

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

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, DECEMBER 18, 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
2. Abatement Presentation. Brad Hill Community Development Director
3. MainStreet Wayfinding Plan Presentation. Becca Eza, MainStreet T or C Director and New Mexico MainStreet Revitalization Specialists: Amy Bell, Maren Neldam, Julia Wilde, and Cam Wilde

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance 766 Amending the City of Truth or Consequences Municipal Code of Ordinances, Amending Chapter 11 Pertaining to Solid Waste. Wes Myers, Sanitation Division

F. PUBLIC HEARINGS (5 Minute Rule Applies) Continued...

2. Public Hearing/Discussion/Action: Final Adoption of Ordinance 770 NM Finance Authority Waterline Replacement Grant/Loan WPF-6323. Assistant City Manager Alvarez

G. CONSENT CALENDAR

1. City Commission Regular Minutes, November 13, 2024
2. Acknowledge Regular Planning & Zoning Minutes, October 7, 2024
3. November 2024 Accounts Payable
4. Take Home Vehicle Form: Police Department

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Amending the English & Spanish Special Election Resolutions No. 15 24/25 related to the Petition for a Referendum on Ordinance No. 767 to change the date from February 13, 2025, to March 4, 2025. City Clerk Torres
2. Discussion/Action: Resolution No. 23 24/25 Budget Adjustment Request. Jocelyn Holguin, Finance Director

I. NEW BUSINESS

1. Discussion/Action: 709 Broad St. Property Abatement Extension Request. Tyler Knull, Code Enforcement Officer
2. Discussion/Action: Award RFP 23/24-009 and execute agreement between City of Truth or Consequences and Wilson & Co. for the City of Truth or Consequences Comprehensive Plan Update funded by CDBG. Assistant City Manager Alvarez
3. Discussion/Action: Legal Services Agreement between the City of T or C and Modrall, Sperling, Roehl, Harris & Sisk, P.A., Attorney at Law. Assistant City Manager Alvarez
4. Discussion/Action: Aging and Long-Term Services Department Appropriation Grant Agreements A241-2021 and A241-2022 for SJOA Vehicle Purchases. Assistant City Manager Alvarez
5. Discussion/Action: Variance Request at 1095 E. Riverside. Assistant City Manager Alvarez
6. Discussion/Action: Advertisement of Property for sale located at 703 Jicarilla and 1515/1517 Corzine. Assistant City Manager Alvarez
7. Discussion/Action: Public Information Officer/Tourism/Economic Development Director Position. Mayor Hechler
8. Discussion/Action: Facility Maintenance Technician 1 Position. Assistant City Manager Alvarez
9. Discussion/Action: T or C Mainstreet Great Blocks Project - NMDOT Maintenance Agreement. Assistant City Manager Alvarez
10. Discussion/Action: City of Truth or Consequences 75th Birthday. Commissioner Fahl
11. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Jocelyn Holguin, Finance Director
12. Discussion/Action: Review, Approve and/or Allocate Funds for MainStreet Application for the Truth or Consequences Annual Fiesta. City Clerk Torres

J. EXECUTIVE SESSION

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

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

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

L. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING JANUARY 8, 2025



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: December 10, 2023
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Gonzalez and department supervisor

Summary/Background:

Employee Anniversary: Cool, Thomas – 9 years
Employee Anniversary: Kapela, Silke – 19 years
Employee Anniversary: Yaw, Shae – 8 years
Employee Anniversary: Standley, Elizabeth – 3 years
Employee Anniversary: Mallard, Isaiah – 2 year

Employee Anniversary: Scott, James – 2 year
Employee Anniversary: Warner, Chelsea – 2 year
Employee Anniversary: Ortiz, Alexandre – 1 year
Employee Anniversary: Gigante, Ryan – 1 year

Recommendation:

None. Presentation Only.

Attachments:

-
- -

Fiscal Impact (Finance): No

Legal Review (City Attorney): No

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 12-18-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: C.2

SUBJECT: Abatement Presentation.
DEPARTMENT: Town of Edgewood Planning & Zoning
DATE SUBMITTED: November 26, 2024
SUBMITTED BY: Rebecca Garcia
WHO WILL PRESENT THE ITEM: Brad Hill Community Development Director

Summary/Background: Step 1 Identify the nuisance (Send a Courtesy Letter) Step 2 Notice to Abate (Post Sign Send a letter giving ten days to remove nuisance, Send and post Notice of Hearing) Step 3 Conduct Hearing (Provide proper notice of hearing, present case to hearing examiner, receive Order to Abate) Step 4 Remove the Nuisance (Provide proper posting and give notice of removal of action, Physical removal of identified nuisance.

Recommendation:

None. Presentation Only.

Attachments:

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

Fiscal Impact (Finance): No

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Legal Review (City Attorney): No

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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. . Ordinance No. .

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File Name: CC Agendas 12-18-24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: C.3

SUBJECT: MainStreet Wayfinding Plan Presentation

DEPARTMENT: -

DATE SUBMITTED: December 11, 2024

SUBMITTED BY: Becca Eza

WHO WILL PRESENT THE ITEM: Becca Eza, and New Mexico MainStreet Revitalization Specialists: Amy Bell, Maren Neldam, Julia Wilde, Cam Wilde

Summary/Background:

New Mexico MainStreet Revitalization Specialists will be providing a brief presentation on the current collaboration with MainStreet T or C and the City of T or C on the City's wayfinding plan. The presentation will include information on the principles of wayfinding, an outline of the planning process, and an update of the project progress to date, including summarized results from the public survey.

Recommendation:

None. Presentation Only.

Attachments:

- Digital Presentation.

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-18-24



WAYFINDING

Connecting People with Places



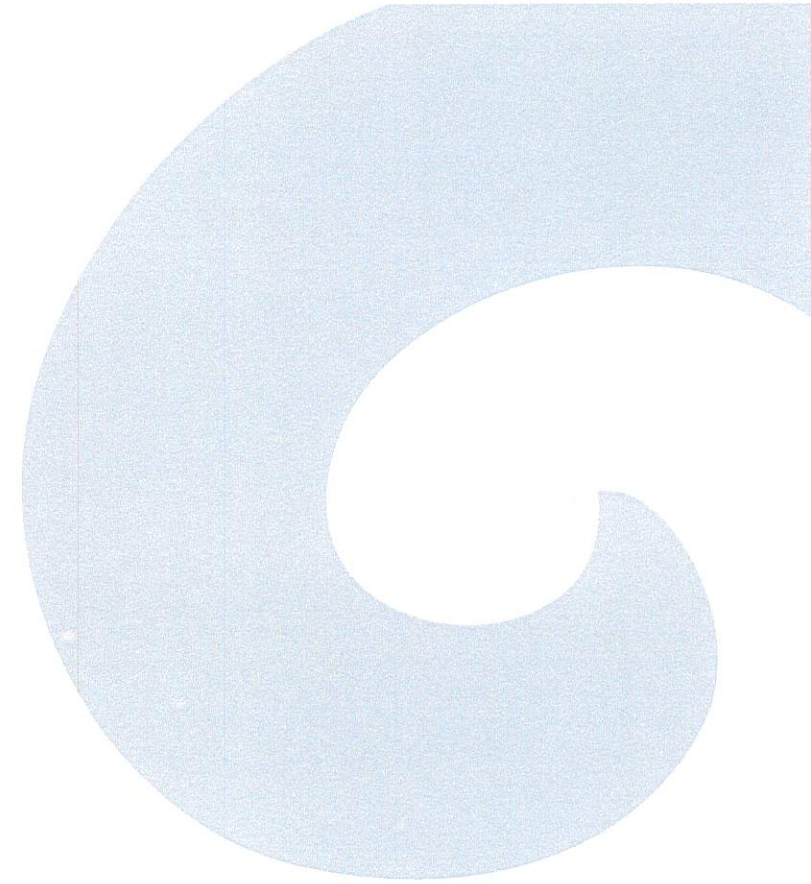
AGENDA

Truth or Consequences Wayfinding Project Updates

- Successful Wayfinding System Goals
- Key Destinations
- Public Survey Results

What's Next?

WAYFINDING PROJECT UPDATES





A SUCCESSFUL WAYFINDING SYSTEM:

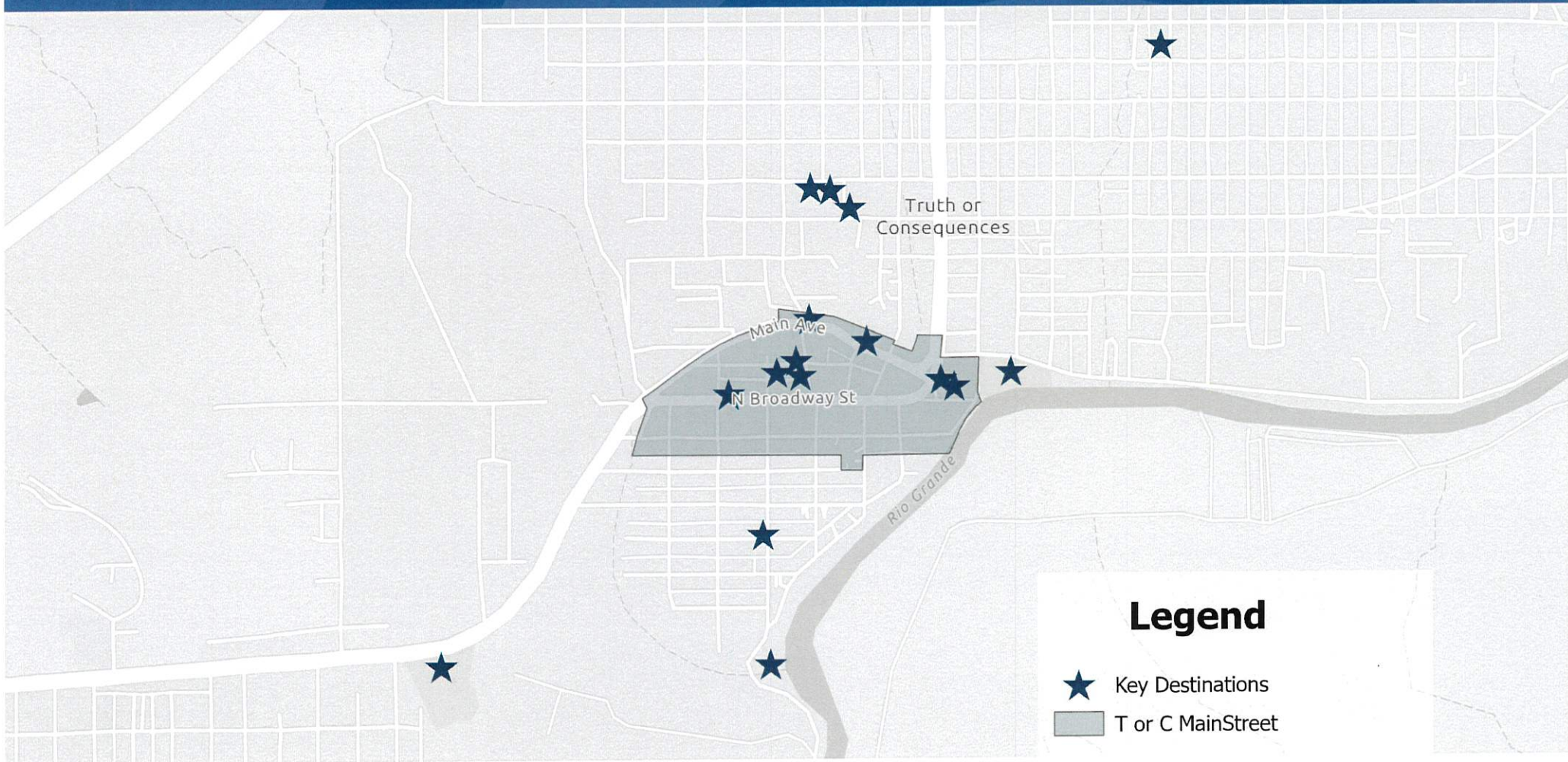
- Connects people to places
- Simple
- Celebrates identity
- Supports park once/active transportation
- Accessible/equitable

KEY DESTINATIONS

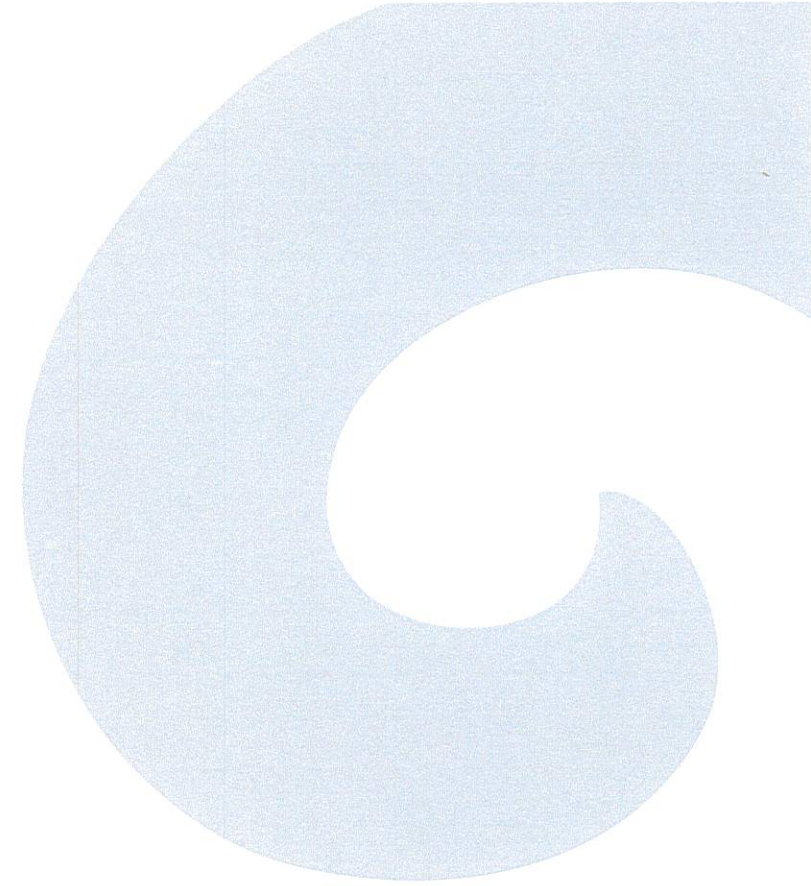
Historic Hot Springs District
Golf course
Swimming pool
Dog park
Library
Chamber of commerce
Visitor center
Ralph Edwards park
Rio Armijo sports complex
Tennis courts (also pickleball lines)
The park in Williamsburg
City Hall (public restrooms)
Cemeteries

Rotary Park
Geronimo Springs Museum
Elephant Butte State Park
Dam site
Spaceport America
Engle
Veterans Memorial
Ralph Edwards Auditorium – Civic Center
Convention Center
Schools
Fish Pond at Ralph Edwards Park
Grotto
Healing Waters Plaza

KEY DESTINATIONS



PUBLIC SURVEY RESULTS



TOP ANSWERS



Describe the feeling you would
like T or C to promote.

Relaxing • Serene

Historic

Quirky • Eclectic

Artsy • Creative

Inviting • Welcoming

Name the top community destinations that are the most difficult to find in T or C.

Rotary Park

Trail Head

Ralph Edwards Park

Healing Waters Trail

Visitor's Center

Who should you try to reach with an improved wayfinding system?

Out of town visitors

Recreational Users (*bikers, joggers, walkers, etc.*)

Families with kids

What elements of the T or C experience do you think wayfinding should most contribute to?

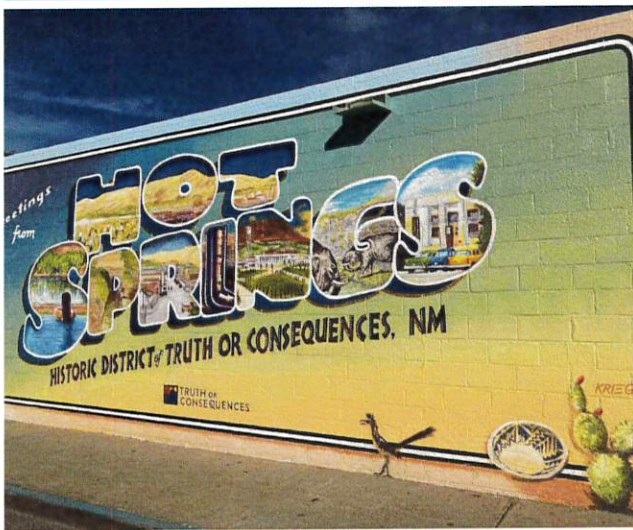
Recreational Access

Family Fun

History & Culture

What style of art best represents your vision for T or C?

Street Art/Mural



Landscape



Abstract

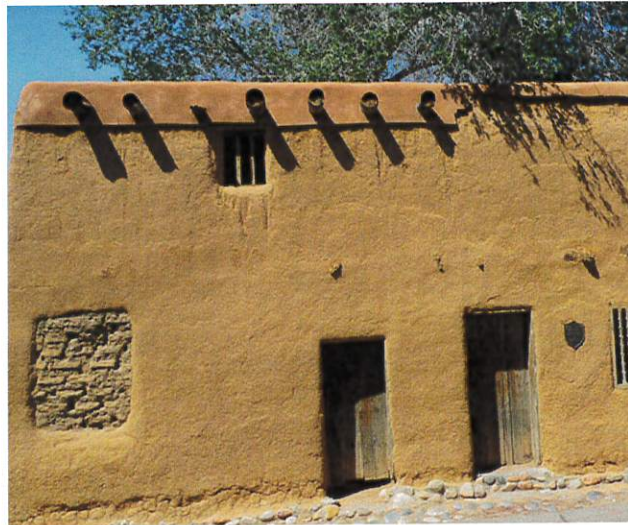


What is T or C made of? What materials are beloved and meaningful to the community?

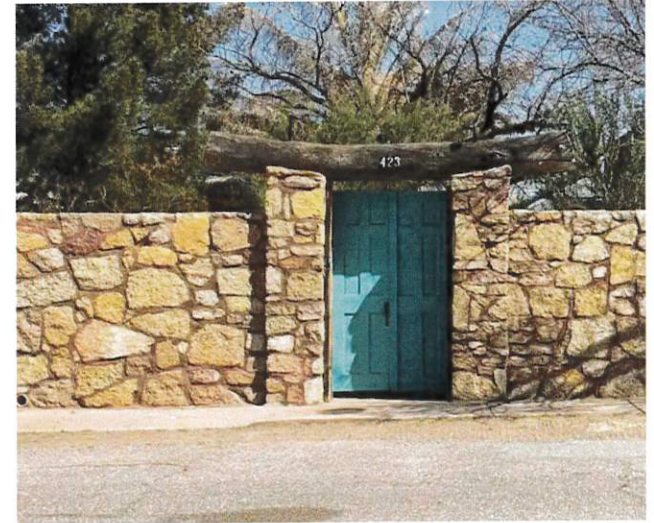
Water



Earthen/Natural



Stone



If the wayfinding system was a chair, what kind of chair would it be?

Upcycled



Creative/Funky



Selected Additional Survey Input:

Turtleback Mountain/turtle themes

**Other Key Destinations:
Public Restrooms • Galleries • Restaurants**

Reference WPA and CCC elements

Sidewalk Stencils

Community Involvement

Downtown Directory/Map (print & digital)

COMPLETED STEPS

- ☒ Sign Inventory
- ☒ Survey
- ☒ Steering Committee Meetings
- ☒ Initial Community Meetings

WHAT'S NEXT?

- ☐ Finalize Routes
- ☐ Sign Design
- ☐ Ongoing Public Engagement & Transparency
- ☐ Design Intent Drawings
- ☐ Signage Placement Plan
- ☐ Wayfinding Plan Development
- ☐ Fabrication & Installation

Thank You!

Amy Bell & Maren Neldam

Anthropopulus
amy@anthropop.com

Julia + Cam Wilde
Lm.
hello@leighton-moon.com

Becca Eza
MainStreet Truth or Consequences
director@torcmainstreet.org

bit.ly/TorCStoryMap



nmmainstreet.org





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: F.1

SUBJECT: Public Hearing/Discussion/Action – Final Adoption of Ordinance 766 Amending the City of Truth or Consequences Municipal Code of Ordinances, Amending Chapter 11 Pertaining to Solid Waste.

DEPARTMENT: Recycling and Waste Collection

DATE SUBMITTED: December 4, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Wesley Myers – Sanitation Foreman

Summary/Background:

Commission approved publication of Ordinance 766 at the Commission Meeting on 11-13-2024. No additional changes have been made since publication.

Recommendation:

Approve Ordinance 766

Attachments:

- Ordinance 766
-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-18-24

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 766

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, AMENDING CHAPTER 11 PERTAINING TO SOLID WASTE

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

Section one. That Chapter 11 of the Code of Ordinances of the City of Truth or Consequences be amended so that such Chapter shall read as follows:

CHAPTER 11 RECYCLING & WASTE COLLECTION CENTER

ARTICLE I. IN GENERAL

Sec. 11-1. 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:

City means and includes the City, its duly authorized agents, contractors, servants, employees, or licensees.

Refuse means any garbage, rejected or waste food, offal, swill, carrion, ashes, dirt, slop, wastepaper, trash, rubbish, waste, or unwholesome material excepting, however, recognizable industrial byproducts.

(Code 1962, § 8-3-1)

Sec. 11-2. Police power exercised.

This chapter shall be deemed an exercise of the police power of the City acting in its governmental capacity for the protection and preservation of health, welfare, safety, and cleanliness; and all of its provisions shall be liberally construed for the accomplishment of that purpose. All persons having City water or electric connection shall also be liable for garbage collection fees, if garbage collection is available.

(Code 1962, §8-3-2)

Sec. 11-3. City to haul refuse.

The City shall have the exclusive right to gather and collect refuse, and it shall be unlawful for any person, except as otherwise provided in this chapter, to collect or gather refuse.

(Code 1962, § 8-3-3)

Sec. 11-4. Business License---Required.

It shall be unlawful for business other than the City to collect or convey through, over, or under any street or alley any refuse, for persons other than themselves, without first securing a business license from the City. The City Commission shall set the license fee by Resolution.

(Code 1962, § 8-3-4; Ord. No. 593, § 1, 10-14-08)

Sec. 11-5. Same---Revocation.

Any person hauling refuse under a business license issued by the City shall dispose of such refuse in a safe and sanitary manner and shall obey the ordinances of the City and the laws of the State of New Mexico as well as the rules and regulations of the Governing Body of the City with regard to the storage and disposal of refuse. Failure to obey the noted ordinances, laws, or rules and regulations shall be grounds for revocation of the business license issued by the City.

(Code 1962, § 8-3-5)

Sec. 11-6. Containers-Requirements.

- (a) It shall be unlawful for any owner or occupant of any public or private premises to permit the accumulation upon such premises of any refuse except in covered containers approved by the City. These containers shall be maintained in a sanitary condition at all times and shall be kept on a rack or in some location which will prevent the containers from being overturned by animals. City-furnished containers must be used where available and as designated by the City.
- (b) The City-owned containers shall be the only containers used. Construction demolition material, including scrap metal, rocks, bricks, large organic yard debris, household furnishings, or large utility appliances, hazardous waste, special waste, burn barrels, ash waste, medical or infectious waste, sludge waste or livestock manure, dead animals, or mortality waste, asbestos pipes, or residues, automotive fluids, are NOT allowed in or around residential or commercial solid waste containers. Only regular household/business refuse and small organic yard debris shall be deposited in the City-owned containers. All allowable refuse placed in containers must be bagged. A cleaning fee may be imposed if loose wet refuse is deposited in a city-owned container.
- (c) All container lids will need to be closed. No items, bagged, bundled, or otherwise may be placed for pick up outside of the container.

(Code 1962, § 8-3-6)

Sec. 11-7. Same---City handling; scavengers prohibited; penalty.

- (a) It shall be unlawful for any person other than the City to interfere in any manner with any receptacle intended for the purpose of receiving and holding refuse, to remove any such receptacle, or to remove anything from any such receptacle unless such item was deposited there accidentally by the person removing the item. Scavenger activities are prohibited, and

in addition, it shall be unlawful for any person to climb into, disturb, or enter any such containers furnished by the City, except insofar as necessary to deposit refuse therein.

(b) Any person who violates any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as follows:

- (1) First offense \$25.00
- (2) Second offense \$100.00
- (3) Third and subsequent offenses \$200.00

Scavenger activities, including poking and hunting through refuse previously deposited in City-owned containers, shall be considered a separate offense for each such container so disturbed.

(c) In addition to the foregoing misdemeanor fines, the City may collect a civil penalty for cleaning each garbage container disturbed by scavengers.

(Code 1962, § 8-3-7)

Sec.11-8. Governing Body to make rules and regulations.

The Governing Body of the City shall have the power to make rules and regulations for the storage and disposal of refuse to effectuate and facilitate the provisions of this chapter.

(Code 1962, § 8-3-8)

Sec. 11-9. Accumulation of refuse prohibited.

It shall be unlawful for any person to deposit, collect, or accumulate or permit the deposit, collection, or accumulation of any refuse within the City.

(Code 1962, § 8-3-9)

Sec. 11-10. Collection fees.

Collection fees shall be set by the City Commission.

(3) *Reserved*

(4) *Reserved.*

(Code 191>2, § 8-3-11; Ord. No. 405, 2-8-93; Ord. No. 411, 1-10-94; Ord. No. 454, § 1, 3-23-98; Ord. No. 477, § 1, 7-24-00; Ord. No. 495, § 1, 7-9-01; Ord. No. 503, § 1, 11-26-01; Ord. No. 510, § 1, 3-11-02; Ord. No. 519, § 1, 6-10-02; Ord. No. 522, § 1, 11-12-02; Ord. No. 544, 7-25-05; Ord. No. 547, 10-24-05; Ord. No. 630, § 1, 11-13-12; Ord. No. 647, § 1, 11-12-13)

Editor's note(s)-Ord. No. 630, § 1, adopted Nov. 13, 2012, changed the title of § 11-10 from "Collection fees generally" to "Collection fees."

Sec. 11-11. Payment; when due.

All collection fees shall be payable at the utility offices of the City of Truth or Consequences on a monthly basis. All fees assessed for collection shall become delinquent 90 days after the due date. The City Clerk shall, at the end of each quarter of the year, prepare an assessment roll in accordance with state law.

(Code 1962, § 8-3-12)

Sec. 11-12. Delinquency; lien, generally; business establishments.

The City shall adhere to the provisions of City Ordinances 14-51 (past due charges) and 14-53 (Declaration of Lien and Recovery of Past Due Bills).

(Code 1962, § 8-3-13)

Sec. 11-13. Charge for release of lien.

The City shall adhere to the provisions of City Ordinances 14-51 (past due charges) and 14-53 (Declaration of Lien and Recovery of Past Due Bills).

(Code 1962, § 8-3-14)

Sec. 11-14. Residential/commercial poly-carts and dumpsters.

Garbage and refuse containers (poly-carts/dumpsters) shall be provided by the City to applicable account holders and shall be made of metal or plastic with tight-fitting covers.

Residential customers: The City shall provide one minimum 96 gallon container to each applicable account holder in the order determined by the Recycling & Waste Collection Center. Additional containers may be provided at the rate per month set by Resolution. Residential accounts will be serviced one (1) time per week.

Commercial containers: The City shall provide either one minimum 96 gallon container or size appropriate dumpster(s) as determined by the Recycling & Waste Collection Center. Additional containers may be provided at the current adopted rate set by Resolution. Commercial accounts will be serviced a minimum of one (1) time per week at the current adopted rate set by resolution.

(Ord. No. 636, § 1, 4-9-13; Ord. No. 648, 11-12-13)

Editor's note(s)-Ord. No. 648, adopted Nov. 12, 2013, changed the title of § 11-14 from "Solid waste collection center fees" to "Residential/commercial poly-carts and dumpsters."

Sec. 11-14.1. Collection Practices.

(a) *Precollection practices.*

- (1) All residential and commercial users shall comply with the rules and regulations established by the City for the use, care and location of solid waste containers and

shall keep the lids and covers furnished for such containers closed at all times except when they are being filled, emptied or cleaned. All garbage and refuse containers provided by the City shall be kept in neat and sanitary condition at all times. Containers shall be only loaded in such a manner as they will self-empty when inverted.

- (2) Construction demolition material, including scrap metal, rocks, bricks, organic yard debris, household furnishings, or large utility appliances, hazardous waste, special waste, burn barrels, ash waste, medical or infectious waste, sludge waste or livestock manure, dead animals, or mortality waste, asbestos pipes, or residues, automotive fluids, are NOT allowed in residential or commercial solid waste containers. Only regular household/business bagged garbage shall be deposited in the City-owned containers.
 - (3) No person shall remove for their own use, someone else's receptacle. To do so, shall result in fines and penalties and could be prosecuted to the fullest extent of the law. It is unlawful for any person to deposit, or cause to be deposited, any refuse in any container that he/she does not own or is not entitled to use as a tenant (article II, utility department, section 14-31, taking service-without authority). All receptacles are assigned by property address. Owners of multiple addresses are not allowed to exchange or remove to/from their other properties for usage.
 - (4) The owner, occupant, tenant, or lessee of each premises shall store the containers (poly-cart) on their property for the purpose of and in such a manner to keep the containers from being overturned or upset and the bagged contents scattered. This will also keep the sidewalks and sides of the streets clear. Containers are to be placed at the designated pick up area on assigned pick up day only. It is the responsibility of the account holder to notify the utility department when vacating premises so that the assigned containers will be removed by the Sanitation Department. Failure to do so could result in a replacement charge to the account holder.
 - (5) It is unlawful to maliciously damage any refuse container owned by the City. Any person that damages any container provided for the residential or commercial users shall be liable to the City for the cost of repair or replacement of such container at the current market rate including freight for such container. It is prohibited for any person, including children, to be on or in sanitation containers. All account holders shall be responsible for lost, stolen or burnt poly- carts. Replacement poly-carts are available at the current adopted rate. The City shall be entitled to seek restitution for all maintenance repairs or loss occasioned by the negligent or intentional acts of third parties from such responsible third parties. Replacement poly-carts will require a security deposit amount of which to be determined by current replacement rate (article II, utility department, section 14-37, security deposits, payment guarantees).
- (b) *Collection day.* On the day curbside collection is scheduled for any premises, or not earlier than 6:00 p.m. of the night before collection is scheduled, the container may be placed at curb unless otherwise specified by the Recycling & Waste Collection Center. The container may be placed at the edge of the resident's property, next to the street and front of poly-cart

facing the street. There must be a minimum of five feet of clearance from parked vehicles, street signs, lampposts, trees, mailboxes and other obstructions. Containers must be set apart a minimum of 16 inches. The containers, when placed at curbside, shall not interfere with pedestrian or vehicular traffic. Accounts will be serviced one (1) time per week. Only regular household/business bagged garbage shall be deposited in the City owned containers. All container lids will need to be closed or will result in a no service/delay of service and will be charged an additional fee, set by resolution if dispatched back on said route. Collection will begin at 6:30 a.m. Monday through Friday in an order determined by the Recycling & Waste Collection Center. It shall be the responsibility of the resident to deliver the container(s) to such point for collection and return the empty container(s) from such points to the usual place of storage, within 24 hours of collecting. No items, bagged, bundled or otherwise may be placed for pick up outside of the container(s).

(Ord. No. 648, 11-12-13)

Sec. 11-14.2. Exempt service collection -~~Application Fee~~

Exempt service collection means the resident is physically unable and does not have anyone else at the residence to roll the poly-cart(s) to the curb or designated location for collection.

To qualify for Exempt Service Collection the resident must:

- ~~Have a physical impairment~~ **Be incapacitated** preventing you from rolling the carts to the curb or specified collection point **without any risk to existing health.**
- Submit the completed application to the Solid Waste Department (see application for submission options). ~~together with an Application Fee.~~
- Not have any other occupant or long-term guest residing in the home with the ability to roll the cart to the curb or specified collection point. **If an additional occupant resides in the home or long-term guest, they must also qualify and apply for exempt services.**
- Have your physician complete the physician's section of the application and return to the Solid Waste Department.

Within one week of receiving the request for Exempt Service Collection, a representative from the Solid Waste Department will contact you by phone and schedule an appointment to meet at your residence for inspection and completion of the Exempt Collection Service Application. At that meeting he/she will confirm the members of your household and accept or deny your application. Upon acceptance of your application, he/she will advise you of the proper location for your poly-cart(s).

Your cart's location must be:

- In front of or beside your residence.
- Less than 100 feet from the street.
- Visible from the street.
- Out of danger of any dogs.

Applications must be renewed by July 1 of each year or Exempt Service Collection will stop until such application has been renewed and approved. Approved applicants will need to notify the Recycling and Waste Collection Center/Utility office within 10 days to update new address information or change in occupancy assistance. Random inspections may be conducted to verify Exempt Services are still valid according to ordinance guidelines.

Exempt Service Collection shall not be provided for persons who have not complied with the above requirements of this section.

Customers receiving Exempt Service Collection are subject to all collection fees set by resolution.

(Ord. No. 648, 11-12-13)

Sec. 11-15. Reserved.

Sec. 11-16. Disposal fees for residential/commercial haulers and for the roll-off from the Sierra County Convenience Center is hereby repealed as shown below.

(Ord. No. 631, § 1, 11-27-12)

Sec. 11-16 Reserved.

Secs. 11-17-11-35. Reserved.

ARTICLE II. RESERVED¹

Secs. 11-36-11-54. Reserved.

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, CMC, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: F.2

SUBJECT: Public Hearing/Discussion/Action -Final Adoption of Ordinance 770 NM Finance Authority Waterline Replacement Grant/Loan WPF-6323

DEPARTMENT: Community Development

DATE SUBMITTED: December 10, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

The City Commission approved publication of Ordinance 770 on November 13, 2024.

Funds will be used for Critical Waterline Replacement

Recommendation:

Approve final adoption of Ordinance 770

Attachments:

- NMFA CIF Loan/Grant Agreement Package
-

Fiscal Impact (Finance): Yes

Grant - \$14,400,000.00/Loan \$1,600,000.00/Cash Match \$1,600,000.00 – (HUD Funds will be used towards the required cash match for design)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-18-24

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
ORDINANCE NO. 770 OF THE
CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO
DECEMBER 18, 2024**

STATE OF NEW MEXICO)
) ss.
COUNTY OF SIERRA)

The City Commission (the “Governing Body”) of the City of Truth or Consequences, New Mexico (the “Borrower/Grantee”) met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, being the meeting place of the Governing Body for the meeting held on the 18th day of December, 2024, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Mayor:

City Commission:

Absent:

Also Present:

Thereupon, there were officially filed with the City Clerk copies of a proposed Ordinance and Water Project Fund Loan/Grant Agreement in final form, the proposed Ordinance being as hereinafter set forth:

[Remainder of page intentionally left blank.]

**CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
ORDINANCE NO. 770**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$16,000,000, INCLUDING A LOAN IN THE AMOUNT OF \$1,400,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGN AND CONSTRUCTION OF WATERLINE REPLACEMENT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE REVENUES OF A ONE-EIGHTH OF ONE PERCENT (0.125%) OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX IMPOSED BY THE BORROWER/GRANTEE'S TAX ORDINANCE NO. 389 WITH AN EFFECTIVE DATE OF JULY 1, 1992, AMENDED BY TAX ORDINANCE NO. 472, WHICH TAXES HAVE BEEN DE-EARMARKED AND ARE NOW ENFORCEABLE UNDER NMSA 1978, § 7-19D-9, AS AMENDED; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

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

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978 §§ 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 30, 2024, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$1,600,000.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Mayor, Mayor Pro Tem and City Clerk of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the City of Truth or Consequences in Sierra County, New Mexico.

“Closing Date” means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” has the meaning given to that term in the Loan/Grant Agreement.

“NMFA” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body

acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized City Commission of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$14,400,000.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of \$1,600,000.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$16,000,000.

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Ordinance.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Ordinance” means this Ordinance as it may be supplemented or amended from time to time.

“Pledged Revenues” means a one-eighth of one percent (0.125%) increment of the Municipal Local Option Gross Receipts Tax imposed on gross receipts of all persons engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments pursuant to the Ordinance and this Agreement and described in the Term Sheet, which tax is enforceable under Section 7-19D-9, NMSA 1978, as amended.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“State” means the State of New Mexico.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 389 passed and approved by the Borrower/Grantee pursuant to Section 7-19D-9, NMSA 1978, as amended by Ordinance No. 472, on March 26, 1992, which imposes a one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective July 1, 1992. Pursuant to Laws 2019, Chapter 274, § 16, the Municipal Infrastructure Gross Receipts Tax imposed by Ordinance No. 389 is no longer identifiable as the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax, and instead comprises one-eighth of one percent (0.125%) of the maximum rate of Municipal Local Option Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%) of which is pledged to the Loan.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$14,400,000 and borrowing the Loan Amount of \$1,600,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of \$14,400,000 and the Loan shall be in the amount of \$1,600,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into

account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan

Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. 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 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

**CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, 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. 770, duly adopted and approved by the City Commission of City of Truth or Consequences, New Mexico on December 18, 2024. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk, at 405 W. 3rd Street, Truth or Consequences, New Mexico 87901.

The title of the Ordinance is:

**CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
ORDINANCE NO. 770**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$16,000,000, INCLUDING A LOAN IN THE AMOUNT OF \$1,400,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGN AND CONSTRUCTION OF WATERLINE REPLACEMENT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE REVENUES OF A ONE-EIGHTH OF ONE PERCENT (0.125%) OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX IMPOSED BY THE BORROWER/GRANTEE'S TAX ORDINANCE NO. 389 WITH AN EFFECTIVE DATE OF JULY 1, 1992, AMENDED BY TAX ORDINANCE NO. 472, WHICH TAXES HAVE BEEN DE-EARMARKED AND ARE NOW ENFORCEABLE UNDER NMSA 1978, § 7-19D-9, AS AMENDED; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 18TH DAY OF DECEMBER, 2024.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Ordinance, duly seconded by Governing Body Member _____.

The motion to adopt the Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ () Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Ordinance adopted, whereupon the Mayor and City Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Ordinance, the meeting upon motion duly made, seconded and carried, was adjourned.

[Remainder of page intentionally left blank.]

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

[Remainder of page intentionally left blank.]

EXHIBIT "A"

Affidavit of Publication of Notice of Public Hearing, Notice of Meeting, Meeting Agenda and
Affidavit of Publication of Notice of Adoption of Ordinance



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: G.1

SUBJECT: City Commission Regular Minutes, November 13, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 12, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-18-24

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, NOVEMBER 13, 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 via telephone
Hon. Destiny Mitchell, Commissioner
Hon. Merry Jo Fahl, Commissioner
Hon. Ingo Hoepfner, Commissioner

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

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.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PRESENTATIONS:

1. Small Business Saturday Proclamation.

Mayor Hechler presented the Small Business Saturday Proclamation.

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

City Manager Gonzales presented an Employee Service Anniversary Award to Deanna Knull for 2 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Leslie Romero for 2 years of service with the City of Truth or Consequences.

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

City Manager Gonzales presented an Employee Service Anniversary Award to Buster Smith for 2 years of service with the City of Truth or Consequences. He also served 25 years before his return.

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

City Manager Gonzales presented an Employee Service Anniversary Award to Jamie Sweeney for 8 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Sonya Renfro for 11 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Tim Hanna for 17 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Chief Tavizon for 2 years of service with the City of Truth or Consequences.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Tara Manning addressed the Commission with comments related to:

- The Animal Shelter. I am here to remind you guys of the grant that we received back at the end of September for Best Friends to help out with adoptions. We finally worked out all of the ideas on how we are going to do everything. We are going to start the event tomorrow. Starting tomorrow, all adoption fees for a fixed animal

will be completely free. We are hoping that this will empty the Shelter. Currently there are 39 animals in the shelter. 33 of them are dogs, and 19 of those are fixed, and we are getting 5 more fixed on Friday. We are hoping that this will free up some space so we can have some open kennels and not have dogs in crates and find them loving homes that they all need. This will cover cats and dogs. We only have 3 kittens that are currently fixed. We are bottle feeding a younger kitten, so he is going to be a while. We are hoping to get some of our long-term residents out. There are 5 of them and they have been there for 45 days so we are really hoping that we can empty the shelter.

Steve Green addressed the Commission with comments related to:

- Presently cardboard is the mainstream of the city's recycling program. Resolution 05 24/25 which will charge \$30 per dumpster per month to the assigned business, puts a nail in that coffin. The process of bringing forth this resolution was certainly unethical. You did it backwards. You had public comment and a vote, and then you had notification, and the notification from staff was requesting to implement new rates effective December 1, 2024. That's kind of after the fact. What you should have done is notify the customers first and give them the right to come to public comment (*you really should have had a public hearing*) and voice their support or opposition and then take a vote. I have a simple suggestion, rather than charging the businesses for an \$.80 fee per month charge for recycling on all trash wheels, \$.70 for operations and \$.10 for advertising and marketing, once the tonnage reduction by recycling to the landfill and the cost savings that, that generates equals the revenue generated by the \$.80 then \$.70 is dropped from the trash bills and \$.10 remains for marketing and advertising. In my mind, that is fair, reasonable and equitable. With what you are doing right now someone is going to put a lock on the blue dumpster, and someone will say that they don't want to pay the \$30 plus and ask for it to be removed and then people will start putting cardboard in the brown dumpsters which they are already paying for. I think just because we spend \$23,000 or \$28,000 for someone to take a look at our program and came up with a suggestion, they don't live here. They live in El Paso. We've got to do what's best for our community to move this community forward. \$30 a month for a dumpster is not the way to go.

E. REPORTS:

City Manager Gonzales reported the following:

- With Tammy resigning, and with my impending departure, I will be handing the lodgers Tax and Subrecipient applications over to the Clerk's Office for them to keep up with it.

a. Water/Wastewater Update.

Arnie Castaneda, Water/Wastewater Director gave a Water/Wastewater update. (Complete copy attached hereto and made a part hereof).

b. Police Department Update.

Chief of Police Tavizon:

- We have been extremely busy to say the least. Like in business, our department had to conduct a SWOT analysis of our organization. I don't mean what you usually hear in police work, SWAT, this is SWOT. It checks our strengths and weaknesses, and our opportunities, and the threats that we may have as an organization and address those, and we continue to address those as we progress every year. We've accomplished quite a bit. When I first took over, we had completed a 100% audit and inventory of our evidence vault which unfortunately hadn't been done in quite some time, and the staff that I have working on the evidence, Detective Shane Jeffers and Kyleen Coulter who is our evidence technician, they have done a phenomenal job working with the District Attorney's Office and the District Court to get destruction orders, and get us up into compliance. They have been diligently working on that on top of this case load. I really appreciate their dedication to that.
- We finally got our network to be in a position where we can utilize the report management system that we purchased a year ago, that we were unable to implement because of our network outages that we were experiencing at the time. So, we are finally able to start implementing that hopefully before the end of the year. It will fast track our IPRA requests and our data analysis and everything that helps us be a more efficient department.
- We are also maintaining IndentoGO. So, I'm very familiar with AGO. It's a digital fingerprint system, we use it with a 3rd party, so a majority of our nurses and teachers use it. They come in from all over the place. We're one of a few hubs in the area. They'll come from all over the place, set up appointments, and pay. We have a couple of technicians to take care of that. Deanna is one of them, on top of all of the other jobs and hats, and things that she does for us. She also maintains that with Casey, and so I greatly appreciate her and all the customer service that she provides with these new people that are coming into our community for these services.
- We've maintained our training to meet the minimum requirements. We've gone beyond those minimum requirements and have identified certain areas that the community may need a level of expertise, and we have addresses those with sending officers to specialized training as well, while staying within our budget. So that's exciting for us to have well-trained officers. I'd like to just take a minute to thank the officers that we have. We are very lucky in our community to being pretty close to being fully staffed. We push, and we try to get locals, and there are always openings and we always try to reach some of the local press as well as other areas to try to get people. We have some locals that serve in our department, but the officers that we have coming in from out of town, their level of dedication that they show every day to our community members, and the level of respect that they show, and professionalism is unmatched from what I've seen in my experience in 20 years of law enforcement. I greatly appreciate them and their dedication. Unfortunately, in this career you never know when you suit up when it will be your last. We all think that it's a small community, but Hatch

thought the same thing and they lost an officer as well, and that's just right down the road. So, you just never know, and I just thank them. It's really an honor to serve with them. I really appreciate them, and it's wonderful to be with them.

Stats for the month of September 2024:

- We slowed down some towards July and August. We are hitting the thousand call mark, and in September they jumped back up. So, we have been busy. We had 1,021 calls in September. The officers took 560 calls for service.
- Animal Control took 142 calls for service. We've kept Tara at the Animal Shelter busy. Our guys are out there catching stray dogs, and animals at large. They've been super busy. We would like to collaborate with Tara and try to get some of these programs that she's got going for adopting these dogs and helping out any way that we can.
- Our motor vehicle accidents are still a thing. We had 29 for September, which is pretty high. We just can't seem to eliminate those. We write citations, we run heavy traffic in order to try and prevent some of these crashes because the crashes affect all of us with our insurance rates.
- We took 10 SCI (CYFD) reports in September.
- Our School Resource Officer has been a busy guy. I appreciate his dedication to our schools. He's been awesome. The schools are extremely happy. The JPO is a little bit busy now because they have some reports that they have to take care of.
- We conducted over 26 follow-ups.
- We had 2 DWIs in September.
- Code Enforcement has been working on 6 different properties in September, and he's also been collaborating with Edgewood. We are hoping to get their folks down here so we could do a little presentation on what he proposed a couple of sessions ago and answer any questions that the commission might have.
- The officers in September conducted 240 traffic stops and issued 220 citations. The citations and the traffic stops are there. The crashes just don't reflect that enforcement.
- We had 29 arrests for September.
- We sent an Officer Knull to the New Mexico Zoning Officials annual meeting and that's where he dipped up the information on that, and he got some experience. It's always good to train them up. Code Enforcement on the civil side is a unique area. It's separate from law enforcement, for sure. You don't worry about the criminal side on that. I know we're interested in criminal citations, but there's a lot more civil liability and civil process that is done in code enforcement, and so it's good to answer any kind of gray area and get informed on any kind of information that we may be misinformed on.
- Kyleen also went to the Evidence Technician Association Conference, where she picked up some great ideas that she's implementing with policy. State statute requires us to do auctions for our evidence and property that meet a certain criteria, so we are working with an online company to get that done which will fast track things and make things a lot easier instead of just doing it every few months or twice a year as it was done being done before.

- October continued to be busy for us. We had a candy drive, and then we did our Trunk or Treat which was a huge success. We had tons of candy to give out. I felt sorry for their parents. I'm sure that they were bouncing off the walls.
- We had 160 calls for service in October.
- Animal Control jumped up to 237 calls for service.
- We had 37 motor vehicle accidents. These are non-injury and injury as well. It is not specific.
- The officers responded to 17 SCI (CYFD) reports.
- S. R. O. had 3 reports that he was dealing with.
- We had 47 follow ups.
- 1 DWI.
- Code Enforcement had 7 additional properties to try to get them into compliance.
- We had 160 traffic stops and 51 citations were issued.
- We had 16 arrests for that month.
- We continue to meet the biennium minimum requirements that the Law Enforcement Academy has changed. They've added some different curriculum, cultural diversity, and peer-to-peer intervention. So, we've started that. It also includes use of force training, which we've got scheduled for this Friday and next week. So, we're trying to address some of these issues that you see on a national basis. We are making sure that our officers are doing what they can to protect the city from any kind of liability or litigation.

Commissioner Fahl reported the following:

- I wanted to thank everybody who participated in the Veterans Day celebration at the Veterans Memorial Park. I serve on that board, and I've been on that board since Bobby Allen first started working there. The weather was perfect, and we partnered up with the Veterans Home and their new director. They hall over a lot of the veterans to come in the buses, and they get to enjoy the ceremony. It was a beautiful day. An individual donated that gorgeous, huge flag that was up there. That thing is big, and it was really hard to fold up and hang up, but it's a wonderful flag. It was a very inspiring day. The mayor gave a presentation. It was a beautiful acknowledgement of this family's history, but also in relation to Veterans Day. Senator Brantley gave a wonderful speech, and Representative Dow was there. They all gave a wonderful presentation. We had representation from most of the local veterans' organizations, and it was just very moving. The ROTC kids came and did the colors, they do such a great job. We had several speakers from the Veterans Home come and tell their stories, and the event, the Veterans Home invited everybody there, and they fed everybody that was out at out event and then all their veterans, and so it was just a wonderful day. I want to thank the community for supporting that. There was a car show afterwards.
- Jornada led another meeting for the Turtleback Trail Network and we are moving forward with that and phasing different parts of the trail. Unofficially, Jornada was successful in their application to the recreation trails grant program for signage. We have an education subcommittee of that group and we're going to start developing what we want for the signage for the trail. The gist of the proposal is to get some trailheads or trailhead signs and interpretive panels along County

Road A05. We're going to start working on that right away, so when we get the official word, we should be able to get it done within a few months. So that was exciting.

- I just wanted to do some community events. Thanks to MainStreet. Everybody mentioned how great the Halloween event was. That was wonderful.
- As one of my other hats, I asked to be a part of the wayfinding group. I'm excited to be a part of that, mostly because of my work with the Healing Waters Trail, because I don't want them to forget my signs that are on there.
- There's a turkey shoot this weekend. It is the 4-H annual turkey shoot. It's at the shooting range. The Geronimo Springs Museum is having a craft fair, so I encourage people to participate in those activities.

Commissioner Mitchell reported the following:

- We are moving forward with Fiesta. Our theme this year is 75 years of Fiesta. We are celebrating 75 years of the name change to Truth or Consequences. We went to the Lodger's Tax Board yesterday and asked for funding for promotion and we received about \$50,000 in promotion for the event. We plan on starting early this year, getting advertisements, banners, and merchandise out in the community, kind of a save the date sort of thing. We expect this year to be one of the biggest years yet. We're moving forward with Fiesta. We're still looking for volunteers to help with everything, so you can get a hold of me, and I can put you to work.
- I wanted to give a shout out to Tree New Mexico for coming down a week ago and doing their first tree planting in Sierra County. They gave away over 50 trees for public use, and they also planted, I want to say, another 50 trees in the community. I took a group of teenagers from Hot Springs High School with the SEBC program. We went out and planted trees all morning. We will continue to participate with Tree New Mexico. Our local group is called Tree or C. They will be planting again. I believe in March. They will be giving off these trees to people and our SEBC program is willing to come out and help plant them for you the proper way to keep them alive and make sure they're sustainable.
- I wanted to give a big shout out to the police department because it's really hard when you actually have to call them, and they have to respond to something and the fact that they are always there in a short amount of time is really impressive. Thank you guys for that.
- There is a Wayfinding meeting on November 19th at the T or C Brewery. They'll have two presentations from New Mexico Mainstreet on getting wayfinding signage in the downtown. We want public input. We want the public to come and tell us where we should direct people to when they come to T or C. Should we send them to the park, should we go to the museum? How do we address these issues.
- We had the second Saturday Art Hop on Saturday night, and I was participating in the Christmas soup thing with a couple of my swim team kids, and a car turned the wrong way in front of the old Radio Shack. I ran out into the street, and I was like, no, this is the wrong way. And so, I think we really have some serious signage issues downtown, and so I would appreciate public input from the

community. You can do that and drink wonderful beer at the brewery on Tuesday, November 19th at 4:00 p.m. or 6:00 p.m. there's two presentations.

Commissioner Hoeppner reported the following:

- I want to thank every business owner who opened up their store and shop and came out to be part of what Ben Street organized. It is just amazing to see the community coming together and enjoying an evening of dressing up. I'm all about building community and I hope we have in the future more events where we all come together.
- Secondly, the holiday season is starting, and we don't know what the future brings so I hope when you are going down your list for Christmas presents, that you think of shopping locally. The local businesses are prepared for what is coming.
- This is in regard to recycling. Yes, it is a fee of \$30 and yes, it is quite possible that businesses will lock their containers to the public so we should consider maybe marking the containers, so people know that they are strictly for cardboard and not for other rubbish. If the businesses decide to lock their dumpsters, then I hope that we can at least accomplish 5 or 6 separate containers for the public that are free to use. Maybe we should look into other places that would be willing to take recyclables other than cardboard. I want to say that we have some sort of recycling program, and we are going to try to keep it going no matter what.

Mayor Pro-Tem Forrister reported the following:

- I just want to apologize for not being there in person, but I was asked to go with the volleyball girls. They made it to state this year! I will be available by phone, and I am watching you guys on Facebook live. We have an escort through town. Thank you, Jamie Sweeney, for setting that up, and also thank you to all of the law enforcement that will be hands on deck doing that today for our volleyball girls. Go Tigers!

Mayor Hechler reported the following:

- On October 23rd we had a meeting at the Nadine Gardner Center with the NMDOT regarding the repaving of our streets, Date Street and Main Street, and signage and restriping thereof. Initially, we thought that we were going to have four different scenarios to include diagonal parking as choices A & B and then C & D were going to be parallel parking on both sides with bike lanes and things of that nature. The community was invited, and we did a great job with MainStreet TorC and the Chamber of Commerce getting the word out because we had a packed room and there were a lot of folks that were involved in making those decisions. They had a chart up on the board and we were able to put our names on what options that we liked. Option C was the main option that everyone picked and that included the bike patch downtown which was two ways with parallel parking on both sides. We were assured that it is just striping. They are

going to re-stripe it so there is a one way, but it is going to be a single lane now instead of a double lane and there will be parking on both sides and there will be a bike lane going through there. The good thing is that it is only paint, so 6 months down the road if we don't get adjusted to it than it can easily be changed. I have the highway department's commitment if we need to make a change, we will be able to make that down the road if we need to. I'm excited for the change. I kind of wanted to see some diagonal parking downtown because I wanted to see some additional storage space for our vehicles so you can park closer to your business and if somebody was having a special event or they were busy, everybody could park a lot closer. However, there is a regulation involving state highways that you can't have diagonal parking unless you go and petition the state highway commission. They only meet quarterly, so down the road we may have another public meeting, and we will see how this goes, and down the road, if we want to, and if there is enough push for it from our community, we can petition the state highway commission to maybe include diagonal parking or go back to the way we were. It needs to be community driven down the road, but we will address that when and if we have that opportunity.

- I attended the grand opening for the Workforce Connections on October 30th. They are now located at the new Tresco Building. The Cabinet Secretary for that department came down. I want to make sure that we link the workforce connections onto our city website if we can because there are job opportunities there. They will benefit from us being linked to the city website and we will benefit from them also because they are going to make sure they contact us and talk to us when they have people who are qualified to seek jobs. I think that's an important partnership and I want to make sure we exploit that to the fullest extent that we can.
- I attended the tree planting with Commissioner Mitchell, and I learned how to plant a tree. I have been doing it wrong all of these years, but now I have learned how to do it and I've become a trainer so down the road when we plant new trees I am going to be involved.
- Thank you for inviting me to speak at the Veterans memorial event. I was very nervous because it was in front of a very important group of people who have sacrificed a lot for our country so thank you for that. I had a good time, and I hope to come back next year.
- We recently received a grant for \$5.74 million from Senator Heinrich to replace old waterlines. It is just a continuation of fixing our waterlines. We are working through another step toward getting the initial \$4.4 million and the \$16 million which is coming. This year was the year that we went out for all of the money and next year you are going to start seeing it in the community. We are going to be experiencing some construction fatigue again, but that's okay. That means that we are progressing and moving forward so I am looking forward to that. Senator Heinrich's office has been responsible for bringing a lot of money to this community. He has been a strong supporter of our community. I will be reaching out to him again down the road. I think our next step is water/wastewater, and I sure want to get that vacuum system fixed and that is going to cost over \$5 million, so my goal this year is to go the governor's office and ask her for some

money for capital money for that, and to also talk to our Senators and Representatives. Aside from the small stuff that we did last time, we want to try to make sure that we get the vacuum stuff fixed because it's pretty traumatic to our citizens that experienced those things so we need to get that fixed if we can.

- Yesterday I attended the Joint Powers Committee and Governing Board meeting at the hospital. As some of you have probably heard, we are losing our CEO Frank Corcoran. He is moving back to Louisiana with his family. He will be missed. He has done a wonderful job at our hospital. The hospital is in great shape and continues to be, and as a result we have had some wonderful candidates. We've had over 30 plus candidates that applied, and we had some help with a professional committee to cut the 30 down to 3 well qualified candidates that have CEO experience. I will be involved in the board selecting the CEO. We are going to try to do that over the next 2 or 3 weeks, so I will be spending some time on Thursday and Friday to interview these folks and show them around town. We have a good hospital that we are going to put in good hands, and we need to have that, so this is going to be a very important choice that we make.

Commissioner Fahl: Commissioner Hoepfner and I were both at the NMDOT meeting, and it was a great turnout. There were a lot of concerns expressed by the downtown business people. I get the re-striping thing, but do you know far they are re-milling?

Mayor Hechler: My understanding is that there is going to be an end to end community milling project from Williamsburg all the way to Exit 79 on the other end of town. So, to understand how this is going to work, the company that is going to do this is a major company and this is small potatoes to them. This project is probably several million dollars, but they are dealing with projects that are worth \$20 million or \$30 million on the interstates so they have to fit this in where they can fit this in, and this is when they could do it. I feel for our businesses, and I understand that they are going to be put out a little bit. The highway department has assured us that they are going to close one lane at a time when they do this so there will be access throughout our community. We may be slow, and we may have some delays, and I understand that this is the time of year that these businesses make their money, but you have to take into account, if we delay this will we ever get it done because then we may be in a rotation and it may be 3 or 4 years before we have that opportunity again. So, sometimes you have to deal with it as it comes. I know it is inconvenient, but we will get through it, and our community will be better for it. The same thing is going to happen when all of this money hits for our waterline replacements. There will be some delays and possibly some issues, but it will take care of half of our community, and then we will have to work on the other half. We are 3 or 4 years out from getting everything caught up, and it is going to be tough on us. We are going to have to get through it, but it's good because we are getting things fixed that have been neglected and not dealt with in several years. You don't deal with these things until it becomes an issue. People say, well you should have done this in 2016 or 2020. We had a few dozen leaks here and there throughout the year and we did fine, and we got through it, and it wasn't an issue. I wish we had better foresight, but now that we are in the middle of it, I really appreciate our water and wastewater departments

for getting out there and doing it. We are putting band aids on hemorrhages at this point, but we are just trying to keep going until this money hits so please be patient with us. They have already started on the project, and once they get the concrete work done, I think there will be a break for a week or 2, and then they are supposed to come back and start the milling. I'm hoping it's enough time before Christmas, but I don't know, we'll see. They should be done with everything by January.

City Attorney Rubin reported the following:

- Back around 2009 or 2010, the city was named as a defendant in a lawsuit filed by a couple of private citizens here in T or C. They were opposed to the Hot Springs Land Development and the city's involvement with that. I helped defend the city in that case and we successfully had the case dismissed, and the city was awarded some attorney fees in that case. We recorded a transcript of judgement regarding the attorney fees, and that became a lien on any real property that the people who brought the lawsuit may have. That sat for about 10 to 12 years, and recently one of the family members of one of the debtors contacted me because they wanted to get the lien paid off, and yesterday I got a check for it. We are going to process that case and get a partial release of judgement, and we will be done with that.
- Later today we are going to be discussing utility liens, and as a matter of coincidence, Ms. Alvarez asked me last week to get a title search done on a couple pieces of property. I sent them to one of the title companies and a couple of hours later I received a phone call saying that there is a possible closing that happened on one of the properties and we may be able to get fully paid for that. We don't know yet. The closing still has to be scheduled, and there are always a lot of particulars involved, but we may be able to get that resolved as well.

F. CONSENT CALENDAR:

1. City Commission Regular Minutes, October 9, 2024
2. City Commission Regular Minutes, October 23, 2024
3. City Commission Special Executive Minutes, November 5, 2024
4. October 2024 Accounts Payable
5. Take Home Vehicle Form: Police Department

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

G. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Publication of Ordinance 766 Amending the City of Truth or Consequences Municipal Code of Ordinances, Amending Chapter 11 Pertaining to Solid Waste.

Wes Myers, Sanitation Division: We're requesting to revise Ordinance 766, Chapter 11-14.2 to remove the application fee. I just want to let you guys know that we're not changing anything in Exhibit A or B pertaining to the Solid Waste and Recycling Service Collection Center rates. I'd like to go into the background as to why we made the conclusion to remove the application fee. The public explained, charging someone for an application fee seemed unfair. Of course, the main objective was to make sure that the exempt service would not be taken advantage of. By hearing what the public had to say, and keeping our objective in mind, we did some public outreach. First, we reached out to both the City of Las Cruces, and the City of Albuquerque, and we found out that they do not charge for their exempt services. We also went to the post office, and they also don't charge for an exempt service. Now, that being said, while doing our research between those two sources. They had some verbiage that we believe would assist us in our ordinance. Some of the verbiage that would be added would be incapacitated, which covers the criteria more thoroughly. This will cover a number of conditions such as physical health problems, strokes, or degenerative disease. Another change would be without any risk to existing health. It's in the same sentence. We added this because if the residents are in fact, incapacitated, the risk of something harming their health while trying to roll out the poly cart, could affect them and this would aid in ensuring the exempt service would be utilized by only those who are in need. Lastly, we added, if an additional occupant resides, in the home, a really long-term guest, they must also apply and qualify for exempt services. This will help cut back unnecessary manpower if there is an individual who lives there and is able to assist. That was our biggest thing too. To help in the prevention of the exempt services from being taken advantage of, alongside the verbiage, we'll be sending out exempt application renewal notices. This will happen every May 1st and they will be sent out by certified mail. This will give the applicants time to make an appointment, see the physician, for verification purposes. The application would be due July 1st of every year to verify eligibility. If the application is not turned in by July 1st. They can risk losing their exempt services. That pretty much goes for people who let it expire because they are no longer with us, unfortunately, then we wouldn't just continue the services. In the ordinance it says if an additional occupant resides in the home or a welcome guest, they must also qualify and apply, but it would sound much nicer if it said apply and qualify for exempt services.

Commissioner Fahl: Those are good catches on addressing what the concerns were, but not making it inappropriate. Good job.

Mayor Pro-Tem Forrister: I like where we're going here. I don't want to be, you know, making money off our disabled. So, if we can help them out, I think that's a good idea and then we will just find the ones that are abusing their exempt services. Is that correct?

Wes Myers, Sanitation Division: Finding them? No, ma'am. We would just go through the verification process and see if there is somebody in the home that is able to help and that would disqualify them from being exempted.

Mayor Pro-Tem Forrister: Oh, okay.

Mayor Hechler: I'm okay with the changes, mainly because you matched it up with the post office, which is already an established organization. I think that's important. We're not reinventing the wheel. With these changes, anybody that's on the exempt status now, would any of them not be exempt?

Wes Myers, Sanitation Division: Not that I'm aware of. We may have a couple that with the re-verification process, if somebody lives with them, they might have to also go through the proper steps. That would be the only thing. Everybody else should still qualify, which we have 24 as of right now.

Mayor Hechler: Well, that's fair.

Commissioner Fahl: That brings up a good point. What do we do since we're mid-year? Are you going to send a letter to these people?

Wes Myers, Sanitation Division: We're going to resend it out May 1st. We would just continue as it is right now. We have had some new ones since. It would just start May 1st.

Commissioner Fahl: I like the word incapacitated because that covers everything. You just have a broken way. For a while you're incapacitated. It covers just about any health issue so that's a good word.

Commissioner Fahl moved to approve Publication of Ordinance 766 Amending the City of Truth or Consequences Municipal Code of Ordinances, Amending Chapter 11 Pertaining to Solid Waste. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Amendment to Resolution No. 05 24/25 Establishing Solid Waste and Recycling Service and Collection Center Rates for the City of Truth or Consequences.

Wes Myers, Sanitation Division: Number 2 on the Resolution will be removed. There are no other changes to the Resolution. Anything would be carried on over for item G2.

Commissioner Hoeppner: One question. If we do something with recycling bins, you said before that we had problems with illegal dumping, is there a possibility for somebody to pay a fine if they get caught dumping illegally?

Wes Myers, Sanitation Division: That's kind of where it comes into where we need the manpower for that, and that's something that we're not going to be able to do right now, as far as I'm aware. I can get some answers for you, but we have to have manpower to be able to watch somebody and then actually catch them.

Commissioner Hoepfner: For me, it's more the point of putting a few blue dumpsters and label it to say, when you put your household trash in it, there could be a fine associated with that. That would maybe detour people from illegally dumping in the recycle bins. Or we could put something that says these are for the business owners and if you get caught illegally dumping you will have to pay a fine.

Wes Myers, Sanitation Division: Most of our trash cans, most businesses will have the assigned businesses use only, and our recycling cans do have flat cardboard on it and we could probably put something as suggested, and the recycling containers are free to dump at the recycling center. We have plenty of cardboard cans out there for you to dump.

Mayor Hechler: So, people can bring their recyclables to the recycle center.

Wes Myers, Sanitation Division: Yes, sir. Commercial businesses may not want to pay for the cardboard, so then they can make it flat, and bring it to the recycling center, and recycle it for free.

Commissioner Fahl: The recycling bins are only out if the business ops to do that. Is it not a requirement? I think we as a community need to do a better job about our recycling program. Maybe we can do something today, and then we can come back. We need to do something. I think we all want to support recycling. It's just like, what's that going to look like, but I'm glad that it's not a requirement for the businesses. It's only if they want one. And what you were saying, Commissioner Hoepfner, stencils are not very expensive. You could just get stencils and spray that on there.

Commissioner Mitchell: And I can also say, for free manpower, you could contact Tigers and see if they would be willing to paint them with the students.

Mayor Hechler: I'm just going to weigh in here, and I don't know, pick out some others, but it's just kind of the way I feel about it. We've been kicking this can down the road now for six months. People know what we're going to do. They know the rates. They know what we're going to do, and every two weeks, we can't come back and say, well, I've got another idea, and I want to change this, or I want to come back and say, I've got another idea, and I want to change that. So, I think we need to go ahead and go through with publishing our rates and dealing with these things, but I'm intrigued by what Mr. Green said about the additional fee of \$0.70 or \$0.80 cents. I'd like to actually see an extra dollar, but we need to revisit that. Wes, I would like to ask you and Andy to research what that would generate for us if we charged an additional dollar per customer for recycling on top of that. Then we can put that money back into the program so we can do a better job recycling. It is kind of productive to charge people to

recycle. It's not going to happen. You aren't going to have businesses pay \$30 to recycle. I think you would have very poor participation and that's not what we're after here. So, let's put those numbers together. If this does pass, that doesn't mean it's the end of it. We need to move forward and keep moving for the city because you know quite frankly, every month that we go by we're losing money. This should have been passed a while back and we need to move forward with that, but it doesn't mean that we can't visit into this thing. Sometime in January, let's have a presentation to the commission about, if we charge an additional dollar for every customer, in bear market for recycling, what that would present to us, and what it would be valued at. And then let's get some figures about what recycling costs. I think it's like 80-some thousand a year. If you can get all that stuff together and bring that presentation back to us. And then whatever we have to go through down the road, if we have another public hearing, or whatever we need to do to get that done, if that's the case, let's move forward. But that's not delay it for six or eight months. Let's move this thing through and get it done once and for all. I don't want to kick this can down the road any further. I think we should make a decision and then revisit it as soon as we can. That's A. B is that we need to stay engaged with our recycling committee. I know that you've been attending some of the meetings, Andy has to some degree. We need to stay engaged with that committee because they do great things for our community, and we need to have vibrant participation. I think it's important for us to do that, so I would challenge you guys to keep on doing that if possible, and let's get these things done.

Commissioner Fahl: That's a great idea. Let's get this done, but that doesn't mean that's the end. We can come back, and we can change our mind whenever we feel like it. So, wanting more information and making it better for our community, I think, is all of our goals. We want to do a better job recycling. There are all kinds of ideas out there. The recycling committee, that's our passion, so collaborating with them is just going to be a win-win for all of us. Then we can come back, and we just change that, and then we're thinking better.

Commissioner Fahl moved to approve Amendment to Resolution No. 05 24/25 Establishing Solid Waste and Recycling Service and Collection Center Rates for the City of Truth or Consequences. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 21 24/25 CIF-6441 Colonias Infrastructure Project Loan Grant Agreement.

Assistant City Manager Alvarez: This has been to you a couple of times before. This is the second to the last step before we'll actually start gaining some access to the funds. This is a resolution for execution of all of the loan and grant agreements for the \$4.4 million that we received from Colonias. That's a grant in the amount of \$3,960,000, a loan of \$440,000, and a cash match of \$440,000. The second page in your agenda packet will show you the generalized area that we are looking at putting in these funds. The \$4.4 million is going to cover these three items listed. The streets are noted in

yellow on the map, and that's going to be roughly Lead Street, Ore Street, Iron, Aluminum, Mercury, Tungsten, Hackberry, and Steel Street. That is some of our metal streets that are definitely experiencing a lot of waterline leaks. We anticipate approximately six to eight months for construction. The timeline, once we get this fully executed back from NMFA, the design for this, even though this slide does say four to six months, we're looking at closer to six to eight months. We are finding a little bit of delays in the approval process after the design is done to submit it up to the state. They're bogged down with a lot of this water funding. We're still about a year out for construction. Getting closer.

Mayor Hechler: Thank you for the extra detail. I think it's important for our audience to hear that there is relief coming, and you know now the area is coming, too. And if you look at the map, there's a lot of red spots in those areas that will be eliminated. That will really solve a lot of the leakage issues that we have, I think, and maybe it will also result in a lot less call-outs. We also have now kind of a time frame. Next year is going to be a busy year, but it's not going to happen until after July. So, it's good to know.

Commissioner Fahl: Traci, can you just reiterate to the public our loan and match that is coming, that we have sufficient money to pay the loan, and we have a cash match, so the public knows that.

Assistant City Manager Alvarez: Correct. We're taking from the water fund for sure, but these are ones, like I said have come to the commission prior to approval for application and approval to accept the awards, so we looked into that. These aren't new ones, these are just taking forever to get down the line.

Commissioner Fahl: Right, it's just good to reiterate that to the public. It's exciting, but sad that it is going to take that long, but it's coming.

Commissioner Mitchell moved to approve Resolution No. 21 24/25 CIF-6441 Colonias Infrastructure Project Loan Grant Agreement. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 22 24/25 CIF-6442 Colonias Infrastructure Project Loan Grant Agreement.

Assistant City Manager Alvarez: This is another funding that we received from the Colonias Infrastructure this year. This is in the amount of \$305,400. That's a grant in the amount of \$274,860 and a loan of \$30,540 with a cash match of \$30,540. This will go for the Wastewater Treatment Center. This is specific to the design of our head work system.

Commissioner Fahl moved to approve Resolution No. 22 24/25 CIF-6442 Colonias Infrastructure Project Loan Grant Agreement. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Resolution No. 24 24/25 in support of the display of static equipment on city property located at the Veterans Memorial Park and Museum.

City Manager Gonzales: The resolution is for the city to support the long-awaited helicopter that is going to come eventually to the Veterans Museum, and this just gives the approval. They just need official approval so they can put the helicopter there.

Mayor Hechler: Does this resolution provide that approval, or do we have to write a separate letter?

City Manager Gonzales: No, this says that the City of Truth and Consequences City Commission recognizes the addition of a static equipment display, and what has been wanted is a helicopter that would enhance the Veterans Memorial Park Museum, that would be honored to house the piece. This is the important part, whereas the City Commission does hereby grant and give permission for the static equipment display to be displayed.

Mayor Hechler: Well, that'll be a welcome addition to that park. I forgot to mention that Maggie Allen has done a wonderful job at that last memorial thing. So, it's good. I'm so glad that we continue to have her support. She asked about the letter. That's why I asked what I asked, and I'm thinking that the resolution should cover it. She doesn't need a separate letter.

City Manager Gonzales: She got a letter. I gave her a letter. This is the legal document. This is what is needed. This is by the elected board of commissioners approving this. This is gospel.

Commissioner Fahl: I think about a year ago, the city sent in their application to the Army Depot, so now this is also the Veterans Park, so one or the other, then with our name on the list, we have a better chance of maybe getting another display. So, it just reinforces the support of the community. We have our name on the list and apparently, you have to renew your name on the list every three years. They had offered the Veterans Park, to see if we wanted a big static gun, I think it was a .50 caliber gun or something, but I said, well, if we take that, that would be cool, but she said, well, if you do that, then you don't ever get anything else. They only give one thing, so I said, no, we want a helicopter or nothing, or a tank.

Commissioner Fahl moved to approve Resolution No. 24 24/25 in support of the display of static equipment on city property located at the Veterans Memorial Park and Museum. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Publication of Ordinance 770 NM Finance Authority Waterline Replacement Grant/Loan WPF-6323.

Assistant City Manager Alvarez: This money will be used in conjunction with the Colonias funding. Colonias does their loan grant agreements by Resolution and the Water Trust Board does theirs by ordinance. The first phase is for publication of the ordinance. This is for the amount of \$16 million. The grant is \$14,400,000. The loan is \$1,600,000 and there is a cash match requirement of \$1,600,000. In regards to the cash match, we are using the HUD funds that were received from Heinrich in 2023, so we don't actually have to pay that cash match. We'll be able to use that against it. You will find a task order, and a PO presented for POs over \$20,000 in this agenda as well. So, this funding is for the Phase 1 and Phase 2 portion, and that's going to cover Cedar Street, 7th Street, Pine Street, and the Maple area, on the other side of town. That's another area where we've been experiencing a lot of breakage. It's also going to cover some of the blue that's on there, back over towards your metal streets of Simpson, and Veater Street. Veater Street is also listed in our WISP2 project, so we might find some savings on this, because it's easier to re-scope or adjust for the critical water line at Water Trust Board than it is to re-scope on USDA. So, we might have some funding savings here, depending on how our bids come in when we get to that point. The design is actually closer to nine months out, not three months, and it's probably about a ten-month construction. We are looking at another year away, but we are hoping to get this stuff going.

Mayor Hechler: So, when we get that first part done, that's the \$4.4 million, this should be piggybacked right on the back of that, right?

Assistant City Manager Alvarez: Yeah. We're going to be potentially doing both of these along with the \$1.6 million design that goes with this. It is all happening one right after the other.

Mayor Hechler: Right. And the bid process, are they going to be bid separately or can they be bid together?

Assistant City Manager Alvarez: They will have to bid separately per the funding sources, which would be okay because potentially if we're still working on one, we could bid on the other. If the same contractor wins the bid, they've got extra crews they can deploy, or we could have two different contractors out there working in separate areas.

Mayor Hechler: It would be really interesting if the same contractor were able to do both quotes, mainly because they wouldn't have to remobilize. And then if they came in with all their equipment and started work, they wouldn't have to leave, and then somebody new came in and had to remobilize all over again. If we had the same contractor, it might work for a lower bid. So that was my question in that regard, if that could be worked out.

Assistant City Manager Alvarez: The only thing to keep in mind is, we're ready to go out on bid on WISP1, and so we'll have contractors putting in for WISP1 then potentially putting in for the \$4.4 million as well as the \$16 million and depending on where the contractors are coming in from, how big of crews they have. We are Truth or Consequences, and they put a lot of money into infrastructure and so there are a lot of towns that are going out for bid as well. There are going to be crews deployed all over New Mexico for this funding.

Mayor Hechler: Okay. Thank you.

Commissioner Fahl: It's just exciting to see that picture and say, look at what we're going to be able to accomplish.

Mayor Hechler: So, this will take care of everything on the south end of town pretty much. They're going to keep us busy, but then that's what we'll have to work on, but it'll be nice to eliminate the majority of those problems over there on the south end of town. And it'll make good neighbors with Williamsburg.

Assistant City Manager Alvarez: We do have our \$4.4 million that we got in Capital Outlay, and the \$4.3 million that Heinrich gave us, as well as this additional funding that will be coming through. So hopefully we're going to be addressing the majority of the city all the way through.

Commissioner Mitchell moved to approve Publication of Ordinance 770 NM Finance Authority Waterline Replacement Grant/Loan WPF-6323. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. NEW BUSINESS:

1. Discussion/Action: Utility Collections.

Sonya Renfro, Utility Office Manager: This meeting has been positive, I'm the bearer of bad news. What I bring before you are the collections from 2019. This is a spreadsheet of what we do in the office to collect on debt. This is a list of people that I would like to send to collections as soon as possible. This is the first time that we've brought collections to the commission for you guys to view them and see them. I feel with our staffing and the issues that we've been having, the best way probably to move forward

with this is to allow us to send everyone to collections from 2019 to 2023, and then we can start a spreadsheet and keep track and bring that to you guys on a regular basis. I know that Assistant City Manager Alvarez was really interested in a spreadsheet, and I agree with her because there are a lot of repeat offenders. It may not necessarily be the people on this list, but it's the people who own the property that are on this list, and that's what I'm bringing before you today.

Commissioner Fahl: If you turn them into collections, how does that process work?

Sonya Renfro, Utility Office Manager: One of the issues I think is that once we send them to collections, that's that, but I want you guys to know that we're continuously collecting our accounts every single day. Just in the last two weeks, I've talked to a property owner, and we've been negotiating, and talking. I think that's going to bring us in about \$8,900 of past due revenue that we didn't collect. Yesterday alone I collected on an old account for \$1,200. So, the utility office is constantly collecting. When we have people move back to town, when we have people come in to move back from the lake to turn on utilities. It's a constant collection for us. So, we do this on a daily basis. Once they're sent to collections, that's not it. It's just they have the manpower, they have the time, and they have the knowledge to be able to collect on these accounts. Once you're getting 10 phone calls a day, it's going to be a lot different, especially if you live in a different state or town.

Commissioner Fahl: So, it would be a company that you would turn it over to and then they'll do all that, is that what you're saying?

Sonya Renfro, Utility Office Manager: Yes.

Commissioner Mitchell: Do we still get that money back?

Sonya Renfro, Utility Office Manager: Yes. They're going to get a percentage of it if they collect on it. What happened in the past when we had a collection agency do collections, once they started hounding these people, that person would come in and settle with us or they reached out to us.

Commissioner Fahl: When I was looking at this list, I don't know a lot of those names but two or three of them came to mind because they passed away. What are our options when that happens.

Sonya Renfro, Utility Office Manager: They would be write off's. There are actually some companies and a few people who filed bankruptcy on their utilities and there's some people who are incarcerated. There are numerous factors.

Commissioner Fahl: So, if they passed away, or if it was settled in probate, or the house was sold and the utilities were turned back on, we don't have any options to collect at that point?

Sonya Renfro, Utility Office Manager: We had someone come in yesterday because someone had passed away, and their nephew got the property. He called to have utilities turned back on, and I said, this is how much is owed on utilities, and so then he went ahead and called our online payment, and he made that payment, and we collected that amount. We're always trying to collect from people to the best of our ability.

Commissioner Fahl: But we can't force them to you make the payment. Can you make them? Can you put a lien on it?

Sonya Renfro, Utility Office Manager: We can put a lien on a property, and we do, if it's a person who lived there, and they own the property. We've even collected from property owners who have rentals.

Commissioner Mitchell: Is there like a differentiation on the amount? So, if it's over \$15,000 or \$1,500. So, if somebody owed \$80 or whatever for 10 years, it's not a big deal, but if it's a significant amount of money, does that give it higher priority to collect on?

Sonya Renfro, Utility Office Manager: Yeah. We are definitely trying to go after the bigger amounts, of course. We put a lien on a property for \$700, and we've put a lien on a property for \$8,000. I think \$700 is probably the lowest we've gone so far.

Commissioner Mitchell: And so why haven't we been using a collection agency all along?

Sonya Renfro, Utility Office Manager: We lost our collection agency, I believe in 2018. At that time, we were still under finance, and then when we finally got out from under finance, and it wasn't the Finance Director's decisions anymore, then we had a new City Manager and he kind of took hold of that. Then COVID hit, and then whenever I found a new collection agency, I brought it before you guys, and you guys approved that contract. I actually reached out to a bunch of sister utilities in New Mexico, because that's what I like to do. I like to see what other utility offices are doing to collect, or especially for the COVID situation, because from February of 2020 until August of 2021, the Governor was not letting us turn off utilities. They weren't letting us red tag. We had a lot of problems with that. We worked with a lot of the customers to try and get them money because New Mexico was offering money for COVID help, and we did get a lot of those accounts paid down. I could honestly say we probably brought in about at least \$15,000 that we probably wouldn't have gotten without offering these people the means to apply for the help. So, now we have a collection agency, and I really think it would be best just to move forward and send everyone there. I also want you guys to know that we never stop collecting in the utility office.

Commissioner Fahl: Well, just my opinion, but it takes a lot of time to follow up on collections and keep calling people. And I think even though they keep a cut of it, at least they're focused on that, and then you guys can do your other jobs. We should just

automatically do it. I don't know what the policy is, but maybe after X amount of time, then we just automatically send them over there. Does that have to come before the Commission to do collections, or what is the normal?

Sonya Renfro, Utility Office Manager: No, putting in front of you all is not in the ordinance for collections. I will be bringing something to you for write offs so we can clean up our system. Whenever we switched over from ADG to Tyler, for some reason or another, a lot of accounts that were already written off were still put into Tyler. So, we have all this debt that's sitting in there that we do need to write off. And I know it's a pain for Assistant City Manager Alvarez because whenever we do water reports, we reach out for grants or stuff like that. They see all that debt that's sitting there still because it builds up on the system.

Commissioner Mitchell: Why do some of these have a zero balance?

Sonya Renfro, Utility Office Manager: Because those were paid. This spreadsheet is actually like a collections report in Tyler. So, I can run the report, and it turns into a file, and I send it to the collection agency. This one I put over to excel, so those zeros are there, but they don't owe us anything.

City Attorney Rubin: I always say, probably one of the most important things you could do when someone is in default is to get the lien recorded. That's really an important practice for several reasons, because what it does, the lien actually acts as a lien on the real property. So even if later on, someone sells the property, or even if someone dies, you still have your lien on the property. You can still enforce it with a foreclosure suit. It's probably the best way to collect a lot of these debts. I mean, it's happened where you'll report a case to me, and I'll do a complaint for foreclosure, and I'll come back and report to you that we've done this, and we've gotten some good results, et cetera. Recording the lien quickly is probably the best thing to do. I understand that the collection agency writes them letters and that's fine, but if that fails, your best bet is going to be foreclosing on a lien. If we are talking about referring these cases to a collection agent, and if they are unsuccessful, are we still reserving the right that we still do a foreclosure suit?

Sonya Renfro, Utility Office Manager: Anyone that we are able to put a lien on their property, we're going to do that, and we'll still send them to collections, but, of course, we'll do a lien first because our priority is to get the money that's owed to us.

City Attorney Rubin: Now, let me also just express an issue here. That's actually going to be a problem. Whether we send them to the collection agency or whether we try to do it ourselves, from what I'm hearing what you're saying, and by also reading the spreadsheet we're talking about debts that are in 2019. We're talking about debts that are five years old. I've had discussions several times with the city about whether they would still be enforceable with a foreclosures suit, for example. It boils down to, do you have a signed contract, which would make it a six-year statute of limitations, or if you don't have a signed contract, then it's only four years. What I have successfully argued

in court by someone signing an application, and us accepting it, that is a written contract. And that's the argument I've been making, and it's been working, but, you know, that's what you have to look at. So, if I was a collection agent, and if I were to be asked to write a letter about a 2019 account, I would look into it for a while to make sure that I know it's enforceable before I write a letter. So, I'm saying there's issues here, you know. I guess the concern I have is, you know, we're talking about debts that are five years old. So, they should be reviewed individually to see really what our chances are, and what our success would be, because that's always what I do when someone brings in a foreclosure case to me. I look at it to see what the chances of success are. So these are just points I'm just raising.

Sonya Renfro, Utility Office Manager: Right, and anyone that has had services with us does have a utility application on file. Now, when this came up with Mr. Rubin a couple years ago, we changed it from a utility application to a utility contract. So, there's a few other more in-depth things that people have to fill out on the application, and it also goes with our collection agency office also, like spouses or where you work when you're putting in your utility application and applying for utilities. We have taken a lot of what Jay has suggested, and we have implemented it.

City Attorney Rubin: I'm really glad to hear that. I'm not at all discouraging the fact that you are using a collection agency at all. Please don't understand, but what we had done when we sat down and talked about a lot of accounts a year ago, like you said, we look at the ones with a big dollar amount as a priority and we try to get a foreclosure lawsuit filed as soon as we possibly can. I think we should keep doing that whether we use a collection agency or not.

Sonya Renfro, Utility Office Manager: Absolutely. I totally agree with that.

Mayor Hechler: Sonya, how many liens have you put out in the last year?

Sonya Renfro, Utility Office Manager: I would say maybe 30.

Mayor Hechler: And what's the criteria? What are you looking for when you do a lien? Is there a threshold for \$500? I mean, why go on a lien if they owe \$32, right?

Sonya Renfro, Utility Office Manager: The lowest one was \$700. We haven't really sat down to come up with a criteria, but, I believe me and Ange have discussed it before this, and I think we definitely need something there to where we have a procedure because our fee to file the lien is \$25 and even mailing out the letters costs us money, and by then, we've spent more than they owe us.

Mayor Hechler: Yeah, absolutely, you have to work it that way. So, looking at this spreadsheet, no offence, but this is not a spreadsheet, it's a list.

Sonya Renfro, Utility Office Manager: Yeah. Sorry.

Mayor Hechler: Among other things, there is an account for \$3,000, but there's no notes next to it. We have steps on page 276, about two-thirds of the way down. It's \$3,955. It was cut off in 2019, and it was started in 2017. There's no notes next to it. I don't know what the disposition is. A true spreadsheet to me flags things, and then when you have a customer that has an issue, and then they re-sign up, all of a sudden it comes up, and then you look at it and say, well, I'm sorry, ma'am or sir, you can't sign up you have a lien here. We have to have an interactive spreadsheet here. This is not that.

Sonya Renfro, Utility Office Manager: Forgive me, and I'm not good at spreadsheets whatsoever. This is the best I could come up with. Our Tyler system keeps track of all of that stuff for us. So, we have alerts set up on accounts, and it pulls up by social security number. So even if someone's name changes and they come in and they sneak by us and we're entering their information, and we enter their social security number, it pulls up on Tyler and says this person owes us money. There are also some accounts that have hundreds of notes on it.

Commissioner Fahl: So, it shows up in Tyler and we can't transfer it over to the spreadsheet?

Sonya Renfro, Utility Office Manager: I don't even know how I would accomplish that with all the notes and everything we have in Tyler. I filled up all the accounts from 2019 and I just exported it and that was so I could bring it to you guys. Like I said, I went through, and we mailed out certified letters for every single person on this list. I believe maybe 10 of them were signed for, and all of the rest came back. That's how we even actually found out that some of these people were deceased.

Mayor Hechler: So, all this information is available under Tyler, and we just don't know how to use it, is that what you're saying?

Sonya Renfro, Utility Office Manager: No, I know how to use it, I just don't know how to export that into a spreadsheet.

Mayor Hechler: That would be really valuable information. Who's in charge of collections in your office?

Sonya Renfro, Utility Office Manager: We all are. I've been working on it mainly, and then I had a girl that was helping me.

Mayor Pro-Tem Forrister: She has all of that stuff in Tyler, it's just when she transfers it to a spreadsheet to provide to us, that stuff doesn't transfer. Is that what I'm hearing?

Sonya Renfro, Utility Office Manager: Yes.

Mayor Pro-Tem Forrister: So, if anyone wanted to go in and get on Tyler, you could see all of the other information that you have. It's not that it's not available. It's when she

transfers it out of the application, it just doesn't transfer how we want it to look like. Is that correct? If so, we can't do anything about that.

Sonya Renfro, Utility Office Manager: Yes ma'am. Granted, in the future, I would like to have a working spreadsheet for all of us, and then the girls would have access to it too. And then as we collect on these, we all are able to make notes on that. We just haven't done that up till now because we entered all that information into Tyler.

Mayor Hechler: Last year when we had this meeting, we approved a collection form?

Sonya Renfro, Utility Office Manager: Collection agency, yes.

Mayor Hechler: What happened with that?

Sonya Renfro, Utility Office Manager: It was approved, and that's why I'd like to start utilizing it.

Mayor Hechler: I'm really concerned because we have a lot money out there that we need to get.

Sonya Renfro, Utility Office Manager: Oh, yeah, absolutely. I agree.

Mayor Hechler: I know that you are short staffed, but from last year to this year, there has been a lot of time that you weren't short staffed. We can't let this stuff go. So, when I see a bill for \$3,900 but I see no action afterwards, then I don't understand why its not being collected.

Sonya Renfro, Utility Office Manager: Like I said, starting this week, there's only going to be three of us total in the utility office for who knows how long. That's me, accounts receivable, and one utility clerk.

Commissioner Fahl: Well, I think it's good that you clarified that some of the notes didn't transfer from Tyler, and Tyler's keeping track of that.

Mayor Hechler: I'd like to see anything that's over \$20,000 graded out, and I would like to have it report submitted to the Commission once in a while. Am I speaking on turn, and are we okay with that?

Commissioner Mitchell: I'm good at excel. Would you like me to come and help you with the spreadsheet.

Sonya Renfro, Utility Office Manager: Yeah, that would be wonderful. I think starting now and having a living spreadsheet would be the best way to go. And then I have no problem bringing that in front of you guys every so often. Also, just bringing you utility updates in general. I would like you guys to see how much we're collecting, not just how much hasn't been collected.

Commissioner Fahl: I was also thinking perhaps you guys come to us with a policy, like if it gets to \$500 then we're sending it automatically to collections.

Sonya Renfro, Utility Office Manager: You know, honestly, we haven't come up with a problem. I did find a property on this list where the owner still owns the property, and they owe us money. I think it's like \$240.

Mayor Hechler: We need to come up with a threshold. I saw several names in here that I recognized and I know that they are still around. I think \$500 should be a threshold. If there is an account where the person is deceased, I think we should automatically put a lien on it. Jay, would you weigh in on that?

City Attorney Rubin: You can do that.

Sonya Renfro, Utility Office Manager: We can if the person owns the property because if they live the Rio Abajo apartments, we can't put a lien on Rio Abajo.

City Clerk Torres: We put a lien on a property in the past for a utility bill that was ran up by a tenant, not the property owner, and that turned into a big mess and we had to end up releasing the lien because the property owner was upset that a lien was placed on their property when they were not the one who racked up the utility bill.

Mayor Hechler: I remember having that discussion last time. I don't think we ever figured a way around that, but we need to figure that out. I don't know if we do that by ordinance. If we have a renter and they leave us bill, why can't we go to the property owner?

City Attorney Rubin: Don't we already have some understanding when an owner is going to be using a renter that both parties will actually agree that the renter is the one that's responsible? I don't know how that works.

Sonya Renfro, Utility Office Manager: Whenever somebody's setting up utilities at somebody's property, we ask for the rental agreement, the renter usually puts the utilities in their name. We've had problems in the past where people were bringing in letters of non-responsibility, and they were property owners, and that is approved through New Mexico State statutes. Landlords are allowed to do that. They can bring in a letter, and it doesn't matter how much the tenant owes you, because they are not responsible, and you cannot come after their property for that.

City Attorney Rubin: You have the right to approve that, though, I think, don't you?

Sonya Renfro, Utility Office Manager: What we decided to do is the property owner has to bring in a new letter with every renter and they have to renew it every year. So, someone can't just bring one in and say, this is for anyone I rent to from here on out. That makes the property more responsible, because we do have a lot of property owners who don't care who they rent to.

Mayor Hechler: We need a remedy for that because I'm looking at another one here from an old business that went out of business, and it's for \$15,000. That's unacceptable to me. Somebody has to be responsible for that somewhere. So we need to figure out a mechanism to get that done.

Commissioner Fahl: Well, maybe Sonya and Jay can sit down and draft some kind of policy and then they can come back to us with their ideas.

Sonya Renfro, Utility Office Manager: Just to clarify. With that \$15,000 debt, we asked to have that shut off when it was at \$6,000. I think they were 2 months behind and somebody over us at the time approved for them to go 5 months without making a payment, and then we were able to finally turn them off after the 5 months, but by then they were long gone.

Commissioner Mitchell: That was all during COVID.

Mayor Hechler: They are still responsible. I just hate it when the city gets stiffed for stuff like that.

Sonya Renfro, Utility Office Manager: Absolutely.

Mayor Hechler: Let's put anything over \$1,000 onto a separate spreadsheet. To me that is worth going after and then let's figure out a plan of action and maybe we can revisit that and maybe you can do a presentation to us again next month sometime or in January, with that threshold in mind, unless you guys have a better idea.

Mayor Hechler made a motion to proceed with the collection agency and asked for another report in January that highlights the items that are between \$500 and \$1,000, and anything over that amount from 2019. After we review them, we can send some of them to collections and do some of them ourselves. We will then look at 2020 and go through the process. Once we have a mechanism for collections and a pathway, we can then move forward with 2021 and so forth. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Update: Ralph Edwards Skate Park.

OJ Hechler, Community Services Director: I wanted to bring this to you to keep you updated with where we are headed with the skate park. We did an online survey on our city website that was posted on September 24th, and we received 29 comments back, and I attached that to the packet. The biggest comment was regarding shade and the other comments concerned various things. So, we've heard the comments, and we've incorporated most of that into the design.

Commissioner Mitchell: I know that some of the kids were concerned about it being black and it gets too hot during the summertime, so if there is a way that we could work on something that won't be too hot in the summertime for the kids that would be great.

3. Discussion/Action: MOU between the Department of Homeland Security and Emergency Management State Fire Marshal's Office and Local Governments Operating New Mexico Fire Departments.

Fire Chief Tooley: This MOU allows us to use the resources at the Fire Marshalls Office. Your larger governance takes them on themselves. They have the resources and staff to do that, us smaller entities don't. We receive all of our funding from the State Fire Marshall Office, but they do have resources that we can tap into. This is to have a cooperative agreement between Fire Departments (or Districts) and the Department of Homeland Security and Emergency Management, State Fire Marshal's Office to promote fire and life safety by conducting and/or assisting the State Fire Marshal's Office with fire code inspections, to enter upon building and premises for the purpose of examination and inspection, when deemed beneficial to both parties.

Commissioner Fahl moved to approve the NMDOT Cooperative Project Agreement for the design Sidewalk Improvements Project Control No. 1102250. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: 297 W. Third Street (Municipal Court Building/Property).

Assistant City Manager Alvarez: This was brought to you previously and I was directed to get quotes for surveys and appraisals. During the update at the last meeting, Commissioner Fahl asked that I bring those back as documented and so that is what I am doing here. In your packet is the quote for the survey, as well as the quotes for the appraisal via email.

Commissioner Fahl: Is the survey for part of the lot? I couldn't figure that out.

Assistant City Manager Alvarez: The survey would survey the property, and a portion of the parking lot that is specific to the building, so we would still leave parking available for the Tennis Courts.

Commissioner Mitchell: Would this be specifically for the lease agreement or for a sale?

Assistant City Manager Alvarez: The survey would be either or, and the email for the appraisal shows the cost for two separate appraisals or the combined appraisal. The survey could be used under the assumption if we have the property surveyed, and we

are going to lease it, they are going to lease that same section as if they were going to sell it, we'd sell the same section.

City Attorney Rubin: The key is that we need to get the survey done, so I would be in favor of that. After that is done then we can make a decision on how we would like to proceed with the appraisals.

Commissioner Fahl: Should we do it all today, or just do the survey?

Mayor Hechler: I think we should just do the survey now.

Commissioner Fahl: Then we will know what the cost is.

Assistant City Manager Alvarez: I can bring the survey back so you all can look at it and see if there are any adjustments you want done to the survey before we go out for appraisal. Please keep in mind that surveys are a ways out, so I won't be bringing it to you at the December or January meeting. Maybe in February or March.

Commissioner Fahl moved to approve the for acquiring a survey for the property at 297 W. Third Street (Municipal Court Building/Property). Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Vacation of Well and Vacation of Easement.

Assistant City Manager Alvarez: I have a property owner that owns property on the other side of I-25 on the on ramp, off ramp area of the Village of Williamsburg. They contacted me because there was a very small section of property right smack in the middle of their property that is owned by the city. It is something that we didn't have knowledge of until this was brought to our attention. There is an old well that has been decommissioned on that property. Back in 2016 or 2017 the Commission and City Management at that time diverted that point of diversion over to our main water right wells. The property owner is asking if we would vacate that little section. We would still maintain the property rights, they wouldn't get any of our water property rights, but they want us to vacate that section so they can potentially sell their area property.

Mayor Hechler: If you look at the property that is to be vacated, and you look at the house next to it on the left (*photo provided in packet*) it gives you an indication of how big it is. There isn't that much property there. I was originally worried about it, and originally thought we should get some money for it, but it doesn't do us any good, and I think it would be better served just to vacate it and give it up.

Assistant City Manager Alvarez: The property owner paid to have the property surveyed themselves and the surveyor has been working with the attorney to make sure that we are going through the process properly.

City Attorney Rubin: Assuming you approve the vacation, I will be preparing a notice of vacation for the basis of vacating a property, and we will also be quitclaiming against the property owners.

Commissioner Fahl: As long as we maintain our water right, what else do we need that for.

Assistant City Manager Alvarez: If it gets approved, then everything is done by the attorney, and we just give a copy of that to OSE, and it gets put on file.

Commissioner Mitchell made a motion to approve the Vacation of Well and Vacation of Easement. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: State Grants-in-Aid to Public Libraries.

Assistant City Manager Alvarez: This is the annual allocation that our library receives. They send these out via DocuSign and the Mayor has to respond and sign those via DocuSign. This is requesting that the Commission accept the grant and approve that the mayor has already signed the documents via DocuSign. This is free grant money for our library.

Commissioner Mitchell stepped out of the meeting momentarily.

Commissioner Fahl moved to approve the State Grants-in-Aid to Public Libraries and the signature of Mayor Hechler. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried 4-0.

7. Discussion/Action: Update City Commission on AIPP (Art in Public Places) selection/location and approve Mayor to sign required documents for installation.

Assistant City Manager Alvarez: We received funding appropriation for our Animal Shelter, and within that we had an allocation of \$4,500 for art in public places. That art does not have to be specific to the Animal Shelter, but it has to be in a public area, and it has to be selected from slides of art that are provided to us by New Mexico Arts. The selection committee members were the mayor, me, City Manager Gonzales, the Chief of Police and our Public Arts Advisory Board member Eduardo Alicea. We went through multiple slides, and we submitted some of our favorites that were selected, and I've added those in. It does exceed the allocation amount, but New Mexico Arts of the Art in Public Places will pay the difference. Instead of placing this art at the Animal Shelter, we've decided that it would be really great to place it in the lobby of our upcoming new

Police Building. This all comes installed. The artists come in and put it together, and there are documents that I just received in my email that the mayor will need to execute.

Mayor Hechler: Just a quick note, the value was actually more than \$4,400, but they went ahead and wrote off \$700 for us, so we are actually getting a little bit more than what we are paying for, and the artist actually gets to come down and hang it and set it up for us. All of that is included in the package.

Commission Fahl: That is very disheartening because we have so many artists locally, and there is maybe only one picture of our community.

Mayor Hechler: We had limited items to look at and it is a state mandate.

Commissioner Fahl: I don't like that at all.

Assistant City Manager Alvarez: There weren't a lot of choices within our appropriation amount, and we don't get the choice of what artists we choose from. They provide them. It is almost an interactive PowerPoint. We selected these, but she had to go back and see if these art pieces were even still available, and I did get the email today that they are.

Mayor Hechler: We do have the option of not accepting it, but then we wouldn't get anything.

Assistant City Manager Alvarez: We could potentially lose our funds for the Animal Shelter.

Mayor Pro-Tem Forrister made a motion to approve the selection of art presented in the packet and approve Mayor to sign required documents for installation at the Police Station. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Destiny Mitchell, Commissioner voted aye.

Hon. Amanda Forrister, Mayor Pro-Tem voted aye.

Hon. Rolf Hechler, Mayor voted aye.

Hon. Merry Jo Fahl, Commissioner voted nay.

Hon. Ingo Hoeppner, Commissioner voted aye.

Motion carried with a 4-1 vote.

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

Finance Director Holguin: This first one is for the Parkhill task order to be increased for the Solid Waste Department. It was initially \$19,000, but with the increase that they are requesting exceeds \$20,000. I attached the task order to the packet, as well as the line item and funds that it will be coming out of.

Mayor Hechler: This is for the property out at the Golf Course, right?

Commissioner Fahl: What is the purpose of the task order? What are they doing?

City Manager Gonzales: They want to do a whole bunch of stuff to the driving range, and this is for us to be able to stay in compliance with NMED as per the closing of the landfill. This has to do with the monitoring.

Assistant City Manager Alvarez: The company doing the project at the driving range submitted an amended, corrective action plan that the city had already submitted and had approved through NMED. That prompted them to come back with a lot more requirements now that the city has to do, and we need to get the engineer involved to ensure that we are staying in compliance and the additional things that now have to be done and watch for if they start watering that driving range. This task order stemmed from the additional work that we will now have to do.

Discussion ensued regarding whether or not this is an investment on our part, and if we should consider maybe selling it.

Assistant City Manager: Back when City Manager Swingle was here, and the developers first came to us, we did try and offer them to potentially purchase it, but they don't want it anymore than the city wants it. It's an old landfill that has to be monitored. When Bruce came to you as a representative from the developer, and the Commission approved proceeding forward with them, they on their own took it upon themselves to submit a corrective action plan into NMED and it just kind of spiraled into this at this time. We will be having a meeting with Parkhill to dive into this even more to see what this is going to potentially cost the city, and what concerns there are, and then we will come back to the Commission with that. In order to dive into that corrective plan, and now amend that corrective plan, we have to have Parkhill do their portion, so that's what the increase is for.

Mayor Hechler: City Attorney Rubin, what if the city drafted a letter to the person that wants that portion of it and ask them to pony up for part of the fee. It doesn't benefit us. It's for them. If they hold the driving range, then why are we paying for it. We can leave it like it is right?

Mayor Pro-Tem Forrister: Is this going to be a regular thing that will be occurring? If we this is something that we have to do, I understand that, but is it because of something they want to do? If it is, then let's go back to them and say, here you go, you can buy it from us, and we can be done with the thing, and they can continue whatever they have to pay to keep running it.

City Attorney Rubin: I would like to do some research before I give you any advice to write a letter. I don't know so I would like to talk to Traci a little bit more about this.

Mayor Pro-Tem Forrister: Can we talk to them and ask them what they are thinking? I'm sure the mayor could call up our ex-City Manager and ask.

Mayor Hechler: I'll have that discussion with him. We are on the hook for \$40,000 anyway. I understand that, but I have questions about the additional \$20,000 for the benefit of another entity.

Commissioner Fahl: What happens if we table this?

Assistant City Manager Alvarez: The developer submitted an amendment to our corrective action plan. We now have to change our plan because of that. We have to answer the questions that came in through the environmental department, and as far as how in-depth that has to be done, that's the initial task order to get Parkhill to start reviewing that amendment, and potentially having to re-write that plan to meet what was submitted. They weren't supposed to submit to environmental. They were supposed to send that information over to us, but that didn't get done. It got submitted to environmental, and environmental is wanting to have discussions about what they want to have and what changes they want to make. We don't have the expertise or the knowledge to answer environmental on this stuff, so we need the engineer who originally wrote the corrective action plan to be able to sit in on those meetings with us with environmental. The task order for \$20,000 I think would complete a fully re-amended corrective action plan, but it doesn't necessarily mean that we have to use that entire \$20,000. Maybe we can potentially put this off until the December 18th meeting and between now and then I can set up a meeting that the mayor can attend with Parkhill so we can kind of understand the concerns that they and environmental have.

Mayor Pro-Tem Forrister made a motion to table the Parkhill Purchase Requisition over \$20,000 until the December 18th meeting. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

Commissioner Fahl made a motion to approve the Wilson & Company Purchase Requisitions over \$20,000. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. EXECUTIVE SESSION:

- 1. Limited Personnel Matters (Chief of Police Contract) Pursuant to 10-15-1(H.2).**
- 2. Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7).**
- 3. Threatened & Pending Litigation (Montgomery vs. City of T or C) pursuant to 10-15-1(H.7).**

Commissioner Fahl made a motion to go into executive session at 11:51 a.m. to discuss Limited Personnel Matters (Chief of Police Contract) Pursuant to 10-15-1(H.2), Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7) and Threatened & Pending Litigation (Montgomery vs. City of T or C) pursuant to 10-15-1(H.7). Commissioner Hoeppner seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler recused himself from discussion regarding Threatened & Pending Litigation (Montgomery vs. City of T or C) pursuant to 10-15-1(H.7).

Mayor Pro-Tem Forrister reconvened the meeting in open session at 1:01 p.m.

Commissioner Fahl certified that only matters pertaining to Limited Personnel Matters (Chief of Police Contract) Pursuant to 10-15-1(H.2), Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7) and Threatened & Pending Litigation (Montgomery vs. City of T or C) pursuant to 10-15-1(H.7) were discussed in Executive Session and no action was taken in executive session.

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

1. Limited Personnel Matters (Chief of Police Contract) Pursuant to 10-15-1(H.2).

Commissioner Fahl made a motion to approve the Chief of Police Contract for the next 2 years at \$95,349 with the accrual of annual, sick, or other compensation leave. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7).

Commissioner Fahl made a motion to instruct City attorney Rubin to proceed with the motion to dismiss the suit due to failure to state a claim. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

No action was taken.

I. ADJOURNMENT:

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

Passed and Approved this 18th day of December, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

The background features a vibrant blue watercolor wash. Overlaid on this are several white, organic, wavy shapes that resemble liquid splashes or bubbles. A prominent white circle is located in the upper left quadrant. The overall aesthetic is clean and modern, with a focus on fluid, natural forms.

Water and Wastewater update

November 2024

Water Leaks

- Water leaks are at a current count 30 through the City as of November 12th 2024.
- Crews were able to complete 57 leaks in the month of October. This included emergency leaks.
- Leaks repaired so far in the month of November is 6. There are 26 to be fixed in the next 3 weeks.
- Our potable water storage tanks are up for inspection. We need to procure a certified contractor to perform the inspections. Preliminary estimates came in at \$21,500. We are soliciting quotes from other sources to obtain competitive prices.



A look back

2023

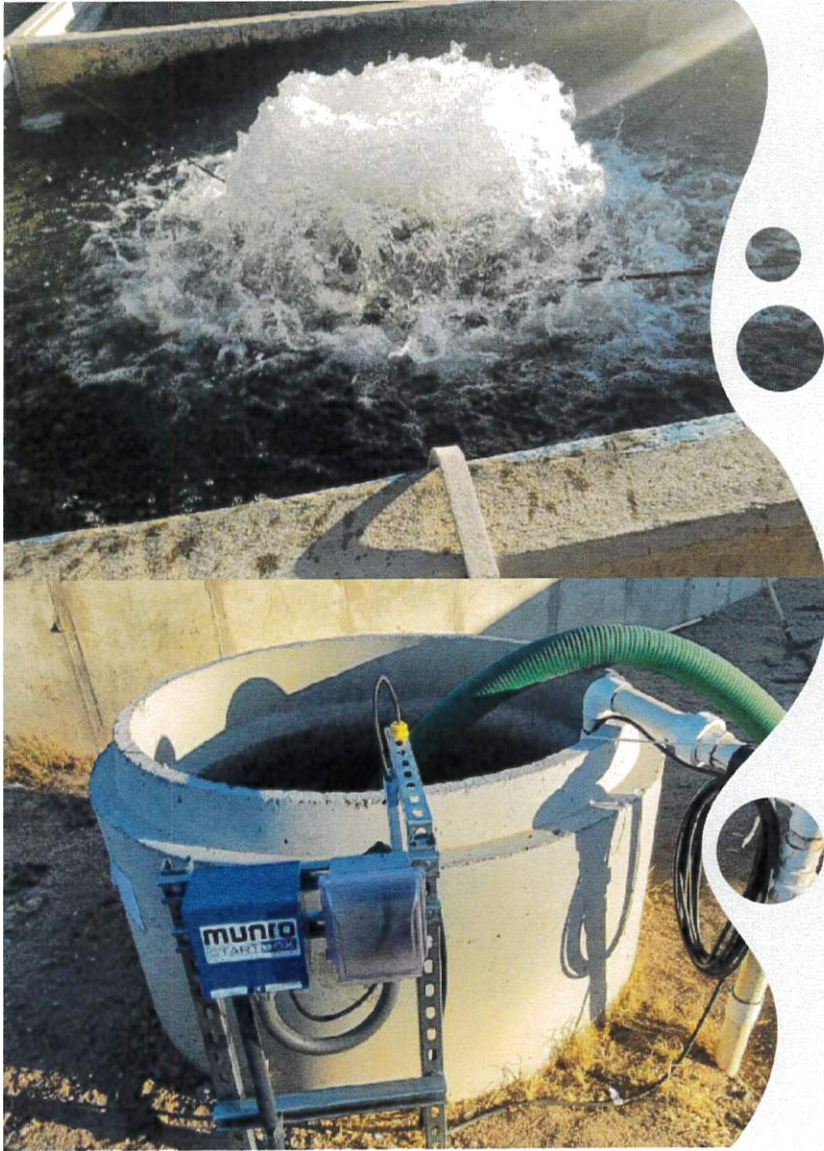
- November 2023 leak count-70
- Cost from July to October 2023-
\$65,493.43
- Average cost of leaks- \$987.01
- Water employees were only able to fix leaks as one crew due to limited equipment and staff



2024

- November 2024 leak count- 30
- Cost from July to October 2024-
\$56,898.18
- Average cost of leaks \$669.39
- Water employees are now fixing leaks as 2 crews with more staff and now 2 hydro excavators (vac truck and vac trailer)





Wastewater

- Headworks pump for the WWTP should be ready from JCH by the end of the week to be reinstalled shortly afterwards.
- Headworks level transmitter has been ordered, we are awaiting the part and installation.
- The reuse pond is in the process of being inspected. So far, we have drained the majority of the water. We will be working on removing the silt and residue to be able to inspect the liner. The pond will hopefully be up and running again by December. In the meantime, we have provided hydrant meters to the local contractors.
- The electrical motor for the golf course reuse water is currently in Las Cruces and being repaired. We expect this motor back in the next several weeks.
- Most of the electrical work has been completed. Our scum box pump was wired in as well as our aerator pump. Our area lights at the treatment area are yet to be repaired.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: G.2

SUBJECT: Acknowledge Regular Planning & Zoning Board Minutes, October 7, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 12, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge minutes.

Recommendation:

Acknowledge minutes.

Attachments:

- P&Z Minutes
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-18-24

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, OCTOBER 7, 2024**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, October 7, 2024 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy City Clerk

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

a) September 9, 2024.

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

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

There were no comments from the public.

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

4. PUBLIC HEARINGS (5 Minute Rule Applies)

- a) Public Hearing/Discussion/Action: Summary Plat Amendment at 601 E. Third/217 N. Maple. The applicant wishes to divide the parcel as per Sec. 15-15 (Alternate Summary Procedure).

Assistant City Manager Alvarez: Applicant is requesting to split this parcel. The parcel is located in the C1 District, and it currently has a business structure on it as well as a residential structure. He would like to separate the business from the residential. Both lots meet the required lot size for the C1 District no concerns with electric utility, water utility can be provided a separate tap to both areas. I did have a question on the sewer we weren't sure where the sewer ran. Are they connected?

Jason Hopp Applicant: No, they are separate. The 217 goes out to the east side and the 601 goes out on the north end.

Assistant City Manager Alvarez: So, the sewer line doesn't cross. So, there is no issues or concerns with utilities and the applicant is here.

Chairman Sisney opened the public hearing.

Chairman Sisney: Is there and issue with the water supply?

Jason Hopp Applicant: No.

Assistant City Manager Alvarez: Both lots have unobstructed access to water, sewer, electric and streets. I have attached your seven findings of facts to review for your decision-making purposes.

Proponents:

No Proponents

Opponents:

No Opponents

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for a Summary Plat Amendment at 601 E. Third/217 N. Maple. Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

- b) Public Hearing/Discussion/Action: Vacation of Plats to Vacate a 20' alley situated in Section 34, Township 13 South, Range 4 West, N.M.P.M., within Block 1, Smith Terrace as per Sec. 15-18 (Vacation of Plats)

Assistant City Manager Alvarez: If you turn to the fourth page in your packet this will probably be the easiest thing to look at for explanation. The applicant owns the property and the parcels as well. They are requesting to vacate the section of what is designated as an alley between the properties. This is silver street up by the hospital area. As you know from that it wouldn't be a very well-developed area. If you look at the second map on the next page you will see that the alley way ends at the end of their parcels. What they are requesting is that the city vacate that alley. The alley way would then be split between those various parcels for potential future development. The applicants are present. There is no service up there at this time they are looking at potentially developing it so it would be their responsibility to pay for water, sewer and electric services to go there. There are areas that those utilities could be provided but vacating this alley does not interfere with any services.

Chairman Sisney opened the public hearing.

Daniel Steel Applicant: Everything Traci said covers it. The 20-foot alley when they build houses on 9th street that block that alley off on 9th street then Madeline is a 60-foot right of way on the north side as you can see and that's where it ends and then it's a huge hole there right next to the helipad. I don't see it affecting anything in a negative way. We want to build one home up there, that is our plan. We are not developing this property.

Member Kent: you want to bring this all together into one?

Daniel Steel Applicant: Yes, its four tax ids with the county four different parcels.

Assistant City Manager Alvarez: He is not required to combine the parcels. If he wants to build the only difference in that requirement is if he doesn't combine the parcels when he goes to build is that his building has to meet the required setbacks of whatever parcel it sits on. He feels that could potentially be doable and if not, we will see him again when he combines the parcels.

Daniel Steel Applicant: That is what we will do is we will build one parcel. The view is great so. Most of that property is hill side. We met with the county assessor. We were going to originally ask to vacate half of Madeline also but he advised against that so that is why we are doing the 20-foot alley.

Proponents:

No Proponents

Opponents:

No Opponents

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for a Vacation of Plats to Vacate a 20' alley situated in Section 34, Township 13 South, Range 4 West, N.M.P.M., within Block 1, Smith Terrace as per Sec. 15-18 (Vacation of Plats). Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

5. NEW BUSINESS:

- a) Discussion/Action: Recommendation for the re-appointment of Board Member Chris Sisney.

Vice-Chairman Buhler made a motion to recommend to the City Commission the re-appointment of Chris Sisney to serve as a member on the board. Member Kent seconded the motion. Motion carried unanimously.

- b) Discussion/Action: Recommendation for the re-appointment of Board Member Esther Luchini.

Chairman Sisney made a motion to recommend to the City Commission the re-appointment of Chris Sisney to serve as a member on the board. Member Kent seconded the motion. Motion carried unanimously.

- c) Discussion/Action: Recommendation for the re-appointment of Board Member Susan Buhler.

Chairman Sisney made a motion to recommend to the City Commission the re-appointment of Chris Sisney to serve as a member on the board. Member Luchini seconded the motion. Motion carried unanimously.

5. REPORTS FROM THE BOARD:

Member Kent: We haven't talked about trying to discuss short term rental guidelines. Now that I'm back if we want to move forward with that.

Assistant City Manager Alvarez: Request that they city clerks' office put it on your agenda as a discussion/update for the first meeting and then you guys bring all of your information or discussion workshop even and bring all your research and our municipal code and where your concerns and changes would be and kind of hash it out. I know when we have gone to the utility board when revising something sometimes it will take 2 to 4 meetings for them to all

hash it out and come up with a draft that they want presented to the city commission. Start with the first one and see where you go from there.

Member Kent: Are you suggesting for the next meeting to bring and research or ideas that we may.

Assistant City Manager Alvarez: I would recommend that after you have a good discussion as a board and maybe come up with some ideas then you have one of your meetings scheduled as a public workshop and you don't have to wait for your next scheduled meeting you can make a decision and they can put it on the agenda for you guys to make a decision about a potential special meeting and meet sooner than a month later.

6. REPORTS FROM STAFF:

Assistant City Manager Alvarez: Just to keep you guys aware of where code is going at this time, we have encountered some delays and hurdles in the Magistrate court so our Code Enforcement Officer Tyler went to the planning and zoning conference and got some really good ideas on how Edgewood is handling their system and it looks like it could potentially streamline our system a little bit. You may hear about or see some information coming to you guys potentially at the next meeting or the meeting after for an update that would help us not have to take some of these cases through court. Unfortunately, I don't know if it's because Magistrate is busy or if it's just the idea behind the judges, but they don't want to hear or deal with code enforcement violations. We will keep you posted as we move forward. It will involve changing our ordinances, but they have some great ideas. I believe they are planning on if you are able to go to the city commission meeting on Wednesday they are having a really good presentation. Either look at the agenda packet after the meeting I don't think the presentation is in the actual meeting packet yet. He will do the presentation and then it will be available or if you are able to come to the meeting that would be great. Wednesday the 9th at 9am.

Member Luchini: Which issues go to Magistrate Court?

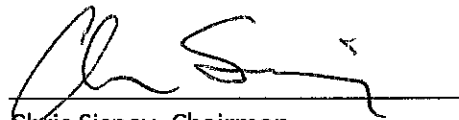
Assistant City Manager Alvarez: All of our municipal code violations go to Magistrate. We have no Municipal Court, so everything goes straight to magistrate. In the past anything that was a city ordinance and not a state law or municipal court was the one that heard, and we had struggles there as well. They deal with some but code enforcement violations they just aren't really interested in hearing and taking a long time to get through to process so it gets frustrating on our side because you submit something and then you're waiting 30 to 60 days before you get a trial date and then sometimes it gets suspended for certain days or dismissed. Unfortunately, we are not the only municipality encountering that. That is why Edgewood moved a whole new process they have been really successful. It's been so successful that

Albuquerque and Santa Fe have even taken on some of the process that Edgewood is doing and so that is what Tyler is presenting on Wednesday.

7. ADJOURNMENT:

Chairman Sisney adjourned the meeting at 4:20 p.m.

PASSED AND APPROVED ON THIS 9th DAY OF DECEMBER, 2024.


Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: G.3

SUBJECT: November 2024 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: December 9, 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 November 2024

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,864,640.21

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 12-18-2024

Accounts Payable Transfer Sheet - 2024 - 2025 FY
Post Date Ending: 11/1, 11/8, 11/15, 11/20, 11/22, 11/27

Fund	Fund Description	Fund Totals						GRAND TOTAL TRANSFERS	Fund Numbers
		11/1/2024	11/8/2024	11/15/2024	11/20/2024	11/22/2024	11/27/2024		
101	General	\$37,630.18	\$57,647.67	\$24,538.71	\$35,783.92	\$22,441.94	\$85,933.45	\$263,975.87	101
201	Local Government Corrections							\$0.00	201
209	State Fire	\$14,410.81		\$698.61		\$380.50	\$188.96	\$15,678.88	209
211	Law Enforcement Protection	\$1,223.75		\$488.72		\$599.54	\$356.25	\$2,668.26	211
214	Lodger's Tax	\$3,000.00	\$5,990.52	\$2,752.79			\$2,513.88	\$14,257.19	214
216	Street Renovation	\$179.96	\$2,965.74	\$34,613.55		\$5,188.38	\$7,674.71	\$50,622.34	216
217	Municipal Recreation							\$0.00	217
260	Fiscal Recovery Funds		\$15,478.64					\$15,478.64	260
294	State Library			\$35.16		\$136.20	\$169.30	\$340.66	294
295	Municipal Pool		\$40.10	\$2,114.60		\$40.10	\$421.90	\$2,616.70	295
296	PD-GRT Fund	\$1,790.00				\$495.00	\$661.12	\$2,946.12	296
298	PD-Donations							\$0.00	298
302	Electrical Construction							\$0.00	302
303	Veterans Memorial					\$236.38		\$236.38	303
304	SJOA - Grants							\$0.00	304
305	Capital Improvement General							\$0.00	305
306	Capitla 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						\$28,734.80	\$28,734.80	314
315	CI Reserve- Non Capital Equipment	\$61,772.49				\$5,361.35	\$61,666.12	\$128,799.96	315
316	Emergency Reserve							\$0.00	316
320	USDA Water System Improvements						\$534,931.24	\$534,931.24	320
321	Water System Improvements							\$0.00	321
360	NMFA Projects							\$0.00	360
370	Water Trust Board Projects					\$76,744.79		\$76,744.79	370
380	Community Development	\$91,715.10						\$91,715.10	380
403	Pledge State Tax		\$31,424.02			\$5,388.32		\$36,812.34	403
501	Cemetery	\$1,000.00		\$581.89				\$1,581.89	501
502	Utility Office	\$259.97	\$180.94	\$5,887.17		\$165.19	\$4,106.04	\$10,599.31	502
503	Electric Dept	\$695.62	\$2,527.80	\$303,989.75		\$5,870.30	\$49,681.98	\$362,765.45	503
504	Water Dept	\$1,575.46	\$3,753.43	\$30,508.26		\$1,901.78	\$7,061.45	\$44,800.38	504
505	Solid Waste	\$68,421.39	\$3,444.59	\$27,280.90		\$6,393.44	\$6,665.40	\$112,205.72	505
506	WasteWater	\$4,161.89	\$9,150.40	\$15,429.20		\$3,395.82	\$6,601.10	\$38,738.41	506
507	Solid Waste Landfill/Collection							\$0.00	507
508	Golf Course	\$1,337.27	\$829.20	\$4,397.19		\$544.39	\$80.74	\$7,188.79	508
509	Municipal Airport		\$19,693.04			\$54.71	\$124.31	\$19,872.06	509
600	Internal Service Fund		\$18.54	\$22.41		\$287.98		\$328.93	600
	Grand Total-Accounts Payable	\$289,173.89	\$153,144.63	\$453,338.91	\$35,783.92	\$135,626.11	\$797,572.75	\$1,864,640.21	



Truth or Consequences

AP EOM REPORT

By Fund

Payment Dates 11/1/2024 - 11/30/2024

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					
XEROX CORP - OLD	022313438	11/01/2024	CITY MANAGER XEROX EQUI...	101-1003-43465	177.74
SIERRA JOINT OFFICE ON AGI...	10092024	11/01/2024	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	8,750.00
COMPANION ANIMAL ACTION...	10162024	11/01/2024	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	375.00
BANK OF AMERICA	10182024	11/01/2024	HOLIDAY DECORATIONS FOR C...	101-1009-44607	599.58
LAYLA JONES	10282024	11/01/2024	DEPOSIT REFUND CITY PARK	101-1099-34348	25.00
SIERRA COUNTY CLERK	10302024	11/01/2024	OPEN PO FOR LIENS & MISC R...	101-1001-43740	50.00
MIKE TORRES DBA CD TECHN...	1036	11/01/2024	IT SERVICE GENERAL FUND OP...	101-1018-48598	7,389.68
TURTLEBACK PEST CONTROL I...	103812	11/01/2024	TURTLEBACK PEST CONTROL S...	101-1014-43403	1,074.00
DELL TECHNOLOGIES	10771424795	11/01/2024	DELL OPTIPLEX SMALL FORM ...	101-1003-44613	1,498.30
DELL TECHNOLOGIES	10771424795	11/01/2024	DELL COMPUTERS	101-1004-44613	2,996.60
DELL TECHNOLOGIES	10771424795	11/01/2024	KEYBOARD & MONITORS	101-1004-44613	821.85
DELL TECHNOLOGIES	10779165200	11/01/2024	2 DESK TOPS 4 MONITORS	101-1012-44613	3,892.82
NM EDGE	14241	11/01/2024	NM PUBLIC PROCUREMENT C...	101-1004-42720	540.00
BANK OF AMERICA	15250, 15251	11/01/2024	NACA MEMBERSHIPS FOR CO...	101-1008-43770	50.00
AMAZON CAPITAL SERVICES I...	1DNM-C6RP-6MXD	11/01/2024	AMAZON OFFICE SUPPLIES	101-1004-44606	414.00
AMAZON CAPITAL SERVICES I...	1YKH-GXLY-1MRQ, 1RVP-WKT...	11/01/2024	OFFICE SUPPLIES FLEET DIREC...	101-1012-44606	717.74
MOBILE MEDICAL EXPRESS LLC	2127	11/01/2024	RANDOM TESTING FY24-25	101-1004-48599	1,417.31
STANTEC CONSULTING SERVI...	2300015	11/01/2024	EVALUATION & DEVELOPMEN...	101-1010-48598	1,527.63
STANTEC CONSULTING SERVI...	2300033	11/01/2024	DEVELOPMENT REVIEW LOVES...	101-1010-48598	1,277.46
STANTEC CONSULTING SERVI...	2300052	11/01/2024	DEVELOPMENT REVIEW LOVES...	101-1010-48598	1,241.58
VALLEY VET SUPPLY	274979	11/01/2024	SYRINGES WITH NEEDLES	101-1006-44607	151.80
BANK OF AMERICA	455461752382	11/01/2024	HOTEL FOR ROLF HECHLER	101-1000-42310	358.28
SILVERSKY, INC.	513774-SI	11/01/2024	GENERAL FUND OPEN PO FY2...	101-1018-43815	1,653.36
BANK OF AMERICA	550463427362994495906	11/01/2024	HOLIDAY DECORATIONS	101-1009-44607	370.48
BANK OF AMERICA	AD01852504528CUS	11/01/2024	ADOBE ACROBAT PRO RENE...	101-1001-43770	259.97
TRESCO, INC	1152024	11/07/2024	REFUND OF SIGN PERMIT OV...	101-1099-33338	20.00
SUPERIOR WEED AND PEST C...	000176, 000175	11/08/2024	OPEN PO FY 25 WEED AND P...	101-1009-47415	1,690.65
TYLER TECHNOLOGIES INC	025-484698	11/08/2024	TYLER TUTORING-FINANCE,PA...	101-1004-42720	250.00
BANK OF AMERICA	10/25/2024	11/08/2024	PER DIEM ESTIMATE FOR LEI...	101-1004-42310	112.08
BANK OF AMERICA	10/25/2024 - CC	11/08/2024	HOTEL ROOM - IPRA EDUCATI...	101-1001-42720	139.29
Jocelyn Holguin	10252024	11/08/2024	FUEL REIMBURSEMENT FOR ...	101-1004-42305	199.66
MIKE TORRES DBA CD TECHN...	1037	11/08/2024	CANON DOCUMENT SCANNER	101-1004-44606	308.95
POLICARPIO V BUSTAMANTE ...	110.24	11/08/2024	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
JAIME F RUBIN LLC	11042024	11/08/2024	MONTHLY STATEMENT	101-1000-43597	4,117.16
SIERRA COUNTY CLERK	11062024	11/08/2024	OPEN PO FOR LIENS & MISC R...	101-1001-43740	25.00
REED'S TIRE CENTER	14977	11/08/2024	265 70/17 YOKAHMA GEOLA...	101-1007-47420	840.00
REED'S TIRE CENTER	15136	11/08/2024	TIRES FOR PD UNITS	101-1007-47420	3,150.00
AMAZON CAPITAL SERVICES I...	1H9N-MCK1-KQ1D, 1C6D-9G...	11/08/2024	OFFICE SUPPLIES	101-1006-44606	58.24
SIERRA COUNTY SENTINEL	3121	11/08/2024	HELP WANTED ADS - FY24-25 -...	101-1004-43740	392.85
SIERRA COUNTY SENTINEL	3132, FC77	11/08/2024	FY 24/25 PUBLICATIONS	101-1001-43740	361.51
NU-WAY LAUNDRY & CLEANE...	39804	11/08/2024	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
SIERRA VISTA HOSPITAL / SIER...	41000135	11/08/2024	COLLECTION DRUG TEST FEE ...	101-1004-48599	150.00
QUILL CORPORATION	41327564, 41309800	11/08/2024	OFFICE SUPPLIES FOR PD	101-1007-44606	393.81
TRANS UNION RISK & ALTERN...	485949-202410-1	11/08/2024	TLO SERVICES FOR PD FOR FY ...	101-1007-43815	117.00
STAPLES CONTRACT & COMM...	6010325523	11/08/2024	STAPLES OFFICE SUPPLIES	101-1004-44606	649.72
SIERRA AUTO/CARQUEST	6016-329566	11/08/2024	WINDSHIELD WIPERS	101-1007-47420	22.54

AP EOM REPORT

Payment Dates: 11/1/2024 - 11/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	6016-329566	11/08/2024	WINDSHIELD TRIM	101-1007-47420	129.99
SIERRA AUTO/CARQUEST	6016-329568	11/08/2024	CABLE	101-1012-47420	109.78
SIERRA AUTO/CARQUEST	6016-329568	11/08/2024	WIRING LUG	101-1012-47420	19.90
SIERRA AUTO/CARQUEST	6016-329568	11/08/2024	BOOSTER CABLE	101-1012-47420	59.99
SIERRA AUTO/CARQUEST	6016-329568	11/08/2024	XBO VALVE	101-1012-47420	55.98
SIERRA AUTO/CARQUEST	6016-329568	11/08/2024	12V PWR OUTLET	101-1012-47420	49.34
SIERRA AUTO/CARQUEST	6016-329597	11/08/2024	STARTER	101-1012-47420	142.61
SIERRA AUTO/CARQUEST	6016-329992	11/08/2024	GLASSES	101-1012-44607	4.99
SIERRA AUTO/CARQUEST	6016-329992	11/08/2024	UTILITY KNIFE	101-1012-44607	17.99
SIERRA AUTO/CARQUEST	6016-329992	11/08/2024	SPRING SNAP	101-1012-44607	2.99
SIERRA AUTO/CARQUEST	6016-329992	11/08/2024	BATTERY FOR G-79498	101-1012-47420	150.16
SIERRA AUTO/CARQUEST	6016-329993	11/08/2024	OIL FILTER	101-1007-47420	7.42
SIERRA AUTO/CARQUEST	6016-330150	11/08/2024	HYD FITTING	101-1012-44607	9.98
SIERRA AUTO/CARQUEST	6016-330150	11/08/2024	XBO CRIMPS	101-1012-44607	16.00
SIERRA AUTO/CARQUEST	6016-330150	11/08/2024	HYDRAULIC HOSE BULK	101-1012-44607	19.20
SIERRA AUTO/CARQUEST	6016-330150	11/08/2024	HYDRAULIC FITTING	101-1012-44607	29.98
SIERRA AUTO/CARQUEST	6016-330150	11/08/2024	1/4 MM PLUG	101-1012-44607	4.92
SIERRA AUTO/CARQUEST	6016-330151	11/08/2024	HEADLIGHT HALOGEN	101-1012-44607	14.97
SIERRA AUTO/CARQUEST	6016-330151	11/08/2024	ACETYLENE	101-1012-44607	116.00
SIERRA AUTO/CARQUEST	6016-330151	11/08/2024	XBO TORCH KIT	101-1012-44607	349.99
SIERRA AUTO/CARQUEST	6016-330151	11/08/2024	WASHER FLUID CAP	101-1012-44607	9.32
SIERRA AUTO/CARQUEST	6016-330151	11/08/2024	SAW BLADES	101-1012-44607	62.97
SIERRA AUTO/CARQUEST	6016-330151	11/08/2024	OXYGEN	101-1012-44607	39.04
QUEST DIAGNOSTICS, INC.	9212163844	11/08/2024	SCREENING & MRO FEE FY 24-...	101-1004-48599	230.80
ARENAS VALLEY ANIMAL CLIN...	94659, 95032, 95222	11/08/2024	VET SERVICES	101-1006-48598	1,222.98
VERIZON WIRELESS	9977202505	11/08/2024	POLICE DEPT OPEN PO FY24/25	101-1007-43775	329.71
VERIZON WIRELESS	9977202505	11/08/2024	ANIMAL CONTROL OPEN PO F...	101-1008-43775	164.80
TALON SEPTIC & POTTY SERVI...	I1969	11/08/2024	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,000.00
SIERRA VISTA HOSPITAL / SIER...	OCT2024	11/08/2024	GRT DISTRIBUTION FY 2024 - ...	101-1017-48599	35,921.43
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	101-1001-41226	156.55
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	101-1003-41226	115.38
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	101-1004-41226	351.10
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	101-1006-41226	161.38
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	101-1007-41226	1,317.54
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	101-1008-41226	123.07
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	101-1009-41226	99.43
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	101-1011-41226	248.53
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	101-1012-41226	194.86
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	101-1014-41226	217.37
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	101-1016-41226	194.71
TYLER TECHNOLOGIES INC	025-484698-TX	11/15/2024	TYLER TUTORING-FINANCE,PA...	101-1004-42720	20.94
INTERNAL SERVICE FUND	08/01/2024-08/31/2024	11/15/2024	AUGUST 2024 SERVICE/MAINT...	101-1009-47420	42.33
CHAPARRAL SURVEYING, LLC	11122024	11/15/2024	SURVEY PLAT AND LEGAL DES...	101-1009-48598	2,667.19
KATHRYN ELLIOTT DBA CIVILIT...	116	11/15/2024	GOVERNMENT RELATIONS	101-1000-43598	3,238.13
ALBUQUERQUE PUBLISHING ...	118640	11/15/2024	ITB 2024-10-001 ANIMAL SHE...	101-1004-43740	147.04
AMAZON CAPITAL SERVICES I...	16KK-JKFK-63CY	11/15/2024	OFFICE SUPPLIES	101-1012-44606	244.50
SUN VALLEY INC	177374/6, 177385/6, 177423/...	11/15/2024	OPEN PO UNSTOCKED FIELD S...	101-1009-44607	354.61
SUN VALLEY INC	177524/6, 177263/6	11/15/2024	OPEN PO FOR OCTOBER FIELD...	101-1014-44607	217.02
SIERRA COUNTY SENTINEL	3031	11/15/2024	AD IN THE SENTINEL	101-1000-43740	355.60
DSI TECHNOLOGIES LLC DBA ...	347234	11/15/2024	CITY CLERK OFFICE SHARP OV...	101-1001-43465	844.13
DSI TECHNOLOGIES LLC DBA ...	347234	11/15/2024	CITY MANAGER OFFIC SHARP ...	101-1003-43465	343.42
DSI TECHNOLOGIES LLC DBA ...	347234	11/15/2024	FINANCE OFFICE SHARP OVER...	101-1004-43465	188.53
DSI TECHNOLOGIES LLC DBA ...	347234	11/15/2024	PARKS DEPT SHARP OVERAGE...	101-1009-43465	0.53
DSI TECHNOLOGIES LLC DBA ...	347234	11/15/2024	FACILITY MANAGEMENT SHA...	101-1014-43465	15.84
ALARM CONTROL TECHNOLOG...	35972, 35973	11/15/2024	FIRE ALARM MONITORING OP...	101-1014-47410	53.82
RYAN GIGANTE	431098288314, 431052288994	11/15/2024	REIMBURSEMENT FOR MOTO...	101-1007-47420	21.58
LASTING PAWS PET MEMORIA...	LC10391-I-0056	11/15/2024	ANIMAL CREMATION	101-1006-48598	783.70
CITY UTILITIES	NOV152024	11/15/2024	GENERAL FUND OPEN PO FY2...	101-1018-43780	452.46

AP EOM REPORT

Payment Dates: 11/1/2024 - 11/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY UTILITIES	NOV2024	11/15/2024	GENERAL FUND CYCLE A&B O...	101-1018-43780	3,823.14
CITY UTILITIES	OCT2024	11/15/2024	GENERAL FUND CYCLE C&D O...	101-1018-43780	10,724.20
DC PROFESSIONAL PARTNERS ...	78322660	11/20/2024	REPAIRS ON PD UNIT 14652G	101-1007-47420	35,783.92
WEX BANK	100717770 - CLRK	11/22/2024	FUEL USED DURING TRAINING...	101-1001-43316	28.00
WEX BANK	100717770 - COACO	11/22/2024	FUEL USAGE FOR ACO/CODES ...	101-1008-43316	638.50
WEX BANK	100717770 - FIN	11/22/2024	OPEN PO FOR WEEX FUEL	101-1004-43316	20.75
WEX BANK	100717770 - FLT	11/22/2024	FUEL OPEN PO FOR FY 2024 - ...	101-1012-43316	520.10
WEX BANK	100717770 - FM	11/22/2024	WEX BANK FUEL CARD OPEN P...	101-1014-43316	745.90
WEX BANK	100717770 - PD	11/22/2024	FUEL USAGE FOR PD UNITS F...	101-1007-43316	7,112.92
NM SELF INSURERS FUND	10312024	11/22/2024	LIABILITY DEDUCTIBLE CLAIM ...	101-1007-46732	541.85
TDS	11182024	11/22/2024	GENERAL OPEN PO FY24/25	101-1018-43780	3,960.28
WINDSTREAM CORPORATION	11192024	11/22/2024	CITY MANAGER OPEN PO FY2...	101-1003-43775	90.59
SIERRA COUNTY CLERK	11202024	11/22/2024	OPEN PO FOR LIENS & MISC R...	101-1001-43740	150.00
WILSON & COMPANY INC ENG...	131483	11/22/2024	PLANNING AND PRLIMINARY	101-1009-48598	2,964.92
O'REILLY AUTO PARTS, INC.	2162-167249	11/22/2024	STRUTS	101-1007-47420	399.76
THE LINE LLC	2786, 2787	11/22/2024	UNIFORM ITEMS FOR PD AND...	101-1008-42620	91.91
QUILL CORPORATION	41432896, 41494870, 414187...	11/22/2024	OFFICE SUPPLIES	101-1001-44606	172.36
QUILL CORPORATION	41580716	11/22/2024	MISC OFFICE SUPPLIES ADMIN...	101-1010-44606	43.00
SILVERSKY, INC.	515277-SI	11/22/2024	GENERAL FUND OPEN PO FY2...	101-1018-43815	1,734.15
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	101-1001-41226	156.55
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	101-1003-41226	115.38
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	101-1004-41226	330.52
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	101-1006-41226	161.38
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	101-1007-41226	1,245.56
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	101-1008-41226	123.07
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	101-1009-41226	99.43
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	101-1011-41226	246.31
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	101-1012-41226	194.86
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	101-1014-41226	181.22
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	101-1016-41226	194.71
TURTLEBACK PEST CONTROL I...	104301	11/27/2024	TURTLEBACK PEST CONTROL S...	101-1014-43403	1,074.00
NM BOARD OF VETERINARY ...	11/15/2024	11/27/2024	ANNUAL ANIMAL SHELTER LIC...	101-1006-43770	150.00
POLICARPIO V BUSTAMANTE ...	111.24	11/27/2024	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
BANK OF AMERICA	11202024	11/27/2024	MISC OFFICE SUPPLIES ADMIN...	101-1010-44606	243.89
SIERRA VISTA HOSPITAL / SIER...	11242024	11/27/2024	GRT DISTRIBUTION FY 2024 - ...	101-1017-48599	35,732.62
SIERRA COUNTY CLERK	11252024	11/27/2024	OPEN PO FOR LIENS & MISC R...	101-1001-43740	25.00
NM MUNICIPAL LEAGUE	11262024	11/27/2024	REGISTRATION FOR JOCELYN ...	101-1004-42720	200.00
NM MUNICIPAL LEAGUE	11262024	11/27/2024	REGISTRATION FOR MINDEE ...	101-1004-42720	275.00
BANK OF AMERICA	12268, 12390, 110, 4316, 060...	11/27/2024	LGD BUDGET CONFERENCE F...	101-1004-42310	498.38
BANK OF AMERICA	2024	11/27/2024	NMPP MEMBERSHIP FOR JOC...	101-1004-43770	75.00
BANK OF AMERICA	227737	11/27/2024	STEEL TOE WORK BOOTS - JU...	101-1009-44615	179.99
BANK OF AMERICA	23-12237-15926	11/27/2024	PORTABLE DOG CAR RAMPS	101-1008-44607	114.86
BANK OF AMERICA	304319666021500	11/27/2024	ANIMAL SHELTER SUPPLIES	101-1006-44607	133.65
BANK OF AMERICA	3384430583	11/27/2024	OPEN PO FOR CITY DOMAIN A...	101-1001-43770	55.34
COULTER KYLEEN	3689998	11/27/2024	REIMBURSEMENT FOR FUEL F...	101-1007-43316	33.37
BANK OF AMERICA	373528	11/27/2024	ANIMAL CONTROL SUPPLIES	101-1008-44607	370.90
BANK OF AMERICA	455371731628, 24291, 68885	11/27/2024	NM INFASTRUCE FINANCE CO...	101-1004-42310	298.92
BANK OF AMERICA	455371731628, 24291, 68885	11/27/2024	NM INFASTRUCE FINANCE CO...	101-1004-42310	31.22
BANK OF AMERICA	95654232, 95654232, 783941	11/27/2024	LODGING & PER DIEM FOR LE...	101-1004-42310	1,186.01
VERIZON WIRELESS	9978780058	11/27/2024	CITY CLERK OPEN PO FY24/25	101-1001-43775	279.98
VERIZON WIRELESS	9978780058	11/27/2024	CITY MANAGER OPEN PO FY2...	101-1003-43775	259.64
VERIZON WIRELESS	9978780058	11/27/2024	FINANCE OPEN PO FY24/25	101-1004-43775	252.63
VERIZON WIRELESS	9978780058	11/27/2024	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	110.64
VERIZON WIRELESS	9978780058	11/27/2024	POLICE DEPT OPEN PO FY24/25	101-1007-43775	1,965.63
VERIZON WIRELESS	9978780058	11/27/2024	ANIMAL CONTROL OPEN PO F...	101-1008-43775	126.77
VERIZON WIRELESS	9978780058	11/27/2024	PARKS DEPT OPEN PO FY24/25	101-1009-43775	146.13
VERIZON WIRELESS	9978780058	11/27/2024	COMMUNITY DEVELOPEMENT...	101-1010-43775	69.44
VERIZON WIRELESS	9978780058	11/27/2024	STREETS DEPT OPEN PO FY24/...	101-1011-43775	152.52

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9978780058	11/27/2024	FLEET DEPT OPEN PO FY24/25	101-1012-43775	207.89
VERIZON WIRELESS	9978780058	11/27/2024	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	126.52
MELLOY FORD	FC23402	11/27/2024	2023 CHEVROLET SILVERADO ...	101-1014-80810	39,979.00
BANK OF AMERICA	PLA52726	11/27/2024	PLAUD NOTE X 3 FOR CLERK'S...	101-1001-44606	477.00
BANK OF AMERICA	WG75231683	11/27/2024	ANIMAL SHELTER STORAGE S...	101-1006-44607	201.51

Fund 101 - General Total: 263,975.87

Fund: 209 - Fire

MUNICIPAL EMERGENCY SERV...	IN2132693	11/01/2024	1.75" DJ BLUE RUBBER LINER	209-1603-44810	1,986.70
MUNICIPAL EMERGENCY SERV...	IN2132693	11/01/2024	5" YELL NITREX X 100'	209-1603-44810	4,733.35
MUNICIPAL EMERGENCY SERV...	IN2132693	11/01/2024	2.5" DJ RED RUBBER LINER	209-1603-44810	7,690.76
CITY UTILITIES	NOV2024	11/15/2024	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	385.51
CITY UTILITIES	OCT2024	11/15/2024	FIRE DEPT CYCLE C&D OPEN ...	209-1603-43780	313.10
XEROX CORP - OLD	022476674, 022476670, 0223...	11/22/2024	FIRE XEROX EQUIPMENT CON...	209-1603-43465	254.63
WINDSTREAM CORPORATION	11192024	11/22/2024	FIRE DEPT OPEN PO FY24/25	209-1603-43775	125.87
VERIZON WIRELESS	9978780058	11/27/2024	FIRE DEPT OPEN PO FY24/25	209-1603-43775	188.96

Fund 209 - Fire Total: 15,678.88

Fund: 211 - Law Enforce Prot

BANK OF AMERICA	09262024	11/01/2024	LODGING FOR OFFICER TRAIN...	211-2003-42535	166.30
BANK OF AMERICA	10212024	11/01/2024	PROFESSIONAL/COURT ATTIRE...	211-2003-44573	243.85
BANK OF AMERICA	72934648465668	11/01/2024	LODGING FOR BASICE SWAT T...	211-2003-42535	785.87
BANK OF AMERICA	72934653948274	11/01/2024	LODGING FOR STREET CRIMES...	211-2003-42535	27.73
INTERNAL SERVICE FUND	07/01/2024-07/31/2024	11/15/2024	JULY 2024 SERVICE/MAINT FO...	211-2003-47420	418.03
INTERNAL SERVICE FUND	08/01/2024-08/31/2024	11/15/2024	AUGUST 2024 SERVICE/MAINT...	211-2003-47420	70.69
KAUFMAN'S WEST LLC	10185L	11/22/2024	BALLISTIC VEST OUTER CARRI...	211-2003-44615	300.00
THE LINE LLC	2786, 2787	11/22/2024	UNIFORM ITEMS FOR PD AND...	211-2003-44573	299.54
BANK OF AMERICA	09252024	11/27/2024	LEADERSHIP TRAINING FOR O...	211-2003-42535	175.00
BANK OF AMERICA	11681	11/27/2024	FIREARMS ACCESSORIES	211-2003-44613	181.25

Fund 211 - Law Enforce Prot Total: 2,668.26

Fund: 214 - Lodgers Tax

SIERRA COUNTY ARTS COUNCIL	10212024	11/01/2024	OPEN PO FOR LODGERS TAX ...	214-2501-60725	3,000.00
GERONIMO SPRINGS MUSEUM	10152024	11/08/2024	OPEN PO FOR LODGERS TAX ...	214-2503-48815	1,495.52
GERONIMO TRAIL SCENIC BY...	11/01/2024	11/08/2024	OPEN PO FOR LODGERS TAX ...	214-2560-60725	4,495.00
GERONIMO TRAIL SCENIC BY...	11062024	11/15/2024	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
RUANNA WALDRUM	7, 8	11/15/2024	WEBSITE/ MULTI-MEDIA UPD...	214-2540-60725	2,286.12
VETERANS MEMORIAL TRUST ...	2, 3	11/27/2024	OPEN PO FOR LODGERS TAX ...	214-2560-60725	638.62
INTEGRATED ENVIRONMENTA...	375	11/27/2024	RENT/CAM CHARGES FOR CO...	214-2540-43466	1,875.26

Fund 214 - Lodgers Tax Total: 14,257.19

Fund: 216 - Muni Street

BANK OF AMERICA	10232024	11/01/2024	SAFTEY BOOTS FOR THOMAS ...	216-4503-44615	65.99
SUN VALLEY INC	329181/3	11/01/2024	SHOVELS AND FUEL CAPS	216-4503-44607	113.97
B & H OIL CO.	11012024-ST	11/08/2024	DIESEL- OPEN PO FY 24/25	216-4503-43316	1,801.32
SIERRA AUTO/CARQUEST	6016-330141	11/08/2024	ARROW BOARD SIGN BATTERY..	216-4503-47420	1,024.62
SIERRA AUTO/CARQUEST	6016-330142	11/08/2024	GREASE FOR EQUIPMENT	216-4503-47420	139.80
INTERNAL SERVICE FUND	08/01/2024-08/31/2024	11/15/2024	AUGUST 2024 SERVICE/MAINT..	216-4503-47420	192.07
WILSON & COMPANY INC ENG...	131476	11/15/2024	CERTIFICATION OF PROJECT D...	216-7023-43550	1,818.56
WILSON & COMPANY INC ENG...	131478	11/15/2024	PROFESSIONAL ENG DESIGN S...	216-7026-48598	23,898.21
WILSON & COMPANY INC ENG...	131502	11/15/2024	VISION ZERO SAFETY ACTION ...	216-7025-48598	8,704.71
WEX BANK	100717770 - ST	11/22/2024	UNLEADED/DIESEL FUEL PUR...	216-4503-43316	51.63
MARLIN LEASING CORPORATI...	21533532	11/22/2024	STREET DEPT SHARP EQUIPM...	216-4503-43465	192.75
VERMEER MOUNTAIN WEST I...	24090254, 24100217, 600170...	11/22/2024	VACCUM TRAILER RENTAL	216-4503-43550	4,944.00
PETE'S EQUIPMENT, INC.	0035048	11/27/2024	CONVYER BELT AND SPLICE KIT	216-4503-47420	2,620.48
SOUTHWEST CONSTRUCTION ...	100224	11/27/2024	CUTTING EDGE FOR CASE LO...	216-4503-47420	1,053.79
SOUTHWEST CONSTRUCTION ...	101106	11/27/2024	CUTTING EDGE FOR 120 JOY ...	216-4503-47420	438.20
M & M INDUSTRIES, INC	139098	11/27/2024	CYLINDER REBUILD PARTS	216-4503-47420	440.40
AMAZON CAPITAL SERVICES I...	1MDD-3TG7-QLCC	11/27/2024	EQUIPMENT KEYS	216-4503-47420	23.97
AMAZON CAPITAL SERVICES I...	1XPK-QQ7D-4T69	11/27/2024	PROTECTIVE HATS	216-4503-44607	128.14
BORDER RECAPING LLC / B...	24-0194277-003	11/27/2024	17.5-25 MAXDURA E3/L3 TIRES	216-4503-47420	1,930.00
TOOLS PLUS INDUSTRIES	3682	11/27/2024	ORANGE MARKING PAINT AND..	216-4503-44607	299.98
NORTHERN TOOL & EQUIPME...	54234637, 54229038	11/27/2024	SAFTEY HEARING PROTECTION	216-4503-44607	416.92

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHWEST CONSTRUCTION ...	97484	11/27/2024	LINKAGE PIN FOR 615C SCRAP...	216-4503-47420	322.83
Fund 260 - Fiscal Recovery Funds					
WILSON & COMPANY INC ENG...	131161	11/08/2024	PROFESSIONAL SERVICES FOR...	260-7031-48598	15,478.64
Fund 260 - Fiscal Recovery Funds Total:					50,622.34
Fund: 294 - State Library					
DSI TECHNOLOGIES LLC DBA ...	347234	11/15/2024	LIBRARY SHARP OVERAGE OP...	294-5003-43465	35.16
XEROX CORP - OLD	022476672	11/22/2024	XEROX OLD CONTRACT FOR LI...	294-5003-43465	36.25
TDS	11182024-LIB	11/22/2024	INTERNET SERVICE LIBRARY O...	294-5003-60834	99.95
VERIZON WIRELESS	9978780058	11/27/2024	LIBRARY OPEN PO FY24/25	294-5003-43775	169.30
Fund 294 - State Library Total:					340.66
Fund: 295 - Muni Pool					
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	295-4803-41226	40.10
CITY UTILITIES	OCT2024	11/15/2024	POOL CYCLE C&D OPEN PO F...	295-4803-43780	2,114.60
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	295-4803-41226	40.10
BANK OF AMERICA	2F2DBGNZ3N1Z	11/27/2024	SHIPPING COST FOR POOL VA...	295-4803-44607	311.77
VERIZON WIRELESS	9978780058	11/27/2024	POOL OPEN PO FY24/25	295-4803-43775	110.13
Fund 295 - Muni Pool Total:					2,616.70
Fund: 296 - PD GRT					
BREANNA D. GARRETT	11052024	11/01/2024	FITNESS TRAINING SESSIONS ...	296-2403-48598	867.00
GT DISTRIBUTORS, INC	INV1020775	11/01/2024	TRAINING SUPPLIES	296-2403-44613	923.00
LENSLOCK, INC.	0423-241113-RNL	11/22/2024	LENSLOCK 5YR EQUIPMENT & ...	296-2403-48598	495.00
BANK OF AMERICA	22405787	11/27/2024	PAPER TARGETS FOR RANGE E...	296-2403-44616	661.12
Fund 296 - PD GRT Total:					2,946.12
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	11192024	11/22/2024	VETERANS WALL OPEN PO FY...	303-4703-43775	236.38
Fund 303 - Vet Wall Total:					236.38
Fund: 314 - CDBG					
WILSON & COMPANY INC ENG...	129331, 130094, 131937	11/27/2024	CDBG WATER METER-REPLAC...	314-8603-48598	28,734.80
Fund 314 - CDBG Total:					28,734.80
Fund: 315 - CI Reserve					
PLUMA LLC	APPLICATION 1	11/01/2024	RALPH EDWARDS PARK SHADE...	315-8010-80860	61,772.49
WILSON & COMPANY INC ENG...	131482	11/22/2024	PROFESSIONAL SERVICES - R...	315-8010-48598	5,361.35
PLUMA LLC	2	11/27/2024	RALPH EDWARDS PARK SHADE...	315-8010-80860	61,666.12
Fund 315 - CI Reserve Total:					128,799.96
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY INC ENG...	126495, 127367, 128310, 129...	11/27/2024	ENGINEERING SERVICES MSD...	320-6603-80860	11,533.53
SMITHCO CONSTRUCTION INC	APP 15	11/27/2024	MSD WATERLINE CONSTRUCT...	320-6603-80860	523,397.71
Fund 320 - USDA WATER SYSTEM IMPROVEMENTS Total:					534,931.24
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY INC ENG...	131793	11/22/2024	ENGINEERING SERVICES CANT...	370-7019-80847	76,744.79
Fund 370 - WATER TRUST BOARD PROJECTS Total:					76,744.79
Fund: 380 - OTHER STATE FUNDED PROJECTS					
MELLOY DODGE	46049	11/01/2024	2024 DODGE DURANGO PUR...	380-7038-80810	91,715.10
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					91,715.10
Fund: 403 - Pledge State					
CAPITAL ONE PUBLIC FUNDING	0014111304	11/08/2024	CAPITAL ONE LOAN PMT INTE...	403-1203-90910	4,345.00
NEW MEXICO FINANCE AUTH...	11042024	11/08/2024	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	11042024	11/08/2024	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.75
NEW MEXICO FINANCE AUTH...	11042024	11/08/2024	NMFA LOAN PYMT PPRF-5652	403-1203-12952	15,659.32
NEW MEXICO FINANCE AUTH...	11042024	11/08/2024	NMFA LOAN PYMT DW-4794	403-1203-12972	3,130.37
BANK OF THE SOUTHWEST	11172024	11/22/2024	MTHLY INTEREST PYMTS	403-1203-90910	5,388.32
Fund 403 - Pledge State Total:					36,812.34
Fund: 501 - Cemetary					
HOT SPRINGS CEMETERY ASS...	09312024	11/01/2024	HOT SPRINGS CEMETERY CON...	501-1803-47415	1,000.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY UTILITIES	NOV2024	11/15/2024	CEMETARY CYCLE A&B OPEN ...	501-1803-43780	581.89
Fund 501 - Cemetary Total:					1,581.89
Fund: 502 - Util Office - Pool					
BANK OF AMERICA	2890115308	11/01/2024	ACROBAT PRO FOR SONYA RE...	502-3601-43770	259.97
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	502-3601-41226	180.94
TYLER TECHNOLOGIES INC	025-482157	11/15/2024	ACCOUNTS RECEIVABLE SUBS...	502-3601-43815	4,887.44
AMAZON CAPITAL SERVICES I...	16DC-CWDW-VJY4, 1KDQ-W3...	11/15/2024	SEAT COVERS/DASH MAT/FL...	502-3601-47420	421.79
CITY UTILITIES	OCT2024	11/15/2024	UTILITY BILLING OFFICE CYCLE..	502-3601-43780	577.94
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	502-3601-41226	165.19
PITNEY BOWES INC	1026453129	11/27/2024	RED INK CARTRIDGE FOR DM3...	502-3601-44606	398.37
PITNEY BOWES INC	3319998919	11/27/2024	PITNEY BOWES FY 24/25	502-3601-43465	3,514.41
VERIZON WIRELESS	9978780058	11/27/2024	UTILITY BILLING OPEN PO FY2...	502-3601-43775	193.26
Fund 502 - Util Office - Pool Total:					10,599.31
Fund: 503 - Electric					
MIKE TORRES DBA CD TECHN...	1036	11/01/2024	IT SERVICE ELECTRIC DEPT OP...	503-3702-48598	568.44
SILVERSKY, INC.	513774-SI	11/01/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43815	127.18
TRIPLE H SOLAR LLC	0385	11/08/2024	ENGINEERING SERVICES- OPEN...	503-3702-48598	600.00
ALTEC INDUSTRIES INC	12695145, 12698408	11/08/2024	COVER SIDE MOUNT HOSE, 1...	503-3702-47420	503.19
ALTEC INDUSTRIES INC	12695145, 12698408	11/08/2024	SYNTHETIC ROPE ASSEMBLY, ...	503-3702-47420	874.35
TWIN PALMS EMBROIDERY, L...	2266	11/08/2024	UNIFORM EMBROIDERY- JOSH...	503-3702-42620	42.00
TWIN PALMS EMBROIDERY, L...	2266	11/08/2024	UNIFORM EMBROIDERY- JESU...	503-3702-42620	42.00
SIERRA AUTO/CARQUEST	6016-329745	11/08/2024	SWAY BAR BUSHING- G-99900	503-3702-47420	24.59
SIERRA AUTO/CARQUEST	6016-329745	11/08/2024	WINDSHIELD WIPERS- 00931-G	503-3702-47420	20.54
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	503-3702-41226	421.13
TRI-STATE GENERATION & TR...	1020010	11/15/2024	POWER SERVICE- OPEN PO FY...	503-3702-50795	31,816.58
SIERRA ELECTRIC COOP INC	11042024, 11082024	11/15/2024	MIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	563.73
SIERRA ELECTRIC COOP INC	11042024, 11082024	11/15/2024	POWER SERVICES-OPEN PO FY...	503-3702-50795	255,412.85
DSI TECHNOLOGIES LLC DBA ...	347234	11/15/2024	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	14.33
WESTERN UNITED ELECTRIC	6127715, 6127719	11/15/2024	GRIP DE #2 ACSR	503-3702-44607	566.00
WESTERN UNITED ELECTRIC	6127715, 6127719	11/15/2024	GUY STRAIN, 21K, 96" CLEVIS ...	503-3702-44607	302.80
WESTERN UNITED ELECTRIC	6127717	11/15/2024	GUY WIRE 3/8 SM CLASS A	503-3702-44607	670.00
WESTERN UNITED ELECTRIC	6127717	11/15/2024	FUSE LINK K 15 AMP	503-3702-44607	67.60
WESTERN UNITED ELECTRIC	6127717	11/15/2024	DEADEND SHOE CLAMP 4-4/0	503-3702-44607	718.91
WESTERN UNITED ELECTRIC	6127717	11/15/2024	CLAMP DEADEND GUY AUTO ...	503-3702-44607	900.75
WESTERN UNITED ELECTRIC	6127717	11/15/2024	AUTO SPLICE #2 & #4 ACSR	503-3702-44607	361.00
WESTERN UNITED ELECTRIC	6127717	11/15/2024	FUSE FITALL TYPE K 25 AMP	503-3702-44607	260.00
WESTERN UNITED ELECTRIC	6127717	11/15/2024	CONNECTING HOTLINE 2/0-8	503-3702-44607	1,847.00
WESTERN UNITED ELECTRIC	6127717	11/15/2024	FUSE FITALL 10 AMP	503-3702-44607	145.50
WESTERN UNITED ELECTRIC	6127717	11/15/2024	GUY WIRE DISPENSER	503-3702-44607	39.12
WESTERN UNITED ELECTRIC	6127717	11/15/2024	SCREW LAG 1/2X4	503-3702-44607	234.00
WESTERN UNITED ELECTRIC	6127717	11/15/2024	CONN COMP PG 2/0-2	503-3702-44607	450.00
WESTERN UNITED ELECTRIC	6127720	11/15/2024	DUCT 4" CONDUIT SDR13.5 R...	503-3702-44607	2,587.50
LANDIS+GYR TECHNOLOGY INC	90401714	11/15/2024	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,630.00
VERIZON WIRELESS	9977838228	11/15/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	54.79
CITY UTILITIES	NOV152024	11/15/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	107.66
CITY UTILITIES	NOV2024	11/15/2024	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	227.57
CITY UTILITIES	OCT2024	11/15/2024	ELECTRIC DEPT CYCLE C&D O...	503-3702-43780	5,012.06
TDS	11182024	11/22/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	434.82
QUILL CORPORATION	41494317, 41463793	11/22/2024	OFFICE SUPPLIES- ELECTRIC	503-3702-44606	189.54
SILVERSKY, INC.	515277-SI	11/22/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43815	133.40
WESTERN UNITED ELECTRIC	6128284	11/22/2024	DB20 DIAMOND SAW BLADES ...	503-3702-44613	570.00
WESTERN UNITED ELECTRIC	6128284	11/22/2024	TS420 STIHL CONCRETE SAW	503-3702-44613	1,750.00
WESTERN UNITED ELECTRIC	6128987, 6128985	11/22/2024	GDE-1107 GRIP GUY DE 3/8	503-3702-44607	363.00
WESTERN UNITED ELECTRIC	6128987, 6128985	11/22/2024	8506-70 INSU GUY STRAIN 20...	503-3702-44607	123.66
WESTERN UNITED ELECTRIC	6128989, 6128986	11/22/2024	CLAMP DEADEND GUY AUTO ...	503-3702-44607	900.75
WESTERN UNITED ELECTRIC	6128989, 6128986	11/22/2024	BATTERY M18	503-3702-44607	984.00
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	503-3702-41226	421.13
BANK OF AMERICA	11072024	11/27/2024	NOTARY APPLICATION- PRISCI...	503-3702-43770	31.95
VILLAGE OF WILLIAMSBURG	11252024	11/27/2024	FRANCHISE TAX FY 2024 - 202...	503-3702-45796	5,855.40
BANK OF AMERICA	304313729722283	11/27/2024	WATER	503-3702-44607	64.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9978780058	11/27/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	193.86
WESTERN AREA POWER ADM...	JJPB1798A1024	11/27/2024	BASE DEMAND & BASE ENER...	503-3702-50795	43,536.45
Fund 503 - Electric Total:					362,765.45

Fund: 504 - Water

MIKE TORRES DBA CD TECHN...	1036	11/01/2024	IT SERVICE WATER DEPT OPEN..	504-3803-48598	568.43
AMAZON CAPITAL SERVICES I...	1KV3-G3KD-W4T6, 177T-NXM...	11/01/2024	PRINTER INK, TRASH BAGS, P...	504-3803-44606	142.97
AMAZON CAPITAL SERVICES I...	1KV3-G3KD-W4T6, 177T-NXM...	11/01/2024	PRINTER INK, TRASH BAGS, P...	504-3803-44607	142.98
AMAZON CAPITAL SERVICES I...	1LH1-RDHC-YVNN	11/01/2024	APPROVED STAMP	504-3803-44606	7.77
AMAZON CAPITAL SERVICES I...	1LH1-RDHC-YVNN	11/01/2024	ORIGINAL STAMP	504-3803-44606	8.63
SILVERSKY, INC.	513774-SI	11/01/2024	WATER DEPT OPEN PO FY24/...	504-3803-43815	127.18
RJ BORDER INTERNATIONAL T...	R400032643.01	11/01/2024	WTR-410 BACKHOE REPAIRS	504-3803-47420	577.50
TAXATION AND REVENUE	10/15/2024	11/08/2024	WATER CONSERVATION FEE FY..	504-3803-43797	1,969.19
B & H OIL CO.	11012024-WA	11/08/2024	OPEN PO FY 24-25 FUEL WTR ...	504-3803-43316	780.27
SIERRA AUTO/CARQUEST	6016-329570	11/08/2024	2 TRUCK BATTERIES	504-3803-47420	330.15
USA BLUEBOOK	INV00525920	11/08/2024	MARKING PAINT FOR W/WW	504-3803-44607	267.07
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	504-3803-41226	406.75
FERGUSON US HOLDINGS INC	0555881, 0553757, 0554466	11/15/2024	MISC. WATER LEAK MATERIALS	504-3803-44607	14,684.70
INTERNAL SERVICE FUND	08/01/2024-08/31/2024	11/15/2024	AUGUST 2024 SERVICE/MAINT..	504-3803-47420	156.06
B & H OIL CO.	11012024-WA-2	11/15/2024	OPEN PO FY 24-25 FUEL WTR ...	504-3803-43316	59.75
SUN VALLEY INC	177283/6, 177304/6, 177555/...	11/15/2024	OPEN PO FOR OCTOBER	504-3803-44607	87.45
CITY UTILITIES	NOV2024	11/15/2024	WATER DEPT CYCLE A&B OPEN..	504-3803-43780	501.77
CITY UTILITIES	OCT2024	11/15/2024	WATER DEPT CYCLE C&D OP...	504-3803-43780	15,018.53
TDS	11182024	11/22/2024	WATER DEPT OPEN PO FY24/...	504-3803-43780	434.82
O'REILLY AUTO PARTS, INC.	2162-155585	11/22/2024	DOOR HNG ASM	504-3803-47420	49.54
O'REILLY AUTO PARTS, INC.	2162-155585	11/22/2024	REFLEX SHOCK	504-3803-47420	122.44
O'REILLY AUTO PARTS, INC.	2162-155585	11/22/2024	TIE ROD END	504-3803-47420	46.50
O'REILLY AUTO PARTS, INC.	2162-155585	11/22/2024	DOOR HINGE	504-3803-47420	162.35
SILVERSKY, INC.	515277-SI	11/22/2024	WATER DEPT OPEN PO FY24/...	504-3803-43815	133.40
BOOT BARN	INV00423838, INV00423839, ...	11/22/2024	RENE LOERA-6 PAIRS JEANS	504-3803-42620	240.00
BOOT BARN	INV00423838, INV00423839, ...	11/22/2024	RENE LOERA- WORK BOOTS	504-3803-44615	148.49
BOOT BARN	INV00423838, INV00423839, ...	11/22/2024	ANTHONY COLLISTER- BOOTS	504-3803-44615	157.49
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	504-3803-41226	406.75
FERGUSON US HOLDINGS INC	0554248	11/27/2024	2-18' SADDLES FOR WATER RE...	504-3803-44607	1,280.64
BULLOCKS, INC.	11012024	11/27/2024	OPEN PO FOR OCTOBER	504-3803-44607	39.45
VILLAGE OF WILLIAMSBURG	11252024	11/27/2024	FRANCHISE TAX FY 2024 - 202...	504-3803-45796	1,350.26
AMAZON CAPITAL SERVICES I...	1Q9P-RMCR-VYCP	11/27/2024	CAR FRESHENERS, CLOROX SP...	504-3803-44606	6.15
AMAZON CAPITAL SERVICES I...	1Q9P-RMCR-VYCP	11/27/2024	CAR FRESHENERS, CLOROX SP...	504-3803-44607	3.33
NEWGEN STRATEGIES AND SO...	20062, 19674	11/27/2024	WA/WW COMPREHENSIVE SE...	504-3803-48598	4,118.97
VERIZON WIRELESS	9978780058	11/27/2024	WATER DEPT OPEN PO FY24/...	504-3803-43775	262.65
Fund 504 - Water Total:					44,800.38

Fund: 505 - Solid Waste

MATTHEW GRANSBURY	PAY DATES 10/21/24-10/27/2...	10/31/2024	DISABLITY PAY 10/28/2024 - ...	505-3904-40111	195.94
MATTHEW GRANSBURY	PAY DATES 10/21/24-10/27/2...	10/31/2024	DISABLITY PAY 10/21/2024-1...	505-3904-40111	457.20
AUTOZONE STORES LLC	02529290257	11/01/2024	SP-DEF SHOP PRO DEF	505-3904-44607	232.56
MIKE TORRES DBA CD TECHN...	1036	11/01/2024	IT SERVICE SANITATION DEPT ...	505-3904-48598	568.44
CITY OF LAS CRUCES	105245	11/01/2024	SCSWA WASTE DISPOSAL	505-3904-45601	57,695.64
PARADIGM SOFTWARE LLC	15776	11/01/2024	TCNM-ESCROW AGREEMENT	505-3904-43815	450.00
BORDER RECAPING LLC / B...	24-0219539-003	11/01/2024	REPLENISH VARIOUS TRASH T...	505-3904-44607	6,843.40
SILVERSKY, INC.	513774-SI	11/01/2024	SOLID WASTE DEPT OPEN PO ...	505-3904-43815	127.19
RJ BORDER INTERNATIONAL T...	R400033272.01	11/01/2024	ENGINE DIAGNOSTIC/REPAIRS	505-3904-47420	1,851.02
SOUTHWESTERN EQUIPMENT...	045267	11/08/2024	AIR CONTROL DUAL HANDLE	505-3904-47420	1,524.75
AMAZON CAPITAL SERVICES I...	1RJG-J7HP-1H1Y	11/08/2024	UNIFORMS FOR EMPLOYEES	505-3904-42620	278.28
SIERRA AUTO/CARQUEST	6016-329997	11/08/2024	CABIN AIR FILTER	505-3904-47420	19.76
MORNING STAR SPORTS LLC	65951	11/08/2024	CITY LOGO PATCHES 2.5" & E...	505-3904-42620	594.00
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	505-3904-41226	519.86
LONESTAR FREIGHTLINER GR...	X200280067.01	11/08/2024	CONFIG BOX	505-3904-47420	507.94
INTERNAL SERVICE FUND	07/01/2024-07/31/2024	11/15/2024	JULY 2024 SERVICE/MAINT FO...	505-3904-47420	656.59
INTERNAL SERVICE FUND	08/01/2024-08/31/2024	11/15/2024	AUGUST 2024 SERVICE/MAINT..	505-3904-47420	203.30
AMAZON CAPITAL SERVICES I...	1VD3-HQRR-6LH4, 1FRT-ND9T...	11/15/2024	OFFICE SUPPLIES	505-3904-44606	237.15
AMAZON CAPITAL SERVICES I...	1VD3-HQRR-6LH4, 1FRT-ND9T...	11/15/2024	CARHARTT MEN'S HV WP JAC...	505-3904-44615	260.78

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES I...	1W6R-TCLV-CKTP	11/15/2024	TEXTURED REAR BUMPER	505-3904-47420	180.99
DSI TECHNOLOGIES LLC DBA ...	347234	11/15/2024	SANITATION DEPTSHARP OVE...	505-3904-43465	32.14
RED WING SHOES OF LAS CRU...	5906	11/15/2024	SAFETY BOOTS- FRANK AGUIR...	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	5906	11/15/2024	SAFETY BOOTS- WESLEY MYE...	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	5906	11/15/2024	SAFETY BOOTS- JOSEPH SORG	505-3904-44615	189.99
RED WING SHOES OF LAS CRU...	5906	11/15/2024	SAFETY BOOTS- JOSEPH DALEY	505-3904-44615	200.00
CITY UTILITIES	NOV152024	11/15/2024	SANITATION DEPT OPEN PO F...	505-3904-45601	23,867.44
CITY UTILITIES	OCT2024	11/15/2024	SANITATION DEPT CYCLE C&D...	505-3904-43780	1,052.52
XEROX CORP - OLD	022476674, 022476670, 0223...	11/22/2024	SOLID WASTE XEROX EQUIPM...	505-3904-43465	38.97
WEX BANK	100717770 - TR	11/22/2024	WEX- DIESEL & GASOLINE	505-3904-43316	3,804.80
TDS	11182024	11/22/2024	SANITATION OPEN PO FY24/25	505-3904-43780	434.82
SILVERSKY, INC.	515277-SI	11/22/2024	SOLID WASTE DEPT OPEN PO ...	505-3904-43815	133.40
FOXWORTH-GALBRAITH	81024	11/22/2024	423292 PUSHBROOM 2IN1 W...	505-3904-44607	74.97
FOXWORTH-GALBRAITH	81024	11/22/2024	308033 RAKE BOW PRO	505-3904-44607	113.97
FOXWORTH-GALBRAITH	81024	11/22/2024	405201 SHOVEL ST LH STEEL#2	505-3904-44607	96.99
MATTHEW GRANSBURY	PAY DATES 10/31/2024 - 11/1...	11/22/2024	DISABILITY PAY DATES 10/31/...	505-3904-40111	1,175.65
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	505-3904-41226	519.87
VILLAGE OF WILLIAMSBURG	11252024	11/27/2024	FRANCHISE TAX FY 2024 - 202...	505-3904-45796	1,679.83
O'REILLY AUTO PARTS, INC.	2162-168662	11/27/2024	PARKING BRAKE VALVE	505-3904-47420	101.34
BORDER RECAPING LLC / B...	24-0028177-003	11/27/2024	1-3 7350X20 8 HOLE 8.52"	505-3904-44607	1,655.72
BORDER RECAPING LLC / B...	24-0028177-003	11/27/2024	1-2 36X14-20/7.50 CAMSO 9....	505-3904-44607	1,146.41
BORDER RECAPING LLC / B...	24-0028177-003	11/27/2024	1-4 MOUNT MDRES20	505-3904-44607	200.00
BORDER RECAPING LLC / B...	24-0028177-003	11/27/2024	1-1 36X14-20/7.50 CAMSO 9....	505-3904-44607	1,146.41
BORDER RECAPING LLC / B...	24-0225633-003	11/27/2024	REPLENISH VARIOUS TRASH T...	505-3904-44607	568.70
VERIZON WIRELESS	9978780058	11/27/2024	SANITATION OPEN PO FY24/25	505-3904-43775	166.99
Fund 505 - Solid Waste Total:					112,205.72

Fund: 506 - WWTP

MIKE TORRES DBA CD TECHN...	1036	11/01/2024	IT SERVICE WASTE WATER OP...	506-4005-48598	568.44
AMAZON CAPITAL SERVICES I...	1KV3-G3KD-W4T6, 177T-NXM...	11/01/2024	PRINTER INK, TRASH BAGS, P...	506-4005-44606	142.98
AMAZON CAPITAL SERVICES I...	1KV3-G3KD-W4T6, 177T-NXM...	11/01/2024	PRINTER INK, TRASH BAGS, P...	506-4005-44607	142.98
AMAZON CAPITAL SERVICES I...	1LH1-RDHC-YVNN	11/01/2024	APPROVED STAMP	506-4005-44606	7.77
AMAZON CAPITAL SERVICES I...	1LH1-RDHC-YVNN	11/01/2024	ORIGINAL STAMP	506-4005-44606	8.64
NM RECYCLING COALITION	20345	11/01/2024	WW- COMPOSE TRAINING FO...	506-4005-42720	698.00
SILVERSKY, INC.	513774-SI	11/01/2024	WASTE WATER DEPT OPEN PO...	506-4005-43815	127.18
EUROFINS ENVIRONMENTAL ...	8850009513, 8850009602, 88...	11/01/2024	WEEKLY TESTING	506-4005-44605	1,183.88
EUROFINS ENVIRONMENTAL ...	8850009657, 8850009451	11/01/2024	LIQUID WASTE TESTING FOR F...	506-4005-44605	453.10
STEVE BELL CONSTRUCTION	C18668	11/01/2024	BASECOURSE FOR PLANT ROA...	506-4005-47415	585.00
FULL SOURCE LLC	FS4512022-IN	11/01/2024	CONRAD CHAVEZ- 6 WORK SH...	506-4005-42620	243.92
B & H OIL CO.	11012024-WW	11/08/2024	OPEN PO FY 24-25 FOR DESIEL...	506-4005-43316	48.91
REED'S TIRE CENTER	15135	11/08/2024	425 65/225 IRON MAN TIRES	506-4005-47420	1,180.00
POLYDYNE, INC.	1877342	11/08/2024	3 CYCLINDERS OF POLYMER	506-4005-44607	2,767.50
IDEXX DISTRIBUTION, INC	3161590972	11/08/2024	TEST SUPPLIES FOR LAB	506-4005-44605	336.15
SIERRA AUTO/CARQUEST	6016-329557	11/08/2024	U JOINTS FOR WASTEWATER ...	506-4005-44607	54.00
USA BLUEBOOK	INV00525920	11/08/2024	MARKING PAINT FOR W/WW	506-4005-44607	267.07
VILLAGE OF WILLIAMSBURG	OCT2024	11/08/2024	SEWER RECEIPTS FY 2024 - 20...	506-4005-48798	4,356.15
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	506-4005-41226	140.62
INTERNAL SERVICE FUND	08/01/2024-08/31/2024	11/15/2024	AUGUST 2024 SERVICE/MAINT...	506-4005-47420	38.86
SUN VALLEY INC	177283/6, 177304/6, 177555/...	11/15/2024	OPEN PO FOR OCTOBER	506-4005-44607	87.45
DSI TECHNOLOGIES LLC DBA ...	347234	11/15/2024	WASTE WATER DEPT SHARP ...	506-4005-43465	112.86
CITY UTILITIES	NOV152024	11/15/2024	WASTE WATER DEPT OPEN PO...	506-4005-43780	651.21
CITY UTILITIES	NOV2024	11/15/2024	WASTE WATER DEPT CYCLE A...	506-4005-43780	2,141.93
CITY UTILITIES	OCT2024	11/15/2024	WASTE WATER DEPT CYCLE C...	506-4005-43780	12,396.89
TDS	11182024	11/22/2024	WASTE WATER OPEN PO FY24...	506-4005-43780	434.82
SILVERSKY, INC.	515277-SI	11/22/2024	WASTE WATER DEPT OPEN PO...	506-4005-43815	133.40
EUROFINS ENVIRONMENTAL ...	8850010133, 8850010895, 88...	11/22/2024	WEEKLY TESTING	506-4005-44605	1,782.28
EUROFINS ENVIRONMENTAL ...	8850010420, 8850009119, 88...	11/22/2024	LIQUID WASTE TESTING FOR F...	506-4005-44605	774.90
BOOT BARN	INV00423838, INV00423839, ...	11/22/2024	SAL MARTINEZ- BOOTS	506-4005-44615	157.49
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	506-4005-41226	112.93
AMAZON CAPITAL SERVICES I...	1CGQ-MHMT-XMPV	11/26/2024	ARCCAPTAIN TIG WELDER	506-4005-44613	620.99
OHM ELECTRIC	0000350	11/27/2024	LIGHTS AT WWTP	506-4005-47415	1,021.41

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANK OF AMERICA	077684	11/27/2024	WADERS FOR REUSE POND CL...	506-4005-44615	388.96
BULLOCKS, INC.	11012024	11/27/2024	OPEN PO FOR OCTOBER	506-4005-44607	39.44
AMAZON CAPITAL SERVICES I...	1Q9P-RMCR-VYCP	11/27/2024	CAR FRESHENERS, CLOROX SP...	506-4005-44607	3.33
NEWGEN STRATEGIES AND SO...	20062, 19674	11/27/2024	WA/WW COMPREHENSIVE SE...	506-4005-48598	4,118.96
VERIZON WIRELESS	9978780058	11/27/2024	WASTE WATER DEPT OPEN PO..	506-4005-43775	408.01

Fund 506 - WWTP Total: 38,738.41

Fund: 508 - Golf Course

MASEK ROCKY MOUNTAIN GO...	02-89955	11/01/2024	GOLF CART LEASE FY 24-25 M...	508-4303-43465	979.28
BANK OF AMERICA	02N7RYP322	11/01/2024	ONLINE REG. FOR FINGERPRI...	508-4303-43770	59.00
AMAZON CAPITAL SERVICES I...	1R44-RJ93-7XGL	11/01/2024	VEVOR HEAT PRESS 6 X 3.75 I...	508-4303-44607	143.99
AMAZON CAPITAL SERVICES I...	1TLM-CQMJ-9V3D	11/01/2024	WORK BOOTS EMPLOYEE ALA...	508-4303-42620	155.00
AMAZON CAPITAL SERVICES I...	1313-RF47-KQ1Y	11/08/2024	5/8" HOSES, HEAVY DUTY SPR...	508-4303-44607	552.95
SIERRA AUTO/CARQUEST	6016-330123, 6016-330152	11/08/2024	OPEN PO SIERRA AUTO/CARQ...	508-4303-44607	166.68
NM RETIREE HEALTH CARE	PPE 2024-11-01	11/08/2024	PPE 2024-11-01	508-4303-41226	109.57
SUN VALLEY INC	177633/6, 177599/6, 177658/...	11/15/2024	OPEN PO OCTOBER 2024 GOLF...	508-4303-44607	755.85
DSI TECHNOLOGIES LLC DBA ...	347234	11/15/2024	GOLF COURSE SHARP OVERA...	508-4303-43465	29.80
TAYLORMADE GOLF COMPAN...	37813816	11/15/2024	12 DOZEN TOUR RESPONSE ...	508-4303-44607	306.60
CITY UTILITIES	NOV2024	11/15/2024	GOLF COURSE CYCLE A&B OP...	508-4303-43780	1,007.10
NEUMARK IRRIGATION/SOLS...	S5695418.001	11/15/2024	HUNTER IRRIGATION SPRINKL...	508-4303-44607	2,297.84
TDS	11182024	11/22/2024	GOLF COURSE OPEN PO FY24/...	508-4303-43780	434.82
NM RETIREE HEALTH CARE	PPE 2024-11-15	11/22/2024	PPE 2024-11-15	508-4303-41226	109.57
VERIZON WIRELESS	9978780058	11/27/2024	GOLF COURSE OPEN PO FY24/...	508-4303-43775	80.74

Fund 508 - Golf Course Total: 7,188.79

Fund: 509 - Muni Airport

TECH 45 AIRPORT MANAGEM...	1117	11/08/2024	MONTHLY MANAGEMENT FEE...	509-4403-48598	18,814.19
SIERRA ELECTRIC COOP INC	2154-OCT24	11/08/2024	OPEN PO FOR UTILITIES AT Ai...	509-4403-43780	878.85
XEROX CORP - OLD	022476674, 022476670, 0223...	11/22/2024	AIRPORT XEROX EQUIPMENT ...	509-4403-43465	40.89
WINDSTREAM CORPORATION	11192024	11/22/2024	AIRPORT OPEN PO FY24/25	509-4403-43775	13.82
VERIZON WIRELESS	9978780058	11/27/2024	AIRPORT OPEN PO FY24/25	509-4403-43775	124.31

Fund 509 - Muni Airport Total: 19,872.06

Fund: 600 - Internal Serv

SIERRA AUTO/CARQUEST	6016-330191	11/08/2024	22" XTRACLEAR	600-7003-44607	18.54
DSI TECHNOLOGIES LLC DBA ...	347234	11/15/2024	FLEET DEPT SHARP OVERAGE ...	600-7003-43465	22.41
RJ BORDER INTERNATIONAL T...	X400116862.01	11/22/2024	AIR DISC BRAKES	600-7003-44607	287.98

Fund 600 - Internal Serv Total: 328.93

Grand Total: 1,864,640.21

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	263,975.87
209 - Fire	15,678.88
211 - Law Enforce Prot	2,668.26
214 - Lodgers Tax	14,257.19
216 - Muni Street	50,622.34
260 - Fiscal Recovery Funds	15,478.64
294 - State Library	340.66
295 - Muni Pool	2,616.70
296 - PD GRT	2,946.12
303 - Vet Wall	236.38
314 - CDBG	28,734.80
315 - CI Reserve	128,799.96
320 - USDA WATER SYSTEM IMPROVEMENTS	534,931.24
370 - WATER TRUST BOARD PROJECTS	76,744.79
380 - OTHER STATE FUNDED PROJECTS	91,715.10
403 - Pledge State	36,812.34
501 - Cemetary	1,581.89
502 - Util Office - Pool	10,599.31
503 - Electric	362,765.45
504 - Water	44,800.38
505 - Solid Waste	112,205.72
506 - WWTP	38,738.41
508 - Golf Course	7,188.79
509 - Muni Airport	19,872.06
600 - Internal Serv	328.93
Grand Total:	1,864,640.21

Account Summary

Account Number	Account Name	Payment Amount
101-1000-42310	PER DIEM-GOVERNING ...	358.28
101-1000-43597	ATTORNEY FEES-GOVER...	4,117.16
101-1000-43598	PROFESSIONAL SERV-G...	3,238.13
101-1000-43740	PRINTING AND PUBLISH...	355.60
101-1000-60725	GRANTS TO SUB-RECIPI...	9,125.00
101-1001-41226	RETIREE INSURANCE	313.10
101-1001-42720	EMPLOYEE TRAINING-OF...	139.29
101-1001-43316	GAS & OIL	28.00
101-1001-43465	RENT OF EQUIPMENT	844.13
101-1001-43740	PRINTING/PUBLISHING	611.51
101-1001-43770	SUBSCRIPTION & DUES	315.31
101-1001-43775	TELEPHONE	279.98
101-1001-44606	OFFICE SUPPLIES	649.36
101-1003-41226	RETIREE INSURANCE	230.76
101-1003-43465	RENT OF EQUIPMENT	521.16
101-1003-43775	TELEPHONE	350.23
101-1003-44613	NON-CAPITAL ITEMS	1,498.30
101-1004-41226	RETIREE INSURANCE	681.62
101-1004-42305	MILEAGE REIMBURSEM...	199.66
101-1004-42310	PER DIEM-ADMIN OFFIC...	2,126.61
101-1004-42720	EMPLOYEE TRAINING-A...	1,285.94
101-1004-43316	GAS & OIL	20.75
101-1004-43465	RENT OF EQUIPMENT	188.53
101-1004-43740	PRINTING/PUBLISHING	539.89
101-1004-43770	SUBSCRIPTION & DUES	75.00
101-1004-43775	TELEPHONE	252.63
101-1004-44606	OFFICE SUPPLIES	1,372.67
101-1004-44613	NON-CAPITAL ITEMS	3,818.45

Account Summary

Account Number	Account Name	Payment Amount
101-1004-48599	OTHER CONTRACTUAL S...	1,798.11
101-1006-41226	RETIREE INSURANCE	322.76
101-1006-43770	SUBSCRIPTION & DUES	150.00
101-1006-43775	TELEPHONE	110.64
101-1006-44606	OFFICE SUPPLIES	58.24
101-1006-44607	FIELD SUPPLIES	486.96
101-1006-48598	PROFESSIONAL SERVICES	2,006.68
101-1007-41226	RETIREE INSURANCE	2,563.10
101-1007-43316	GAS & OIL	7,146.29
101-1007-43775	TELEPHONE	2,295.34
101-1007-43815	SOFTWARE	117.00
101-1007-44606	OFFICE SUPPLIES	393.81
101-1007-46732	GENERAL LIABILITY INSU...	541.85
101-1007-47420	MAINTENANCE VEHICLE...	40,355.21
101-1008-41226	RETIREE INSURANCE	246.14
101-1008-42620	UNIFORMS LINEN-CODE ...	91.91
101-1008-43316	GAS & OIL	638.50
101-1008-43770	SUBSCRIPTION & DUES	50.00
101-1008-43775	TELEPHONE	291.57
101-1008-44607	FIELD SUPP-CODE ENF/...	485.76
101-1009-41226	RETIREE INSURANCE	198.86
101-1009-43465	RENT OF EQUIPMENT	1,000.53
101-1009-43775	TELEPHONE	146.13
101-1009-44607	FIELD SUPPLIES-MUNI R...	1,324.67
101-1009-44615	SAFETY EQUIPMENT	179.99
101-1009-47415	MAINTENANCE--REPAIRS..	3,490.65
101-1009-47420	MAINTENANCE VEHICLE...	42.33
101-1009-48598	PROFESSIONAL SERVICES	5,632.11
101-1010-41226	RETIREE INSURANCE	201.32
101-1010-43775	TELEPHONE	69.44
101-1010-44606	OFFICE SUPPLIES	286.89
101-1010-48598	PROFESSIONAL SERVICES	4,046.67
101-1011-41226	RETIREE INSURANCE	494.84
101-1011-43775	TELEPHONE	152.52
101-1012-41226	RETIREE INSURANCE	389.72
101-1012-43316	GAS & OIL	520.10
101-1012-43775	TELEPHONE	207.89
101-1012-44606	OFFICE SUPPLIES	962.24
101-1012-44607	FIELD SUPPLIES-FLEET M...	698.34
101-1012-44613	NON-CAPITAL ITEMS	3,892.82
101-1012-47420	MAINTENANCE-VEHICLE...	587.76
101-1013-41226	RETIREE INSURANCE	154.60
101-1014-41226	RETIREE INSURANCE	398.59
101-1014-43316	GAS & OIL	745.90
101-1014-43403	REGULAR BUILDING MA...	2,148.00
101-1014-43465	RENT OF EQUIPMENT	15.84
101-1014-43775	TELEPHONE	126.52
101-1014-44607	FIELD SUPPLIES-FACILITY...	315.12
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1014-80810	OTHER CAPITAL EQUIPM...	39,979.00
101-1016-41226	RETIREE INSURANCE	389.42
101-1017-48599	OTHER CONTRACTUAL S...	71,654.05
101-1018-43780	UTILITIES	18,960.08
101-1018-43815	SOFTWARE LIC/SOFTWA...	3,387.51
101-1018-48598	PROFESSIONAL SERVICES	7,389.68
101-1099-33338	OTHER LICENSES & PER...	20.00
101-1099-34348	RENT OF PUBLIC FACILIT...	25.00
209-1603-43465	RENT OF EQUIPMENT	254.63

Account Summary

Account Number	Account Name	Payment Amount
209-1603-43775	TELEPHONE	314.83
209-1603-43780	UTILITIES	698.61
209-1603-44810	EQMT/MACHIN-WALMA...	14,410.81
211-2003-42535	EMPLOYEE TRAINING	1,154.90
211-2003-44573	UNIFORM & EQUIPMENT	543.39
211-2003-44613	NON-CAPITAL ITEMS	181.25
211-2003-44615	SAFETY EQUIPMENT	300.00
211-2003-47420	MAINTENANCE-VEHICLE...	488.72
214-2501-60725	GRANTS TO SUB-RECIPI...	3,000.00
214-2503-48815	SERVICE CONTRACTS-LO...	1,495.52
214-2540-43466	RENT OF LAND/BUILDING	1,875.26
214-2540-60725	SUB-RECIPIENTS (40%)	2,752.79
214-2560-60725	SUB-RECIPIENTS (60%)	5,133.62
216-4503-43316	GAS & OIL	1,852.95
216-4503-43465	RENT OF EQUIPMENT	192.75
216-4503-43550	ROADWAY MAINTENAN...	4,944.00
216-4503-44607	FIELD SUPPLIES-STREETS	959.01
216-4503-44615	SAFETY EQUIPMENT	65.99
216-4503-47420	MAINT.VEHICLE/FURN/...	8,186.16
216-7023-43550	ROADWAY MAINTENAN...	1,818.56
216-7025-48598	Professional Serv/Contra...	8,704.71
216-7026-48598	Professional Serv/Contra...	23,898.21
260-7031-48598	Professional Serv/Contra...	15,478.64
294-5003-43465	RENT OF EQUIPMENT	71.41
294-5003-43775	TELEPHONE	169.30
294-5003-60834	STATE LIBRARY GRANT-S...	99.95
295-4803-41226	RETIREE INSURANCE	80.20
295-4803-43775	TELEPHONE	110.13
295-4803-43780	UTILITIES-MUNI POOL	2,114.60
295-4803-44607	FIELD SUPPLIES-MUNI P...	311.77
296-2403-44613	NON-CAPITAL ITEMS	923.00
296-2403-44616	TRAINING SUPPLIES	661.12
296-2403-48598	PROFESSIONAL SERVICES	1,362.00
303-4703-43775	TELEPHONE	236.38
314-8603-48598	Professional Serv/Contra...	28,734.80
315-8010-48598	Professional Serv/Contra...	5,361.35
315-8010-80860	INFRASTRUCTURE	123,438.61
320-6603-80860	INFRASTRUCTURE	534,931.24
370-7019-80847	ROADWAYS AND BRIDG...	76,744.79
380-7038-80810	OTHER CAPITAL EQUIPM...	91,715.10
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.75
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,659.32
403-1203-12972	DW-4794	3,130.37
403-1203-90910	DEBT SERVICE INTEREST	9,733.32
501-1803-43780	UTILITIES	581.89
501-1803-47415	MAINTENANCE--REPAIRS..	1,000.00
502-3601-41226	RETIREE INSURANCE	346.13
502-3601-43465	RENT OF EQUIPMENT	3,514.41
502-3601-43770	SUBSCRIPTIONS & DUES	259.97
502-3601-43775	TELEPHONE	193.26
502-3601-43780	UTILITIES	577.94
502-3601-43815	SOFTWARE LIC/SOFTWA...	4,887.44
502-3601-44606	OFFICE SUPPLIES	398.37
502-3601-47420	MAINTENANCE-VEHICLE...	421.79
503-3702-41226	RETIREE INSURANCE	842.26
503-3702-42620	UNIFORM/LINEN-ELECTR..	84.00
503-3702-43465	RENT OF EQUIPMENT	14.33

Account Summary

Account Number	Account Name	Payment Amount
503-3702-43770	SUBSCRIPTION & DUES	1,661.95
503-3702-43775	TELEPHONE	248.65
503-3702-43780	UTILITIES	6,345.84
503-3702-43815	SOFTWARE LIC/SOFTWA...	260.58
503-3702-44606	OFFICE SUPPLIES	189.54
503-3702-44607	FIELD SUPPLIES	11,585.91
503-3702-44613	NON-CAPITAL ITEMS	2,320.00
503-3702-45796	FRANCHISE TAX-ELECTRI...	5,855.40
503-3702-47420	MAINTENANCE-VEHICLE...	1,422.67
503-3702-48598	PROFESSIONAL SERVICES	1,168.44
503-3702-50795	WHOLESALE POWER CO...	330,765.88
504-3803-41226	RETIREE INSURANCE	813.50
504-3803-42620	UNIFORM/LINEN-WATER..	240.00
504-3803-43316	GAS & OIL	840.02
504-3803-43775	TELEPHONE	262.65
504-3803-43780	UTILITIES	15,955.12
504-3803-43797	WATER CONSERVATION...	1,969.19
504-3803-43815	SOFTWARE LIC/SOFTWA...	260.58
504-3803-44606	OFFICE SUPPLIES	165.52
504-3803-44607	FIELD SUPPLIES-WATER ...	16,505.62
504-3803-44615	SAFETY EQUIPMENT	305.98
504-3803-45796	FRANCHISE TAX-WATER ...	1,350.26
504-3803-47420	MAINTENANCE-VEHICLE...	1,444.54
504-3803-48598	PROFESSIONAL SERVICES	4,687.40
505-3904-40111	Salaries & Wages	1,828.79
505-3904-41226	RETIREE INSURANCE	1,039.73
505-3904-42620	UNIFORM/LINEN-SOLID...	872.28
505-3904-43316	GAS & OIL	3,804.80
505-3904-43465	RENT OF EQUIPMENT	71.11
505-3904-43775	TELEPHONE	166.99
505-3904-43780	UTILITIES	1,487.34
505-3904-43815	SOFTWARE LIC/SOFTWA...	710.59
505-3904-44606	OFFICE SUPPLIES	237.15
505-3904-44607	FIELD SUPPLIES-SOLID ...	12,079.13
505-3904-44615	SAFETY EQUIPMENT	1,050.77
505-3904-45601	WASTE DISPOSAL	81,563.08
505-3904-45796	FRANCHISE TAX	1,679.83
505-3904-47420	MAINTENANCE-VEHICLE...	5,045.69
505-3904-48598	PROFESSIONAL SERVICES	568.44
506-4005-41226	RETIREE INSURANCE	253.55
506-4005-42620	UNIFORM/LINEN-WAST...	243.92
506-4005-42720	EMPLOYEE TRAINING-W...	698.00
506-4005-43316	GAS & OIL	48.91
506-4005-43465	RENT OF EQUIPMENT	112.86
506-4005-43775	TELEPHONE	408.01
506-4005-43780	UTILITIES	15,624.85
506-4005-43815	SOFTWARE LIC/SOFTWA...	260.58
506-4005-44605	CHEMICALS/LABORATO...	4,530.31
506-4005-44606	OFFICE SUPPLIES	159.39
506-4005-44607	FIELD SUPPLIES-WASTE...	3,361.77
506-4005-44613	NON-CAPITAL ITEMS	620.99
506-4005-44615	SAFETY EQUIPMENT	546.45
506-4005-47415	MAINTENANCE--REPAIRS..	1,606.41
506-4005-47420	MAINTENANCE-VEHICLE...	1,218.86
506-4005-48598	PROFESSIONAL SERVICES	4,687.40
506-4005-48798	VILLAGE OF WILLIAMSB...	4,356.15
508-4303-41226	RETIREE INSURANCE	219.14
508-4303-42620	UNIFORMS/LINEN	155.00

Account Summary

Account Number	Account Name	Payment Amount
508-4303-43465	RENT OF EQUIPMENT	1,009.08
508-4303-43770	SUBSCRIPTION & DUES	59.00
508-4303-43775	TELEPHONE	80.74
508-4303-43780	UTILITIES	1,441.92
508-4303-44607	FIELD SUPPLIES	4,223.91
509-4403-43465	RENT OF EQUIPMENT	40.89
509-4403-43775	TELEPHONE	138.13
509-4403-43780	UTILITIES	878.85
509-4403-48598	PROFESSIONAL SERVICES	18,814.19
600-7003-43465	RENT OF EQUIPMENT	22.41
600-7003-44607	FIELD SUPPLIES	306.52
Grand Total:		1,864,640.21

Project Account Summary

Project Account Key	Payment Amount
None	1,864,640.21
Grand Total:	1,864,640.21



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: G.4

SUBJECT: Take Home Vehicle Form
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 12, 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 request is for Andy Lerma in the Police Department. His commute is 128 miles.

Recommendation:

Approve take home vehicle form.

Attachments:

• -
-

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 12-18-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: H.1

SUBJECT: Amending the English & Spanish Special Election Resolutions No. 15 24/25 related to the Petition for a Referendum on Ordinance No. 767 to change the date from February 13, 2025, to March 4, 2025

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: September 20, 2024

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

On 9/24/24 the Commission approved Resolution No. 15 24/25 in English & Spanish to move forward with a Special Election to be held on February 13, 2025, for a Referendum against Ordinance No. 767.

We received a call from School Superintendent Nichole Burgin about the city possibly collaborating with the schools to have a combined special election because the schools are having to go to a mil-levy special election to find and support funding for a new school. This would help both entities share the expense by combining both questions on one ballot. After speaking with both the Sierra County Clerk's Office and the NM Secretary of State's Office, this would be doable, however we will need to change the date of the special election from February 13, 2025, to March 4, 2025, for both parties to meet the publication deadlines required by the state.

Recommendation:

Approval of the amended Special Election Resolution/Proclamation in English & Spanish.

Attachments:

- Amended English & Spanish Special Election Resolution/Proclamation.

Fiscal Impact (Finance): Yes

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. 15 24/25 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-18-2024

**AMENDED SPECIAL ELECTION PROCLAMATION/RESOLUTION
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO**

ENGLISH RESOLUTION NO. 15 24/25

**A PROCLAMATION RESOLUTION CALLING A SPECIAL ELECTION ON
TUESDAY, MARCH 4, 2025**

Whereas, a referendum petition has been submitted to the Governing Body of the City of Truth or Consequences, New Mexico, seeking a special election on the subject matter of this Resolution pursuant to Section 3-14-17 NMSA 1978; and

Whereas, the Governing Body of the City of Truth or Consequences, New Mexico wishes to call a special election at the earliest opportunity consistent with present law; and

Whereas, the earliest date upon which a special election may be called pursuant to Section 1-24-1 NMSA 1978 is March 4, 2025.

Now Therefore Be It Resolved by the Governing Body of the City of Truth or Consequences that:

The City Commission of the City of Truth or Consequences, New Mexico hereby PROCLAIMS:

- A. A Special Election will be held by mail through the Office of the County Clerk, 1712 N. Date Suite A, Truth or Consequences, New Mexico, on **Tuesday, March 4, 2025**. It shall be conducted by mail ballot (ONLY) to all City of Truth or Consequences qualified registered electors.
- B. Voters shall be asked whether the following measure shall be adopted:

ORDINANCE NO. 767: AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,000,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE TO (1) ACQUIRE, CONSTRUCT, RENOVATE, FURNISH, EQUIP, BEAUTIFY AND IMPROVE A PUBLIC SAFETY BUILDING FOR THE BENEFIT OF THE CITY AND ITS RESIDENTS, (2) FUND A DEBT SERVICE RESERVE ACCOUNT, AND (3) PAY COSTS OF ISSUANCE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF THE REVENUES RECEIVED BY THE GOVERNMENTAL UNIT PURSUANT TO SECTION 7-1-6.4, NMSA 1978 (THE "STATE-SHARED GROSS RECEIPTS TAX"); APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE LOAN PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT PROVIDING FOR THE DISTRIBUTIONS OF THE REVENUES OF THE STATE-SHARED GROSS RECEIPTS TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE

REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT

FOR THE ABOVE MEASURE

☐

AGAINST THE ABOVE MEASURE

☐

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES.

That the City Clerk and the Office of the County Clerk are hereby authorized to do all deeds necessary in the accomplishment of the herein above.

PASSED, APPROVED and ADOPTED this 18th day of December, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk

**MODIFICADA PROCLAMACIÓN/RESOLUCIÓN DE ELECCIONES ESPECIALES
CIUDAD DE TRUTH OR CONSEQUENCES, NUEVO MÉXICO**

RESOLUCIÓN ESPOANOL NUM. 15 24/25

**UNA RESOLUCIÓN DE PROCLAMACIÓN QUE CONVOCA A UNA ELECCIÓN ESPECIAL EL
JUEVES, 4 DE MARZO DE 2025**

Considerando que, se presenta una petición de referéndum a el consejo administración de la ciudad de Truth or Consequences, Nuevo México, buscando una elección especial sobre el objeto de esta resolución de conformidad con la sección 3-14-17 NMSA 1978; y

Considerando que, el consejo administración de la ciudad de Truth or Consequences, Nuevo México desea llamar una elección especial a la mayor brevedad posible, de conformidad con la legislación vigente;

Considerando que, la fecha más temprana en la que se puede convocar a una elección especial de conformidad con la sección 1-24-1 NMSA 1987 es el día 4 de marzo de 2025.

Ahora, Pues, Resuelvas por el consejo de administración de la ciudad de Truth or Consequences ese:

La Comisión de la ciudad Truth or Consequences, Nuevo México por la presente PROCLAMA:

- A. Se llevará a cabo una Elección Especial por correo a través de la Oficina del Secretario del Condado, 1712 N. Date Suite A, Truth or Consequences, Nuevo México, el **4 de marzo de 2025**. Se llevará a cabo por correo (SOLAMENTE) a todos los electores registrados calificados de la Ciudad de Truth or Consequences.
- B. Se preguntará a los electores si se adopta la siguiente medida:

ORDENANZA NO. 767: QUE AUTORIZA LA EJECUCIÓN Y ENTREGA DE UN CONTRATO DE PRÉSTAMO Y ACUERDO DE INTERCEPCIÓN ENTRE LA CIUDAD DE TRUTH OR CONSEQUENCES, NUEVO MÉXICO (LA "UNIDAD GUBERNAMENTAL") Y LA AUTORIDAD FINANCIERA DE NUEVO MÉXICO (LA "AUTORIDAD FINANCIERA"), QUE EVIDENCIA UNA OBLIGACIÓN ESPECIAL Y LIMITADA DE LA UNIDAD GUBERNAMENTAL DE PAGAR UN MONTO PRINCIPAL QUE NO EXCEDA LOS \$2,000,000, JUNTO CON LOS INTERESES CORRESPONDIENTES, CON EL PROPÓSITO DE (1) ADQUIRIR, CONSTRUIR, RENOVAR, AMUEBLAR, EQUIPAR, EMBELLECE Y MEJORAR UN EDIFICIO DE SEGURIDAD PÚBLICA PARA EL BENEFICIO DE LA CIUDAD Y SUS RESIDENTES, (2) FINANCIAR UNA CUENTA DE RESERVA PARA EL SERVICIO DE LA DEUDA, Y (3) PAGAR LOS COSTOS DE EMISIÓN; DISPONER EL PAGO DEL PRINCIPAL Y LOS INTERESES ADEUDADOS EN VIRTUD DEL CONTRATO DE PRÉSTAMO ÚNICAMENTE DE LAS DISTRIBUCIONES DE LOS INGRESOS RECIBIDOS POR LA UNIDAD GUBERNAMENTAL DE CONFORMIDAD CON LA SECCIÓN 7-1-6.4, NMSA 1978 (EL "IMPUESTO SOBRE LOS INGRESOS BRUTOS COMPARTIDOS POR EL ESTADO"); APROBAR LA DELEGACIÓN DE AUTORIDAD PARA TOMAR CIERTAS

DETERMINACIONES CON RESPECTO AL PRÉSTAMO DE CONFORMIDAD CON LA LEY DE VALORES PÚBLICOS SUPLEMENTARIOS QUE ESTABLECE QUE LAS DISTRIBUCIONES DE LOS INGRESOS DEL IMPUESTO SOBRE LOS INGRESOS BRUTOS COMPARTIDOS POR EL ESTADO DEL DEPARTAMENTO DE IMPUESTOS E INGRESOS DEL ESTADO SE REDIRIJAN A LA AUTORIDAD FINANCIERA O SUS CESIONARIOS DE CONFORMIDAD CON EL ACUERDO DE INTERCEPCIÓN PARA EL PAGO DEL PRINCIPAL Y LOS INTERESES ADEUDADOS EN EL ACUERDO DE PRÉSTAMO; RATIFICAR LAS MEDIDAS ADOPTADAS HASTA AHORA; DEROGAR TODAS LAS ACCIONES INCONSISTENTES CON ESTA ORDENANZA; Y AUTORIZAR LA ADOPCIÓN DE OTRAS ACCIONES EN RELACIÓN CON LA EJECUCIÓN Y ENTREGA DEL CONTRATO DE PRÉSTAMO Y DEL CONTRATO DE INTERCEPTACIÓN

PARA LA MEDIDA ANTERIOR

☐

CONTRA LA MEDIDA ANTERIOR

☐

AHORA, POR LO TANTO, SEA RESUELTO POR LA COMISIÓN MUNICIPAL DE LA CIUDAD DE TRUTH OR CONSEQUENCES.

Que el Secretario de la Ciudad y la Oficina del Secretario del Condado están autorizados por la presente a realizar todas las acciones necesarias para el cumplimiento de lo aquí mencionado.

APROBADO, APROBADO y ADOPTADO el 18 de diciembre de 2024.

Rolf Hechler, Mayor

ATESTIGUAR:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: H.2

SUBJECT: Resolution No. 23 24/25 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: December 13, 2024

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

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

Recommendation:

Approval Resolution No. 23 24/25 Final Budget Adjustment Requests for Fiscal Year 2024-2025

Attachments:

Resolution No 18 24/25

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 12-18-24



RESOLUTION NO. 23 24/25

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

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

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

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

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

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

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

PASSED, ADOPTED and APPROVED this **18th day of December, 2024**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2024-25 12/18/2024
DFA Resolution Number: 23 24/25
BAR NUMBER 6

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1099-38372	PD -Insurance Recoveries	Revenue	\$ 7,459.00	\$ 3,751		\$ 11,210	PD - Insurance claim for Dodge 2024
1	101	101-1007-47420	PD -Maint. Vehicle/Equip	Expense	\$ 61,340.00	\$ 3,751		\$ 65,091	PD - Insurance claim for Dodge 2024
2	101	101-1004-48699	Finance -Other Contractual Services	Expense	\$ 22,150.00	\$ 15,000		\$ 37,150	Finance -Valiant Consulting Group- Compensation Study
2	101	101-1004-43770	Finance -Subscription & Dues	Expense	\$ 300.00	\$ 1,200		\$ 1,500	Finance- Yearly Fee for job advertizing
2	101	101-1004-43999	Finance -Operating Costs	Expense	\$ -	\$ 20,000		\$ 20,000	Finance - Additional training, Non-capital, and office supplies
								\$ -	
3	503	503-3702-34772	Electric -M&J Construction	Revenue	\$ 25,000.00	\$ 68,815		\$ 93,815	Transformers for Comfort Inn PO#80944 & Fair Barn PO#80642
3	503	503-3702-44607	Electric -Field Supplies	Expense	\$ 300,000.00	\$ 68,815		\$ 368,815	Transformers for Comfort Inn PO#80944 & Fair Barn PO#80642
								\$ -	
4	504	504-3803-38372	Water -Insurance Recoveries	Revenue	\$ -	\$ 573		\$ 573	Water -Insurance claim for 2021 F-350
4	504	504-3803-47420	Water -Maint. Vehicle/Equip	Expense	\$ 16,500	\$ 573		\$ 17,073	Water -Insurance claim for 2021 F-350
5	101	101-1099-49930	General -Transfer Out	Expense		\$ 5,000		\$ 5,000	CDBG Comprehensive Plan Grant
5	314	314-7030-32375	CDBG -Other State Grants	Revenue	\$ -	\$ 50,000		\$ 50,000	CDBG Comprehensive Plan Grant Approved 01/03/24 CC Meeting
5	314	314-7030-48598	CDBG -Professional Services	Expense	\$ -	\$ 55,000		\$ 55,000	CDBG Comprehensive Plan Grant Approved 01/03/24 CC Meeting
5	314	314-7030-39935	CDBG -Transfer In	Revenue	\$ -	\$ 5,000		\$ 5,000	CDBG Comprehensive Plan Grant Approved 01/03/24 CC Meeting
6	294	294-5003-32394	Library -State Grant In Aid	Revenue	\$ -	\$ 15,431		\$ 15,431	State Library Grant-In-Aid Allocation FY 2025
6	294	294-5003-44613	Library -Non-Capital Items	Expense	\$ -	\$ 15,431		\$ 15,431	State Library Grant-In-Aid Allocation FY 2025
6	294	294-5003-39935	Library - Transfer In	Revenue	\$ -	\$ 15,431		\$ 15,431	State Library Grant-In-Aid Allocation FY 2025
6	101	101-1099-49930	GF - Transfer Out	Expense	\$ 2,204,098	\$ 15,431		\$ 2,219,529	State Library Grant-In-Aid Allocation FY 2025
6	101	101-1099-39935	GF - Transfer In	Revenue	\$ 1,622,477	\$ 15,431		\$ 1,637,908	State Library Grant-In-Aid Allocation FY 2025
6	294	294-5003-49930	Library - Transfer Out	Expense	\$ -	\$ 15,431		\$ 15,431	State Library Grant-In-Aid Allocation FY 2025
7	299	299-7043-37371	AS - BFAS Teaching & Learning Grant	Revenue	\$ -	\$ 1,700		\$ 1,700	Animal Shelter - BFAS 2025 Teaching & Learning Grant
7	299	299-7043-42310	AS - Per Diem	Expense	\$ -	\$ 1,700		\$ 1,700	Animal Shelter - BFAS 2025 Teaching & Learning Grant
7	299	299-7043-39935	AS - Transfer In	Revenue	\$ -	\$ 1,700		\$ 1,700	Animal Shelter - BFAS 2025 Teaching & Learning Grant
7	101	101-1099-49930	GF - Transfer Out	Expense	\$ 2,204,098	\$ 1,700		\$ 2,205,798	Animal Shelter - BFAS 2025 Teaching & Learning Grant
7	101	101-1099-39935	GF - Transfer In	Revenue	\$ 1,622,477	\$ 1,700		\$ 1,624,177	Animal Shelter - BFAS 2025 Teaching & Learning Grant
7	299	299-7043-49930	AS - Transfer Out	Expense	\$ -	\$ 1,700		\$ 1,700	Animal Shelter - BFAS 2025 Teaching & Learning Grant

ATTEST:

Angela Torres, Clerk-Treasurer

(Date)

Rolf Hechler, Mayor

(Date)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: I.1

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

DEPARTMENT: Community Development

DATE SUBMITTED: December 3, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Tyler Knull - Code Enforcement Officer

Summary/Background:

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

Recommendation:

Consider Extension request

Attachments:

- Property pictures submitted by Property Owner
-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-18-24

















CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: I.2

SUBJECT: Discussion/Action –Award RFP 23/24-009 and execute agreement between City of Truth or Consequences and Wilson & Co. for the City of Truth or Consequences Comprehensive Plan Update funded by CDBG

DEPARTMENT: Community Development

DATE SUBMITTED: December 3, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Project went out for Request for Proposals. 4 proposals were received and reviewed. Wilson & Co. was the high scorer. Recommendation to Award Wilson and Co. was approved by CDBG. Comprehensive Plan update is being funded by CDBG Planning Grant approved by City Commission 12-13-24

Recommendation:

Approve NOA and execute agreement

Attachments:

- Notice of Award
- CDBG Engineering Agreement

Fiscal Impact (Finance): Yes

\$55,000.00 (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. [Click here to enter text.](#) Ordinance No. -

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☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-18-24

*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*

December 18, 2024

Noah Berke, AICP, CFM
Wilson & Company, Inc.
4401 Masthead Street NE, Unit 150
Albuquerque, NM 87109

RE: Notice of Award of Planning Agreement for the City of Truth or Consequences CDBG
Project No. 22-C-NR-I-06-G-103

Dear Mr. Berke:

On behalf of the City of Truth or Consequences, I would like to thank you for submitting a proposal in response to our RFP 23-24-009 for planning professional services for our CDBG project No. 22-C-NR-I-06-G-103. We appreciate your time, effort, and interest in the project related to this procurement.

I would like to notify you that the proposal you submitted is the best apparent solution to the project for which the procurement was issued.

The negotiated agreement for this project is enclosed. This agreement is not to exceed \$53,386.31 including NMGRIT.

Please sign and return the enclosed agreement via email. We will email you an executed copy for your records. We look forward to the execution of this agreement and to working with your firm.

Sincerely,

Rolf Hechler
Mayor

COMBINED SCORE SHEETS

RFP #23-24-009- COMPREHENSIVE PLAN UPDATE

EVALUATORS # 1-3

COMPANY NAME	WILSON	LOI	STANTEC	SITE SW
1. FIRM QUALIFICATIONS MAX POINT: <u>75</u>	69	66	72	59
2. PLANNING EXPERIENCE MAX POINT: <u>45</u>	43	42	41	39
3. REFERENCES AND PAST RECORD OF PERFORMANCE MAX POINT: <u>45</u>	43	39	39	42
4. FAMILIARITY WITH THE CONTRACTING AGENCY MAX POINT: <u>30</u>	30	23	28	27
5. WORK PLAN MAX POINT: <u>60</u>	58	45	55	49
6. WORK TO BE COMPLETED IN NEW MEXICO MAX POINT: <u>0</u>	0	0	0	0
7. PROJECT MANAGEMENT MAX POINT: <u>45</u>	44	33	40	41
TOTAL SCORE OF 300	287	248	275	257

*Ability and resources to effectively manage and complete the work on schedule #80__ N/A

Total Points = (without item 5, Work plan)

(if item 5, Work plan is included in response to scope of work) #100__

High Score Recommendation: Wilson & Company

The TOTAL BUDGET available for the project is \$ _____

SCORES REVIEWED BY: Leiandra Guerra, CPO SIGNED: [Signature]

WITNESSED BY: Jocelyn Holguin, Finance Director SIGNED: [Signature]

DATE: 8/27/2024 TIME: 3:30 PM LOCATION: T or C Finance Office



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: I.3

SUBJECT: Discussion/Action – Legal Services Agreement between the City of T or C and Modrall, Sperling, Roehl, Harris & Sisk, P.A., Attorney at Law

DEPARTMENT: Community Development

DATE SUBMITTED: December 3, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

A Bond Council Legal Services agreement is required for the USDA Water System Improvements-WSPI as defined within the USDA Letter of Conditions for the Water System Performance Improvements -2 Project (WSPI-2). Legal Services Fees are included in the funded amount for the project.

Recommendation:

Approve Legal Services Agreement

Attachments:

- Legal Services Agreement
- Project Information
- Letter of Conditions available upon request

Fiscal Impact (Finance): Yes

Reimbursable expense from Grant 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: -

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File Name: CC agendas 12-18-24

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of December, 2024, between the City of Truth or Consequences, New Mexico, hereinafter referred to as "Owner," and Modrall, Sperling, Roehl, Harris & Sisk, P.A., Attorney at Law, 500 Fourth Street NW, Albuquerque, New Mexico 87103, hereinafter referred to as "Attorney";

WHEREAS, the Owner is or will be organized to own and operate the Facility under the provisions of Chapter 3, Section 2 of the New Mexico Statutes;

WHEREAS, the Owner intends to acquire, construct, or improve its Water System, hereinafter called "Facility," in Sierra County, New Mexico;

WHEREAS, the Owner has obtained financing for the Facility from the United States Department of Agriculture, Rural Development, hereafter called "RD," to help defray the costs of the Facility;

THEREFORE, the Owner and Attorney to hereby agree to the following:

SECTION A - LEGAL SERVICES

The Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.

2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction, and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Utilities Service, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.

3. Review of bid opening procedure, construction contracts, and surety and contractual bonds in connection therewith.

4. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.

5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.

6. Obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.

7. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.

8. Furnish advice and assistance to the governing body of Owner in connection with (a) the notice for the conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of the bond ordinance necessary in connection with the authorization for financing of the capital improvement project; (d) the preparation of such affidavits, publication notices, reports, certifications, and other instruments as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the capital improvement project; (f) the completion and execution of documents for obtaining a loan made or insured by the United States of America, acting through the USDA Rural Utilities Service; (g) such other corporate action as may be necessary in connection with the financing of the capital improvement project. Attorney will further furnish the Owner with an approving opinion, in customary form, in connection with the bonds. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. The attorney shall pay all bond counsel in perfecting the financing aspects, e.g., assessment procedures and completion of documents. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

SECTION B – COMPENSATION

The Owner will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

1. A flat fee of \$25,000, plus New Mexico Gross Receipts Tax, for bond counsel services and delivery of an unqualified approving opinion of bond counsel in connection with issuance of the bonds

2. Reimbursable will be paid for actual out-of-pocket expenses for filing of easements, deeds, or other necessary documents, and for mileage, meals, room accommodations, if necessary, and normal long-distance calls and postage, will be paid by the Owner, with a maximum fee not to exceed of \$1,500.

3. Said fees to be payable in the following manner and at the following times:

(a) Fees and expenses to be paid on the date of closing the bond transaction, i.e. on the date the bond is delivered to Rural Utilities Service, U.S. Department of Agriculture.

(b) If, for any reason beyond the control of the Owner, the transaction is not completed and the bond delivered, Owner shall pay Attorney's reimbursable expenses only. If the transaction does not close due to the action or inaction of Owner, Owner shall pay Attorney \$175.00 per hour for work performed, not to exceed the flat fee quoted above in Section (B)(1), plus reimbursable expenses.

SECTION C - OTHER PROVISIONS

~~That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.~~

~~That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within ____ days from the date of the commencement of its legal existence, this Agreement shall terminate and Owners shall be liable to the Attorney for payment of \$_____, which sum represents payment in full for the organization and incorporation of the association and for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.~~

This Agreement shall not become effective until concurred in by RD. Concurrence by RD in no way commits RD to render financial assistance to the Owner.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective dates shown below.

ATTORNEY

OWNER

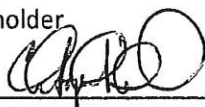
Name Modrall, Sperling Law Firm
Mexico

Name City of Truth or Consequences, New

Title Shareholder

Title City Manager

Signature



Signature

Date December 2, 2024

Date December __, 2024

RD CONCURRENCE

Name _____

Title _____

Signature _____

Date _____

Water System Performance Improvements (WSPI-2)

Funded by USDA

\$9,900,891

\$7,227,891 Grant/\$2,673,000 Loan

Oct 2023/est. August 2024

Pending USDA Final Grant Funding (\$5,575,000)

FULL PROJECT SCOPE:

Design & Construction of approx. 13,983 LF waterline replacements east of the MSD area on Riverside Dr. with a new 10-in mainline loop to feed Village of Williamsburg and provide hydraulic resiliency to the area. Improvements include gate valves, new service lines, meters, hydrants and accompanying appurtenances.

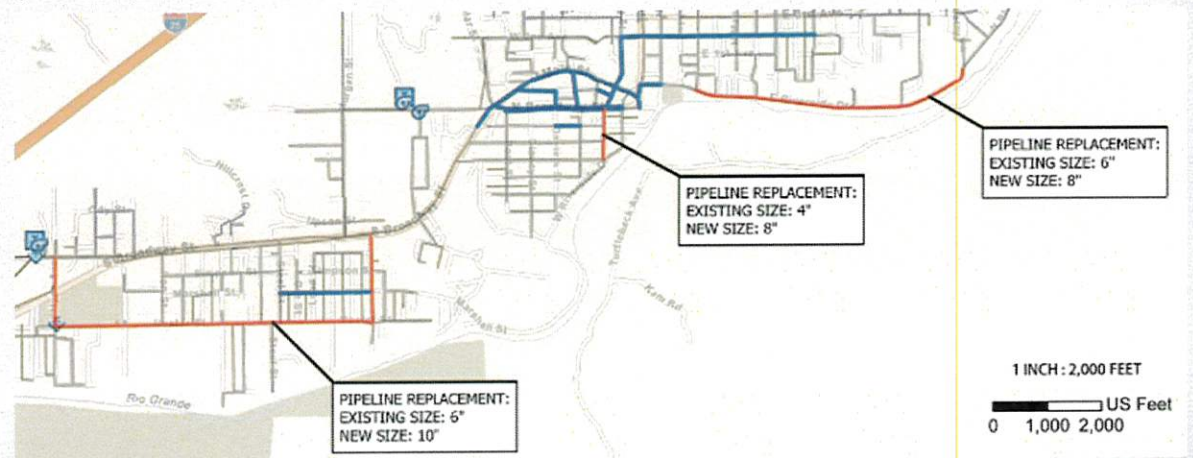
Design Phase – Anticipate 12 months

Anticipated Construction start date: Fall 2025

Anticipated Construction end date: Summer 2026

FINAL PROJECT SCOPE IN PROGRESS/COMPLETED

Engineering Agreement to follow USDA Grant Agreement.



discipline | intensity | collaboration | shared ownership | solutions

**WILSON
& COMPANY**



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: I.4

SUBJECT: Discussion/Action – Aging and Long-Term Services Department Appropriation Grant Agreements A241-2021 and A241-2022 for SJOA Vehicle Purchases

DEPARTMENT: Community Development

DATE SUBMITTED: December 3, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

SJOA has received 2 appropriations for the purchase of vehicles as defined below:
A241-2021 - \$60,883.00 – funding for meal truck – funding to be combined with A23H2062 - \$31,617
A241-2022 - \$50,000.00 - funding for passenger vehicle

Recommendation:

Execute Grant Agreement and approve purchase of Vehicles not to exceed available funding.

Attachments:

-
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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File Name: CC agendas 12-18-24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: I.5

SUBJECT: Discussion/Action – Variance Request 1095 E Riverside

DEPARTMENT: Community Development

DATE SUBMITTED: December 3, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Applicant is requesting a variance from Sec. 11-14-2. - Standards For Districts. Applicant has a non-conforming lot and cannot meet the minimum front setback, rear setback, and side setback. Property is located in the RR-1 (Riverside Residential Zone). Public Hearing was held at the P & Z Meeting on 12-9. 5 opponents, 1 proponent (applicant). Member Buhler made a motion to deny request. Motion died for lack of second. More discussion ensued between board members, Member Buhler made another motion to deny, Chairman Sisney seconded the motion. Vote was split 2/2. Recommendation to send to Commission for decision with further information provided pertaining to WA/SW/EL and Fire comments. All utilities and fire have been approved.

Recommendation:

Attachments:

- P&Z Packet
- Updated Dwelling Site Plan – (presented to P & Z during meeting)

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-18-24



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 12-9-2024

ITEM: Public Hearing/Discussion/Action:

Variance request at 1095 E Riverside. Applicant is requesting a variance from Sec. 11-14-2. - Standards For Districts. Applicant has a non-conforming lot and cannot meet the minimum front setback, rear setback, and side setback. Property is located in the RR-1 (Riverside Residential Zone)

BACKGROUND:

Applicant would like to build a small dwelling unit on a non-conforming lot making it difficult to meet the required setbacks. All applicable documents and fees have been submitted, and certified letters for public hearing notice have been mailed/received.

SUPPORT INFORMATION:

- Proposed structure drawing
- Parcel Map area
- Applicable codes
- Public Hearing Notice
- Findings of Facts Checklist

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

E. RIVERSIDE DRIVE

10' UTILITY EASEMENT

25'

5'

25' x 25'

67.57'
67.64'

15' x 15' WOOD DECK
15' x 10' W/ 5' x 2' CAR

15'

RIO GRANDE RIVER



Thence S. 40° 34.59' E. 100.00' to the Northbank Rio Grande River
Thence E. along said river bank N 82° 45' 43.00' E. 100.00'
Thence N. 00° 17.57' E. 100.00' to Southbank of Rio Grande River
Thence along said boundary 15.21' to 45.30' to the North

Size of Res Depends on Approval of Set Back Variance

Proposed	Size of Residence
SCALE: 1" = 10'	APPROVED BY: [Signature]
DATE: 11-10-24	DRAWN BY: J. Siz
Drawing is to show Set Back of Res in Ref to Property	REVIEWED: [Signature]
Boundaries and Special Variance Due to Size of	
Bad Property. Property Size -	DRAWING NUMBER
2027.7 +/-	1

note



1095 E Riverside Dr, Truth or Co

Show search results for 1095 E Rivers...

7821952

1048

3021078281507

1110

3021078233523

1140

3021078233523

1048

3021078249517

1098

3021078266511

3021078286002

2910983667748

1075

3021079277007

3021079270008

1101

3021079259006

3021079259007

3021079168023

40ft

-107.239 33.128 Degrees

Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliate...

PC BY
esri

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date_____ Address_____

Findings of facts for recommendations and decisions.

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

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

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

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

*Rolf Hechler
Mayor*



*Destiny Mitchell
Commissioner*

*Amanda Forrister
Mayor Pro-Tem*

*Ingo Hoepfner
Commissioner*

*Merry Jo Fahl
Commissioner*

*Angie Gonzales
City Manager*

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, December 9, 2024, to receive input regarding the following:

Public Hearing/Discussion/Action: Variance request at 1095 E Riverside. Applicant is requesting a variance from Sec. 11-14-2. - Standards For Districts. Applicant has a non-conforming lot and cannot meet the minimum front setback, rear setback, and side setback.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

Should you have any questions regarding this Public Hearing, please contact Traci Alvarez at (575) 952-0565 or by email at talvarez@torcnm.org.

The agenda may be obtained on Friday, December 6, 2024, on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

/s/ Angela A. Torres, CMC, City Clerk

Publish on the following date:

- Sentinel— Thursday, November 14, 2024

ARTICLE IV. NON-CONFORMING USES, BUILDINGS, AND LOTS

Sec. 11-4-1. Definition of Non-conforming Uses and Continuity of Use.

A non-conforming use is any existing use of land, building, or structure that does not conform to the land use provisions of this Code at the time of its passage.

- A. *Non-conforming use of land.* The legal non-conforming use of land, existing at the time this Code became effective, may be continued, provided that no such non-conforming land use shall in any way be expanded, extended or increased in intensity of use, either on the same or adjoining property, and provided that if such non-conforming use of land or any portion thereof, is abandoned for a period of one (1) year or more, any future use of such land shall be in conformity with the provisions of this Code.
- B. *Legal non-conforming uses, lots, buildings, structures.* Uses, lots, buildings, and structures existing lawfully prior to the effective date of this Code which, by reason of this Code, are no longer conforming, shall be considered as legally non-conforming and shall be subject to all regulations imposed hereafter.
- C. *Illegal non-conforming uses, lots, buildings, and structures.* Uses, lots, buildings, and structures existing unlawfully prior to the effective date of this Code, and which remain unlawful, shall be considered illegal and unless remedial action is taken (e.g. special use authorized or brought into conformance by another acceptable zoning device permitted by this Code) shall be amortized in conjunction with Section 11-4-10 hereinafter.
- D. Previous non-conforming, uses, lots, buildings, and structures which become conforming as a result of the Comprehensive Code amendment. Uses, lots, buildings, and structures existing lawfully or unlawfully prior to the effective date of this Code, which are made lawful as a result of the provisions of this Code, shall be considered as conforming.

Unless otherwise specifically provided for in this Code, non-conforming uses and lots that were otherwise lawful on the effective date of this Code may be continued regardless of ownership until the current use changes.

Sec. 11-4-2. Maintenance Permitted.

A legal non-conforming building or structure may be maintained and the occupancy of such building or structure may be continued, however, the non-conforming use shall not be changed or expanded, unless such changes or expansions brings the use further into compliance with this Code.

Sec. 11-4-3. Repairs and Alterations.

Repairs and structural alterations may be made to a non-conforming manufactured or mobile home, building or to a building housing a non-conforming use, however, the non-conforming use shall not be expanded or changed, unless such changes or expansions brings the use further into compliance with this Code.

Sec. 11-4-4. Restoration of Damaged Buildings.

A legal non-conforming building, manufactured or mobile home or a building housing a non-conforming use which is damaged or destroyed by fire, flood or other calamity or act of nature may be restored and the building,

structure or use of such building, structure or part thereof may be continued or resumed, provided that such restoration is started within a period of one (1) year from the date of destruction. Such restoration shall not increase the floor space devoted to the non-conforming use over that which existed at the time the building came into non-conforming status. A building permit or manufactured home installation permit shall be obtained and countersigned by the designated Zoning Administrator or other zoning official designated by the City noting any restrictions and/or requirements to enable the non-conforming use to continue without violation of this Code.

Sec. 11-4-5. Discontinuance or Abandonment.

A legal non-conforming use, building, manufactured or mobile home or structure or portion thereof, or a lot occupied by a non-conforming use which is or which hereafter becomes abandoned or which is discontinued for a continuous period of one (1) year, shall not thereafter be occupied except by a use which conforms to the regulations of the District in which it is located.

Sec. 11-4-6. Transfer of Ownership.

If a legal non-conforming use is sold, leased or otherwise transferred, the use may continue with no change or expansion of use, unless the change is to a conforming use.

Sec. 11-4-7. Change of Use.

The legal non-conforming use of a building or structure may not be changed except to a conforming use, but where such change is made, the use shall not thereafter be changed back to a non-conforming use.

Sec. 11-4-8. Non-conforming Lots.

When a legal non-conforming lot can be used in conformity with all of the regulations applicable to the intended use, except that the lot is smaller than the required minimum set forth in Article 14 of this Code, the lot may be used as if it were conforming.

Sec. 11-4-9. Subdivisions in Process Prior to aAoption of this Code.

A subdivision on which an application was submitted to the City Planning and Zoning Commission prior to the adoption of this Code shall be allowed in any District, regardless of any new District requirements of lot size, if the requirements for final approval have been met and the plat approved within fifteen (15) months of the adoption of this Code.

Sec. 11-4-10. Amortization of Non-conforming or Unlawful Buildings, Structures, Lots, or Uses.

Non-conforming building, structure, lot or use, as detailed below, which existed at the adoption of this Code and which remains non-conforming, and any such building, structure, or use which shall become non-conforming upon the adoption of this Code or of any subsequent amendment thereto, shall be discontinued and cease in accordance with the following.

- A. It shall be the responsibility of the owner of any illegal non-conforming buildings, structures, lots, or uses, to remove to bring such into conformance with the ordinances of this City within one (1) year of the effective date of this Code.
- B. It shall be the responsibility of the owner of any legal non-conforming commercial or industrial buildings, structures, or uses that exceed the home occupancy use standards of this ordinance, that

exist in any of the residential zones at the time of adoption of this Code, to remove or bring them into compliance with this Code according to the schedules defined below:

1. Where all or substantially all of the improvements employed in a non-conforming building, structure, or use, which have an assessed valuation on the effective date of this Code of less than twenty thousand dollars (\$20,000), the use shall be discontinued or brought into compliance within five (5) years.
2. Where all or substantially all of the improvements employed in a non-conforming building, structure, or use, which have an assessed valuation on the effective date of this Code of more than twenty thousand dollars (\$20,000), the use shall be discontinued or brought into compliance within ten (10) years.

Sec. 11-4-8. Non-conforming Lots.

When a legal non-conforming lot can be used in conformity with all of the regulations applicable to the intended use, except that the lot is smaller than the required minimum set forth in Article 14 of this Code, the lot may be used as if it were conforming.

Sec. 11-5-5. Variance.

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

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

Sec. 15-8. Variances.

- A. *Cause:* Where, in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of this Code would result in a substantial or unreasonable hardship to the subdivider because of exceptional topographic, soil or other surface or subsurface conditions, or that strict compliance with this Code would result in inhibiting the achievement of the objectives of this Code, the Planning and Zoning Commission may recommend and the City Commission may approve variances, modification or waivers of this Code's requirements. No variance shall be granted simply because the subdivider disagrees with or does not wish to meet the goals, objectives or standards of this Code.
- B. *Required findings:* Before recommending approval of a variance to the Planning and Zoning Commission, the City's Zoning Administrator shall make the following findings of fact. These same findings must be made by the Planning and Zoning Commission before it may recommend approval to the City Commission. The same findings must be made by the City Commission before it may approve a subdivision with variances and must form the basis of its decision when acting on an appeal regarding a variance. Granting a variance:
1. Shall not constitute a grant of special privilege inconsistent with the limitations on other properties in the area of notice;
 2. Shall not result in detriment to the public health, safety, or welfare, or be materially injurious to properties or improvements in the area of notice;
 3. Is justified because a physical hardship to the applicant is caused by existing size or shape of the lot, by existing structures, topographic or physical conditions on the site or in the area of notice, or if a physical hardship to the applicant would result from strict compliance with this Code;
 4. Upholds the spirit and intent of this Code, public safety and welfare will be secured, and substantial justice done;
 5. Will not result in the City being caused to absorb costs over and above those typically associated with subdivision approval;
 6. Is not contrary to the requirements of state law;
 7. Will not cause negative impacts on adjoining properties, properties in the area of notice, or to the public well being.
- C. *Procedures and requirements:* The following procedures and requirements shall apply to all requests for variances under this Code.
1. Requests for variances and the review fee shall be submitted in writing prior to or at the time of request for preliminary plat approval.
 2. Variances will be reviewed and acted on as separate agenda items from the subdivision as a whole, however, approval or denial of a subdivision by the City may be determined by the results of a vote on a variance.
 3. The request shall describe in detail the specific sections of this Code from which a variance is being requested, and shall describe in detail the specific reasons that justify a variance. It is the subdivider's responsibility to address and prove each and every finding of fact.
 4. Variance requests shall be reviewed by the City Planning and Zoning Commission in public hearings prior to or concurrent with public meetings that are held for recommendations for approval or denial of the subdivision.
 5. Notice of the request for variance shall be given to all owners of record of property within 300 feet of the area proposed for subdivision, excluding streets, alleys, channels and other rights-of-way, and shall

be published in the same manner as notice is provided for any public hearing required in this Code, and shall comply with the Open Meetings Act of the State of New Mexico

6. Variance requests shall be submitted to any reviewing agencies having expertise with respect to the subject matter for which the variance is sought. Comments on variances by such agencies shall be received by the City before the City acts on the subdivision requiring the review. In cases where a variance to the standards of any other entity is requested as part of a subdivision application, the City shall not approve the subdivision until it has received certification from that entity, in writing, that the entity has approved the variance request.
- D. *Conditions on variances:* In granting variances, the City may impose conditions regarding further expansions, maximum height limits, time limits, types of construction, and other standards that will ensure that approval of the variance results in substantial conformity with the intent of this Code.
- E. *Notification of action:* The City's Zoning Administrator shall notify the subdivider in writing within five working days following consideration of a variance by the Planning and Zoning Commission and/or the City Commission. Said letter shall state the nature and conditions of approval of variances, or alternately, shall state the reasons for denial of a variance. Said letter shall also explain the next action required or available to the applicant.

(Ord. No. 555, 5-23-06)

Sec. 11-9-6. RR-1 Riverside Residential District.

- A. *PURPOSE.* The RR-1 District is a low density residential District comprised primarily of single family frame and/or manufactured dwellings. It is intended that the RR-1 District provide a pleasant and fairly low density setting for those who desire to live near the Rio Grande.
- B. *DEVELOPMENT STANDARDS.* Development standards and other requirements are provided in Articles X through XIV of this Code.
- C. *RR-1 PERMITTED USES.* The following uses are permitted by right in RR-1 District.
1. Accessory Building.
 2. Construction Yard or Building (Temporary): Such yard or building shall be removed upon completion of construction or within three (3) years from date of permit, whichever is sooner. Construction yards and buildings shall be maintained in a neat and orderly fashion, and open yards shall be enclosed by a sight obscuring fence at least six (6) feet in height. However, there shall be no fence or wall more than three (3) feet in total height above street-curb level located within the clear sight triangle of a street intersection as defined in this Code.
 3. Detached Single Family Dwellings.
 4. Garage or Yard Sale or Similar Use: Three (3) sales are permitted in a one (1) year period at a single address. A sale shall not exceed three (3) consecutive days.
 5. Greenhouse (Non-Commercial), Garden Sheds, Tool Sheds: When detached from the main dwelling such structures are subject to the provisions of Accessory Buildings.
 6. Home Occupation.
 7. Horses: Permitted only on lots or parcels of one (1) acre or more; provided that the total number of such animals not exceed three (3) per acre.
 8. Manufactured Homes.
 9. Public Park, Playground, Ball Fields or Tennis Courts.
 10. Kennel (Private, Residential).
 11. Storage (Residential Vehicles): Storage of personal recreational vehicles. Storage of personal recreational vehicles, boats, trailers or similar uses shall be limited to a maximum of one (1) per dwelling unit in the front yard, with no limit in the side or rear yard separated at least five (5) feet from any property line.
 12. Swimming Pool (Private): Permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be no closer than five (5) feet from any property line and approval from all utilities is required to insure overhead safety.
 13. Tennis Courts: Private for residential use.
- D. *RR-1 SPECIAL USES.* The following uses require a public hearing and approval of the City Commission after a recommendation by the Planning and Zoning Commission. Specific conditions and provisions for special uses are described in Section 11-5-6.
1. Athletic Clubs or Bathhouses.
 2. Community Building (Public or Private).
 3. Gas Regulating Station (Public or Private Utility).

-
4. Manufactured Home Park.
 5. Recreational Vehicle Park.
 6. Swimming Pools (Public and Commercial).
 7. Telephone Exchange Station.
 8. Television and Radio Towers and all other Free-Standing Towers (Public and Private Use): Towers shall have manufacturer's specifications to withstand a 75 mph wind and shall be constructed to meet New Mexico Building Code.

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

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

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

District	Lots: Minimum Area	Lots: Minimum Width	Dwelling: Minimum Area	Maximum Height
R-1	9,000 s. f.	60'	1,200 s. f.	26'
R-2: Single-Family	5,000 s. f.	60'	900 s. f.	26'
R-2: Two-Family	4,000 s. f./unit	60'	650 s. f./unit	35'
R-2: Multiple-Family	3,500 s. f./unit	60'	600 s. f./unit	35'
R-2: Apartments	3,500 s. f./unit	60'	500 s. f./unit	35'
R-2: MH*	5,000 s. f.	60'	900 s. f.	26'
R-3: Single-Family	4,500 s. f.	45'	700 s. f.	35'
R-3: Two-Family	3,000 s. f./unit	45'	500 s. f./unit	35'
R-3: Multiple-Family	3,000 s. f./unit	45'	450 s. f./unit	35'
R-3: Apartments	2,000 s. f./unit	45'	400 s. f./unit	35'
R-3: NM*	4,500	45'	550 s. f.	26'
R-4	1 acre	75'	1,200 s. f.	26'
RR-1	5,000 s. f.	50'	800 s. f.	26'
C-1	5,000 s. f.	60'	" "	35'
C-1: MH*	4,000 s. f.	45'	550 s. f.	26'
M-1	" "	60'	" "	35'
T-1	21,780 s. f.	100'	800 s. f.	35'
T-1: MH*	21,780 s. f.	60'	550 s. f.	26'

* Not located within MHP

E. RIVERSIDE DRIVE

30.0'

10' UTILITY EASEMENT

SAIZ RES
899 SQ.FT.

6' 7.59"

33'

23'

15'

RIO GRANDE RIVER



PROPOSED: SAIZ RES.		
SCALE: 1"=10'	APPROVED BY:	DRAWN BY: OWNER
DATE:		REVISED:
PC. 3021079277007		
1095 E. RIVERSIDE DR. TORC		DRAWING NUMBER 1 of 1

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, DECEMBER 9, 2024**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, December 9, 2024 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Katy Martinez, Deputy City Clerk
Jessica Jenkins, City Clerk Admin Assistant

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

a) October 7, 2024.

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

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

There were no comments from the public.

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

4. PUBLIC HEARINGS (5 Minute Rule Applies)

- a) Public Hearing/Discussion/Action: Variance request at 1095 E Riverside. Applicant is requesting a variance from Sec. 11-14-2.

City Attorney Rubin: Mr. Chairman and board member the reason I'm here today is Mrs. Alvarez thought it might be helpful to the board if I should up. I know you have to go through procedures. I'm here to assist you. I don't know if you want my input at this point on how we can proceed or do you have a plan how you usually do things, however you want discuss.

Chairman Sisney: I have no plan. I was going to go down the list. Do you have anything that we need to do?

City Attorney Rubin: What we are doing is called a battle shell procedure. We are having a public hearing, the reason why you a sworn in the law requires that you have sworn in testimony while the planning and zoning board considers the application, considers your comments for or against what the proposed application states. I believe what we have done in the past you have staff testify first. Mrs. Alvarez will go first and she will give you an over view of what is going on. Is that what you have written down? People can ask her questions after she testifies including the commission can ask her questions. Then you usually have the proponents. Who I believe is here. After the proponent we go to the opponents. That is my advice on how we should proceed.

Assistant City Manager Alvarez: Chairman members of the board what you have in your agenda packet is our applicant is requesting a variance from our municipal code the applicant has what we call a non-conforming lot which is a lot that does not meet normal standards. Per our municipal code you can build on a non-conforming lot as long as you can meet the required setbacks. Due to his lot size he is unable to meet some of the required that our code justifies for the RR1. You will see that in the large plans that I had submitted to you in person it's a little different then what you had received in your packet. From the front it is required 25-foot set back and he is looking at 6-foot on one portion of the structure he is planning on building and 16-feet from the other side of the structure for a set back form the front. On one side of his property where the structure would be built he is looking at a 2-foot set back instead of a 5-foot at the utility easement in the rear of the property is a 15-foot requirement set back which he shows and on the other side of the property a 5-foot set back which he shows. The applicant is requesting a variance from that section of the code so he can build a structure. I do belive that when he gets up and speaks you will find that this isn't a full time structure this is a something that they use on the weekends. The applicant has come into town in the past with

his RV on his property. Our code is a little unclear on that section. You can't live in an RV on a property unless you are in an RV park technically they don't come and live they come visit on the weekend because they enjoy coming into town a visiting our town and doing stuff. They would park there for the weekend and then they would leave and their RV would leave with them it was not parked there full time. Because of our RV code and it being a fine line they are opting to build a small house so then they have a house on their property so they can come and vacation in T or C. With that I stand for any questions.

Chairman Sisney: This drawing here these lines aren't lining up.

Assistant City Manager Alvarez: Chairman member of the board think I have tried to explain this a few different times. That is an overlay that the Sierra County Assessors does. Sometimes their lines don't look nice and perfect like the survey that is just a snapshot picture kind of an idea of where the property lines are. I can't change where the lines lie on the assessors parcel map.

Chairman Sisney: It looks like there is a hurricane fence right here a chain link fence and it looks like the red line is to the left of it. If you are looking at the drawing if I held it like this. It looks like there is also another chain link fence here and it looks like the red line is a little to the left of that. If everything lined up with the fences where is the 10-foot utility easement.

Assistant City Manager Alvarez: The 10-foot utility easement doesn't show on the map that you are looking at. The easiest to look at is the large mapping. We are still trying to find the official mapping from the county they were still looking for it prior to this meeting. His property line and then there is the 10-foot utility easement right next to it. The line on his property line is where the fence is located. In essence his structure would be built 2-feet from that fence. The utility easement is actually on the other property next to it it's not on his property.

Chairman Sisney: The neighbor has the easement inside of their fence?

Assistant City Manager Alvarez: Correct.

Vice Chairman Buhler: Has Paul Tooley been contacted the fire chief?

Assistant City Manager Alvarez: No because the municipal code states 10-feet before between structures. Paul is contacted once the approval is done; he reviews as well. They will meet the 10-feet between structures that is not a concern for where the building is and the 10-feet Paul is very forgiving on that if they are metal roofs to metal roof. That usually stands for wooden

structure things that catch fire very easily. He doesn't usually review this portion on fire code until it gets to building section. Right now we are not at the building.

Member Luchini: So you are wanting to build something to stay in? And the RV wont be coming.

City Attorney Rubin: Before that ordinarily I would say we should finish up with Mrs. Alvarez's questions that you have but if everyone ok with kind give us a little bit more fluidly if you need since you are trying to get some information. Im ok with Mr. Saiz giving his testimony. Im just commenting that we are doing it a little bit differently then really just sticking to a formal approach.

Member Luchini: So you are building a structure to use?

Saiz: Yes, its going to be a residence. Its going to meet all building codes its going to be a beautiful home.

Member Kent: With the size of the lot and the size of the proposed come would there be parking, off street parking?

Saiz: Yes, there is 16-feet from the front of the house which is a covered patio which is going to be covered patio parking area.

Member Kent: You will have no cars parked on the street? During the time of the build there might be cars parked on the street.

Vice Chaiman Buhler: What type of a home would you build?

Saiz: Its going to be a single family dwelling. Its going to to be my retirement home.

Vice Chairman Buhler: One story, how many square feet?

Saiz: Its 899 square feet.

Member Kent: One story?

Saiz: One story yes. Im old to be climbing stairs.

Chairman Sisney: One care under the awning:

Saiz: One car under the awning plus a motorcycle.

Assistant City Manager Alvarez: The municipal code does all for parking on the street in residential areas as well.

Member Kent: I thought it also required some off street parking. Or maybe I'm wrong about that.

Assistant City Manager: I believe you are correct. But he does have off street parking.

Member Kent: That was my initial question.

Saiz: Can I take a step back and introduce myself?

Vice Chairman Buhler: Yes, I think that would be a good idea.

Ambrosio Saiz, Applicant: My name is Ambrosio Saiz im from Albuquerque. Im a native New Mexican. I was born and raised in Albuquerque. For the life of me I have always wanted to live on a river. As a young man I built a house on a river, and was promised it would be willed to me and it got taken away and I didn't get the house. This gives me an opportunity to redo my life and start building my house that I wanted on the river. I am a career construction person. My whole life in concrete construction. Building house and everything I'm a general contractor I carry a GB-98 and a GS-05 contractor's license. So I'm very familiar with building and how it needs to happen and how it needs to be built. When I designed this house when I looked at the lot I was told by the realtor that is was a nonconforming lot and I would have to jump through some hoops. I didn't have a problem with that at all. Ill make it happen whatever we have to do.

Chairman Sisney opened the public hearing.

Proponents:

Opponents:

Malene Shelton: My main concern is the size of the lot and the close proximity to the adjacent lots and fire safety. Last year there was a fire on the vacant lot on the other side of one of the proponents properties. The person started the fire called the fire department it took them 15

to 20 minutes to get there which was great they did a great job. If a fire where to start on that little tiny lot and nobody is there or even if somebody is there and a fire starts and they cant get there both adjacent properties are in danger of having fire damage and possible from flying debris or flying ashes other properties close on the other side of the street even.

Member Kent: Its my understanding that the easement on the side of the lot are conforming. Its suppose to be 10-feet between buildings so this proposed plan there will be plenty of space between the adjacent properties is that correct?

Assistant City Manager Alvarez: There is 5-feet on one side and 2-feet on the other. The code requires 5-feet.

Member Kent: It says 5 on here.

City Attorney Rubin: I think we need to go back. Your questions right now should be directed to Mrs. Shelton.

Chairman Sisney: Mrs. Shelton are you on this map?

Malene Shelton: I live across the street.

Chairman Sisney: This is the property we are discussing you are not here or here you are over here.

Malene Shelton: Yes.

Chairman Sisney: Ok, Thank you.

Member Luchini: This 2-feet is 2-feet away from what?

Chairman Sisney: That would be next to the 2-feet before the easement so they should be 12-feet.

Member Kent: There is nothing here.

Chairman Sisney: There is suppose to be 10-feet there but the 10-feet is inside of their property line over here or inside there fence line its not their property they fenced it in.

Member Kent: But there is no structure?

Chairman Sisney: No.

Joe Sorg: This is my mother property she is 85 years old. She has lived there for probably 25 years. My problem is sure they say they are going to park under this car port but when they start parking out on the street which they will.

Chairman Sisney: Which lot are you talking about?

Joe Sorg: I haven't seen the map.

Chairman Sisney: I haven't seen the map.

Joe Sorg: This is my moms property.

Chairman Sisney: Ok.

Joe Sorg: She is 85 years old. She has a hard time backing out and sure the speed limit on Riverside is 25 miles an hour but they neve go that speed in fact they go down that street going 40-45 miles an hour. She has to back out, which he will be parking on the street he can say he wont but he will. Then she wont be able to see to back out of her drive way on to Riverside. As soon as there is a car there and she has to back out and she has to every day then that is going to be a problem. Im just looking out for her safety. They are trying to cram this little tiny house into this little sliver of property. Which it should be more of a drainage then even a piece of property. Than someone thinks they are going to build this little tiny house in there and shove it into this little tiny slot is beyond me. I mean he said he paid \$50,000 for this little lot. New Mexico is huge go down Riverside a little further and buy you a big piece of property for \$50,000 instead of this little tiny sliver.

Chairman Sisney: How long has your mom owned the property?

Joe Sorg: Since 1997.

Chairman Sisney: Do you know how this piece got cut off from the rest of the lot?

Joe Sorg: There was an apartment complex across the street they use to own that and then they sold it to somebody for \$6,000. They use to come across the street there was a bench out there and they would sit under the tree. It was for the people at the apartment they would walk across the street and sit on this bench and look at the river. Then all of a sudden this property was sold and sold and this guy ended up with it. Your not going to be able to build a little house on there and be safe. There is no 10-foot variance on either side. It is just a sliver is all it is. I don't know how you are going to plan on cramming a little tiny house into that piece of property is beyond me.

Vicki Sorg: When we bought our piece of property that little piece of property belong to Birdsong Apartments and they had water right they used for the river and that's how they did their watering. It got sold off a couple times I think the last owner was Steve Faulkas he wanted

to put a trailer or something on it I don't know what happened there. My concern is there is no sewer, water and electricity to that property. To put a house on there is going to take a lot of construction the lot is not at all level and it rolls off into the river. Im wondering if her would be responsible to damage to my property with all the heavy construction that is going to go on there.

Chairman Sisney: Im not a lawyer but I think he would be responsible for any damage he did to your property.

City Attorney Rubin: That is not the issue. She is raising an issue but I don't think we need to address it.

Chairman Sisney: Right, thank you.

Vicki Sorg: I was talking to somebody at the assessor office and for years that property has been assessed as a non-buildable lot. I have been told many times that nobody could ever build on that property. At one point I heard the city was going to take it for a wash for the water that backs up into our yards could be diverted into the river that way I don't know if there is any truth to that but that's what I was told.

Nanetta Landry: I live on the other side. We were not given these building plans. We don't know any of this. We are here without any idea

Member Kent: Its just a street view. This is probably taken off google maps.

Nanetta Landry: But she has the building plans. We don't know what it is. We have no idea whats going on as far as that goes

Assistant City Manager Alvarez: It was all in an agenda packet and its published.

Member Kent: Its been published it was all published.

Nanetta Landry: The map was not. We have no idea about any of that. I do say that we need to have the 5-feet on our side of our property from the fence not 2-feet. Also on her side there would not be a 10-feet because her property comes to the fence so 5-feet from that would only put 5-feet to her property. I had to set mine back because of the utility easement. It is also my understanding that there are utilities on the other side. That's what the electric company told me. He also told me that they could never put electricity on that property because her utility pole, my utility pole and that utility pole are too close together and it would create a massive fire hazard. That was something that was told to us when they came out for the electricity which we were told that there was already electricity on the property but there is not. We have to start over and do it all again. I agree that 16-feet is not a good enough set back. We put our houses 25-feet back because that is the requirement. We have a truck and so does he and that truck has to be parked at an angle to fit in our fence. If he has a little car then yes but since he's

come here to visit several times people come to visit him and they are parked all over the place. Our drive way is right there and Vicki's drive way is right there and they have already blocked our drive ways a few times and so that is an issue. He's saying he is going to do the 15-feet in the back that was not told to us either but that is the thing our bank is really fragile last year we had 3 miner flood and part of our bank disappeared and now we have to fix it. Anything upstream from us that causes issues affects our bank also that is an issue. The other thing I would like to say is that if we had to follow all of the zoning rules under distress that we had to so these things everything from gutters, we have been threatened many times by code enforcement which I don't understand why. The purpose of this is to have low density but if you guys approve this that wont be low density that will be awful. If you do this we have already had people say well if they can do that then we can do that and so you are setting up a system where other people will be asking for these variances and you may as well remove the RR1 code because it wont be being followed any where on Riverside road.

Norman Landry: I have been in construction my whole life also and that shouldn't matter at all codes are codes if other people have to follow them, everybody has to follow them. Just can somebody can come in and buy a little gutter, where all the water just flows from the neighborhood down. I just don't understand how this can be done safely. It cant be done logically. I am a 26 year Vietnam veteran. If we have to have back ground. I fought for my country. Im using the benefits I got to buy my property. It cost me a lot more to get set up then that little piece of property sold for. Like my brother back there said if you got the money go buy somewhere else in fact he can buy mine for half a million. This shouldn't happen. Im 77 going on 78 im 100 percent disabled. I don't need this kind of guard it sets me off. He's already parked with his awning across our fence, so I have to pay to raise the fence. He had his generator going and his truck and motor home going all night long. Every time we turned around we would go out there and check on it and it was on. I have to have oxygen and that really doesn't do me a lot of good. When the wind is blowing my way I get it. When the wind is blowing the other way Vicki gets it and we are kind of in the same boat. We cant handle all of this stress. Then to have somebody come in and say like he said to one of the guys working "I'm going to put a house there" I forget but it was nasty remarks things like weather you like it or not im going to put it there. I fought for this county I fought for that piece of land. Ill fight to keep it even if I have to go to court. They cant take my rights away just because they have more money. Im living on benefits I cant move. I don't have a choice. If they put his thing in there our neighborhood is going to turn in to a squalor.

Chairman Sisney: Mr. Landry do you have anymore facts for us?

Norman Landry: we had to go by the code and put 25-foot. I could have used a lot more out there to do things with but they told us no it stops here. We had expended our money on those codes.

Chairman Sisney: Mr. Landry there is 10-feet missing. Do you know where that 10-feet is? There is suppose to be a 10-foot easement for utility, and it appears that it may be inside your fence. Who put the fence up?

Norman Landry: That is the main property line. They told us that everything had to be removal in case they had to get in there so all we had in there was my boat.

Chairman Sisney: So, you're confirming that the easement is inside of your fence line then.

Norman Landry: Yes.

Chairman Sisney closed the public hearing.

Member Kent: I realize that your plans are for a 899 sq. ft home, which is not particularly huge, but have you considered something smaller that would be more confirming to the codes?

Ambrosio Saiz, Applicant: Yes, I have but this is what I can build on the piece of property. Legally, I know I can build it, so I don't think there's going to be any structure fires. I'm building a structural house.

Member Kent: When are you going to build it?

Ambrosio Saiz, Applicant: We have a concrete foundation down, and not only that. I feel that this is going to raise the value of all these people's houses. It's going to be a beautiful home.

Member Kent: Do we know if all of the utilities can be put on that property?

Assistant City Manager Alvarez: He has already filled out a utility request form, but I don't send that out to those departments until the approval is done here. The water/wastewater has preliminary approval. I haven't talked to electric on it yet. They are usually a little bit easier to process the electric. In regards to the square footage of the home, also please note that the requirement is an 800 sq. ft. home, so even if he went smaller, he would be able to go much smaller before he'd be standing back here in front of you anyway.

Chairman Sisney: Is there sewer on Riverside down there? Is everybody connected to sewer?

Assistant City Manager Alvarez: Yes. I don't have the utility request finalized. I will also say that we did send out all certified letters to the adjacent property owners, as well as to Brent Tanzy at the Bureau of Reclamation, and they contacted me as well. Brent was going to review everything because of the riverside, they always look at anything from the river, and submit anything in writing or attend the meeting if there were any concerns.

Member Kent: I'm not familiar with building on the river. Are there any requirements for flood or having to reinforce the banks or anything?

Assistant City Manager Alvarez: If he is in the flood zone, he will have to get flood plain approval when they go through the zoning approval. If the approval to build is there, then they

will have to go through the building zoning approval process, and Travis does require flood plain. Travis Atwell had to sign off on that.

Chairman Sisney: Can we table this without having to go through the whole process again?

City Attorney Rubin: Do you mean the testimony?

Chairman Sisney: I mean, having to put it in the paper and go through all of that stuff.

Assistant City Manager Alvarez: Can I ask why you would want to table this?

Chairman Sisney: Because people are saying a bunch of stuff that I can't confirm. We need to talk to these people to figure out if what they are saying is correct. I think Mr. Saiz knows what's going on, but there are a lot of people that are saying other stuff. I think they ought to get a chance to figure it out.

Ambrosio Saiz, Applicant: My father was a veteran of the Civil War. The 10 ft. easement has their fence on it. Their fence continues into the river which is against the law. Game & Fish told me that these guys have their fence going into the water and deterring people from fishing in that area.

Chairman Sisney: His property line goes down half way across the river, so he can do whatever he wants with it.

Ambrosio Saiz, Applicant: I don't think he can impede our fishing lines.

Chairman Sisney: People can't walk up and down the bank because that is his bank so there is no fishing to worry about.

Assistant City Manager Alvarez: The picture that you have in your packet is an old picture. I can only pull up what is current on the mapping. So, if you don't see a fence there, it doesn't mean that it doesn't exist. It just means that it wasn't there when this image was taken. I can't get any current pictures unless I would go do it myself.

Ambrosio Saiz, Applicant: It was said that I have my generator running all night. I've been an RV owner for many, many years and I know what the rules are. You shut off your generator at 9:00 p.m. and that's what I did. They did send a young man over, I think his name was Moises. He tried to strong arm me and threaten me at one point. He's right, I did have my awning over the fence line about 2 ft. Moises came over and said hey, can you move your awning, and so I pulled it back. I could have sat there and said, hey, this isn't your property, but I didn't do that. I did try to be cordial and nice to these people. I've introduced myself to them and they called the police on me I think 4 times now and then they sent Moises to come and confront me, which I kind of laughed at, but it's okay because that's what they felt that they needed to do. One of the things I'm going to tell you is where I am set there is 5 ft. from the structure to the

fence to the next structure, there's another 5 ft. So that gives me 10 ft. On the west side of my property. I'm 2 ft off the property line to my structure. And there's a 10ft utility easement so that gives me my basis there. The front part of the house shows a 6ft. access from the property line to the structure. That's just going to be a utility room entrance to the house. We are perfectly clear on how the structure is going to sit on the property. I don't even have a police record. I'm a good citizen. I don't know why these people are giving me such a hard time.

City Attorney Rubin: I think the rules are pretty informal here, so if you are okay with that, then I am okay with that.

Assistant City Manager Alvarez: Can I ask you how often are you in town right now?

Ambrosio Saiz, Applicant: Maybe once every two months.

Assistant City Manager Alvarez: I know you talked about this eventually being your retirement home. When do you think you would be looking at a permanent move.

Ambrosio Saiz, Applicant: Probably in about 4 more years when I would do a permanent retirement.

Member Kent: So, you are going to build this and use it part time?

Ambrosio Saiz, Applicant: Yes.

Member Kent: Then you would live in it permanently at some point?

Ambrosio Saiz, Applicant: Not permanently, but I think I'd spend a lot more time there.

Marlene Shelton: She talked about him running his generator in the summer when she had her door open and she had her tv on and the generator was not turned off at 9 p.m.

Member Kent: Well, if he builds a house then he will not have a generator. Let's just look at the finding of facts.

Chairman Sisney: There's a lot of stuff that goes on that has nothing to do with us.

City Attorney Rubin: It is also important to keep in mind, when you are at the point when you start deliberating, you do have the finding of facts check list in your packet and I will encourage you to follow that in making your decision.

Vice Chairman Buhler: I don't agree with any of it. I think it sets a precedence. This is just what we have to look at to go by. Increased danger of fire, detour orderly growth and development of the community. It sets a precedence. Impair of public health.

Chairman Sisney: Mr. Sorg. Do you have a point of order?

Joe Sorg: Yes I do. He's saying that he has 10 ft. on each side, he doesn't.

Chairman Sisney: We know he doesn't. That's why we are here.

Vice Chairman Buhler: Lers take a vote:

Chairman Sisney: Before we get a second on the motion, Ms. Buhler, can you tell me what you see on here that does not meet the 7 findings of facts.

Vice Chairman Buhler: #2 traffic. We already heard that there has been some parking problems on the street.

Chairman Sisney: It doesn't mention any parking.

Vice Chairman Buhler: Well, traffic could be parking.

Chairman Sisney: Traffic seems to be moving to me.

Vice Chairman Buhler: Increased danger of fire. I don't agree with being able to live in your camp trailer on that lot, because that is a recreational vehicle. It doesn't have any smoke detectors in it and it creates a danger when people live in them on their property in town, unless you're in a park.

The members from the audience tried to speak, both Deputy Clerk Martinez and City Attorney Rubin informed them that we are past the point of testimony.

Vice Chairman Buhler: I think it can affect property values. You may build a wonderful place that would have to meet all of the codes including being raised up 4 ft. to fit in the flood zone.

Assistant City Manager Alvarez: I don't review for structural. That goes to the state CID and our flood zone. I only do the zoning approval so I could not tell you what the flood requirement is.

Vice Chairman Buhler: Well, there is a requirement. I'm sure there is. Public Health, I don't know there, but it could affect the general welfare of the city with a lot of these little homes going in everywhere on slivers of property, and it could affect your property values. He may build a great place, but the next person might not. I feel that we would be setting up a bad example by not following the code in this situation.

Vice Chairman Buhler made a motion to not recommend the building of a tiny home on this lot because she believes that it sets a bad presence for other people to do the same thing, and codes should be followed. I do consider the findings of facts checklist as well.

Motion failed due to a lack of a second motion.

Member Kent: I realize that there are a lot of rules. There are setbacks and size requirements and a lot of things going on when you try to build a mini lot, but if this footprint could maybe be adjusted to conform more, and that might work better?

I can't tell you to re-plan your home, but that what I was thinking.

Member Luchini: Yes, there are codes and there are committees to ask a variance for. Sometimes they are granted and sometimes they are not. I appreciate the applicant and I appreciate all of you coming and voicing your opinions. It seems like there is a little bit of contention between the parties and no matter what is decided here, it doesn't end here. I hate to see the contention. I do believe in all of you if that helps. What happens if we don't move on it?

City Attorney Rubin: I suppose you would still send it up to the City Commission with the thought that you listened to all of this and there were some questions that came up on both sides and you are just not in a position to make a recommendation.

Chairman Sisney: Is he allowed to have this RV on his property?

Assistant City Manager Alvarez: The Municipal Code says that you can't live in an RV on your property, but he was not living in an RV. He would come in occasionally on the weekends, and he would bring his RV and camp there not knowing that we had changed our Municipal Code. Prior to that RV code going into effect within the last 2 years. That was allowed to be done with our new municipal code change we didn't address in that code somebody that might have a property here in T or C and just bring their RV in occasionally on the weekend and camp in it. It just wasn't something that come up when we were revising our code it hadn't been addressed and we were looking more at the people that where coming and parking RV full time living on properties when we revised our code. He was not doing that so I want to make sure we make that clear. He was coming in occasionally on the weekends or code doesn't specify that he can't come in and park on his property for 24 or 48 hours. The RV was never left there if he wasn't there the RV went back with him to Albuquerque. We did receive complaints that went through our police department as well as our code enforcement officer unfortunately our code enforcement office was unable to attend, he got an unexpected call out. They responded to these complaints and there were no violations when they came out weather it be a noise complaint, a complaint because the RV was there. It was found to have no violations when we there. It's a not a great answer to your question. My apologies. Because or code does not say that he can't bring his RV to his property and park there for 24 to 48 hours.

Chairman Sisney: If you are to bring your RV onto an RV lot are you allowed to run a generator in an RV lot?

Assistant City Manager Alvarez: I believe so. I guess that would be up to individual RV park and what their rules are as far as our municipal code is we have a noise ordinance it doesn't give a

time frame it just says anything that is unreasonable. Which is why when the complaints would come in, he was found to not be in violation because the noise of the generator was not considered to be an unreasonable noise. That was determined by our code enforcement and it wasn't running all hours of the night.

Ambrosio Saiz, Applicant: My RV has back up batteries that is what I run on. I have owned an RV my entire life so I know what I'm doing when I check my RV out.

Chairman Sisney: I understand that but if you were next to me and your generator was running, I don't care where we are you're going to upset me, I don't like those things.

Ambrosio Saiz, Applicant: This is a motorhome. It's very nice almost new.

Chairman Sisney: It's got a nice muffler on it?

Ambrosio Saiz, Applicant: It's got a very nice muffler on it. The loudest you will hear is a hum.

Chairman Sisney: Mr. Rubin how do we get out of this without doing anything.

City Attorney Rubin: I know Ms. Buhler made a motion and of course it was not seconded. I assume that Ms. Kent, Ms. Luchini and Mr. Sisney you just don't feel comfortable your recommendation either way is that what I should be understanding?

Chairman Sisney: I think there is a lot of people that don't have enough information right now.

City Attorney Rubin: Is that how you feel Ms. Luchini and Ms. Kent?

Member Kent: I feel like I have information. I want to see it come back with a different plan that maybe is more conforming.

Vice Chairman Buhler: I can make the recommendation again.

City Attorney Rubin: I'm thinking yes. I'm thinking the 3 board members just don't feel comfortable really either way I think we can have the minutes reflect and we can conduct the public hearing. Everybody got a chance to testify you just don't feel comfortable you can make a recommendation either way. It will go to the city commission and my recommendation to the city commission may very well be that they may have to take some more testimony.

Vice Chairman Buhler: I think the fire chief needs to be notified first. All these things are set up after the fact and it should be before the fact. I don't want to set a bad precedent for the city. I feel like we would be doing that if we say yes. You bought the lot you knew there would be problems.

Ambrosio Saiz, Applicant: When I bought the lot and I spoke to the realtor this property had been on the market for at least 8 months before I purchased it. These people had plenty of time to come up with the money to buy it themselves if they were going to have a problem with someone building a house on it. Since it is a non-conforming lot, I was told by the city that I could build a structure on it and I just have to apply for the variance.

Vice Chairman Buhler: They shouldn't have told you that you could build on it either.

City Attorney Rubin: An idea is maybe this again if you don't feel comfortable making a recommendation because you thought there was more information you needed and you can actually say in your recommendation when city commission considers this here is some additional information you think they should be requesting that you didn't have available to you tonight. These are ideas. I don't want to force anyone to make a recommendation if you don't feel comfortable with it. It doesn't sound like you are.

Chairman Sisney: I just don't know if giving it time is going to clarify any of these questions. I mean he said, she said. Where did this lot come from. Can someone answer how this lot became what it is.

Assistant City Manager Alvarez: I think that the property owners that were across the street probably gave the best explanation. I can check into to see if the assessor's office has a background on it but from what I know of the lot it's been that size lot for a long time. The records that I can access only go so far back. The assessor is going to have to dig into old hard copies to see if it was attached somewhere else. If you look along Riverside in general there are some really funky non-conforming lots some of them have been set like Mr. Buhler's old property there is a across the street area that specific in there it says nothing can be built on that lot its only for river access across the street. This one doesn't have that information that much I was able to ascertain there is nothing that states that there can't be a structure built on here. We have unfortunately and I don't know who did the lotting and the parceling way back in the day we have a lot of non-conforming lots through all over the city especially in some of our down town areas. That is why our municipal code addresses non-conforming lots in it and that is why it address the process to go through. That is all we are doing at this point. He got the non-conforming lot I think the people next door the Landry's. You guys saw the Landry's here through P and Z public hearing when they vacated a lot line on their property. They had to go through a process also to vacate with in theirs 2023 I believe is when they purchased their property next door. Our municipal code puts guidelines and then it gives the ability to come in front of the planning and zoning commission and the commission if they need to something outside of what the code says and that's what we are doing. I can when I go to commission, I can make sure I have utility information water, sewer, electric and fire chief and make sure that it's presented to the city commission.

Vice Chairman Buhler made a motion to deny recommend to the City Commission for a Variance request at 1095 E Riverside. Applicant is requesting a variance from Sec. 11-14-2. Chairman Sisney seconded the motion. Roll call vote was taken.

Chris Sisney, Chairman voted aye.

Esther Luchini, Member voted nay.

Susan Buhler, Vice Chairman voted aye.

Lisa Kent, Member voted nay

Motion died with a 2-2 vote.

5. REPORTS FROM THE BOARD:

There were no reports from the board.

6. REPORTS FROM STAFF:

There were no reports from the staff.

7. ADJOURNMENT:

Chairman Sisney adjourned the meeting at 5:06 p.m.

PASSED AND APPROVED ON THIS 13th DAY OF JANUARY, 2025.

Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: I.6

SUBJECT: Discussion/Action – Advertisement of Property for sale located at 703 Jicarilla and 1515/1517 Corzine

DEPARTMENT: Community Development

DATE SUBMITTED: December 10, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

City obtained these properties through property abatement/lien process. Surveys and appraisals have been completed. Staff would like to advertise the properties for sale.

Recommendation:

Approve property advertisement

Attachments:

- Appraisal/Survey 703 Jicarilla
- Appraisal/Survey 1515/1517 Corzine

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-18-24

**AN APPRAISAL OF
THE FEE SIMPLE INTEREST
1515 CORZINE ST.
T or C, SIERRA COUNTY NM**

NOVEMBER 30, 2024

**FOR
CITY OF TRUTH OR CONSEQUENCES NEW MEXICO
TRACI ALVAREZ, ASSISTANT CITY MANAGER
505 SIMS ST.
TRUTH OR CONSEQUENCES NEW MEXICO**

**BY
LEE MORRIS
MORRIS APPRAISAL SERVICE INC.
PO BOX 1119
LAS CRUCES, NM 88004**

MORRIS APPRAISAL SERVICES, INC.

SPECIALIZING IN RURAL, FARM AND RANCH PROPERTIES

LEE MORRIS
State Certified – New Mexico
Federal Tax ID #26-3909383

PO Box 1119
LAS CRUCES, NEW MEXICO 88004
(575) / 636-2003

November 30, 2024

City Of Truth or Consequences New Mexico
Traci Alvarez, Assistant City Manager
505 Sims St.
Truth or Consequences New Mexico

PO# 8806

Subject: 1515 Corzine St. , Assessor Owner# 11953

Dear Ms. Alvarez,

In accordance with your request, Lee Morris of Morris Appraisal Services Inc. has prepared an appraisal of the fee simple interest in above property. T or C, Sierra County NM. This appraisal is being prepared to facilitate the client for portfolio management. Date of inspection was November 30, 2024, which is the effective date of this appraisal.

Definition:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.” (The Dictionary of Real Estate Appraisal, 4th Ed., page 113)

Lee Morris’ analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. Data was collected and confirmed from credible confidential sources only. This report does not use data from other states but may use data from other cities and counties.

Therefore, by reason of my research of the current market, and by virtue of my experience, I have formed the opinion that the fee simple interest value of the subject lots as of the effective date of this report was.: **\$29,000.00.**

TWENTY-NINE THOUSAND DOLLARS

I invite your attention to the data, analysis, and conclusions that follow. I appreciate this opportunity to perform this work for you and the City of Truth or Consequences.

Respectfully submitted

A handwritten signature in blue ink, appearing to read 'Lee Morris', with a stylized flourish at the end.

Lee Morris

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Location:	1515 Corzine St, western part of . T or C, Sierra County New Mexico.
Land Area:	.331 acres or 14,418.36 SF
Value Sought:	Market Value
Interest Appraised:	Fee Simple
Use of Appraisal:	To estimate the market value to assist the client in portfolio management.
Highest & Best Use:	As developed,
Zoning:	T1, transitional zone
Flood Zone:	The subject is located in area that has not been mapped by FEMA
Reasonable Exposure Time:	One Year
Intended Users:	City of Truth or Consequences
Recent Ownership History:	To the best of my knowledge the subject property is currently not listed for sale. The subject lot was acquired by judgement as the result of a lawsuit in District Court by the City. This lot was transferred to the city by special master warranty deed dated June 15, 2022. The city paid \$20,114.89 for the subject lot. Prior to that there have been no known transfers on the subject lot. All related paperwork for the lawsuit is retained within the files of the appraiser in his office.
Date of the Report:	November 30, 2024. The subject was personally inspected by the appraiser on this date.
Appraiser:	Lee Morris, MNAA

1515 Corzine

APPRAISAL REPORT

SUBJECT: 1515 Corzine St. a part of Corzine Acreage, T or C, Sierra County New Mexico

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to estimate the market value, as defined, of the subject property, as of the effective date of the appraisal. The property is appraised as if free and clear, and as if without liens and encumbrances.

INTENDED USE OF REPORT:

This appraisal is intended to assist the client in portfolio management on the subject.

INTENDED USERS OF THE REPORT

The intended users of this report City of Truth or Consequences.

EFFECTIVE DATE OF VALUE: November 30, 2024

DATE OF INSPECTION: November 30, 2024

DATE OF REPORT: December 1, 2024

MARKET VALUE ESTIMATE:

29,000.00

REASONABLE EXPOSURE TIME: One year.



LEE MORRIS, MNAA

LIMITING CONDITIONS AND ASSUMPTIONS

By this notice, all persons and firms reviewing, using or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report. They are prefaces to any certification, definition, fact or analysis, and are intended to establish as a matter of record that my function is to provide a present market value indication for the subject property based upon my observations as to the subject property and real estate market. This appraisal report is an economic study to estimate value as defined in it. It is not an engineering, construction, legal or architectural study nor survey and expertise in these areas, among others, is not implied.

The liability of Morris Appraisal Services, Inc. and employees and affiliated independent contractors is limited to the client only and to the fee received (total per appraisal). Further, there is no accountability, obligation, or liability to any third party.

The legal description is assumed to be correct as used in this report as furnished by the client, his representative, or as derived by me.

I assume no responsibility for matters legal in character, nor do I render any opinion as to title, which is assumed to be marketable. Unless otherwise stated, all existing liens and encumbrances have been disregarded. The property is appraised as though free and clear and under responsible ownership and competent management.

Any sketches in this report are included to assist the reader in visualizing the property. I have made no survey of the property and assume no responsibility about such matters.

This appraisal is made on the premise that there are no other encumbrances limiting the use of the appraisal property than those herein reported.

The information contained in this report was gathered from seemingly reliable sources, but is in no sense guaranteed.

Possession of this report or any copy of it does not carry with it the right of publication, nor may

it be used for other than its intended use. The physical reports remain the property of the appraiser for the use of the client, the fee being for the analytical services only. The client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the public by advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser.

I assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable. I assume no responsibility for such conditions or for the engineering required to discover such factors.

The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. I am not an expert in the identification of hazardous substances or detrimental environmental conditions. Routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions, which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey to determine if it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

The contract for appraisal, consultation or analytical service is fulfilled, and the total fee is

payable upon completion of the report. The Appraiser(s) or those helping in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

Improvements proposed, if any, on or off-site, as well as any repairs required, are considered, for purposes of this appraisal, to be completed in a good and workmanlike manner according to information submitted and/or considered. In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed and operating at levels shown and projected.

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. Amount or payment of the fee for services is not contingent on any result, approval amount or other estimates or statements.

I reserve the right to alter statements, analysis, conclusion or any value estimate in the appraisal if there becomes known to me facts pertinent to the appraisal process, which were unknown, when the report was finished. *An additional charge may be owed if this becomes true.*

Acceptance of, and/or use of, this appraisal report by client or any third party constitutes acceptance of the above conditions. My liability extends only to the stated client, not subsequent parties or users of any type, and the total liability of appraiser and firm is limited to the amount of the fee received by appraiser.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described and considered in this report.

It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described and considered in this report.

EXTRAORDINARY ASSUMPTIONS:

USPAP defines this as a condition, directly related to a specific assignment, as of the effective date of the assignment results, which if found to be false, could alter the appraiser's opinions or conclusions.

For this assignment there is one. First that information provided to the appraiser is true and correct.

HYPOTHETICAL CONDITIONS:

USPAP defines this as a condition, directly related to an assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

For this assignment there are none.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS:

Unless otherwise noted, this appraisal was prepared for a party with at least a general knowledge and familiarity of the South-Central New Mexico area. Data used in this report was collected and confirmed from local sources only. This report does not use data from other cities, counties or states and no comparisons were made of the subject property or its environs with other market areas. The appraiser has inspected the subject property. The appraiser has inspected the comparable sale properties.

To develop the opinion of value, the appraiser performed a complete appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice.

This Appraisal Report is a brief recapitulation of the appraiser's data, analyzes, and conclusions. Supporting documentation is retained in the appraiser's file.

SCOPE OF WORK:

This appraisal is being prepared to determine the market value, as defined, of the subject property in the "AS IS" condition. To complete the agreed upon work the following steps were undertaken:

1. Inspection of the subject property.
2. Gathering of data from verifiable sources, both primary and secondary.
3. Investigation of the general economic and demographic conditions to the area and region.
4. Collection and verification of sales from reliable sources.
5. Supply enough information within the report to create a credible report.
6. Include all assumptions, exclusions, and limiting conditions that could have an impact on the final determination of value.
7. Include a signed certification within the report.
8. Due diligence, sufficient data, and analysis are included to meet the needs of the client.

STANDARD APPRAISAL TECHNIQUES BRIEFLY EXPLAINED

There are three distinctly separate approaches in appraising real property that when applied to market data indicate a property's value in its own market. These approaches, or techniques, are commonly distinguished from each other by the nature of the data used; cost, sales, or income. It should be emphasized there that all three approaches to value are based upon the market behavior of buyers and sellers, and therefore, if ample market data is available for all approaches, then each approach should provide a similar estimate of value for the subject. This is the ideal situation, however, and is not often encountered by the appraiser. Therefore, the final value estimate is based upon that approach for which the quantity and quality of market data are most readily available and reliable. A brief explanation of these techniques and their application to this appraisal follows.

Cost Approach to Value:

In the cost approach to value the appraiser estimates the amount of money required to produce an improved property of the same utility as the property being appraised. As an alternative to purchasing the subject property, an informed purchaser is assumed to consider purchasing a vacant tract of land and constructing improvements of the same utility. The basic economic principle of this approach states that no one is justified in paying more for a property than that amount by which he can obtain, by purchase of the site and construction of the improvements, without undue delay, a property of equal desirability and utility. In the application of the cost approach, the current cost of reproducing the improvements is estimated and then accrued depreciation from all sources is deducted. To the depreciated value of the improvements is then added the value of the land to arrive at the indicated value of the property from the cost approach.

Sales Comparison Approach to Value:

The sales comparison approach to value is a process of comparing sales data, that is, the price paid for similar properties, prices asked by owners, and offers made by prospective purchasers willing to buy. The sales data approach is based upon the principle of substitution, which holds that a prudent person will not pay more for a property than it would cost to buy an equally desirable substitute property. The application of the sales comparison approach requires the comparing and rating of the property being appraised with similar properties for which sales data is available. By making adjustments for any physical, functional and location differences, indications are developed of what these comparable properties would have sold for had they possessed the same characteristics as the subject.

Capitalized Net Income Approach to Value:

Real estate represents the present worth of future benefits, which an owner can reasonably anticipate. The income approach to value is a discounting process through which future income expectations are translated to present worth. The income approach is predicated on the assumption that there is a definite relationship between the amount of net income the property can produce and its value. The application of the income approach calls for estimating the economic rent that the property can produce. After estimating the gross income, the provision for vacancy and collection loss is deducted as well as the estimated expenses, which will be incurred in producing this gross income. The expenses estimate must consider the necessary operating expenditures, taxes, insurance, and reserves for replacement of short-lived items. The net income thus derived is then capitalized into an indication of value using a capitalization rate, which is typical for the property being appraised in the current market environment.

Approaches Applicable to this Appraisal:

For this appraisal, only the sales comparison approach to value will be developed. There are no buildings on the subject lot, so the cost approach does not apply. There is no income stream to the lot to develop an income capitalization approach.

IDENTIFICATION OF THE APPRAISED PROPERTY :

Type of Property: Vacant residential lot.

Location: 1515 Corzine St. T or C New Mexico.

Legal Description: See attached survey.

Sierra County Assessor Parcel No.

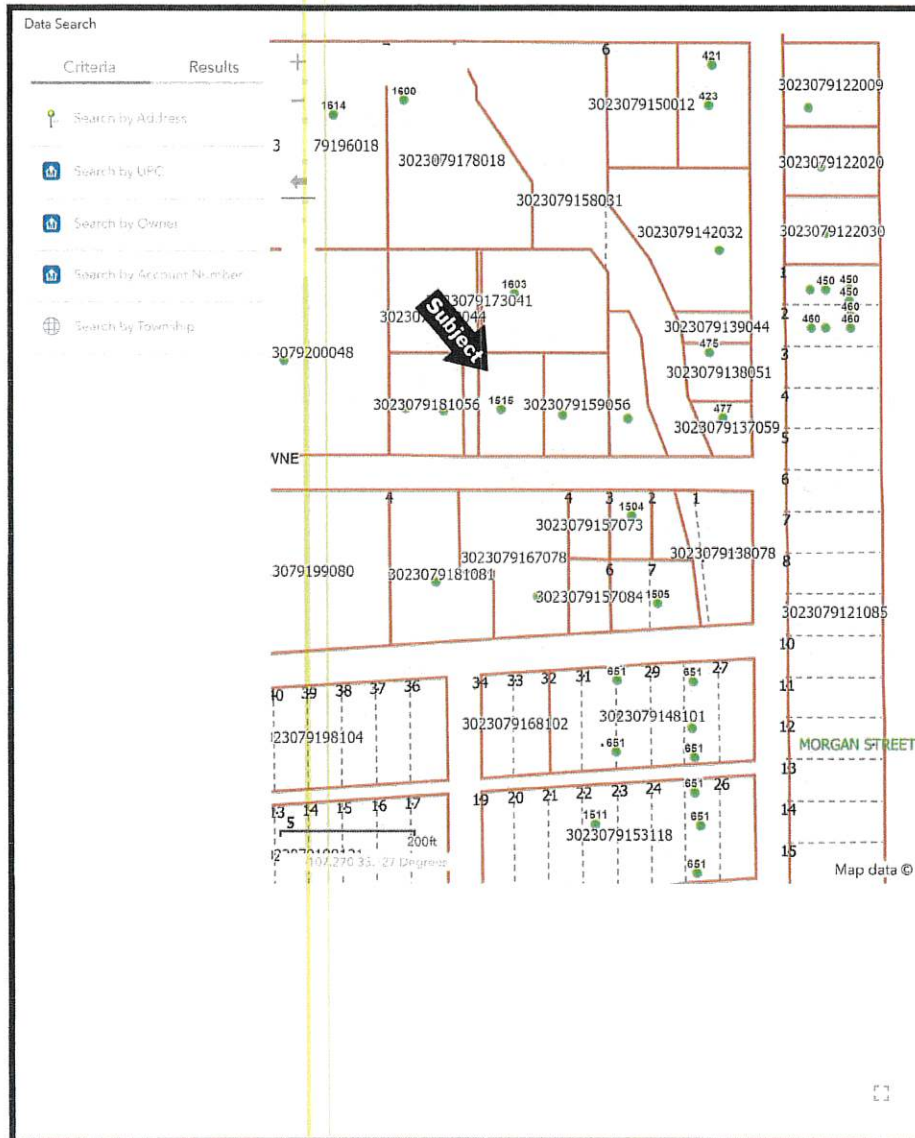
Owner of Record: City of Truth or Consequences

Owner ID#: 11953.

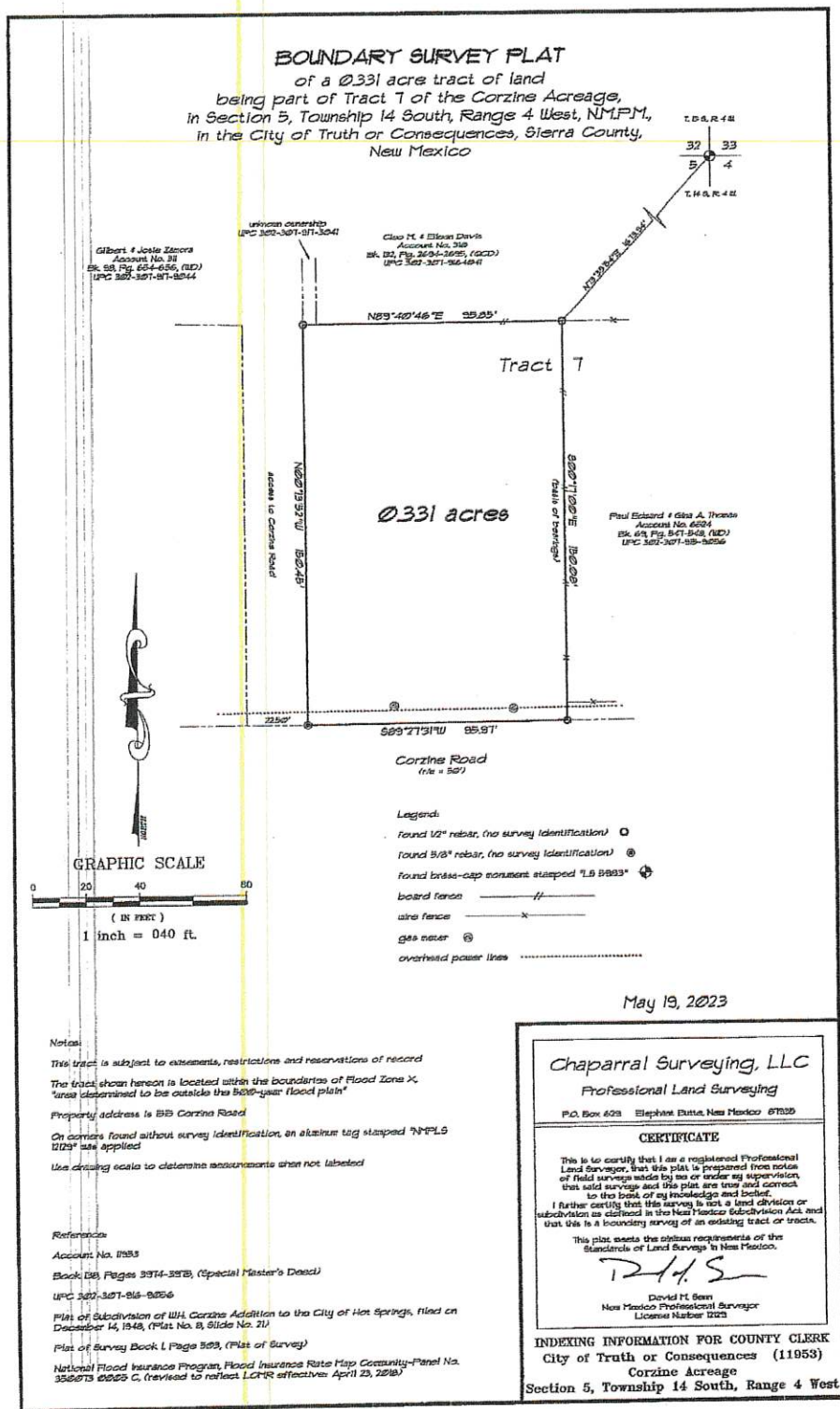
Assessed Value:

Lot: \$11,796.00

According to the County Assessor taxes are current.



Assessor Plat Map



Survey

1515 Corzine

15

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 740-0334

May 22, 2023

LEGAL DESCRIPTION

(0.331 ACRES)

A tract of land situate in Section 5, Township 14 South, Range 4 West, N.M.P.M., bounded on the south by Corzine Road, being part of Tract 7 of the Corzine Acreage, in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NE corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129", whence the NE corner of Section 5, Township 14 South, Range 4 West, a brass-cap monument stamped "LS 5983", bears N73°35'54"E, a distance of 1673.94 feet;

Thence, S00°17'00"E, a distance of 150.08 feet to the SE corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129", a point on Corzine Road;

Thence, continuing along Corzine Road, S89°27'31"W, a distance of 95.97 feet to the SW corner of this tract, a 5/8" rebar w/aluminum tag stamped "NMPLS 12129";

Thence, N00°13'52"W, a distance of 150.45 feet to the NW corner of this tract, a 1/4" rebar w/aluminum tag stamped "NMPLS 12129";

Thence, N89°40'46"E, a distance of 95.85 feet to the point of beginning of the tract hereon described, containing 0.331 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Boundary Survey Plat dated May 19, 2023).

Legal description

1515 Corzine

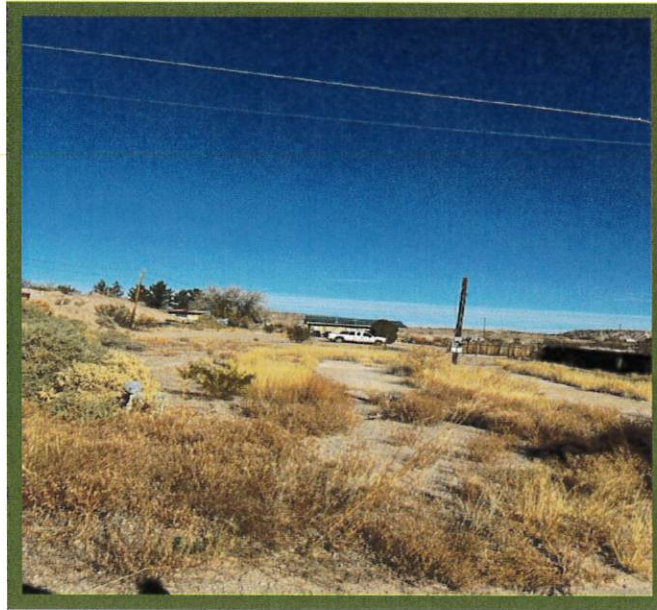
16



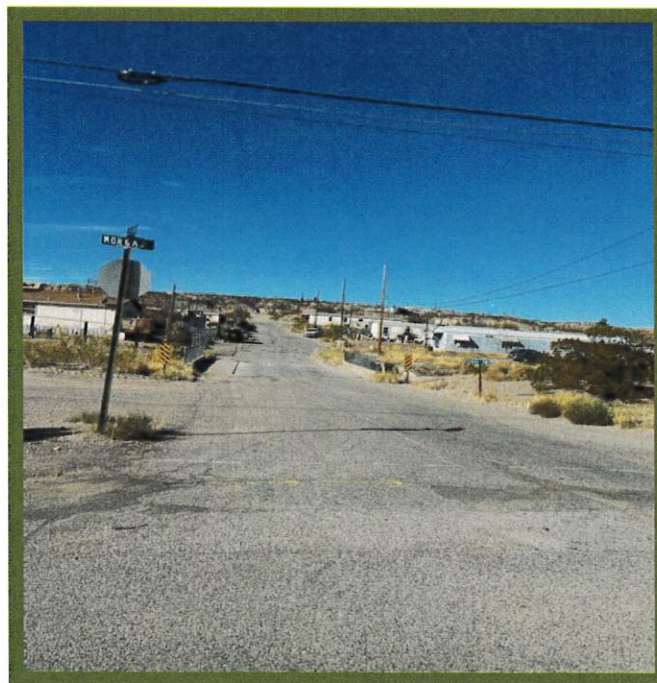
Regional Map



Subject Map



Subject Lot



Corzine St.



OnX Map of the subject

LOCATION DESCRIPTION :

Geographic Influences:

This subject property is located in T or C, Sierra County, New Mexico and approximately 75 miles northwest of Las Cruces, New Mexico. This is a ranching area within the state of New Mexico; most of the employment activities are related to agriculture. Truth or Consequences is the county seat.. Sierra County contains approximately 4,236 square miles, which includes approximately 56 square miles of water. Farmland is limited to the southern part of the county in the Rio Grande Valley below Caballo Lake State Park. The county is bounded on the West by the Black Range part of The Gila National Forest and on the East by the San Andres Mountains, with peaks above 7,500 feet. The elevation of the city is 4,100 feet. The Rio Grande River bisects the county, providing water for agriculture and recreation.

The area has an arid continental climate characterized by moderately warm summers, mild winters and average rainfall. Average precipitation is approximately fourteen inches per year, with average snowfall being 3 inches per year. Summer temperatures generally range 30 degrees bringing appreciable cooling at night. Daytime winter temperatures generally range between 25 and 40 degrees in the coldest months and night temperatures very rarely fall below zero in the lower elevations of the county, the higher elevations will be much cooler. Humidity is low. Winds are usually light from the West except during late winter and spring. Sierra County has an average growing season of 201 days, from April 10 to early October. The area normally experiences from 75 to 80 percent of the sunshine possible each day.

Farmland is limited to the areas of land along Rio Grande River.

Population:

The population of T or C and Sierra County has remained fairly stable over the past few years or so. According to the US Census Bureau the population of the county in 2020 was 11,576 and within T or C the population was 6,052.

Housing:

Census data reports the total housing units in Sierra County for 2010 as 8,602. Owner occupied housing represents 73.9% while renters occupy 36.1%. Average household size is 2.75.

Summary and Conclusion:

The prospect for overall economic growth in the area is good due to the stability of the federal and state facilities, the established agribusiness, the recreation provided to the state by the two large lakes and numerous state parks in the area, the proposed opening of a new spaceport facility in the southeastern part of the county.

MARKET AREA ANALYSIS :

Types of Improved Properties:

Commercial:	15%
Industrial:	0%
Residential:	45%
State Parks	20%
Vacant agricultural land:	20%

Recent Market Activity: Within the past few years' development activity has slowed. The demand for new residential subdivisions has declined with no new subdivisions being considered in this part of the county at this time.

Utilities: Public utilities in the neighborhood include electric and telephone. Many of the homes in the area have utilized septic systems for wastewater treatment. Many also have private wells for drinking water.

PROPERTY DESCRIPTION

Location: 1515 Cozine St., western Truth or Consequences NM

Access: Is provided by Morgan Rd. to Corzine St.

Size and Shape: Rectangular, .331 acre or 14,418.36 SF.

Topography: Mostly level residential lot.

Drainage: Appears adequate.

Site Improvements: The subject lots have been developed into a building lot.

Encroachments or Easements: Those noted on the survey.

Special Amenities: Nice View.

Adverse Influences: None noted.

Flood Zone: The subject is not mapped by FEMA.

Environmental Concerns: There was no apparent evidence that the property is affected by the existence of hazardous substances or detrimental environmental conditions.

Utilities: City utilities are available.

Zoning: T1, transitional zone by the city of Truth or Consequences.

Legal Limitations to Use: The site is zoned as transitional. The use as vacant is allowed.

HIGHEST AND BEST USE

The highest and best use of the land is defined as “The reasonably probable and legal use of vacant land or an improved property that is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value. (*The Appraisal of Real Estate, Thirteenth Edition, 2008*). To develop an opinion of the highest and best use there are four steps to be analyzed, which are;

1. Possible use of the site – what uses are physically possible, given the size, shape, and topography of the site.
2. Permissible uses of the site – among the physically possible uses, what are the legally allowed uses given the zoning, easements, and/or deed restrictions.
3. Financially feasible uses of the site – among the uses that are physically possible and legally permissible, what uses would provide a reasonable residual net return to the land
4. Most productive uses of the site – among the financially feasible uses which use would provide the greatest return to the land.

Possible Uses:

The subject site is a residential site. The site is level with utilities. Access is provided off city streets. The uses to the site are many.

Permissible Uses:

The site is zoned as T1, by the City of Truth or Consequences. This zone is for transitional uses as the city grows. The zone includes site-built homes, manufactured homes and multi family.

Feasible/Productive:

The use as developed meets all the criteria for the highest and best use analysis as described.

Conclusion:

Based on an analysis of features, factors, and conditions creating, maintaining, or destroying market value in the immediate area, the highest and best use of the subject property at the effective date of this appraisal is concluded to be:

Residential building lot

Value is attributable to the uses to which a property can legally be put in the most reasonable and dependably foreseeable future, which will most likely produce the greatest net return over a given period of time. Use makes value and use must be currently in demand by financially able buyers to have value.

THE SALES COMPARISON APPROACH

SUMMARY OF ANALYSIS AND VALUATION

SITE VALUE:

The value of the site is estimated by direct comparison of the subject property with sales or offers of properties with similar characteristics. Analysis of these property sales and comparison of their value influencing qualities to those of the subject produces the indications of value for the subject land as shown in the following table.

Sale#	1	2	4
Address	Radium St.	1270 Simpson St	2265 Veater St.
MLS/Data Base #	20216624	20240472	20230193
Sale Price	\$11,000	\$18,500	\$28,500
Size	10,454.40	10,018.80	10,500
Price/SF	\$1.05	\$1.85	\$2.71
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple
Financing Terms	Market	Market	Market
Terms Adj.	1.00	1.00	1.00
Adjusted Price	\$1.05	\$1.85	\$2.71
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length
Conditions Adj.	1.00	1.00	1.00
Adjusted Price	\$1.05	\$1.85	\$2.71
Date of Sale	Jun-22	Mar-24	Nov-23
Date Adj.	1.00	1.00	1.00
Adjusted Price	\$1.05	\$1.85	\$2.71
Adjustments:			
Legal Use	0.00	0.00	0.00
Physical	0.00	0.00	0.00
Location	0.15	0.00	0.00
Size	0.00	0.00	0.10
Utilities	0.00	0.00	0.00
Access	0.00	0.00	0.00
Subject Rating	1.15	1.00	1.10
Adj. Value/Acre	\$1.21	\$1.85	\$2.98

Indicated value per SF =\$2.00

\$2.00 SF X 14,418.36 SF = \$28,836.72

Rounded to \$29,000.00



Lot Sales Map

Discussion of Sales: The sales analyzed in this appraisal are similar in many respects to the subject and different in some characteristics. The various adjustment categories are as follows:

1. Terms of Financing.
2. Conditions of Sale.
3. Date of Sale (Market Conditions).
4. Legal Use (Zoning, Covenants).
5. Physical Characteristics.
6. Location.
7. Relative size of site.
8. Availability of supporting utilities.
9. Quality of access and exposure.

The adjustment criteria and the comparability of the subject and the comparables are discussed below.

Terms of Financing - The subject property is being appraised on a cash equivalent basis. Therefore; if any of the sales were made under either favorable or unfavorable terms, an adjustment may be called for. An example of favorable buyer terms would be below market interest rates, a very small or no down payment or excessive discount points paid by the seller on behalf of the buyer. A downward price adjustment is usually indicated for favorable terms of sales. All sales analyzed were sold for cash or its market equivalent and therefore no adjustment

was considered justified for terms of sale.

Conditions of Sale - This adjustment is made whenever there is evidence that the sale was not "arm's length". That is to say either the buyer or seller was under other than typical motivation to buy or sell. No such conditions were indicated during confirmation of these sales. Therefore; no adjustments were made.

Date of Sale - This adjustment is made to account for increases or decreases in property value over time due to differences in market conditions, supply and demand, etc. Paired sales analysis for this type of property in the Sierras County area indicates a stable level of prices over the past five or so years. There can be dramatic changes in property prices in specific neighborhoods due to impact of new development such as the construction of a large mall, new interstate access, road improvements, etc. The sales analyzed were all located in stable neighborhoods undergoing normal growth.

Legal Use - The difference in permitted uses and density of use for the subject and the sales is important in considering comparability. Generally, properties with the same zoning are considered equal unless there is a protective covenant or other encumbrance restricting use. Properties with different zoning but the same general highest and best use are also considered similar. When differences in zoning or other limitations to use affect the reasons for purchasing a property or its density of use, then an adjustment is made. All sales were considered to be comparable to the subject in terms of legal use.

Physical Characteristics - The physical characteristics of the site including shape, topography, drainage, frontage, and soil conditions are important in considering the comparability of properties.

Location - Nothing affecting real estate value is more significant than the location of the property. Whenever possible sales are used that have similar location and neighborhood characteristics. The appraiser attempts to conclude whether the market recognizes that a property is superior, similar or inferior to another in terms of location characteristics.

Size - The relative size of a sale tract as compared to the subject may have an effect on the value. Typically, all other things being similar, a larger tract will sell for less per unit of sale, i.e. square foot or acre, than a smaller tract. Particularly if a tract is likely to be divided one or more times prior to its final use it will sell for less than a similar tract at a size typical of final highest and best use.

Utilities - The availability of supporting utilities is very important in analyzing the comparability of sales to the subject. Most land tracts require basic support utilities such as electricity, water, sewage treatment, and telephone prior to being utilized for any type of high-density use including residential. Adjustment must be made to account for the lack of a necessary utility and/or the cost of extending or providing it.

Access - The ease of access and amount of exposure can be very important criteria affecting the value of real property. Particularly for commercial real estate, ease of access and good traffic exposure are often the most important characteristics.

Discussion of comparable sales- The sales used are the most recent most similar sales to the subject the appraiser could find. All adjustment are based on market and using the sales within the grid as matched similar. MLS data sheets are included within the addendum and may not be reproduced without written consent of the appraiser.

RECONCILIATION AND FINAL VALUE CONCLUSION

All approaches to value are based upon market data. However, each approach deals with market data differently due to the assumptions or point of view upon which each analysis is based. Each of the property value indications was for the most part, developed independently, and the purpose of the reconciliation analysis is to reevaluate the strength of each approach compared with the others. The value indications developed and the relative weight given each approach are as follows:

Value by Sales Comparison Approach	\$29,000
Value by Cost Approach	Not Developed
Value by Income Approach	Not Developed
Indicated Value	\$29,000.00
Rounded to	\$29,000.00

That approach in which the appraiser has the most confidence is accordingly given the greatest consideration in the final value estimate. This implies a sufficient quantity of data, which reflects the attitudes of purchasers of this type of property, and maximum data reliability and comparability. The basic assumption underlying all approaches to market value is the principle of substitution, which essentially suggests that a prudent purchaser will not pay more for any particular property than the cost of acquiring a substitute in the open market, and that the purchaser is aware of and does consider alternate properties in the process of his ultimate selection.

FINAL VALUE CONCLUSION

Therefore it is my conclusion, based upon an inspection of the property and data gathered in the investigation as related in this report that the market value of the subject property as of the date of inspection of the subject property is as follows

1515 Corzine St.

\$29,000.00

MORRIS APPRAISAL SERVICES, INC.

SPECIALIZING IN RURAL, FARM AND RANCH PROPERTIES

LEE MORRIS

PO Box 1119

LAS CRUCES, NEW MEXICO 88004
(575) / 636-2003

CERTIFICATION:

I certify that, to the best of my knowledge and belief:

- * The statements of fact contained in this report are true and correct.
- * The reported analyzes, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyzes, opinions, and conclusions.
- * I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- * I have not provided services regarding the subject property in the three years immediately preceding acceptance of this assignment, as an appraiser or in any other capacity
- * I have no bias with respect to the property that is the subject of this report or the parties involved with the assignment.
- * My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- * My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- * My analyzes, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice
- * I made a personal inspection of the property that is the subject of this report.
- * No one provided significant professional assistance to the person signing this report.

Respectfully submitted,



Lee Morris, MNAA

Date: December 1, 2024

HARVEY LEE MORRIS

PO Box 1119
Las Cruces, NM 88004
575-640-7060 - Cell

CAREER EXPERIENCE

01/02 - Present, Morris Appraisal Services, Inc. 575-636-2003

Self-employed real estate appraiser and construction inspector. I provide all types of agricultural appraisals, farms, ranches, rural residential, agriculture related businesses, simple to complex residential, simple to complex multi-family, simple to complex commercial, and new and proposed sub-division work. I have performed appraisal assignments on gravel and rock quarries and working precious mineral mining claims, diminution of value due to forest fires, road easements, partial and whole takings, for litigation and other purposes. I have completed large commercial projects, and for various governmental agencies such as universities, counties, cities, and state land offices, where sensitivity to the public concerns were paramount. I have been an expert witness for small to very large claims and have been an integral part of the settlement process, working as an independent valuation consultant. I also provide review appraisals for litigation purposes, banks, and others as requested. As an independent appraiser I am able to provide appraisal and study services for a wide variety of assignments. I also provide construction inspection and consulting services to a variety of customers to include residential, commercial, industrial, underground and civil. I previously served on the New Mexico Board of Real Estate Appraisers and was chairman of the board. Currently certified as MNAA by the National Association of Appraisers. **New Mexico Certified General Appraiser #02932-G.**

1989-01/2002- all of these years were in the construction industry

I spent the previous years working the construction industry. I held many positions from general contractor/owner, to owner's representative, to project manager, to superintendent, to equipment operator, carpenter, and laborer. I have been involved with many projects ranging in scope from

underground utilities to large institutional buildings. I have built or overseen the construction of civil projects from underground to surface, residential project to include houses to apartments, commercial buildings such as retail and restaurants, to institutional buildings such as 572 bed detention facility, preservation of an historic school which was remodeled into a district court building. At the completion of both of the detention and courtroom facilities I remained with the county and was responsible for the operation and training for both of these facilities.

PROFESSIONAL SEMINARS ATTENDED

Desktop Valuations, Sponsored by Columbia Institute, Las Cruces NM, March 2020

Performing USPAP Compliant Reviews, Sponsored by Columbia Institute, Las Cruces NM, March 2020

2020-21 USPAP Update, Sponsored by Columbia Institute, Las Cruces NM, March 2020

Appraisal of Small Residential Properties, Sponsored by Columbia Institute, Las Cruces NM March 2020.

Redflags in the appraisal process, Sponsored by Columbia Institute, Las Cruces NM, March 2018

ANSI measurement Standards, Sponsored by Columbia Institute, Las Cruces NM, March 2018

USPAP update 2018, Sponsored by Columbia Institute, Las Cruces NM, March 2018

USPAP update 2016, Sponsored by Columbia Institute, Las Cruces NM, February 2016

Integrated Approach's to Value, Denver CO, June 2014, Sponsored by ASFMRA

Eminent Domain April 2014, Denver CO, Sponsored by ASFRMA.

USPAP update 2014, Sponsored by Columbia Institute, Albuquerque NM, February 2014

General Appraiser Report Writing and Case Studies, sponsored by the Appraisal Institute, Dallas TX, October 2013

15 hour USPAP, Sponsored by Columbia Institute, Albuquerque NM 6/2013

Highest and Best Use, sponsored by ASFMRA, Denver CO. 8/2012

USPAP update 2012, 2/2012, sponsored by ASFMRA.

The requirements of Yellow Book, August 2011, Sponsored by the American Society of Farm Managers and Rural appraisers, Denver CO.

Analyzing Distressed Real Estate; April 2010 Sponsored By The Appraisal Institute, Online

USPAP Update 2010; Sponsored by the American Society of Farm Managers & Rural Appraisers, Ruidoso NM.

Attacking and Defending an Appraisal in Litigation: sponsored by the Appraisal Institute. El Paso TX.

USPAP Update 2008; Sponsored by the American Society of Farm Managers & Rural Appraisers, Ruidoso NM.

Advanced Approaches to Value for Rural Appraisal; 2007. Sponsored by American Society of Farm Managers & Rural Appraisers, Kansas City, KS.

Intermediate Approaches to Value for Rural Appraisal; 2007. Sponsored by American Society of Farm Managers & Rural Appraisers, Denver, CO.

Basic Income Capitalization; 2007. Sponsored by Appraisal Institute, Dallas, TX.

USPAP Update; 2006. Sponsored by Appraisal Institute, Albuquerque, NM.

FHA and the New Residential Appraisal Forms; 2006. Sponsored by Appraisal Institute, Albuquerque, NM.

Appraisal Consulting; 2006. Sponsored by Appraisal Institute, Albuquerque, NM.

Appraising from Blueprints and Specs; 2005. Sponsored by Appraisal Institute, Las Cruces, NM.

2004 Rules and Regulations and Statues Update for Appraisers; 2005. New Mexico Licensing and Regulation Department, Las Cruces, NM.

NM Real Estate Disclosure Law; 2004. Sponsored by Appraisal Institute, Albuquerque, NM.

Mobile Home Manufacture Review; 2004. National Association of Fee Appraisers, Albuquerque, NM.

USPAP Update; 2004. National Association of Fee Appraisers, Albuquerque, NM
Mobile/Manufactured Home Review; 2004. Sponsored by National Association of

Independent Fee Appraisers, Albuquerque, NM.

Online Appraising From Blueprints and Specifications; 2003. Sponsored by Appraisal Institute.

Rural Appraisal, 2002. New Mexico State University, Las Cruces, NM.

USPAP; 2001. Sponsored by National Association of Fee Appraisers, El Paso, TX.

5.0 Professional Standards of Practice; 2001. Sponsored by National Association of Independent Fee Appraisers, El Paso, TX.

Real Estate Law; 2000. New Mexico State University, Las Cruces, NM.

Principles of Finance, 2000. New Mexico State University, Las Cruces, NM.

Principles of Real Estate, Real Estate Law, Real Estate Valuation, Rural Appraisal; 2000. New Mexico State University, Las Cruces, NM.

Real Estate Valuation, 2000. New Mexico State University, Las Cruces, NM.

EDUCATION

New Mexico State University; Las Cruces, NM, 3.54 GPA. Crimson Scholar, Bachelor's Degree, May 2013. Copy of transcript available on request.

New Mexico State University; Las Cruces, NM, 1993 - 1994, 3.66 GPA. Real Estate, Business Finance, and Economics.

New Mexico State University, Las Cruces, NM, 1976 - 1978. Accounting and Small Business Administration.

ORGANIZATIONS

Member; New Mexico Real Estate Appraiser Board. 2009-2011

MNAA, Charter Member of The National Association of Appraisers

REFERENCES

1st New Mexico Bank
Chuck Widger
3000 E. Lohman
Las Cruces, NM 88011
575-556-3000

Farm Credit of New Mexico
Richard Armijo ARA, Vice President
PO Box 15039
Las Cruces, NM 88004
575-528-7104

1515 Corzine
40

Dan Delaney Real Estate
Dan Delaney
318 W. Amador Avenue
Las Cruces, NM 88005
575-647-5041

CRUA
Brent Westmoreland, Executive Director
Las Cruces NM 88007
575-649-9349

Partial Client List

New Mexico State University
Liberty Mutual Insurance
First NM Bank
Doña Ana County
City of Las Cruces
Turner Branch Law Firm
Farm Credit of Missouri
Cadigan Law Firm

New Mexico State Land Office
Cochiti Pueblo
Wells Fargo
Otero County
Joseph Holmes, Attorney
Farm Credit of NM
Boy Scouts of America

Expert witness in:

Bernalillo County District Court
Doña Ana County District Court
Federal Bankruptcy Court

Partial Court Case List.

D-1329-CV-2018-02242

D-1329-CV-2012-01665

D-1329-CV-2013-01224, 01223



NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

State of New Mexico



Real Estate Appraisers

HEREBY CERTIFIES THAT

Harvey Lee Morris

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

General Certified Appraiser

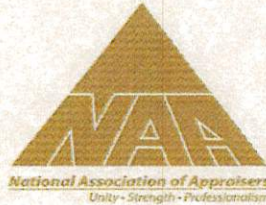
License No. 02932-G

Issued 01/28/2008

Expires 04/30/2026

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

National Association of Appraisers



This is to Certify that

Harvey L. Morris

Has formally qualified for membership in the National Association of Appraisers
and has been accepted as such and designated by the Board of Directors as a

Member
National Association of Appraisers
MAAA

and is entitled to all rights and privileges appertaining thereto.

Teresa P. Walker, Administrator



Laurie E. Egan, MAAA, President
Reissued: April 28, 2015

Member No. 24

A D D E N D U M

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 81152**Date:** 11/26/2024**Requisition #:** 93519**Vendor #:** 8806

ISSUED TO: MORRIS APPRAISAL SERVICE INC
Attn: LEE MORRIS
PO BOX 1119
LAS CRUCES, NM 88004-

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1		703 JICARILLA WAY APPRAISAL	101-1010-48598		2,000.00	2,163.75
2	1		1515/1517 PROPERTY APPRAISAL	101-1010-48598		2,000.00	2,163.75

SUBTOTAL:	4,000.00
TOTAL TAX:	327.50
SHIPPING:	0.00
TOTAL	4,327.50

Chief Purchasing Office

Date:

11/26/24

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007

[Click to Print](#)

Owner Information

Owner #:11953 **District:**6 IN
Name: CITY OF T OR C
Co Name:
Address1:
Address2: 505 SIMS ST
City: T OR C **State:** NM **Zip Code:** 87901

Estimated Taxes for Owner

Estimated Tax Estimated Year used
\$0.00 2024

[Calculate Estimated Tax](#)

Recap Value Information

Central Full Value	0	Full Value	13764
Land Full Value	11796	Taxable Value	4588
Improvements Full value	1968	Exempt Value	4588
Personal Property Full Value	0	Net Value	0
Manufactured Home Full Value	0		
Livestock Full Value	0		

Property Information

Property Code:3023079169056

Book: 138
Page:3974
Reception#:202201682

Physical Address:
1515 CORZINE ST

Bldg:
Apt:

Subdivision CORZINE TRACTS
Subdivision Details: TRACT
W95.38' OF E189.60' OF S150'
TRACT 7

Appraisal Information

Basement Sq. Ft. 0 First Floor Sq. Ft. 1 Second Floor Sq. Ft. 0 Year built 0

Property Value Information

101 Residential Land	0.00 11796
101 Residential Land	0.00 11796
007 Residential Other Exemptions	0.00 4588

Assessor Report

MLS # 20216624

Address: 000 Radium Street

Page 1 of 3

PRIMARY INFORMATION



Address	000 Radium Street	MLS #	20216624
Asking Price	\$15,500	Sale/Rent	For Sale
Total # of Acres	0.2400	Class	LAND
Status	SOLD NMMLS MEMBER	Type	Lot
Legal Description	SECTION 5, TOWNSHIP 14S, RANGE 5W 75' X 140' IN SW4NW4	City	Truth Or Consequences
		State	NM
		County	Sierra County
		Zip	87901
		Days On Market	171



BROKER / BROKERAGE INFORMATION

Broker	ANDREA FREEMAN - CELL: 575-740-7196
Listing Broker Email	freemanandrea67@gmail.com
Broker 1 License #	18137
Listing Office 1	DESERT LAKES REALTY - OFFC: 575-744-4960
Listing Broker 2	
Listing Broker 2 License #	
Listing Office 2	
QB Name	FRANK WAGNER
QB License #	19921
Address 2	
Structure	No
Special Finance	
Municipal Water	N
Type of Listing	
Days On MLS	171

List Team	
Transaction Coordinator	No
Transaction Coordinator Name	
Office Broker	FRANK WAGNER
Office Broker License #	19921
Covenants	
Apx Sq Ft	
Estate Owned	
Assumable Y/N	
Sold Price per Acre	

PROPERTY INFORMATION

Comp Only	No	Parcel ID or Uniform Parcel Code	3023079509195
Comp Type		Zoned	R3
Non-Branded Virtual Showing	No	Extra Territorial Zoning	No
Showing Instructions	VACANT LOT	Home Owner Assoc	No
Directions	N. BROADWAY TO RADIUM (STREET PASS SHERIFF'S COMPLEX) NORTH ON RADIUM TO CB SIGN - RIGHT SIDE.	Public Improvement Dist	No
Owner (Recorded Name)	CHARLES HENDERSON, JR.	Subdivision	SEC.5,TWSP14S,R4W -SW4NW4
Sellers NMREC Licensee	No	Original Price	\$15,500
Lot Land Size	0.24	Lease Hold	No
Sq Ft Source			
Lot Size Irregular	No		
Water Rights Y/N	No		
Water Acreage Feet	NO		
Acres-Range			
Acres-Pasture			
Acres-Dry Farm			
Acres-Cultivated			
Acres-Irrigated			
Acres-Orchard			
Acres-Private	.24		
Acres-BLM			
Acres-Forest			
Acres-Deadwood			
Acres-State			
Acres-Other			

SECONDARY PROPERTY INFORMATION

MLS #: 20216624

11/30/2024 12:09 PM

Page 1 of 3

Gas N

Audio/video surveillance? No

1515 Corzine

48

Sanic
Municipal Assessor N
20216624
Electricity N
Well N
Total Baths

Address: 000 Radium Street

Geocode Quality
Search By Map
Associated Document Count 0
Additional Utilities Info NO UTILITIES

Page 2 of 3

DATA DISSEMINATION

Internet Y/N	Yes	VOW Include	Yes
VOW Address	Yes	VOW Comment	No
VOW AVM	Yes	IDX Include	Y
Homesnap Facebook Market	Yes	Automated Valuation	Yes
Blogging	Yes	Realtor.com	Yes
List Hub	Yes	CoStar/Homes.com	Yes
Move	Yes	CoStar/Homesnap.com	Yes
Smarter Agent	Yes	Terradatum	Yes

FEATURES

ADJACENT/ADJOIN	EQUIPMENT	OTHER UTILITIES	TERMS OF SALE
None	None	None	Cash
ASSESSMENTS	FEES	POSSESSION	Conventional
Unknown	None	Upon Funding	TERRAIN
CROPS/LIVESTOCK	IMPROVEMENTS	SEWER	Flat
None	None	None	Gradual Slope
FLOOD ZONE	WATER, MINERAL RIGHTS	SOIL TYPE	WATER
Unknown	None	Clay	None
ELECTRIC		Gravel	
None		Sandy	

FINANCIAL INFORMATION

Seller Pays NM GRT?	Yes	Taxes \$	\$110.00
GRT Code	21124 - Truth or Consequences	Tax Year	2021
Short Sale	No	Owner Financing	No
REO/Bank Owned	No	Auction	No
3rd Party Approval	No	Assessments 1	
Court Approval	No	Assessments 2	
List Type	Exclusive Right to Sell	Financial Remarks	CASH - NEW FINANCING - POSSIBLE REAL ESTATE CONTRACT WITH TERMS ACCEPTABLE TO SELLER.
Sole & Separate Agreement			

IMPORTANT DATES

Listing Date	12/20/2021	Input Date	12/20/2021 1:20 PM
Expiration Date	12/1/2022	Status Date	6/10/2022
Off Market Date	6/9/2022	Price Date	6/10/2022
Update Date	6/10/2022 9:34 AM	HotSheet Date	6/10/2022
Buyer Contingency Deadline		Auction Date	
Time Off Market			

INFORMATION DISSEMINATION

Broker Hit Count 9
Client Hit Count 0
Picture Count 1

BROKER ONLY REMARKS

Broker Only Remarks ALL FIGURES PER ASSESSOR'S OFFICE - UTILITY STATUS TO BE CONFIRMED. POSSIBLE REC TO QUALIFIED BUYER WITH TERMS ACCEPTABLE TO SELLER.

PUBLIC & SYNDICATION REMARKS

Public Remarks ALL FIGURES PER ASO - UTILITY STATUS TO BE CONFIRMED - NO SURVEY ON FILE. .24 ACRE LOT - NEEDS CLEARED - FAIRLY LEVEL - PAVED STREET - BUYERS AND BROKERS TO CONFIRM ALL UTILITIES, STATUS, AVAILABILITY & COSTS TO THEIR APPROVAL AND SATISFACTION.

Syndication Remarks

SOLD INFORMATION

Contract Date 2/7/2022
Closing Date 6/9/2022
How Sold Cash
Sale Type Arm Length Sale (Unrelated Parties Acting in their Own)
Sold Price \$11,000
Sold Price Per SQFT
MLS #: 20216624

Selling Broker 1
Selling Office 1
Selling Broker 2
Selling Office 2
Sell Team
11/30/2024 12:09 PM
CHERYLA SHIPLEY
DESERT LAKES REALTY - OFFC: 575-744-4960
Page 2 of 3

Lot Sale #1

1515 Corzine

49

MLS # 20240472

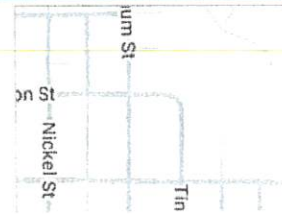
Address: 1270 Simpson Street

Page 1 of 3

PRIMARY INFORMATION



Address	1270 Simpson Street	MLS #	20240472
Asking Price	\$19,000	Sale/Rent	For Sale
Total # of Acres		Class	LAND
Status	SOLD NMMLS MEMBER	Type	Lot
Legal Description	CURREY LAIMINGER BLOCK 11 W90' OF LOTS 1,2	City	Truth Or Consequences
		State	NM
		County	Sierra County
		Zip	87901
		Days On Market	50



BROKER / BROKERAGE INFORMATION

Broker	C. EARL GREER - CELL: 505-350-1155	List Team	
Listing Broker Email	ceg@plazarealtynm.com	Transaction Coordinator	No
Broker 1 License #	14717	Transaction Coordinator Name	
Listing Office 1	PLAZA REALTY - OFFC: 575-744-5140	Office Broker	EARL GREER
Listing Broker 2		Office Broker License #	14717
Listing Broker 2 License #		Covenants	
Listing Office 2		Apx Sq Ft	
QB Name	Greer	Estate Owned	
QB License #	14717	Assumable Y/N	
Address 2		Sold Price per Acre	
Structure			
Special Finance			
Municipal Water	Y		
Type of Listing			
Days On MLS	49		

PROPERTY INFORMATION

Comp Only	No	Parcel ID or Uniform Parcel Code	3023079066309
Comp Type		Zoned	R
Non-Branded Virtual Showing	No	Extra Territorial Zoning	
Showing Instructions	Vacant lot- show and sell!	Home Owner Assoc	No
Directions	S on Platinum to Simpson- corner lot	Public Improvement Dist	No
Owner (Recorded Name)	BECK EDNA MARIE MAP TRUST	Subdivision	
	MCPHERSON DARRELL LEE TTEE	Original Price	\$19,000
Sellers NMREC Licensee	No	Lease Hold	
Lot Land Size	.23 acre		
Sq Ft Source			
Lot Size Irregular	Yes		
Water Rights Y/N			
Water Acreage Feet			
Acres-Range			
Acres-Pasture			
Acres-Dry Farm			
Acres-Cultivated			
Acres-Irrigated			
Acres-Orchard			
Acres-Private			
Acres-BLM			
Acres-Forest			
Acres-Deeded			
Acres-State			
Acres-Other			

SECONDARY PROPERTY INFORMATION

Gas	Y
Septic	N
Municipal Sewer	Y

MLS #: 20240472

11/30/2024 12:09 PM

Page 1 of 3

Audio/video surveillance? No

MLS # 20240472

Address: 1270 Simpson Street

Geocode Quality
Search By Map
Associated Document Count 0
Additional Utilities Info

Page 2 of 3

Electricity Y
Well N
Total Baths

DATA DISSEMINATION

Internet Y/N	Yes	VOW Include	Yes
VOW Address	Yes	VOW Comment	No
VOW AVM	No	IDX Include	Y
Homesnap Facebook Market	Yes	Automated Valuation	No
Bloggling	Yes	Realtor.com	Yes
List Hub	Yes	CoStar/Homes.com	Yes
Move	Yes	CoStar/Homesnap.com	Yes
Smarter Agent	Yes	Terradatum	Yes

FEATURES

ACCESS TO PROPERTY	ELECTRIC	POSSESSION	TERRAIN
Driveway To City Street	On-Site	Upon Funding	Flat
ADJACENT/ADJOIN	EQUIPMENT	SEWER	WATER
None	None	City	City
ASSESSMENTS	FEES	SOIL TYPE	FENCING
Unknown	None	Loam	None
CROPS/LIVESTOCK	GAS	Sandy	LAND CLASSIFICATION
None	Natural Gas	TERMS OF SALE	Deeded
FLOOD ZONE	On-Site	Cash	ROAD SURFACE
Unknown		Conventional	Blacktop

FINANCIAL INFORMATION

Seller Pays NM GRT?	Yes	Taxes \$	\$135.00
GRT Code	21124 - Truth or Consequences	Tax Year	2023
Short Sale	No	Owner Financing	No
REO/Bank Owned	No	Auction	No
3rd Party Approval	No	Assessments 1	
Court Approval	No	Assessments 2	
List Type	Exclusive Right to Sell	Financial Remarks	
Sole & Separate Agreement			

IMPORTANT DATES

Listing Date	1/25/2024	Input Date	1/26/2024 11:03 AM
Expiration Date	12/31/2024	Status Date	3/20/2024
Off Market Date	3/15/2024	Price Date	3/20/2024
Update Date	3/20/2024 3:00 PM	HotSheet Date	3/20/2024
Buyer Contingency Deadline		Auction Date	
Time Off Market			

INFORMATION DISSEMINATION

Broker Hit Count 7
Client Hit Count 0
Picture Count 5

BROKER ONLY REMARKS

Broker Only Remarks Broker working with Buyer to verify and confirm all data. Vacant lot- show and sell!!

PUBLIC & SYNDICATION REMARKS

Public Remarks Great, flat home lot with excellent access! Walking distance to hot springs district, close to shopping, schools and hospital. All utilities on site ready for your home. Priced to sell in today's market. Take a look!

Syndication Remarks C. Earl Greer 505.350.1155 and Plaza Realty 575.744.5140 offer this Great, flat home lot with excellent access! Walking distance to hot springs district, close to shopping, schools and hospital. All utilities on site ready for your home. Priced to sell in today's market. Take a look! ceg@plazarealtynm.com www.plazarealtynm.com

SOLD INFORMATION

Contract Date 3/4/2024
Closing Date 3/15/2024
How Sold Cash
Sale Type Arm Length Sale (Unrelated Parties Acting in their Own)
Sold Price \$18,500
Sold Price Per SQFT

MLS #: 20240472

Selling Broker 1
Selling Office 1
Selling Broker 2
Selling Office 2
Sell Team

LANEER K WRYE - OFF: 575-740-2711
CRIPPLE CREEK REALTY - OFF: 575-740-2711

Page 2 of 3

Lot Sale #2

1515 Corzine

51

MLS # 20230193

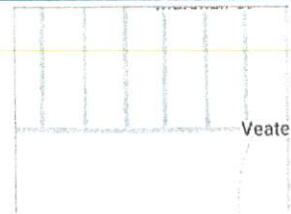
Address: 2265 Veater Street

Page 1 of 3

PRIMARY INFORMATION



Address	2265 Veater Street	MLS #	20230193
Asking Price	\$28,500	Sale/Rent	For Sale
Total # of Acres		Class	LAND
Status	SOLD NMMLS MEMBER	Type	Lot
Legal Description	Curry Laiminger, Block 22, Lot 10	City	Truth Or Consequences
		State	NM
		County	Sierra County
		Zip	87901
		Days On Market	285



BROKER / BROKERAGE INFORMATION

Broker	CINDY L TORRES - CELL: 575-740-0010	List Team	
Listing Broker Email	cindy@plazarealtynm.com	Transaction Coordinator	No
Broker 1 License #	8410	Transaction Coordinator Name	
Listing Office 1	PLAZA REALTY - OFFC: 575-744-5140	Office Broker	EARL GREER
Listing Broker 2		Office Broker License #	8410
Listing Broker 2 License #		Covenants	
Listing Office 2		Apx Sq Ft	
QB Name	Cynthia L. Torres	Estate Owned	
QB License #	8410	Assumable Y/N	
Address 2		Sold Price per Acre	
Structure			
Special Finance			
Municipal Water	Y		
Type of Listing			
Days On MLS	285		

PROPERTY INFORMATION

Comp Only	No	Parcel ID or Uniform Parcel Code	3 023 079 416 389
Comp Type		Zoned	
Non-Branded Virtual Showing	No	Extra Territorial Zoning	
Showing Instructions	Drive by and show!	Home Owner Assoc	No
Directions		Public Improvement Dist	No
Owner (Recorded Name)	Norman C. & Therasa Carter	Subdivision	
Sellers NMREC Licensee	No	Original Price	\$28,500
Lot Land Size	75' x'140'	Lease Hold	
Sq Ft Source			
Lot Size Irregular	No		
Water Rights Y/N			
Water Acreage Feet			
Acres-Range			
Acres-Pasture			
Acres-Dry Farm			
Acres-Cultivated			
Acres-Irrigated			
Acres-Orchard			
Acres-Private			
Acres-BLM			
Acres-Forest			
Acres-Deeded			
Acres-State			
Acres-Other			

SECONDARY PROPERTY INFORMATION

Gas	Y
Septic	N
Municipal Sewer	Y
Electricity	N
Well	N

MLS #: 20230193

11/30/2024 12:10 PM
 Audio/video
 surveillance?
 Geocode Quality

No

Page 1 of 3

MLS # 20230193

Address: 2265 Veater Street

Search By Map

0

Page 2 of 3

Total Baths

Associated
Document Count
Additional Utilities
Info

Property had a home that has been removed. Water is capped off by the meter in the alley; sewer is capped off about 5' from the gas meter - west; gas line exists in the lot but it should be replaced; and, property will require installation of a new electric pole - all information per owner!

DATA DISSEMINATION

Internet Y/N Yes
VOW Address Yes
VOW AVM No
Homesnap Facebook Market Yes
Blogging No
List Hub Yes
Move Yes
Smarter Agent Yes

VOW Include Yes
VOW Comment No
IDX Include Y
Automated Valuation No
Realtor.com Yes
CoStar/Homes.com Yes
CoStar/Homesnap.com Yes
Terradatum Yes

FEATURES**ACCESS TO PROPERTY**

Driveway To City Street

ELECTRIC

Near-Site

SEWER

City

TERRAIN

Flat

ASSESSMENTS

Unknown

GAS

On-Site

TERMS OF SALE

Cash

WATER

City

FLOOD ZONE

Unknown

POSSESSION

Upon Funding

Conventional**FINANCIAL INFORMATION**

Seller Pays NM GRT? Yes
GRT Code 21124 - Truth or Consequences
Short Sale No
REO/Bank Owned No
3rd Party Approval No
Court Approval No
List Type Exclusive Right to Sell
Sole & Separate Agreement

Taxes \$ \$109.19
Tax Year 22
Owner Financing Yes
Auction No
Assessments 1
Assessments 2
Financial Remarks

IMPORTANT DATES

Listing Date 1/13/2023
Expiration Date 7/12/2023
Off Market Date 11/13/2023
Update Date 11/13/2023 4:06 PM
Buyer Contingency Deadline
Time Off Market

Input Date 1/13/2023 3:23 PM
Status Date 11/13/2023
Price Date 1/13/2023
HotSheet Date 11/13/2023
Auction Date

INFORMATION DISSEMINATION

Broker Hit Count 13
Client Hit Count 2
Picture Count 4

BROKER ONLY REMARKS

Broker Only Remarks see utility remarks and photos for utility info!

PUBLIC & SYNDICATION REMARKS

Public Remarks Large corner lot perfect for your new home! All utilities either in the lot or nearby. Water and sewer were capped off when old home was removed. Gas line in the lot but needs to be replaced. A new electric hookup will be required. Lot is partially fenced and has good views! Owner will consider financing depending on terms and conditions!!

Syndication Remarks Large corner lot perfect for your new home! All utilities either in the lot or nearby. Water and sewer were capped off when old home was removed. Gas line in the lot but needs to be replaced. A new electric hookup will be required. Lot is partially fenced and has good views! Owner will consider financing depending on terms and conditions!! Offered by Cindy Torres; cell 575-740-0010; and, Plaza Realty 575-744-5140 ext. 101

SOLD INFORMATION

Contract Date 10/25/2023
Closing Date 11/13/2023
How Sold Seller
Sale Type Arm Length Sale (Unrelated Parties Acting in their Own)

MLS #: 20230193

11/30/2024 12:10 PM

Selling Broker 1
Selling Office 1
Selling Broker 2

CINDY L TORRES - CELL: 575-740-0010
PLAZA REALTY - OFFC: 575-744-5140

Page 2 of 3

Lot Sale #3

1515 Corzine

53

MLS # 20216629

Address: 9XX Radium

Page 1 of 3

PRIMARY INFORMATION



Address	9XX Radium	MLS #	20216629
Asking Price	\$40,000	Sale/Rent	For Sale
Total # of Acres		Class	LAND
Status	SOLD NMMLS MEMBER	Type	Lot
Legal Description	Section 5 Township 14 S Range 4 W 140' X 406' IN SW4NW4	City	Truth Or Consequences
		State	NM
		County	Sierra County
		Zip	87901
		Days On Market	171



BROKER / BROKERAGE INFORMATION

Broker	JOSHUA FRANKEL	List Team	
Listing Broker Email	joshseaprop@yahoo.com	Transaction Coordinator	No
Broker 1 License #	60426	Transaction Coordinator Name	
Listing Office 1	SEA PROPERTIES LTD - OFFC: 575-894-0037	Office Broker	SIDNEY BRYAN
		Office Broker License #	16333
Listing Broker 2		Covenants	
Listing Broker 2 License #		Apx Sq Ft	
Listing Office 2		Estate Owned	
QB Name	Sidney Bryan	Assumable Y/N	
QB License #	16333	Sold Price per Acre	
Address 2			
Structure			
Special Finance			
Municipal Water	N		
Type of Listing			
Days On MLS	171		

PROPERTY INFORMATION

Comp Only	No	Parcel ID or Uniform Parcel Code	1762
Comp Type		Zoned	
Non-Branded Virtual Showing	No	Extra Territorial Zoning	
Showing Instructions	Vacant land drive by.	Home Owner Assoc	No
Directions		Public Improvement Dist	No
Owner (Recorded Name)	DUNLAP MAVIS E & PETERSON JAY L & PETERSON JEFFERY R	Subdivision	
Sellers NMREC Licensee	Yes	Original Price	\$40,000
Lot Land Size	140x405	Lease Hold	
Sq Ft Source			
Lot Size Irregular	No		
Water Rights Y/N			
Water Acreage Feet			
Acres-Range			
Acres-Pasture			
Acres-Dry Farm			
Acres-Cultivated			
Acres-Irrigated			
Acres-Orchard			
Acres-Private			
Acres-BLM			
Acres-Forest			
Acres-Deeded			
Acres-State			
Acres-Other			

SECONDARY PROPERTY INFORMATION

MLS #: 20216629

11/30/2024 12:12 PM

Page 1 of 3

Gas N

Audio/video surveillance? No

1515 Corzine

54

Septic N
Municipal Sewer 029
Electricity N
Well N
Total Baths

Address: 9XX Radium

Geocode Quality
Search By Map
Associated Document Count 0
Additional Utilities Info

Page 2 of 3

DATA DISSEMINATION

Internet Y/N	Yes	VOW Include	Yes
VOW Address	Yes	VOW Comment	No
VOW AVM	No	IDX Include	Y
Homesnap Facebook Market		Automated Valuation	Yes
Blogging	Yes	Realtor.com	No
List Hub	Yes	CoStar/Homes.com	Yes
Move	No	CoStar/Homesnap.com	No
Smarter Agent	No	Terradatum	Yes

FEATURES

ACCESS TO PROPERTY	EQUIPMENT	WATER, MINERAL RIGHTS	SOIL TYPE
Other	None	None	Sandy
ASSESSMENTS	FEES	OTHER UTILITIES	TERRAIN
Unknown	None	None	Flat
FLOOD ZONE	GAS	POSSESSION	WATER
Unknown	Near-Site	Upon Closing	Near-Site
ELECTRIC	IMPROVEMENTS	SEWER	
Near-Site	None	Near-Site	

FINANCIAL INFORMATION

Seller Pays NM GRT?	Yes	Taxes \$	\$568.37
GRT Code	21124 - Truth or Consequences	Tax Year	2019
Short Sale	No	Owner Financing	No
REO/Bank Owned	No	Auction	No
3rd Party Approval	No	Assessments 1	
Court Approval	No	Assessments 2	
List Type	Exclusive Right to Sell	Financial Remarks	
Sole & Separate Agreement			

IMPORTANT DATES

Listing Date	12/20/2021	Input Date	12/20/2021 3:13 PM
Expiration Date	2/24/2022	Status Date	6/9/2022
Off Market Date	6/9/2022	Price Date	6/9/2022
Update Date	6/9/2022 6:40 PM	HotSheet Date	6/9/2022
Buyer Contingency Deadline		Auction Date	
Time Off Market			

INFORMATION DISSEMINATION

Broker Hit Count 5
Client Hit Count 0
Picture Count 4

BROKER ONLY REMARKS

Broker Only Remarks This giant lot of 56,840 SQ FT is ready for development. This property has been family owned since the 1940's and was never developed. This large lot is right off South Broadway behind the sheriffs office. Great opportunity to own an original piece of Sierra County history.

PUBLIC & SYNDICATION REMARKS

Public Remarks This giant lot of 56,840 SQ FT is ready for development. This property has been family owned since the 1940's and was never developed. This large lot is right off South Broadway behind the sheriffs office. Great opportunity to own an original piece of Sierra County history.

Syndication Remarks This giant lot of 56,840 SQ FT is ready for development. This property has been family owned since the 1940's and was never developed. This large lot is right off South Broadway behind the sheriffs office. Great opportunity to own an original piece of Sierra County history.

SOLD INFORMATION

Contract Date 2/2/2022
Closing Date 6/9/2022
How Sold Cash
Sale Type Arm Length Sale (Unrelated Parties Acting in their Own)
Sold Price \$38,500
Sold Price Per SQFT
MLS #: 20216629

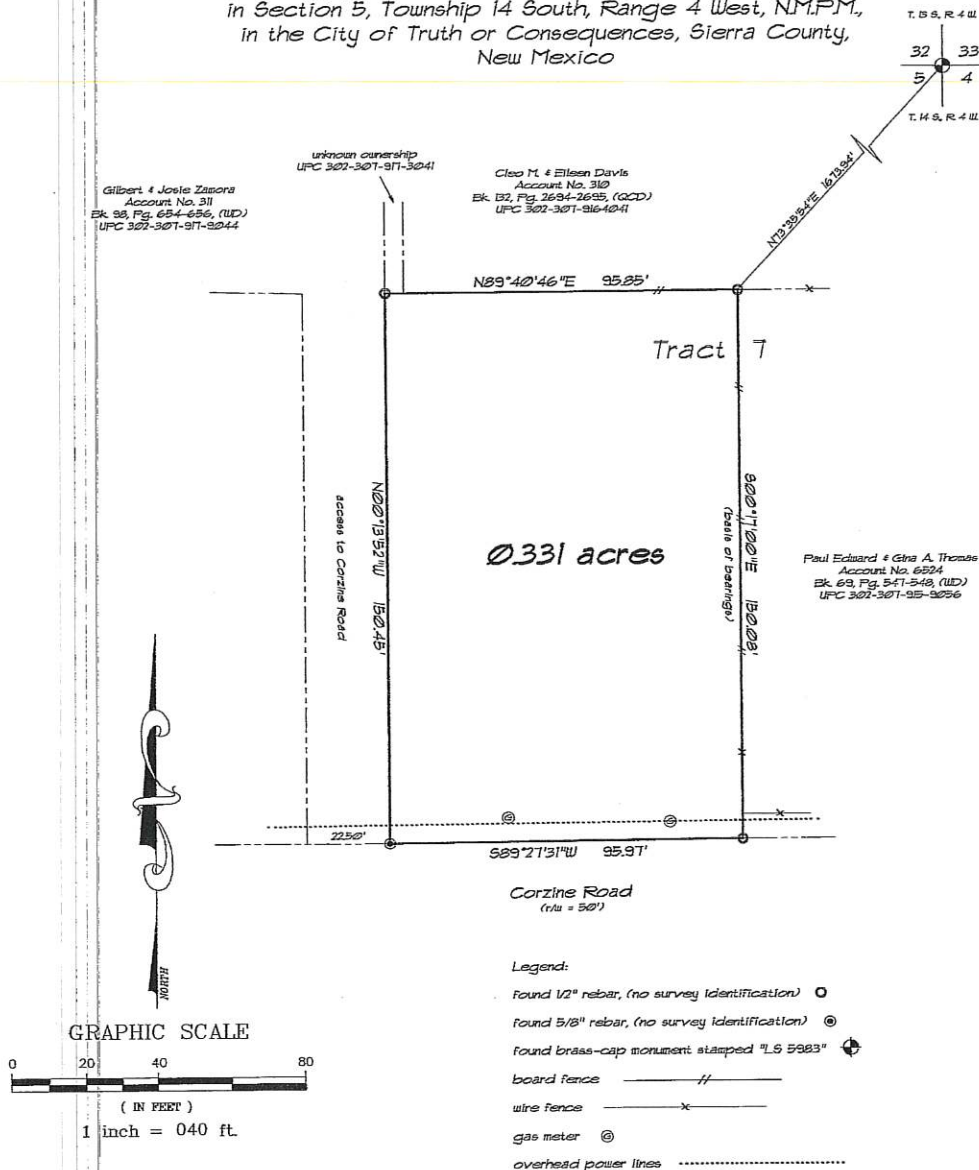
Selling Broker 1 JOSHUA FRANKEL
Selling Office 1 SEA PROPERTIES LTD - OFFC: 575-894-0037
Selling Broker 2
Selling Office 2
Sell Team
11/30/2024 12:00 PM Page 2 of 3

Lot Sale #4

1515 Corzine

55

BOUNDARY SURVEY PLAT
of a 0.331 acre tract of land
being part of Tract 7 of the Corzine Acreage,
in Section 5, Township 14 South, Range 4 West, N.M.P.M.,
in the City of Truth or Consequences, Sierra County,
New Mexico



May 13, 2023

Chaparral Surveying, LLC
Professional Land Surveying

P.O. Box 625 Elephant Butte, New Mexico 87835

CERTIFICATE

This is to certify that I am a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief.

I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this is a boundary survey of an existing tract or tracts.

This plat meets the minimum requirements of the Standards of Land Surveys in New Mexico.

David M. Senn

David M. Senn
New Mexico Professional Surveyor
License Number 12123

INDEXING INFORMATION FOR COUNTY CLERK
City of Truth or Consequences (11953)
Corzine Acreage
Section 5, Township 14 South, Range 4 West

Chaparral Surveying, LLC

P.O. Box 629

Elephant Butte, New Mexico 87935

(575) 740-0334

May 22, 2023

LEGAL DESCRIPTION

(0.331 ACRES)

A tract of land situate in Section 5, Township 14 South, Range 4 West, N.M.P.M., bounded on the south by Corzine Road, being part of Tract 7 of the Corzine Acreage, in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NE corner of this tract, a ½" rebar w/aluminum tag stamped "NMPLS 12129", whence the NE corner of Section 5, Township 14 South, Range 4 West, a brass-cap monument stamped "LS 5983", bears N73°35'54"E, a distance of 1673.94 feet;

Thence, S00°17'00"E, a distance of 150.08 feet to the SE corner of this tract, a ½" rebar w/aluminum tag stamped "NMPLS 12129", a point on Corzine Road;

Thence, continuing along Corzine Road, S89°27'31"W, a distance of 95.97 feet to the SW corner of this tract, a 5/8" rebar w/aluminum tag stamped "NMPLS 12129";

Thence, N00°13'52"W, a distance of 150.45 feet to the NW corner of this tract, a ½" rebar w/aluminum tag stamped "NMPLS 12129";

Thence, N89°40'46"E, a distance of 95.85 feet to the point of beginning of the tract hereon described, containing 0.331 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Boundary Survey Plat dated May 19, 2023).

**AN APPRAISAL OF
THE FEE SIMPLE INTEREST
703 JICARILLA WAY
T or C, SIERRA COUNTY NM**

NOVEMBER 30, 2024

**FOR
CITY OF TRUTH OR CONSEQUENCES NEW MEXICO
TRACI ALVAREZ, ASSISTANT CITY MANAGER
505 SIMS ST.
TRUTH OR CONSEQUENCES NEW MEXICO**

**BY
LEE MORRIS
MORRIS APPRAISAL SERVICE INC.
PO BOX 1119
LAS CRUCES, NM 88004**

703 Jicarilla Way

MORRIS APPRAISAL SERVICES, INC.

SPECIALIZING IN RURAL, FARM AND RANCH PROPERTIES

LEE MORRIS
State Certified – New Mexico
Federal Tax ID #26-3909383

PO Box 1119
LAS CRUCES, NEW MEXICO 88004
(575) / 636-2003

November 30, 2024

City Of Truth or Consequences New Mexico
Traci Alvarez, Assistant City Manager
505 Sims St.
Truth or Consequences New Mexico

PO# 8806

Subject: 703 Jicarilla Way , Assessor Owner# 13932

Dear Ms. Alvarez,

In accordance with your request, Lee Morris of Morris Appraisal Services Inc. has prepared an appraisal of the fee simple interest in the above property. T or C, Sierra County NM. This appraisal is being prepared to facilitate the client for portfolio management. Date of inspection was November 30, 2024, which is the effective date of this appraisal.

Definition:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.” (The Dictionary of Real Estate Appraisal, 4th Ed., page 113)

Lee Morris’ analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. Data was collected and confirmed from credible confidential sources only. This report does not use data from other states but may use data from other cities and counties.

703 Jicarilla Way

Therefore, by reason of my research of the current market, and by virtue of my experience, I have formed the opinion that the fee simple interest value of the subject lots as of the effective date of this report was.: **\$29,000.00.**

TWENTY-NINE THOUSAND DOLLARS

I invite your attention to the data, analysis, and conclusions that follow. I appreciate this opportunity to perform this work for you and the City of Truth or Consequences.

Respectfully submitted

A handwritten signature in blue ink, appearing to read 'Lee Morris', with a stylized flourish at the end.

Lee Morris

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Location:	703 Jicarilla Way, eastern part of . T or C, Sierra County New Mexico.
Land Area:	.222 acres or 9,670.32 SF
Value Sought:	Market Value
Interest Appraised:	Fee Simple
Use of Appraisal:	To estimate the market value to assist the client in portfolio management.
Highest & Best Use:	As developed,
Zoning:	R3, residential
Flood Zone:	The subject is located in area that has not been mapped by FEMA
Reasonable Exposure Time:	One Year
Intended Users:	City of Truth or Consequences
Recent Ownership History:	To the best of my knowledge the subject property is currently not listed for sale. The subject lot was acquired by judgement as the result of a lawsuit in District Court by the City. This lot was transferred to the city by special master warranty deed dated May 18, 2022. The city paid \$11,500.00 for the subject lot. Prior to that there have been no known transfers on the subject lot. All related paperwork for the lawsuit is retained within the files of the appraiser in his office.
Date of the Report:	November 30, 2024. The subject was personally inspected by the appraiser on this date.
Appraiser:	Lee Morris, MNAA 703 Jicarilla Way

APPRAISAL REPORT

SUBJECT: 703 Jicarilla Way. Mims Third Subdivision, T or C, Sierra County New Mexico

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to estimate the market value, as defined, of the subject property, as of the effective date of the appraisal. The property is appraised as if free and clear, and as if without liens and encumbrances.

INTENDED USE OF REPORT:

This appraisal is intended to assist the client in portfolio management on the subject.

INTENDED USERS OF THE REPORT

The intended users of this report City of Truth or Consequences.

EFFECTIVE DATE OF VALUE: November 30, 2024

DATE OF INSPECTION: November 30, 2024

DATE OF REPORT: December 1, 2024

MARKET VALUE ESTIMATE:

\$29,000.00

REASONABLE EXPOSURE TIME: One year.



LEE MORRIS, MNAA

LIMITING CONDITIONS AND ASSUMPTIONS

By this notice, all persons and firms reviewing, using or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report. They are prefaces to any certification, definition, fact or analysis, and are intended to establish as a matter of record that my function is to provide a present market value indication for the subject property based upon my observations as to the subject property and real estate market. This appraisal report is an economic study to estimate value as defined in it. It is not an engineering, construction, legal or architectural study nor survey and expertise in these areas, among others, is not implied.

The liability of Morris Appraisal Services, Inc. and employees and affiliated independent contractors is limited to the client only and to the fee received (total per appraisal). Further, there is no accountability, obligation, or liability to any third party.

The legal description is assumed to be correct as used in this report as furnished by the client, his representative, or as derived by me.

I assume no responsibility for matters legal in character, nor do I render any opinion as to title, which is assumed to be marketable. Unless otherwise stated, all existing liens and encumbrances have been disregarded. The property is appraised as though free and clear and under responsible ownership and competent management.

Any sketches in this report are included to assist the reader in visualizing the property. I have made no survey of the property and assume no responsibility about such matters.

This appraisal is made on the premise that there are no other encumbrances limiting the use of the appraisal property than those herein reported.

The information contained in this report was gathered from seemingly reliable sources, but is in no sense guaranteed.

Possession of this report or any copy of it does not carry with it the right of publication, nor may

it be used for other than its intended use. The physical reports remain the property of the appraiser for the use of the client, the fee being for the analytical services only. The client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the public by advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser.

I assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable. I assume no responsibility for such conditions or for the engineering required to discover such factors.

The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. I am not an expert in the identification of hazardous substances or detrimental environmental conditions. Routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions, which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey to determine if it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

The contract for appraisal, consultation or analytical service is fulfilled, and the total fee is

payable upon completion of the report. The Appraiser(s) or those helping in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

Improvements proposed, if any, on or off-site, as well as any repairs required, are considered, for purposes of this appraisal, to be completed in a good and workmanlike manner according to information submitted and/or considered. In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed and operating at levels shown and projected.

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. Amount or payment of the fee for services is not contingent on any result, approval amount or other estimates or statements.

I reserve the right to alter statements, analysis, conclusion or any value estimate in the appraisal if there becomes known to me facts pertinent to the appraisal process, which were unknown, when the report was finished. *An additional charge may be owed if this becomes true.*

Acceptance of, and/or use of, this appraisal report by client or any third party constitutes acceptance of the above conditions. My liability extends only to the stated client, not subsequent parties or users of any type, and the total liability of appraiser and firm is limited to the amount of the fee received by appraiser.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described and considered in this report.

It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described and considered in this report.

EXTRAORDINARY ASSUMPTIONS:

USPAP defines this as a condition, directly related to a specific assignment, as of the effective date of the assignment results, which if found to be false, could alter the appraiser's opinions or conclusions.

For this assignment there is one. First that information provided to the appraiser is true and correct.

HYPOTHETICAL CONDITIONS:

USPAP defines this as a condition, directly related to an assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

For this assignment there are none.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS:

Unless otherwise noted, this appraisal was prepared for a party with at least a general knowledge and familiarity of the South-Central New Mexico area. Data used in this report was collected and confirmed from local sources only. This report does not use data from other cities, counties or states and no comparisons were made of the subject property or its environs with other market areas. The appraiser has inspected the subject property. The appraiser has inspected the comparable sale properties.

To develop the opinion of value, the appraiser performed a complete appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice.

This Appraisal Report is a brief recapitulation of the appraiser's data, analyzes, and conclusions. Supporting documentation is retained in the appraiser's file.

SCOPE OF WORK :

This appraisal is being prepared to determine the market value, as defined, of the subject property in the "AS IS" condition. To complete the agreed upon work the following steps were undertaken:

1. Inspection of the subject property.
2. Gathering of data from verifiable sources, both primary and secondary.
3. Investigation of the general economic and demographic conditions to the area and region.
4. Collection and verification of sales from reliable sources.
5. Supply enough information within the report to create a credible report.
6. Include all assumptions, exclusions, and limiting conditions that could have an impact on the final determination of value.
7. Include a signed certification within the report.
8. Due diligence, sufficient data, and analysis are included to meet the needs of the client.

STANDARD APPRAISAL TECHNIQUES BRIEFLY EXPLAINED

There are three distinctly separate approaches in appraising real property that when applied to market data indicate a property's value in its own market. These approaches, or techniques, are commonly distinguished from each other by the nature of the data used; cost, sales, or income. It should be emphasized there that all three approaches to value are based upon the market behavior of buyers and sellers, and therefore, if ample market data is available for all approaches, then each approach should provide a similar estimate of value for the subject. This is the ideal situation, however, and is not often encountered by the appraiser. Therefore, the final value estimate is based upon that approach for which the quantity and quality of market data are most readily available and reliable. A brief explanation of these techniques and their application to this appraisal follows.

Cost Approach to Value:

In the cost approach to value the appraiser estimates the amount of money required to produce an improved property of the same utility as the property being appraised. As an alternative to purchasing the subject property, an informed purchaser is assumed to consider purchasing a vacant tract of land and constructing improvements of the same utility. The basic economic principle of this approach states that no one is justified in paying more for a property than that amount by which he can obtain, by purchase of the site and construction of the improvements, without undue delay, a property of equal desirability and utility. In the application of the cost approach, the current cost of reproducing the improvements is estimated and then accrued depreciation from all sources is deducted. To the depreciated value of the improvements is then added the value of the land to arrive at the indicated value of the property from the cost approach.

Sales Comparison Approach to Value:

The sales comparison approach to value is a process of comparing sales data, that is, the price paid for similar properties, prices asked by owners, and offers made by prospective purchasers willing to buy. The sales data approach is based upon the principle of substitution, which holds that a prudent person will not pay more for a property than it would cost to buy an equally desirable substitute property. The application of the sales comparison approach requires the comparing and rating of the property being appraised with similar properties for which sales data is available. By making adjustments for any physical, functional and location differences, indications are developed of what these comparable properties would have sold for had they possessed the same characteristics as the subject.

Capitalized Net Income Approach to Value:

Real estate represents the present worth of future benefits, which an owner can reasonably anticipate. The income approach to value is a discounting process through which future income expectations are translated to present worth. The income approach is predicated on the assumption that there is a definite relationship between the amount of net income the property can produce and its value. The application of the income approach calls for estimating the economic rent that the property can produce. After estimating the gross income, the provision for vacancy and collection loss is deducted as well as the estimated expenses, which will be incurred in producing this gross income. The expenses estimate must consider the necessary operating expenditures, taxes, insurance, and reserves for replacement of short-lived items. The net income thus derived is then capitalized into an indication of value using a capitalization rate, which is typical for the property being appraised in the current market environment.

Approaches Applicable to this Appraisal:

For this appraisal, only the sales comparison approach to value will be developed. There are no buildings on the subject lot, so the cost approach does not apply. There is no income stream to the lot to develop an income capitalization approach.

IDENTIFICATION OF THE APPRAISED PROPERTY:

Type of Property: Vacant residential lot.

Location: 703 Jicarilla Way. T or C New Mexico.

Legal Description: See attached survey.

Sierra County Assessor Parcel No.

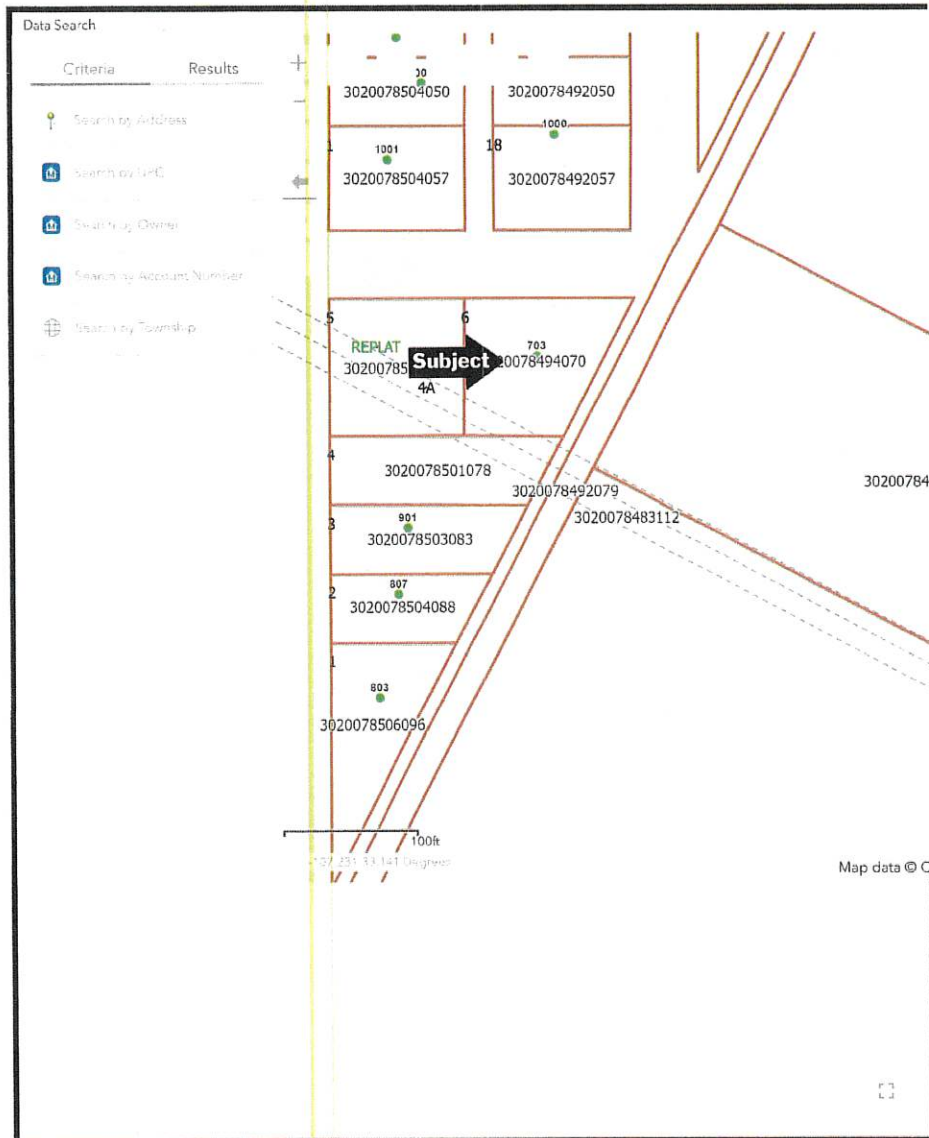
Owner of Record: City of Truth or Consequences

Owner ID#: 13932.

Assessed Value:

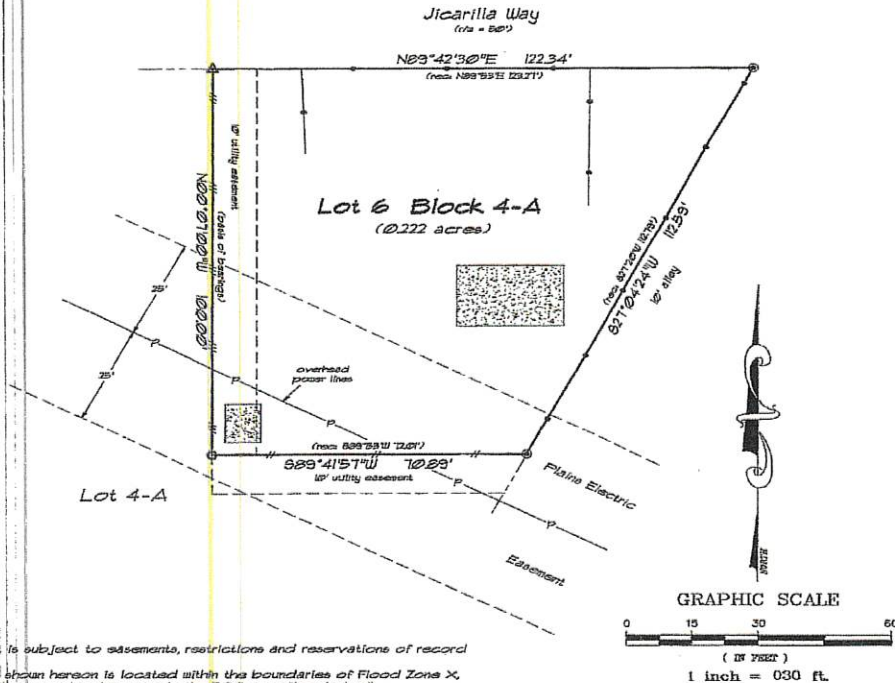
Lots: \$20,040.00

According to the County Assessor taxes are current.



Assessor Plat Map

BOUNDARY SURVEY PLAT
of Lot 6, Block 4-A,
Amended Replat of Parts of Blocks 1, 8, 9, 12 and 13,
Mims Third Subdivision,
in the City of Truth or Consequences, Sierra County,
New Mexico



Notes:

This lot is subject to assessments, restrictions and reservations of record.
The lot shown hereon is located within the boundaries of Flood Zone X,
"area determined to be outside the 500-year flood plain"

Property address is 703 Jicarilla Way

Use drawing scale to determine measurements when not labeled

Reference:

Account No. 13832

Book 30, Pages 3234-3235, (Special Master's Deed)

UPC 302-2001-843-4070

Amended Replat of Parts of Blocks 1, 8, 9, 12 and 13, Mims Third Subdivision
Filed on December 11, 1931, (Plat No. 323, Slide No. 113)

National Flood Insurance Program, Flood Insurance Rate Map Community-Panel
No. 330013 0005 C, (map revised: July 16, 1996)

Legend:

found 1/4" nail w/aluminum tag stamped "NMLS 0223" Δ

found 1/2" rebar w/survcap stamped "NMLS 0223" ○

found 3/8" rebar w/survcap stamped "RLS 8-413" @

chain link fence ————

board fence ————

m-tie retaining wall ————

April 26, 2023

Chaparral Surveying, LLC
Professional Land Surveying

P.O. Box 675 Elephant Butte, New Mexico 87825

CERTIFICATE

This is to certify that I am a registered Professional
Land Surveyor, that this plat is prepared from notes
of field surveys made by me or under my supervision,
that said surveys and this plat are true and correct
to the best of my knowledge and belief.
I further certify that this survey is not a land division or
subdivision as defined in the New Mexico Subdivision Act and
that this is a boundary survey of an existing tract or tracts.

This plat meets the minimum requirements of the
Standards of Land Surveys in New Mexico.

David M. Sem

David M. Sem
New Mexico Professional Surveyor
License Number 5225

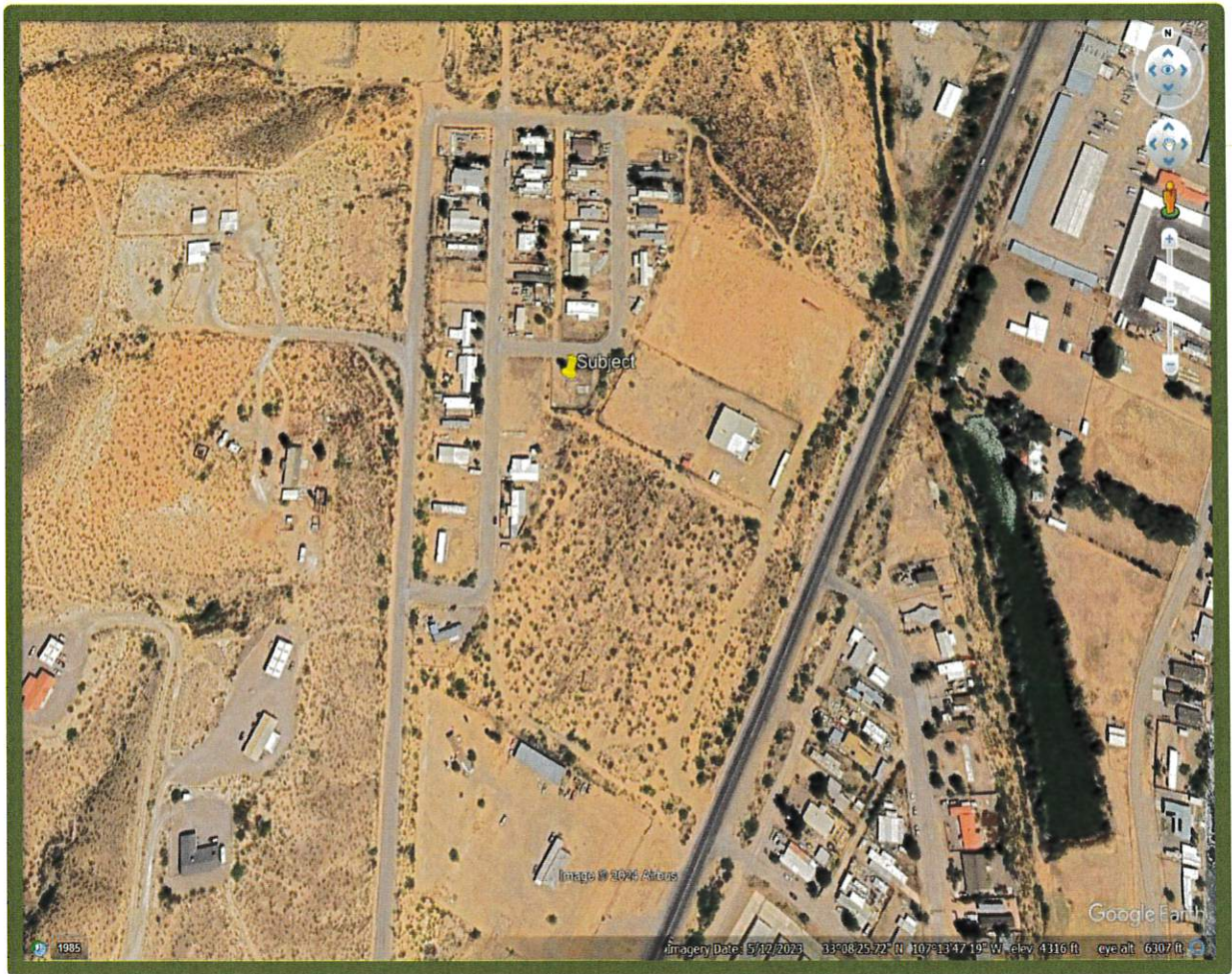
INDEXING INFORMATION FOR COUNTY CLERK
City of T. or C. (13932)
Amended Replat of Mims Third Subdivision
PROJECTED Sec. 35, Tshp. 13 S., Rge. 4 W.

Survey

703 Jicarilla Way



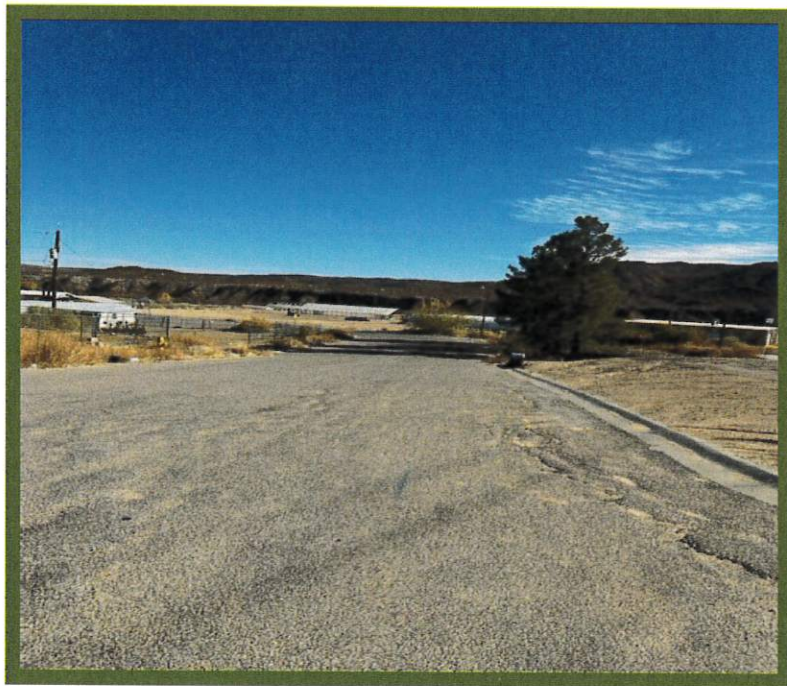
Regional Map



Subject Map



Subject Lot



Jicarilla Way



OnX Map of the subject

LOCATION DESCRIPTION :

Geographic Influences:

This subject property is located in T or C, Sierra County, New Mexico and approximately 75 miles northwest of Las Cruces, New Mexico. This is a ranching area within the state of New Mexico; most of the employment activities are related to agriculture. Truth or Consequences is the county seat.. Sierra County contains approximately 4,236 square miles, which includes approximately 56 square miles of water. Farmland is limited to the southern part of the county in the Rio Grande Valley below Caballo Lake State Park. The county is bounded on the West by the Black Range part of The Gila National Forest and on the East by the San Andres Mountains, with peaks above 7,500 feet. The elevation of the city is 4,100 feet. The Rio Grande River bisects the county, providing water for agriculture and recreation.

The area has an arid continental climate characterized by moderately warm summers, mild winters and average rainfall. Average precipitation is approximately fourteen inches per year, with average snowfall being 3 inches per year. Summer temperatures generally range 30 degrees bringing appreciable cooling at night. Daytime winter temperatures generally range between 25 and 40 degrees in the coldest months and night temperatures very rarely fall below zero in the lower elevations of the county, the higher elevations will be much cooler. Humidity is low. Winds are usually light from the West except during late winter and spring. Sierra County has an average growing season of 201 days, from April 10 to early October. The area normally experiences from 75 to 80 percent of the sunshine possible each day.

Farmland is limited to the areas of land along Rio Grande River.

Population:

The population of T or C and Sierra County has remained fairly stable over the past few years or so. According to the US Census Bureau the population of the county in 2020 was 11,576 and within T or C the population was 6,052.

Housing:

Census data reports the total housing units in Sierra County for 2010 as 8,602. Owner occupied housing represents 73.9% while renters occupy 36.1%. Average household size is 2.75.

Summary and Conclusion:

The prospect for overall economic growth in the area is good due to the stability of the federal and state facilities, the established agribusiness, the recreation provided to the state by the two large lakes and numerous state parks in the area, the proposed opening of a new spaceport facility in the southeastern part of the county, and a proposed new NASCAR type racetrack

MARKET AREA ANALYSIS :

Types of Improved Properties:

Commercial:	15%
Industrial:	0%
Residential:	45%
State Parks	20%
Vacant agricultural land:	20%

Recent Market Activity: Within the past few years' development activity has slowed. The

demand for new residential subdivisions has declined with no new subdivisions being considered in this part of the county at this time.

Utilities: Public utilities in the neighborhood include electric and telephone. Many of the homes in the area have utilized septic systems for wastewater treatment. Many also have private wells for drinking water.

PROPERTY DESCRIPTION

Location: 703 Jicarilla Way, eastern Truth or Consequences NM

Access: Is provided by Holden Rd. to N. Bosque to Jicarilla Way.

Size and Shape: Irregular, .222 acre or 9,670.32 SF.

Topography: Mostly level residential lot.

Drainage: Appears adequate.

Site Improvements: The subject lots have been developed into a building lot.

Encroachments or Easements: Those noted on the survey.

Special Amenities: Nice View.

Adverse Influences: None noted.

Flood Zone: The subject is not mapped by FEMA.

Environmental Concerns: There was no apparent evidence that the property is affected by the existence of hazardous substances or detrimental environmental conditions.

Utilities: City utilities are available.

Zoning: R3, residential by the city of Truth or Consequences.

Legal Limitations to Use: The site is zoned as residential. The use as vacant is allowed.

HIGHEST AND BEST USE

The highest and best use of the land is defined as “The reasonably probable and legal use of vacant land or an improved property that is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value. (*The Appraisal of Real Estate, Thirteenth Edition, 2008*). To develop an opinion of the highest and best use there are four steps to be analyzed, which are;

1. Possible use of the site – what uses are physically possible, given the size, shape, and topography of the site.
2. Permissible uses of the site – among the physically possible uses, what are the legally allowed uses given the zoning, easements, and/or deed restrictions.
3. Financially feasible uses of the site – among the uses that are physically possible and legally permissible, what uses would provide a reasonable residual net return to the land
4. Most productive uses of the site – among the financially feasible uses which use would provide the greatest return to the land.

Possible Uses:

The subject site is a residential site. The site is level with utilities. Access is provided off city streets. The uses to the site are many.

Permissible Uses:

The site is zoned as R3, by the City of Truth or Consequences. This zone is for medium density residential. The zone includes site-built homes, manufactured homes and multi family.

Feasible/Productive:

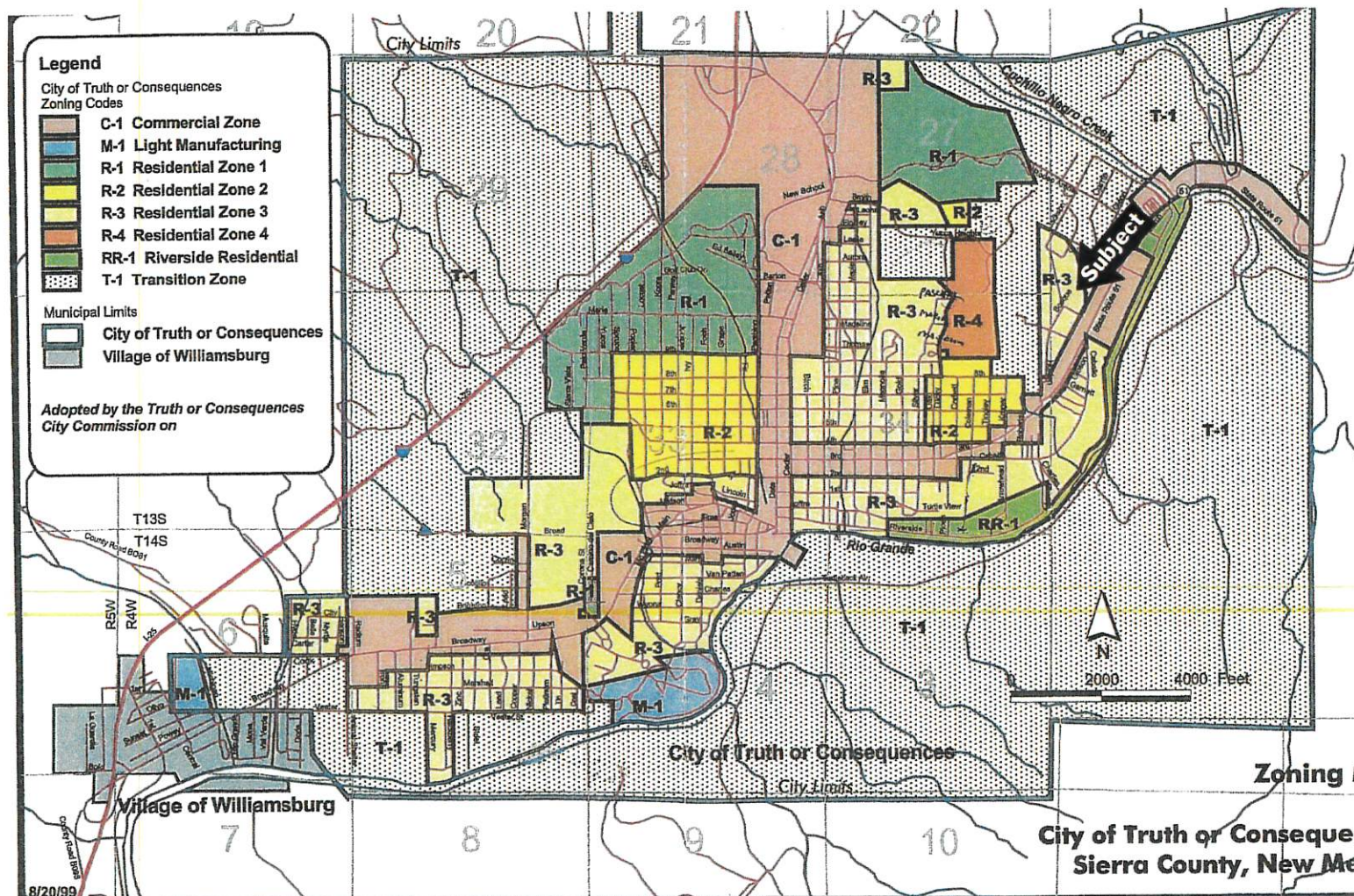
The use as developed meets the all the criteria for the highest and best use analysis as described.

Conclusion:

Based on an analysis of features, factors, and conditions creating, maintaining, or destroying market value in the immediate area, the highest and best use of the subject property at the effective date of this appraisal is concluded to be:

Residential building lot

Value is attributable to the uses to which a property can legally be put in the most reasonable and dependably foreseeable future, which will most likely produce the greatest net return over a given period of time. Use makes value and use must be currently in demand by financially able buyers to have value.



Zoning Map

703 Jicarilla Way
26

THE SALES COMPARISON APPROACH

SUMMARY OF ANALYSIS AND VALUATION

SITE VALUE:

The value of the site is estimated by direct comparison of the subject property with sales or offers of properties with similar characteristics. Analysis of these property sales and comparison of their value influencing qualities to those of the subject produces the indications of value for the subject land as shown in the following table.

Sale#	1	2	3	4
Address	815 Caballo	512 Caballo Rd	911 Caballo	632 N. Ash
MLS/Data Base #	20220535	20233459	20231884	20233508
Sale Price	\$25,000	\$30,000	\$32,000	\$32,000
Size	7000	10790	11200	19,602
Price/SF	\$3.57	\$2.78	\$2.86	\$1.63
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing Terms	Market	Market	Market	Market
Terms Adj.	1.00	1.00	1.00	1.00
Adjusted Price	\$3.57	\$2.78	\$2.86	\$1.63
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Conditions Adj.	1.00	1.00	1.00	1.00
Adjusted Price	\$3.57	\$2.78	\$2.86	\$1.63
Date of Sale	Apr-22	Aug-23	Jan-24	Aug-23
Date Adj.	1.00	1.00	1.00	1.00
Adjusted Price	\$3.57	\$2.78	\$2.86	\$1.63
Adjustments:				
Legal Use	0.00	0.00	0.00	0.00
Physical	0.00	0.00	0.00	0.00
Location	0.00	0.00	0.00	0.00
Size	0.00	0.00	0.00	0.25
Utilities	0.00	0.00	0.00	0.00
Access	0.00	0.00	0.00	0.00
Subject Rating	1.00	1.00	1.00	1.25
Adj. Value/Acre	\$3.57	\$2.78	\$2.86	\$2.04

Indicated value per SF = \$3.00

\$3.00 SF X 9,670.32 SF = \$29,010.96.00

Rounded to \$29,000.00



Lot Sales Map

Discussion of Sales: The sales analyzed in this appraisal are similar in many respects to the subject and different in some characteristics. The various adjustment categories are as follows:

1. Terms of Financing.
2. Conditions of Sale.
3. Date of Sale (Market Conditions).
4. Legal Use (Zoning, Covenants).
5. Physical Characteristics.
6. Location.
7. Relative size of site.
8. Availability of supporting utilities.
9. Quality of access and exposure.

The adjustment criteria and the comparability of the subject and the comparables are discussed below.

Terms of Financing - The subject property is being appraised on a cash equivalent basis. Therefore; if any of the sales were made under either favorable or unfavorable terms, an adjustment may be called for. An example of favorable buyer terms would be below market interest rates, a very small or no down payment or excessive discount points paid by the seller on behalf of the buyer. A downward price adjustment is usually indicated for favorable terms of sales. All sales analyzed were sold for cash or its market equivalent and therefore no adjustment

was considered justified for terms of sale.

Conditions of Sale - This adjustment is made whenever there is evidence that the sale was not "arm's length". That is to say either the buyer or seller was under other than typical motivation to buy or sell. No such conditions were indicated during confirmation of these sales. Therefore; no adjustments were made.

Date of Sale - This adjustment is made to account for increases or decreases in property value over time due to differences in market conditions, supply and demand, etc. Paired sales analysis for this type of property in the Sierras County area indicates a stable level of prices over the past five or so years. There can be dramatic changes in property prices in specific neighborhoods due to impact of new development such as the construction of a large mall, new interstate access, road improvements, etc. The sales analyzed were all located in stable neighborhoods undergoing normal growth.

Legal Use - The difference in permitted uses and density of use for the subject and the sales is important in considering comparability. Generally, properties with the same zoning are considered equal unless there is a protective covenant or other encumbrance restricting use. Properties with different zoning but the same general highest and best use are also considered similar. When differences in zoning or other limitations to use affect the reasons for purchasing a property or its density of use, then an adjustment is made. All sales were considered to be comparable to the subject in terms of legal use.

Physical Characteristics - The physical characteristics of the site including shape, topography, drainage, frontage, and soil conditions are important in considering the comparability of properties.

Location - Nothing affecting real estate value is more significant than the location of the property. Whenever possible sales are used that have similar location and neighborhood characteristics. The appraiser attempts to conclude whether the market recognizes that a property is superior, similar or inferior to another in terms of location characteristics.

Size - The relative size of a sale tract as compared to the subject may have an effect on the value. Typically, all other things being similar, a larger tract will sell for less per unit of sale, i.e. square foot or acre, than a smaller tract. Particularly if a tract is likely to be divided one or more times prior to its final use it will sell for less than a similar tract at a size typical of final highest and best use.

Utilities - The availability of supporting utilities is very important in analyzing the comparability of sales to the subject. Most land tracts require basic support utilities such as electricity, water, sewage treatment, and telephone prior to being utilized for any type of high-density use including residential. Adjustment must be made to account for the lack of a necessary utility and/or the cost of extending or providing it.

Access - The ease of access and amount of exposure can be very important criteria affecting the value of real property. Particularly for commercial real estate, ease of access and good traffic exposure are often the most important characteristics.

Discussion of comparable sales- The sales used are the most recent most similar sales to the subject the appraiser could find. All adjustment are based on market and using the sales within the grid as matched similar. MLS data sheets are included within the addendum and may not be reproduced without written consent of the appraiser.

RECONCILIATION AND FINAL VALUE CONCLUSION

All approaches to value are based upon market data. However, each approach deals with market data differently due to the assumptions or point of view upon which each analysis is based. Each of the property value indications was for the most part, developed independently, and the purpose of the reconciliation analysis is to reevaluate the strength of each approach compared with the others. The value indications developed and the relative weight given each approach are as follows:

Value by Sales Comparison Approach	\$29,000
Value by Cost Approach	Not Developed
Value by Income Approach	Not Developed
Indicated Value	\$29,000.00
Rounded to	\$29,000.00

That approach in which the appraiser has the most confidence is accordingly given the greatest consideration in the final value estimate. This implies a sufficient quantity of data, which reflects the attitudes of purchasers of this type of property, and maximum data reliability and comparability. The basic assumption underlying all approaches to market value is the principle of substitution, which essentially suggests that a prudent purchaser will not pay more for any particular property than the cost of acquiring a substitute in the open market, and that the purchaser is aware of and does consider alternate properties in the process of his ultimate selection.

FINAL VALUE CONCLUSION

Therefore it is my conclusion, based upon an inspection of the property and data gathered in the investigation as related in this report that the market value of the subject property as of the date of inspection of the subject property is as follows

703 Jicarilla Way

\$29,000.00

MORRIS APPRAISAL SERVICES, INC.

SPECIALIZING IN RURAL, FARM AND RANCH PROPERTIES

LEE MORRIS

PO Box 1119

LAS CRUCES, NEW MEXICO 88004
(575) / 636-2003

CERTIFICATION:

I certify that, to the best of my knowledge and belief:

- * The statements of fact contained in this report are true and correct.
- * The reported analyzes, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyzes, opinions, and conclusions.
- * I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- * I have not provided services regarding the subject property in the three years immediately preceding acceptance of this assignment, as an appraiser or in any other capacity
- * I have no bias with respect to the property that is the subject of this report or the parties involved with the assignment.
- * My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- * My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- * My analyzes, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice
- * I made a personal inspection of the property that is the subject of this report.
- * No one provided significant professional assistance to the person signing this report.

Respectfully submitted,



Lee Morris, MNAA

Date: December 1, 2024

HARVEY LEE MORRIS

PO Box 1119
Las Cruces, NM 88004
575-640-7060 - Cell

CAREER EXPERIENCE

01/02 - Present, Morris Appraisal Services, Inc. 575-636-2003

Self-employed real estate appraiser and construction inspector. I provide all types of agricultural appraisals, farms, ranches, rural residential, agriculture related businesses, simple to complex residential, simple to complex multi-family, simple to complex commercial, and new and proposed sub-division work. I have performed appraisal assignments on gravel and rock quarries and working precious mineral mining claims, diminution of value due to forest fires, road easements, partial and whole takings, for litigation and other purposes. I have completed large commercial projects, and for various governmental agencies such as universities, counties, cities, and state land offices, where sensitivity to the public concerns were paramount. I have been an expert witness for small to very large claims and have been an integral part of the settlement process, working as an independent valuation consultant. I also provide review appraisals for litigation purposes, banks, and others as requested. As an independent appraiser I am able to provide appraisal and study services for a wide variety of assignments. I also provide construction inspection and consulting services to a variety of customers to include residential, commercial, industrial, underground and civil. I previously served on the New Mexico Board of Real Estate Appraisers and was chairman of the board. Currently certified as MNAA by the National Association of Appraisers. **New Mexico Certified General Appraiser #02932-G.**

1989-01/2002- all of these years were in the construction industry

I spent the previous years working the construction industry. I held many positions from general contractor/owner, to owner's representative, to project manager, to superintendent, to equipment operator, carpenter, and laborer. I have been involved with many projects ranging in scope from

underground utilities to large institutional buildings. I have built or overseen the construction of civil projects from underground to surface, residential project to include houses to apartments, commercial buildings such as retail and restaurants, to institutional buildings such as 572 bed detention facility, preservation of an historic school which was remodeled into a district court building. At the completion of both of the detention and courtroom facilities I remained with the county and was responsible for the operation and training for both of these facilities.

PROFESSIONAL SEMINARS ATTENDED

Desktop Valuations, Sponsored by Columbia Institute, Las Cruces NM, March 2020

Performing USPAP Compliant Reviews, Sponsored by Columbia Institute, Las Cruces NM, March 2020

2020-21 USPAP Update, Sponsored by Columbia Institute, Las Cruces NM, March 2020

Appraisal of Small Residential Properties, Sponsored by Columbia Institute, Las Cruces NM March 2020.

Redflags in the appraisal process, Sponsored by Columbia Institute, Las Cruces NM, March 2018

ANSI measurement Standards, Sponsored by Columbia Institute, Las Cruces NM, March 2018

USPAP update 2018, Sponsored by Columbia Institute, Las Cruces NM, March 2018

USPAP update 2016, Sponsored by Columbia Institute, Las Cruces NM, February 2016

Integrated Approach's to Value, Denver CO, June 2014, Sponsored by ASFMRA

Eminent Domain April 2014, Denver CO, Sponsored by ASFRMA.

USPAP update 2014, Sponsored by Columbia Institute, Albuquerque NM, February 2014

General Appraiser Report Writing and Case Studies, sponsored by the Appraisal Institute, Dallas TX, October 2013

15 hour USPAP, Sponsored by Columbia Institute, Albuquerque NM 6/2013

Highest and Best Use, sponsored by ASFMRA, Denver CO. 8/2012

USPAP update 2012, 2/2012, sponsored by ASFMRA.

The requirements of Yellow Book, August 2011, Sponsored by the American Society of Farm Managers and Rural appraisers, Denver CO.

Analyzing Distressed Real Estate; April 2010 Sponsored By The Appraisal Institute, Online

USPAP Update 2010; Sponsored by the American Society of Farm Managers & Rural Appraisers, Ruidoso NM.

Attacking and Defending an Appraisal in Litigation: sponsored by the Appraisal Institute. El Paso TX.

USPAP Update 2008; Sponsored by the American Society of Farm Managers & Rural Appraisers, Ruidoso NM.

Advanced Approaches to Value for Rural Appraisal; 2007. Sponsored by American Society of Farm Managers & Rural Appraisers, Kansas City, KS.

Intermediate Approaches to Value for Rural Appraisal; 2007. Sponsored by American Society of Farm Managers & Rural Appraisers, Denver, CO.

Basic Income Capitalization; 2007. Sponsored by Appraisal Institute, Dallas, TX.

USPAP Update; 2006. Sponsored by Appraisal Institute, Albuquerque, NM.

FHA and the New Residential Appraisal Forms; 2006. Sponsored by Appraisal Institute, Albuquerque, NM.

Appraisal Consulting; 2006. Sponsored by Appraisal Institute, Albuquerque, NM.

Appraising from Blueprints and Specs; 2005. Sponsored by Appraisal Institute, Las Cruces, NM.

2004 Rules and Regulations and Statues Update for Appraisers; 2005. New Mexico Licensing and Regulation Department, Las Cruces, NM.

NM Real Estate Disclosure Law; 2004. Sponsored by Appraisal Institute, Albuquerque, NM.

Mobile Home Manufacture Review; 2004. National Association of Fee Appraisers, Albuquerque, NM.

USPAP Update; 2004. National Association of Fee Appraisers, Albuquerque, NM
Mobile/Manufactured Home Review; 2004. Sponsored by National Association of

Independent Fee Appraisers, Albuquerque, NM.

Online Appraising From Blueprints and Specifications; 2003. Sponsored by Appraisal Institute.

Rural Appraisal, 2002. New Mexico State University, Las Cruces, NM.

USPAP; 2001. Sponsored by National Association of Fee Appraisers, El Paso, TX.

5.0 Professional Standards of Practice; 2001. Sponsored by National Association of Independent Fee Appraisers, El Paso, TX.

Real Estate Law; 2000. New Mexico State University, Las Cruces, NM.

Principles of Finance, 2000. New Mexico State University, Las Cruces, NM.

Principles of Real Estate, Real Estate Law, Real Estate Valuation, Rural Appraisal; 2000. New Mexico State University, Las Cruces, NM.

Real Estate Valuation, 2000. New Mexico State University, Las Cruces, NM.

EDUCATION

New Mexico State University; Las Cruces, NM, 3.54 GPA. Crimson Scholar, Bachelor's Degree, May 2013. Copy of transcript available on request.

New Mexico State University; Las Cruces, NM, 1993 - 1994, 3.66 GPA. Real Estate, Business Finance, and Economics.

New Mexico State University, Las Cruces, NM, 1976 - 1978. Accounting and Small Business Administration.

ORGANIZATIONS

Member; New Mexico Real Estate Appraiser Board. 2009-2011

MNAA, Charter Member of The National Association of Appraisers

REFERENCES

1st New Mexico Bank
Chuck Widger
3000 E. Lohman
Las Cruces, NM 88011
575-556-3000

Farm Credit of New Mexico
Richard Armijo ARA, Vice President
PO Box 15039
Las Cruces, NM 88004
575-528-7104
703 Jicarilla Way
39

Dan Delaney Real Estate
Dan Delaney
318 W. Amador Avenue
Las Cruces, NM 88005
575-647-5041

CRUA
Brent Westmoreland, Executive Director
Las Cruces NM 88007
575-649-9349

Partial Client List

New Mexico State University
Liberty Mutual Insurance
First NM Bank
Doña Ana County
City of Las Cruces
Turner Branch Law Firm
Farm Credit of Missouri
Cadigan Law Firm

New Mexico State Land Office
Cochiti Pueblo
Wells Fargo
Otero County
Joseph Holmes, Attorney
Farm Credit of NM
Boy Scouts of America

Expert witness in:

Bernalillo County District Court
Doña Ana County District Court
Federal Bankruptcy Court

Partial Court Case List.

D-1329-CV-2018-02242

D-1329-CV-2012-01665

D-1329-CV-2013-01224, 01223



NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

State of New Mexico



Real Estate Appraisers

HEREBY CERTIFIES THAT

Harvey Lee Morris

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

General Certified Appraiser

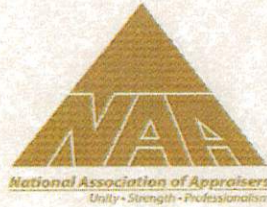
License No. 02932-G

Issued 01/28/2008

Expires 04/30/2026

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

National Association of Appraisers



This is to Certify that

Harvey L. Morris

Has formally qualified for membership in the National Association of Appraisers
and has been accepted as such and designated by the Board of Directors as a

Member

National Association of Appraisers

MNAA

and is entitled to all rights and privileges appertaining thereto.

Teresa D. Walker, Administrator



Laurie E. Egan, MNAA, President
Reissued: April 28, 2013

Member No. 24

A D D E N D U M

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 81152**Date:** 11/26/2024**Requisition #:** 93519**Vendor #:** 8806

ISSUED TO: MORRIS APPRAISAL SERVICE INC
Attn: LEE MORRIS
PO BOX 1119
LAS CRUCES, NM 88004-

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1		703 JICARILLA WAY APPRAISAL	101-1010-48598		2,000.00	2,163.75
2	1		1515/1517 PROPERTY APPRAISAL	101-1010-48598		2,000.00	2,163.75

Chief Purchasing Office

Date:

11/26/24

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

SUBTOTAL:	4,000.00
TOTAL TAX:	327.50
SHIPPING:	0.00
TOTAL	4,327.50

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007

703 Jicarilla Way

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[Click to Print](#)

Owner Information

Owner #:13932 **District:**6 IN
Name: CITY OF T OR C
Co Name:
Address1:
Address2: 505 SIMS STREET
City: T OR C **State:** NM **Zip Code:** 87901

Estimated Taxes for Owner

Estimated Tax Estimated Year used
\$0.00 2024

[Calculate Estimated Tax](#)

Recap Value Information

Central Full Value	0	Full Value	20040
Land Full Value	20040	Taxable Value	6680
Improvements Full value	0	Exempt Value	6680
Personal Property Full Value	0	Net Value	0
Manufactured Home Full Value	0		
Livestock Full Value	0		

Property Information

Property Code:3020078494070

Book: 138
Page:3234
Reception#:202201442

Physical Address:
703 JICARILLA

Bldg:
Apt:

Subdivision MIMS 3RD SUB REPLAT
Subdivision Details: BLOCK 4-A LOT
LOT 6

Appraisal Information

Basement Sq. Ft. 0 First Floor Sq. Ft. 1 Second Floor Sq. Ft. 0 Year built 0

Property Value Information

007 Residential Other Exemptions 0.00 6680

Assessor Report

703 Jicarilla Way
46

MLS # 20220535

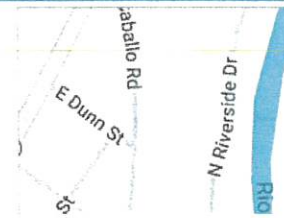
Address: 815 Caballo Road

Page 1 of 3

PRIMARY INFORMATION



Address	815 Caballo Road	MLS #	20220535
Asking Price	\$25,000	Sale/Rent	For Sale
Total # of Acres		Class	LAND
Status	Sold-In House	Lot	
Legal	N20' of lot 58 all of	City	Truth Or
Description	lot 59 Block 17	Consequences	
	Happy Acres	State	NM
		County	Sierra County
		Zip	87935
		Days On Market	66



BROKER / BROKERAGE INFORMATION

Broker	RACHEL WOODARD - CELL: 575-740-0012	List Team	
Listing Broker Email	rachelhomesteaders@gmail.com	Transaction Coordinator	No
Broker 1 License #	17450	Transaction Coordinator Name	
Listing Office 1	HOMESTEADERS REALTY - OFFC: 575-744-5283	Office Broker	CATHY VICKERS
		Office Broker License #	17450
Listing Broker 2		Covenants	
Listing Broker 2 License #		Apx Sq Ft	
Listing Office 2		Estate Owned	
QB Name	Rachel Woodard	Assumable Y/N	
QB License #	17450	Sold Price per Acre	
Address 2			
Structure			
Special Finance			
Municipal Water	Y		
Type of Listing			
Days On MLS	66		

PROPERTY INFORMATION

Comp Only	No	Parcel ID or Uniform Parcel Code	3020078417167
Comp Type		Zoned	
Non-Branded Virtual Showing	No	Extra Territorial Zoning	
Showing Instructions	Vacant lot show anytime	Home Owner Assoc	No
Directions		Public Improvement Dist	No
Owner (Recorded Name)	Southwest Zoe Properties LLC	Subdivision	
Sellers NMREC Licensee	No	Original Price	\$25,000
Lot Land Size	50X140	Lease Hold	
Sq Ft Source			
Lot Size Irregular	No		
Water Rights Y/N	No		
Water Acreage Feet			
Acres-Range			
Acres-Pasture			
Acres-Dry Farm			
Acres-Cultivated			
Acres-Irrigated			
Acres-Orchard			
Acres-Private			
Acres-BLM			
Acres-Forest			
Acres-Deeded			
Acres-State			
Acres-Other			

SECONDARY PROPERTY INFORMATION

Gas	Y
Septic	Y
Municipal Sewer	Y
Electricity	Y

MLS #: 20220535

11/30/2024 12:06 PM

Page 1 of 3

Audio/video surveillance?	No
Geocode Quality	

703 Jicarilla Way

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MLS # 20220535

Address: 815 Caballo Road

Search By Map
Associated Document Count 0
Additional Utilities Info

Page 2 of 3

Well N
Total Baths**DATA DISSEMINATION**

Internet Y/N	Yes	VOW Include	Yes
VOW Address	Yes	VOW Comment	No
VOW AVM	No	IDX Include	Y
Homesnap Facebook Market	Yes	Automated Valuation	Yes
Blogging	Yes	Realtor.com	Yes
List Hub	Yes	CoStar/Homes.com	Yes
Move	Yes	CoStar/Homesnap.com	Yes
Smarter Agent	Yes	Terradatum	Yes

FEATURES

FLOOD ZONE	GAS	SEWER	WATER
No	Natural Gas	City	City
ELECTRIC	On-Site	Near-Site	On-Site
On-Site		Septic-Existing	
Overhead		TERRAIN	
		Flat	

FINANCIAL INFORMATION

Seller Pays NM GRT?	Yes	Taxes \$	\$99.61
GRT Code	21124 - Truth or Consequences	Tax Year	21
Short Sale	No	Owner Financing	No
REO/Bank Owned	No	Auction	No
3rd Party Approval	No	Assessments 1	
Court Approval	No	Assessments 2	
List Type	Exclusive Right to Sell	Financial Remarks	
Sole & Separate Agreement			

IMPORTANT DATES

Listing Date	2/1/2022	Input Date	2/1/2022 4:53 PM
Expiration Date	12/31/2022	Status Date	4/11/2022
Off Market Date	4/8/2022	Price Date	2/1/2022
Update Date	4/11/2022 9:52 AM	HotSheet Date	4/11/2022
Buyer Contingency Deadline		Auction Date	
Time Off Market			

INFORMATION DISSEMINATIONBroker Hit Count 6
Client Hit Count 1
Picture Count 14**BROKER ONLY REMARKS**

Broker Only Remarks

PUBLIC & SYNDICATION REMARKSPublic Remarks 50X140 City lot overlooking Riverside drive and the Rio Grande River.
Syndication Remarks**SOLD INFORMATION**

Contract Date	3/9/2022	Selling Broker 1	RACHEL WOODARD - CELL: 575-740-0012
Closing Date	4/8/2022	Selling Office 1	HOMESTEADERS REALTY - OFFC: 575-744-5283
How Sold	Cash	Selling Broker 2	
Sale Type	Arm Length Sale (Unrelated Parties Acting in their Own)	Selling Office 2	
Sold Price	\$25,000	Sell Team	
Sold Price Per SQFT		Additional Comments	
Final Seller Concession			

ADDITIONAL PICTURES

MLS #: 20220535

11/30/2024 12:06 PM

Page 2 of 3

Lot Sale #1703 Jicarilla Way
48

MLS # 20233459

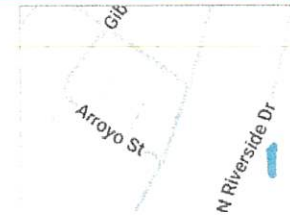
Address: 512 Caballo Road

Page 1 of 3

PRIMARY INFORMATION



Address	512 Caballo Road	MLS #	20233459
Asking Price	\$34,900	Sale/Rent	For Sale
Total # of Acres		Class	LAND
Status	Sold-In House	Type	Lot
Legal	Mims 1st Sub,	City	Truth Or
Description	Block 8, Lots 5-7		Consequences
		State	NM
		County	Sierra County
		Zip	87901
		Days On Market	3



BROKER / BROKERAGE INFORMATION

Broker	CINDY L TORRES - CELL: 575-740-0010	List Team	
Listing Broker Email	cindy@plazarealtynm.com	Transaction Coordinator	No
Broker 1 License #	8410	Transaction Coordinator Name	
Listing Office 1	PLAZA REALTY - OFFC: 575-744-5140	Office Broker	EARL GREER
Listing Broker 2		Office Broker License #	8410
Listing Broker 2 License #		Covenants	
Listing Office 2		Apx Sq Ft	
QB Name	Greer	Estate Owned	
QB License #	14717	Assumable Y/N	
Address 2		Sold Price per Acre	
Structure			
Special Finance			
Municipal Water	Y		
Type of Listing			
Days On MLS	2		

PROPERTY INFORMATION

Comp Only	No	Parcel ID or Uniform Parcel Code	3020078455271
Comp Type		Zoned	
Non-Branded Virtual Showing	No	Extra Territorial Zoning	
Showing Instructions	Drive by & Show	Home Owner Assoc	No
Directions		Public Improvement Dist	No
Owner (Recorded Name)	Andres E. Sanchez & Marilyn D. Sanchez	Subdivision	
Sellers NMREC Licensee	No	Original Price	\$34,900
Lot Land Size	93' x 122' x 91' x 134'	Lease Hold	
Sq Ft Source			
Lot Size Irregular	Yes		
Water Rights Y/N			
Water Acreage Feet			
Acres-Range			
Acres-Pasture			
Acres-Dry Farm			
Acres-Cultivated			
Acres-Irrigated			
Acres-Orchard			
Acres-Private			
Acres-BLM			
Acres-Forest			
Acres-Deeded			
Acres-State			
Acres-Other			

SECONDARY PROPERTY INFORMATION

Gas	N	Audio/video surveillance?	No
Septic	N	Geocode Quality	
Municipal Sewer	Y	Search By Map	
Electricity	Y	Associated Document Count	0
Well	N	Additional Utilities Info	
Total Baths			

MLS #: 20233459

11/30/2024 12:06 PM

Page 1 of 3

703 Jicarilla Way

49

MLS # 20233459

Address: 512 Caballo Road

Page 2 of 3

DATA DISSEMINATION

Internet Y/N	Yes	VOW Include	Yes
VOW Address	Yes	VOW Comment	No
VOW AVM	No	IDX Include	Y
Homesnap Facebook Market	Yes	Automated Valuation	No
Blogging	No	Realtor.com	Yes
List Hub	Yes	CoStar/Homes.com	Yes
Move	Yes	CoStar/Homesnap.com	Yes
Smarter Agent	Yes	Terradatum	Yes

FEATURES

ACCESS TO PROPERTY	GAS	SEWER	TERRAIN
Driveway To City Street	Near-Site	City	Flat
FLOOD ZONE	IMPROVEMENTS	TERMS OF SALE	WATER
Unknown	Fence	Cash	City
ELECTRIC	POSSESSION	Conventional	
On-Site	Upon Funding		

FINANCIAL INFORMATION

Seller Pays NM GRT?	Yes	Taxes \$	\$133.86
GRT Code	21124 - Truth or Consequences	Tax Year	22
Short Sale	No	Owner Financing	No
REO/Bank Owned	No	Auction	No
3rd Party Approval	No	Assessments 1	
Court Approval	No	Assessments 2	
List Type	Exclusive Right to Sell	Financial Remarks	Tax info includes Vet Exemption of \$4,000.00
Sole & Separate Agreement	No		

IMPORTANT DATES

Listing Date	7/5/2023	Input Date	7/6/2023 10:22 AM
Expiration Date	1/4/2024	Status Date	8/17/2023
Off Market Date	8/14/2023	Price Date	8/17/2023
Update Date	8/17/2023 9:22 AM	HotSheet Date	8/17/2023
Buyer Contingency Deadline		Auction Date	
Time Off Market			

INFORMATION DISSEMINATION

Broker Hit Count 9
Client Hit Count 0
Picture Count 4

BROKER ONLY REMARKS

Broker Only Remarks

PUBLIC & SYNDICATION REMARKS

Public Remarks Nice, level, fenced lot on Caballo Road has RV port/carport. Property has been vacant for several years. Condition of utilities is unknown and buyers/brokers are advised to complete inspections to their satisfaction/acceptance. No natural gas on property - prior occupants used propane. Conveniently located just minutes from downtown T or C and Elephant Butte, this could be a great location for you and all your lake toys! Drive by and take a look!

Syndication Remarks Offered by Cindy Torres, cell # 575-740-0010 and Plaza Realty 575-744-5140! Nice, level, fenced lot on Caballo Road has RV port /carport. Property has been vacant for several years. Condition of utilities is unknown and buyers/brokers are advised to complete inspections to their satisfaction/acceptance. No natural gas on property - prior occupants used propane. Conveniently located just minutes from downtown T or C and Elephant Butte, this could be a great location for you and all your lake toys! Drive by and take a look!

SOLD INFORMATION

Contract Date	7/11/2023	Selling Broker 1	CINDY L TORRES - CELL: 575-740-0010
Closing Date	8/14/2023	Selling Office 1	PLAZA REALTY - OFFC: 575-744-5140
How Sold	Cash	Selling Broker 2	
Sale Type	Arm Length Sale (Unrelated Parties Acting in their Own)	Selling Office 2	
Sold Price	\$30,000	Sell Team	
Sold Price Per SQFT		Additional Comments	
Final Seller Concession			

ADDITIONAL PICTURES

MLS #: 20233459

11/30/2024 12:06 PM

Page 2 of 3

Lot Sale #2

703 Jicarilla Way

50

MLS # 20231884

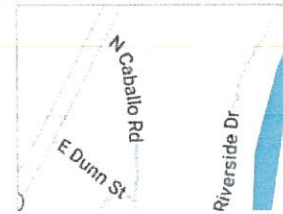
Address: 911 Caballo Road

Page 1 of 2

PRIMARY INFORMATION



Address	911 Caballo Road	MLS #	20231884
Asking Price	\$32,000	Sale/Rent	For Sale
Total # of Acres		Class	LAND
Status	Sold-In House	Type	Lot
Legal Description	Happy Acres, Block 17, N2 Lot 65, All Lots 66,67,68	City	Truth Or Consequences
		State	NM
		County	Sierra County
		Zip	87901
		Days On Market	151



BROKER / BROKERAGE INFORMATION

Broker	SIDNEY BRYAN - OFFC: 575-894-0037	List Team	
Listing Broker Email	seaproptorc@yahoo.com	Transaction Coordinator	No
Broker 1 License #	16333	Transaction Coordinator Name	
Listing Office 1	SEA PROPERTIES LTD - OFFC: 575-894-0037	Office Broker	SIDNEY BRYAN
		Office Broker License #	16333
Listing Broker 2		Covenants	
Listing Broker 2 License #		Apx Sq Ft	
Listing Office 2		Estate Owned	
QB Name	Sidney S Bryan	Assumable Y/N	
QB License #	16333	Sold Price per Acre	
Address 2			
Structure			
Special Finance			
Municipal Water	Y		
Type of Listing			
Days On MLS	151		

PROPERTY INFORMATION

Comp Only	No	Parcel ID or Uniform Parcel Code	3 020 078 418 142
Comp Type		Zoned	
Non-Branded Virtual Showing	No	Extra Territorial Zoning	
Showing Instructions	vacant land	Home Owner Assoc	No
Directions		Public Improvement Dist	No
Owner (Recorded Name)	Sidney S Bryan	Subdivision	
Sellers NMREC Licensee	Yes	Original Price	\$32,000
Lot Land Size	140 x 80	Lease Hold	
Sq Ft Source			
Lot Size Irregular	No		
Water Rights Y/N			
Water Acreage Feet			
Acres-Range			
Acres-Pasture			
Acres-Dry Farm			
Acres-Cultivated			
Acres-Irrigated			
Acres-Orchard			
Acres-Private			
Acres-BLM			
Acres-Forest			
Acres-Deeded			
Acres-State			
Acres-Other			

SECONDARY PROPERTY INFORMATION

Gas	N
Septic	N
Municipal Sewer	Y
Electricity	N

MLS #: 20231884

11/30/2024 12:07 PM

Page 1 of 2

Audio/video surveillance?	No
Geocode Quality	

703 Jicarilla Way

51

MLS # 20231884

Address: 911 Caballo Road

Search By Map
Associated Document Count 0
Additional Utilities Info

Page 2 of 2

Well N
Total Baths**DATA DISSEMINATION**

Internet Y/N	Yes	VOW Include	Yes
VOW Address	Yes	VOW Comment	No
VOW AVM	Yes	IDX Include	Y
Homesnap Facebook Market	Yes	Automated Valuation	Yes
Blogging	No	Realtor.com	Yes
List Hub	Yes	CoStar/Homes.com	Yes
Move	Yes	CoStar/Homesnap.com	Yes
Smarter Agent	Yes	Terradatum	Yes

FEATURES**FLOOD ZONE**

Unknown

WATER

On-Site

FINANCIAL INFORMATION

Seller Pays NM GRT?	Yes	Taxes \$	\$178.73
GRT Code	21124 -- Truth or Consequences	Tax Year	2022
Short Sale	No	Owner Financing	No
REO/Bank Owned	No	Auction	No
3rd Party Approval	No	Assessments 1	
Court Approval	No	Assessments 2	
List Type	Exclusive Right to Sell	Financial Remarks	
Sole & Separate Agreement			

IMPORTANT DATES

Listing Date	4/24/2023	Input Date	4/24/2023 2:28 PM
Expiration Date	4/18/2024	Status Date	2/13/2024
Off Market Date	1/5/2024	Price Date	4/24/2023
Update Date	2/13/2024 4:03 PM	HotSheet Date	2/13/2024
Buyer Contingency Deadline		Auction Date	
Time Off Market			

INFORMATION DISSEMINATIONBroker Hit Count 18
Client Hit Count 1
Picture Count 1**BROKER ONLY REMARKS**

Broker Only Remarks

PUBLIC & SYNDICATION REMARKSPublic Remarks
Syndication Remarks**SOLD INFORMATION**

Contract Date	10/31/2023	Selling Broker 1	SIDNEY BRYAN - OFFC: 575-894-0037
Closing Date	1/5/2024	Selling Office 1	SEA PROPERTIES LTD - OFFC: 575-894-0037
How Sold	Cash	Selling Broker 2	
Sale Type	Arm Length Sale (Unrelated Parties Acting in their Own)	Selling Office 2	
Sold Price	\$32,000	Sell Team	
Sold Price Per SQFT		Additional Comments	
Final Seller Concession			

DISCLAIMER

This information is deemed reliable, but not guaranteed. COPYRIGHT©2024 New Mexico Multiple Listing Service dba New Mexico MLS.

MLS #: 20231884

11/30/2024 12:07 PM

Page 2 of 2

Lot Sale #3

703 Jicarilla Way

52

MLS # 20233508

Address: 632 N ASH Street

Page 1 of 3

PRIMARY INFORMATION



Address	632 N ASH Street	MLS #	20233508
Asking Price	\$34,000	Sale/Rent	For Sale
Total # of Acres	0.4500	Class	LAND
Status	Sold-In House	Type	Lot
Legal Description	Lots 1 -6 Block 23, Orig Townsite of Hot Springs, Subdivision in the City of T or C	City	Truth Or Consequences
		State	NM
		County	Sierra County
		Zip	87901



BROKER / BROKERAGE INFORMATION

Broker	LANEER K WRYE - OFF: 575-740-2711	List Team	
Listing Broker Email	laneerwrye@gmail.com	Transaction Coordinator	No
Broker 1 License #	19153	Transaction Coordinator Name	
Listing Office 1	CRIPPLE CREEK REALTY - OFF: 575-740-2711	Office Broker	LANEER WRYE
		Office Broker License #	19153
Listing Broker 2		Covenants	
Listing Broker 2 License #		Apx Sq Ft	
Listing Office 2		Estate Owned	
QB Name	LANEER K WRYE	Assumable Y/N	
QB License #	19153	Sold Price per Acre	\$71,111.11
Address 2			
Structure			
Special Finance			
Municipal Water	N		
Type of Listing			

PROPERTY INFORMATION

Comp Only	No	Parcel ID or Uniform Parcel Code	0
Comp Type		Zoned	
Non-Branded Virtual Showing	No	Extra Territorial Zoning	
Showing Instructions	Drive by	Home Owner Assoc	No
Directions	Sits on the Corner of Ash and E 7th. Across from the cemetery. Metal posts around it.	Public Improvement Dist	No
Owner (Recorded Name)	Ed and Jeanne Stalhood	Subdivision	
Sellers NMREC Licensee	No	Original Price	\$34,000
Lot Land Size	.45	Lease Hold	
Sq Ft Source			
Lot Size Irregular	No		
Water Rights Y/N			
Water Acreage Feet			
Acres-Range			
Acres-Pasture			
Acres-Dry Farm			
Acres-Cultivated			
Acres-Irrigated			
Acres-Orchard			
Acres-Private			
Acres-BLM			
Acres-Forest			
Acres-Deeded			
Acres-State			
Acres-Other			

SECONDARY PROPERTY INFORMATION

MLS #: 20233508

12/01/2024 10:29 AM

Page 1 of 3

MLS # 20233508

Address: 632 N ASH Street

Page 2 of 3

Septic N
 Municipal Sewer N
 Electricity N
 Well N
 Total Baths

Audio/video surveillance? No
 Geocode Quality
 Search By Map
 Associated Document Count 1
 Additional Utilities Info ALL UTILITIES IN THE STREET WATER,
 ELECTRIC AND GAS

DATA DISSEMINATION

Internet Y/N	Yes	VOW Include	Yes
VOW Address	Yes	VOW Comment	No
VOW AVM	No	IDX Include	Y
Homesnap Facebook Market	Yes	Automated Valuation	Yes
Blogging	Yes	Realtor.com	Yes
List Hub	Yes	CoStar/Homes.com	Yes
Move	Yes	CoStar/Homesnap.com	Yes
Smarter Agent	Yes	Terradatum	Yes

FEATURES

FLOOD ZONE Unknown	POSSESSION Upon Closing Upon Funding	TERMS OF SALE Cash Conventional	WATER City Near-Site
ELECTRIC Near-Site	SEWER City Near-Site	TERRAIN Flat Desert	DOCUMENTS ON FILE Legal Description Survey
IMPROVEMENTS Curb & Gutter Road-Paved	SOIL TYPE Gravel Sandy		

FINANCIAL INFORMATION

Seller Pays NM GRT?	Yes	Taxes \$	\$0.00
GRT Code	21124 - Truth or Consequences	Tax Year	2023
Short Sale	No	Owner Financing	No
REO/Bank Owned	No	Auction	No
3rd Party Approval	No	Assessments 1	
Court Approval	No	Assessments 2	
List Type	Exclusive Right to Sell	Financial Remarks	
Sole & Separate Agreement			

IMPORTANT DATES

Listing Date	7/5/2023	Input Date	7/7/2023 2:37 PM
Expiration Date	1/5/2024	Status Date	8/20/2023
Off Market Date	8/11/2023	Price Date	8/20/2023
Update Date	8/20/2023 3:55 PM	HotSheet Date	8/20/2023
Buyer Contingency Deadline		Auction Date	
Time Off Market			

INFORMATION DISSEMINATION

Broker Hit Count 4
 Client Hit Count 0
 Picture Count 4

BROKER ONLY REMARKS

Broker Only Remarks

PUBLIC & SYNDICATION REMARKS

Public Remarks Nice corner r.46 acre lot. Cleared off; ready for your home. Utilities all in the street. Near downtown T or C Close to Schools, Hospital, Doctors. Build your custom home on this nice lot. Just blocks off of Date Street.

Syndication Remarks Nice corner .46 acre lot. Cleared off; ready for your home. Utilities all in the street. Near downtown T or C Close to Schools, Hospital, Doctors. Build your custom home on this nice lot. Just blocks off of Date Street. \$34,000.00 Call LaNeer @ 575-740-2711 Cripple Creek Realty.

SOLD INFORMATION

Contract Date 7/9/2023
 Closing Date 8/11/2023
 How Sold Conventional
 Sale Type Arm Length Sale (Unrelated Parties Acting in their Own)
 Sale Price N \$32,000

MLS #: 20233508

12/01/2024 10:23 AM
 Selling Broker 1
 Selling Office 1
 Selling Broker 2
 Selling Office 2

LANEER K WRYE - OFF: 575-740-2711
 CRIPPLE CREEK REALTY - OFF: 575-740-2711

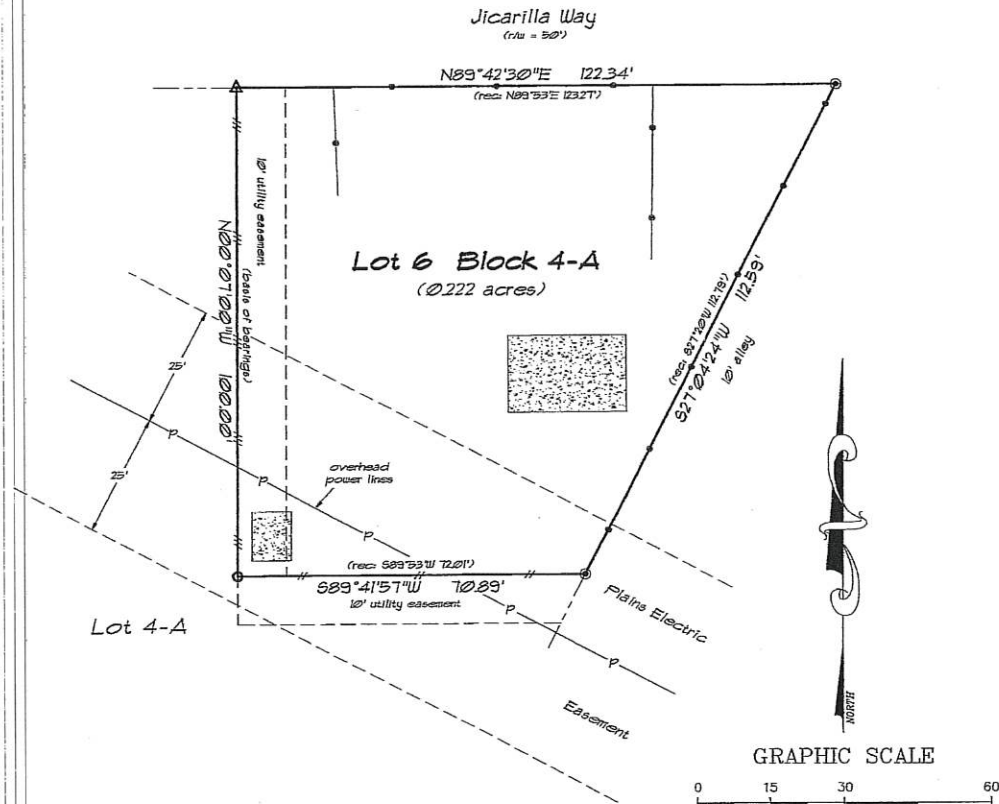
Lot Sale #4

703 Jicarilla Way

54

BOUNDARY SURVEY PLAT

of Lot 6, Block 4-A,
Amended Replat of Parts of Blocks 7, 8, 9, 12 and 13,
Mims Third Subdivision,
in the City of Truth or Consequences, Sierra County,
New Mexico



Notes:

This lot is subject to easements, restrictions and reservations of record

The lot shown hereon is located within the boundaries of Flood Zone X, "area determined to be outside the 300-year flood plain"

Property address is 703 Jicarilla Way

Use drawing scale to determine measurements when not labeled

Reference:

Account No. 13932

Book 130, Pages 3234-3235, (Special Master's Deed)

UPC 302-007-849-4010

Amended Replat of Parts of Blocks 7, 8, 9, 12 and 13, Mims Third Subdivision
Filed on December 17, 1991, (Plat No. 323, Slide No. 119)

National Flood Insurance Program, Flood Insurance Rate Map Community-Panel
No. 350013 0005 C, (map revised: July 16, 1996)

Legend:

Found "pk" nail w/aluminum tag stamped "NMPLS 12123" ▲

Found 1/2" rebar w/survcap stamped "NMPLS 12123" ○

Found 5/8" rebar w/survcap stamped "RLS 8413" ●

chain link fence ————●—————

board fence ————//—————

rr-tie retaining wall ————///—————

April 26, 2023

Chaparral Surveying, LLC

Professional Land Surveying

P.O. Box 629 Elephant Butte, New Mexico 87835

CERTIFICATE

This is to certify that I am a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief.
I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this is a boundary survey of an existing tract or tracts.

This plat meets the minimum requirements of the Standards of Land Surveys in New Mexico.

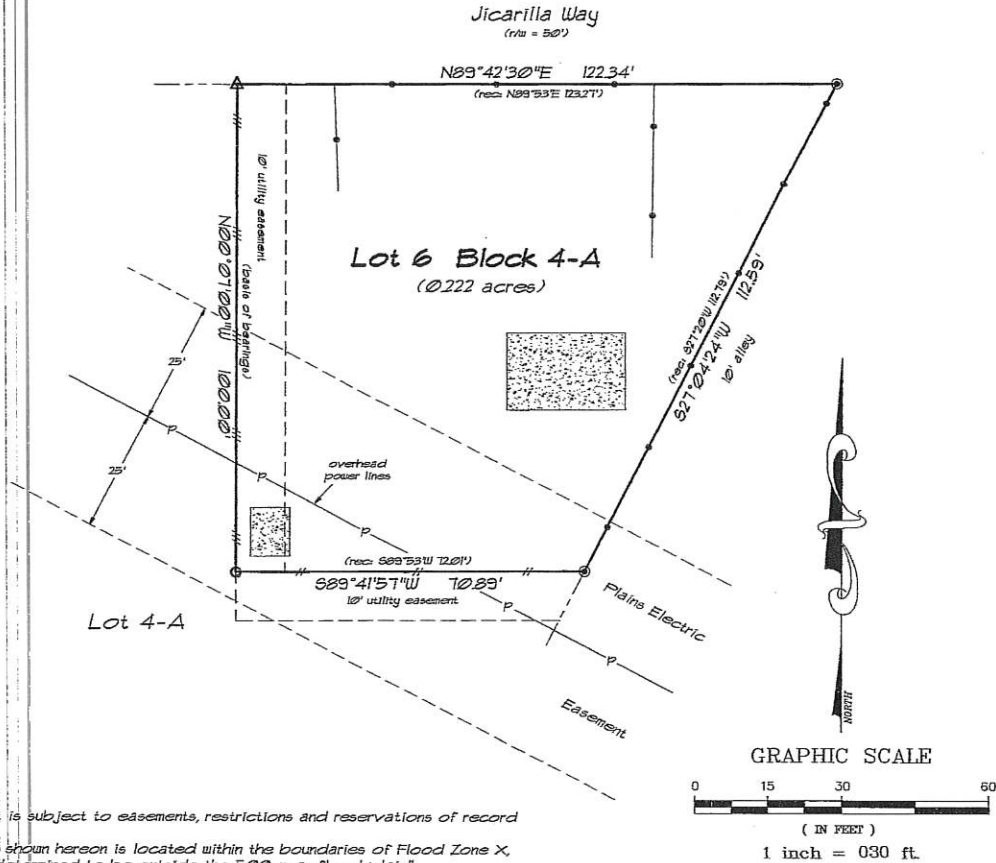
David M. Senn

David M. Senn
New Mexico Professional Surveyor
License Number 12123

INDEXING INFORMATION FOR COUNTY CLERK
City of T. or C. (13932)
Amended Replat of Mims Third Subdivision
PROJECTED Sec. 35, Tshp. 13 S., Rge. 4 W.

BOUNDARY SURVEY PLAT

of Lot 6, Block 4-A,
Amended Replat of Parts of Blocks 7, 8, 9, 12 and 13,
Mims Third Subdivision,
in the City of Truth or Consequences, Sierra County,
New Mexico



Notes:

This lot is subject to easements, restrictions and reservations of record

The lot shown hereon is located within the boundaries of Flood Zone X, "area determined to be outside the 500-year flood plain"

Property address is 703 Jicarilla Way

Use drawing scale to determine measurements when not labeled

Reference:

Account No. 13932

Book 130, Pages 3234-3235, (Special Master's Deed)

UPC 302-007-849-4070

Amended Replat of Parts of Blocks 7, 8, 9, 12 and 13, Mims Third Subdivision
Filed on December 11, 1991, (Plat No. 323, Slide No. 119)

National Flood Insurance Program, Flood Insurance Rate Map Community-Panel
No. 350013 0005 C, (map revised: July 16, 1996)

Legend:

found "PK" nail w/aluminum tag stamped "NMFLS 12129" A

found 1/2" rebar w/survcap stamped "NMFLS 12129" O

found 5/8" rebar w/survcap stamped "RLS 8473" @

chain link fence ————

board fence ————

rr-tie retaining wall ————

April 26, 2023

Chaparral Surveying, LLC

Professional Land Surveying

P.O. Box 629 Elephant Butte, New Mexico 87935

CERTIFICATE

This is to certify that I am a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief.

I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this is a boundary survey of an existing tract or tracts.

This plat meets the minimum requirements of the Standards of Land Surveys in New Mexico.

David M. Sam

David M. Sam
New Mexico Professional Surveyor
License Number 12129

INDEXING INFORMATION FOR COUNTY CLERK
City of T. or C. (13932)
Amended Replat of Mims Third Subdivision
PROJECTED Sec. 35, Tshp. 13 S., Rge. 4 W.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: I.7

SUBJECT: Discussion/Action – Public Information Officer/Tourism/Economic Development Director Position

DEPARTMENT: Community Development

DATE SUBMITTED: December 3, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Mayor Rolf Hechler

Summary/Background:

Item requested by Mayor Rolf Hechler

Recommendation:

Attachments:

-
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-18-24

TOURISM, EVENT & CONVENTION CENTER COORDINATOR AND PUBLIC INFORMATION OFFICER

GENERAL PURPOSE:

The objective of this position is to increase revenues and visibility for the City of Truth or Consequences locally, regionally, nationally and internationally through branding and continuous marketing and promotion of the city, pitching to traditional and online media for potential coverage, and representation of the city at key events and tourism industry conventions at the state and national levels. This position works independently and also with other city and county marketing and tourism entities, and any outside marketing/advertising contractors, collaboratively and creatively at the executive level — either one-on-one or during board or staff meetings.

Duties include the dissemination of clear city messaging and information through social media channels, websites and other electronic and print means; planning, coordination, scheduling and booking of conventions, VIP site visits and press trips; and general promotion of the city at all levels. Maintaining the city's web and Facebook pages, monitoring social media for complaints and responding to those complaints, and answering general inquiries fall within the scope of duties.

SUPERVISION RECEIVED:

This position is appointed by the City Manager. Depending upon the duty or project, the position reports to the City Manager and/or other city administration designees.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Enhance, and help maintain consistency and quality control, of city's internal and external branding and advertising projects and campaigns with available funds.
- Work with other city and county marketing and tourism entities, and outside marketing/advertising contractors, collaboratively and creatively at the executive level, either one-on-one or at board or staff meetings, to develop optimally targeted marketing and publicity plans for the city. This may entail attending various board meetings on an as-needed or regular basis to stay informed of tourism initiatives.
- Establish a line of communication with the state tourism department, and collaborate with and provide input to said department when appropriate.
- Offer expertise and resources to event planners and/or facilitators who are producing events locally.
- Stay apprised of press release opportunities and provide press release resources for all events and newsworthy happenings that promote the city and county.
- Post news, events and other items, and maintain an enthusiastic convention and tourism presence, on city's social media channels and website.
- Maintain an office at the T or C Civic Center to plan, promote and book events; work with the Facilities Manager to maintain the Civic Center.
- Identify changes necessary to more easily sell the Civic Center as a convention center.

- Communicate and collaborate with the Truth or Consequences Lodgers' Tax Board and any outside marketing/advertising contractors to ensure that city funds are spent efficiently and with optimal promotional results for the city.
- Assess the need for print promotional materials (flyers, brochures, magazines, etc.) to supplement or update/replace existing promotional materials and propose, participate in and/or oversee their creation with the necessary funding.
- Assist in the execution of promotional and marketing duties assigned to the city's Film/TV Production Liaison as needed and requested.
- Provide quarterly updates to the City Commission and other entities as deemed relevant.

ADDITIONAL RESPONSIBILITIES:

Perform other duties as may be directed by the City Manager, Mayor and City Commission.

KNOWLEDGE, SKILLS AND ABILITIES:

- Be knowledgeable of local and regional history, culture and assets.
- Be efficient in research and information gathering systems.
- Have experience in tourism, marketing and/or public relations, publicity and promotion, including strategic deployment of, and interaction with, all forms of media.
- Be a strong, results-driven writer and have effective and cooperative communication skills.
- Have solid basic graphic design skills (Canva or Photoshop, or similar programs) and/or creative supervisory experience in working with graphic designers and printers.
- Be self-motivated and a self-starter.
- Be diplomatic and customer service oriented.
- Have the ability to work with the public and visitors to ensure a great experience.
- Be a team player and willing to collaborate and communicate with other entities and organizations at the executive level.
- Be able to focus on promoting extended stays, return visits and the city's appeal to those seeking to relocate.
- Have the ability to track results (Facebook and Google analytics, etc.) and adjust creative approaches and strategies as needed.

SUPERVISORY RESPONSIBILITIES:

The Tourism, Event & Convention Coordinator and Public Information Officer may assist with the supervision and coordination of staff during promotions and special events.

EDUCATION/EXPERIENCE:

- College degree in tourism, marketing, public relations or media/journalism preferred.
- Two years of experience in tourism, marketing, public relations/publicity or economic development, or a related area of expertise that would enable the candidate to perform satisfactorily the duties required.
- Any equivalent combination of education, experience and/or training.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: I.8

SUBJECT: Discussion/Action – Facility Maintenance Technician 1
DEPARTMENT: Community Development
DATE SUBMITTED: December 3, 2024
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez – Assistant City Manager

Summary/Background:

The city has been unable to fill a Civic Center Maintenance position. This position defined duties pertaining to both Civic Center rental oversight and facility department maintenance. The previous agenda item is reassigning that position as a PIO/Tourism/Economic Director with job duties outside the scope of Facility Maintenance. If that position is approved by Commission, staff is requesting to add an additional position to Facility Dept. Position would be a Maintenance Technician 1 – starting wage for this position is \$13.78 hourly. The Facility department staffs one Facility Manager, one Maintenance Tech 2, one Maintenance Tech 1 and two Janitorial positions. This department maintains over 125 buildings. Half of those are maintained daily.

Recommendation:

Approve additional position in Facility Department

Attachments:

-
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-18-24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: I.9

SUBJECT: Discussion/Action - T or C Mainstreet Great Blocks Project - NMDOT Maintenance Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: December 3, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

The T or C Mainstreet Great Blocks Project for the Foch Street Renovations design shows a portion of a landscape planter within NMDOT Right of Way. NMDOT requires a Maintenance Agreement to proceed. Agreement assigns maintenance of landscape to the City.

Recommendation:

Approve Maintenance Agreement

Attachments:

- NMDOT Maintenance Agreement
- Applicable sections of Plan set

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-18-24



FOR DEPARTMENT USE ONLY

Landscaping Plan Submitted: YES ☐ NO ☐

**APPLICATION FOR PERMIT TO LANDSCAPE AND MAINTAIN MEDIAN
OR ROADSIDE WITHIN THE PUBLIC RIGHT OF WAY**

City of Truth or Consequences, herein referred to as "Applicant," located in
Sierra County, New Mexico hereby applies for a permit, allowing the Applicant to landscape, beautify,
improve and maintain the following:

1. Route Number and Street Name (if applicable): I-25BL (N. Broadway St.) - NW Intersection of S. Foch St. and N Broadway St.
From the N/A to the N/A Intersections (if applicable).
2. Check the areas that apply: Median ☐ Roadside ☒
3. If the roadside was checked above, please check 1 or more:
East Side (of Roadway/Route) ☐ West Side (of Roadway/Route) ☐
North Side (of Roadway/Route) ☒ South Side (of Roadway/Route) ☐
4. Indicate Engineering stations (if applicable): Station 5+00 to Station 5+50
5. Describe the proposed improvements: Landscape planting area with gravel and re-vegetation seeding only.
6. This permit to landscape and maintain said median divider or roadside is subject to the following express conditions:
 - a. No shrubbery or bushes that could interfere with sight lines shall be planted or allowed to grow higher than 36 inches above the gutter line grade.
 - b. Trees may be planted but the lowest portions of their lowest limbs must be six feet above the gutter line grade.
 - c. No planting of any type shall be allowed to overhang the curb; i.e., all plantings must be kept within the area of the median divider or roadside and shall not encroach on the traveled roadway, nor within twelve feet of any median break.
 - d. If the median divider or roadside is constructed with turn bays not tree shall be planted in the median divider or roadside area adjacent to such turn bay.
 - e. If cobblestones, rocks or other non-growing material is used in the landscaping, some type of weed inhibiting material shall be placed underneath or a residual chemical weed inhibitor shall be applied.
 - f. A site and maintenance plan shall accompany the application showing the area(s) to be landscaped and the material, both non-organic and plants, to be used in the proposed locations. This plan need not be a finished drawing but must be sufficiently detailed to present the plan.
7. All costs and expenses, which may be incurred in landscaping and maintaining the median divider or roadside, shall be borne by the Applicant. In the event the installations or removal of the landscaping, maintenance, or removal of the landscaping shall also be the responsibility of the Applicant.
8. If any activity of the Applicant may result in or require diversion of traffic or assistance of the New Mexico Department of Transportation (NMDOT), the Applicant shall notify the NMDOT at least three days in advance so that appropriate arrangements can be made. The NMDOT reserves the right to schedule this activity to meet its needs, and/or charge a reasonable fee for this assistance.
9. This permit grants no property rights in the right of way. Except for the right to remove the landscaping upon written notification, the NMDOT shall have the sole right to determine if the landscaping must be altered, modified or removed for any reason whatsoever. When the Applicant receives such a notice from the NMDOT, the said landscaping shall be altered, modified or removed as directed and the Applicant shall do so within the time specified in said written notice and at its sole expense.
10. The Applicant shall landscape the area in substantial conformity with plans, which it shall submit prior to final approval by the NMDOT.

11. Special Provisions: _____

12. Tort Liability. The Applicant assumes all liability for damages to persons or property that may be incurred by reasons of the installation, removal or maintenance of the landscaping permitted herein. Please check the appropriate entity box to acknowledge tort liability:

☐ **Non-Public or non-Tribal or Pueblo Entities, Indemnification and Hold Harmless Agreement:**

_____ acting through its authorized agent, _____, hereinafter "Organization" for consideration agrees to defend, protect, indemnify, and hold the New Mexico Department of Transportation harmless from any personal injury, property damage, liabilities, claims, damages, losses or expenses occasioned or caused by the Organization's agents, members or employees, and subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*, as amended or by common law, suffered by the Organization, its members and participants, the State or by third parties resulting from the performance of litter control or beautification activities for the duration of program.

☐ **Tribal and Pueblo Governments:**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this application and permit. Any liability incurred in connection with the application and permit is subject to the immunities and limitations of tort liability. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities.

☐ **State, Municipal, County and Other Public Entities:**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this application and permit. Any liability incurred in connection with this application and permit is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

Applicant has read and understands all provision contained above and will abide by them and any other terms and conditions as required by the New Mexico Department of Transportation for participation in this program.

Name of Applicant's
Authorized Agent

Title of Applicant's
Authorized Agent

Signature

Subscribed and sworn to before me

this ____ day of _____.

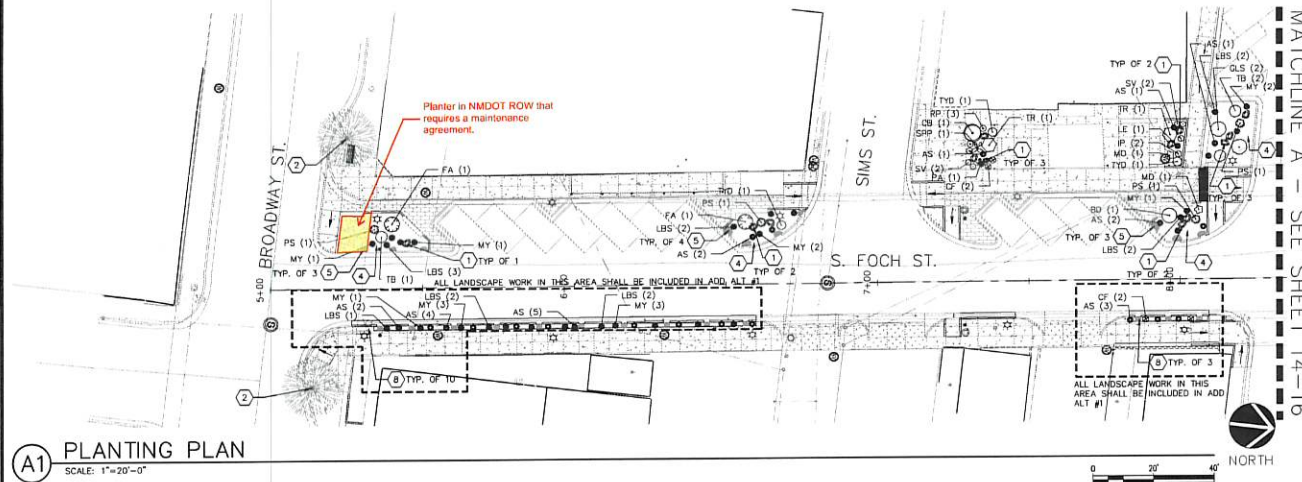
Notary Public

My Commission Expires:

Approval of this permit and authorization to proceed is hereby given this ____ day of _____, 20____, by the New Mexico Department of Transportation approved by:

Landscape Architect Signature

District Engineer for District _____



CITY OF TRUTH OR CONSEQUENCES			
TITLE T OR C GREAT BLOCKS S. FOCH ST. MAIN ST. TO BROADWAY AVE. PLANTING PLAN			
Design Review Committee	City Project Manager	City Clerk	City Engineer
City Project No.		Sheet 14-15	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: I.10

SUBJECT: Discussion/Action – City of Truth or Consequences 75th Birthday

DEPARTMENT: Community Development

DATE SUBMITTED: December 3, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Commissioner Merry Jo Fahl

Summary/Background:

The City's name was changed from "Hot Springs" to "Truth or Consequences" on March 31, 1950, after Ralph Edwards, the host of the popular game show "Truth or Consequences," called for any town in America to do so in celebration of the show's ten-year anniversary. The city is getting ready to celebrate 75 years as the City of Truth or Consequences.

Recommendation:

Discuss plans for honoring/celebrating the Birthday

Attachments:

-
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-18-24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: I.11

SUBJECT: Purchase Requisitions over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: December 6, 2024
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

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

Recommendation:

Agenda Packets for Commission Approvals

Attachments:

- Listing of Purchase Requisitions \$20,000 or More
- Purchase Requisitions, Procurement Documentation

Fiscal Impact (Finance): N/A

Yes, see attached:

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-18-2024



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

December 5, 2024

Dear Mayor Hechler, Mayor Pro-Tem Forrister and City Commissioners:

RE: WILSON & COMPANY-CBDG FUNDED-COMPREHENSIVE PLAN

The City's Projects Department would like to utilize the pending award on today's agenda to procure the design services for the City's Comprehensive Plan. This item is subject to consent based on the requirement for approvals over the \$20,000 Dollar threshold. The City has been awarded the funding for this project.

I am requesting our City Commission to publicly approve this purchase and allow me to move forward with this procurement.

Please, see attached:

Fund: 314-CBDG GRANT

Total Cost: \$53,386.31

Respectively,

Jocelyn Holguin,
Finance Director/Acting CPO

ALL APPROVED OR DENIED:

Mayor, Rolf Hechler: Approved: ____/Denied: ____

Mayor Pro Tem, Amanda Forester: Approved: ____/Denied: ____

Commissioner, Destiny Mitchell: Approved: ____/Denied: ____

Commissioner, Merry Jo Fahl: Approved: ____/Denied: ____

Commissioner, Ingo Hoeppner: Approved: ____/Denied: ____

Final Motion: Approved: ____/Denied: ____

Date: _____ Purchase Order No. # _____

PURCHASE REQUISITION APPROVAL

2023-24 Fiscal Year

COMMISSION MEETING 12/18/2024

[illegible]

ATTEST:

Angela Torres, Clerk-Treasurer

Date _____

Rolf Hechler, Major

Date _____



REQUISITION

Requisition #: 93569

Date: 12/04/2024

Vendor #: 7982

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

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

ITEM	UNITS DESCRIPTION	PROJECT	PRICE GL ACCOUNT NUMBER	AMOUNT
1	O T OR C COMPREHENSIVE PLAN UPDATE (		0.00 314-7030-48598	53,386.31
PO Description: ENGINEERING SERVICES COMP PLAN UPDATE Detailed Description: AGENDA ITEM- COMMISSION MEETING- PRESENTED- 12/18/2024-PROJECT NO. 22-NR-1-06-G103-CDBG PROGRAM-CITY COMPREHENSIVE PLAN				

Authorized By: _____

SUBTOTAL:	53,386.31
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	53,386.31

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT AGREEMENT

Project No. 22-C-NR-I-06-G-103

DUNS # 079842838
FAIN # B-22-DC-35-0001
CFDA # 14.228
CDBG FY 21 Award \$11,862,886
CDBG FY 21 Award Date 08/19/2022

THIS GRANT AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter referred to as the "Division", and the City of Truth or Consequences, hereinafter referred to as the "Grantee", as of the date this Agreement is executed by the Division.

RECITALS

WHEREAS, on December 7, 2022 the New Mexico Community Development Council ("Council") approved the allocation of Community Development Block Grant ("CDBG") funds to the Grantee for the CDBG program; and

WHEREAS, the CDBG program is subject to all applicable Federal and State laws and regulations, including Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*), and regulations of the U.S. Department of Housing and Urban Development ("HUD") found at 24 CFR Part 570 (as now in effect and as may be amended from time to time); and

WHEREAS, this Agreement is made by and between the Division and the Grantee, in connection with the Division's administration of the CDBG program, and pursuant to the authority of 42 U.S.C. 5301 *et seq.* and 24 CFR Part 570, to memorialize the terms and conditions of the CDBG program and the grant of funds to the Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I - SCOPE OF WORK.

- A. The Grantee shall implement, in all respects, the Project Description, attached as Exhibit "1-A", and the Project Schedule, attached as Exhibit "1-B", both of which are incorporated by this reference as if set forth fully herein.
- B. The Grantee shall provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.
- C. The Grantee will adhere to all processes set forth in the CDBG Implementation Manual, which is available at the Division's website at:
http://www.nmdfa.state.nm.us/CDBG_Implementation_Manual.aspx ("CDBG Manual").

ARTICLE II - LENGTH OF GRANT AGREEMENT.

- A. The term of this Agreement shall be effective upon execution by the Division. It shall terminate on the date which is two years after the effective date of this Agreement, which is the Division Director's dated signature, unless earlier terminated pursuant to Article V.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Agreement cannot be brought to full completion within the time period set forth in paragraph A of this Article II, the Grantee may request an extension. Agreement extensions will be approved on a case by case basis and must be requested prior to the termination date set forth in paragraph A of this Article II. The Division may review the work accomplished to date and determine, in its sole discretion, whether there is sufficient need or justification to amend this Agreement to provide additional time for project completion.

ARTICLE III - REPORTS AND PROJECT CLOSEOUT.

A. Progress Reports:

- 1. To enable the Division to adequately evaluate the progress of the Agreement, the Grantee shall submit progress reports to the Division on a quarterly basis, with the due dates to be established by the Division. The progress reports shall be submitted on the form attached as exhibit "1-D" and shall contain a description of the work accomplished to date, the methods and procedures used, a detailed budget breakdown of expenditures to date, a statement of the impact of the project, and such other information as the Division may require.
- 2. One copy of each progress report shall be submitted to the Division. Progress reports shall be due no later than 20 days after the end of each quarter during the term of this Agreement.
- 3. The Division may require revisions or additional information to clarify progress reports.

- B. Final Report: The Grantee shall submit to the Division one copy of its Final Report, attached as exhibit "1-D-1", with its final Request for Payment, attached as exhibit "1-M", once the Division has determined that the project is complete. The Final Report shall include all of the information required for the progress reports as set forth in paragraph A of this Article III.
- C. Requests for Additional Information: At any time during the term of this Agreement and during the period of time during which Grantee must maintain records pursuant to Article VII, the Division, HUD or the New Mexico State Auditor may (i) request such additional documentation and information regarding Grantee's activities under this Agreement as they deem necessary to discharge their monitoring and compliance responsibilities, and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of work performed as well as Grantee's financial and other records concerning the CDBG program. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division (or other entity making the request) in the request. Requests made pursuant to this paragraph D are in addition to and not in lieu of the progress and final reporting described in paragraphs A through C of this Article III.
- D. Project Closeout: Project closeout will occur upon "substantial completion" of the Project. "Substantial Completion" is defined as all five of the following being accomplished, as determined by the Division in its sole discretion: 1) full and satisfactory completion of all work and services; 2) submission to the Division of the Grantee's architect/engineer's letter of final acceptance or certificate of substantial completion relating to the project ("Certificate of Completion") with all deficiencies corrected; 3) official acceptance by the Grantee of all contracted work or services; 4) receipt and approval by the Division of the final reporting referred to in paragraphs B and C of this Article III; 5) clearance by the Division of all monitoring findings; and 6) completion of all the checklists and documents as set forth in chapter 5 of the CDBG Manual. Reimbursements can be withheld from the Grantee until the Division has determined substantial completion has been achieved.

ARTICLE IV - GRANT AMOUNT AND METHOD OF PAYMENT.

- A. Amount of Grant: In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Division shall pay to the Grantee a sum not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00). The funds are to be expended in accordance with the budget attached as Exhibit "1-C", which is incorporated by this reference as if set forth fully herein, and in accordance with the purposes designated in Exhibit "1-A". Grantee's expenditure of these monies shall not deviate from the line items of said budget without the parties executing an amendment in accordance with Article V.
- B. Amount of Administrative Costs: No more than three percent of the Grant funds actually disbursed pursuant to this Agreement for allowable expenditures may be used by the Grantee for its actual and reasonable administrative costs. The maximum amount of administrative costs under this Agreement shall not exceed One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00).

- C. The funds described in paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.
- D. All payments to Grantee will be made by the Division upon receipt of an official Request for Payment form, which must be accompanied by a transmittal letter and proper supporting documentation for all expenditures included in the Request for Payment. Requests for Payment may be disputed and withheld if, in the sole opinion of the Division, the Grantee has failed to fulfill its responsibilities under this Agreement. In cases of disputed Requests for Payment, the Grantee agrees that it alone is responsible to timely pay its contractors in compliance with the provisions of the Prompt Payment Act, NMSA 1978, Sections 57-28-1 *et seq.* ("Prompt Payment Act") and the agreements between the Grantee and such contractors.
- E. The Grantee will provide payment to contractors based upon eligible activities as described in exhibit "1-C". The Grantee understands and agrees that it alone is obligated to pay its contractor(s) in a timely manner consistent with the requirements of the Prompt Payment Act. The Grantee further understands and agrees that its obligation is independent of the Division's disbursement of Grant funds and that the Division is in no way responsible to make timely payments to contractors. The Grantee further understands and agrees that it will be responsible for any penalties or fines imposed upon the Division or attorney's fees incurred by the Division due to the Grantee's failure to comply with any provisions of the Prompt Payment Act.
- F. The Grantee further agrees, in compliance with NMSA 1978, Section 57-28-5(B) of the Prompt Payment Act, that the agreement between the Grantee and any contractor shall: 1) specifically provide in a clear and conspicuous manner for a payment within 45 days after submission of an undisputed request for payment; and 2) require the following legend to appear in clear and conspicuous type on each page of the plans including the bid plans and construction plans: "Notice of Extended Payment Provision: This contract allows the owner (Grantee) to make payment within 45 days after submission of an undisputed request for payment".
- G. The Grantee further agrees, in compliance with NMSA 1978, Section 57-28-5(C) of the Prompt Payment Act, that all construction contracts shall provide that contractors and subcontractors make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the eighth (8th) day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers.
- H. Pursuant to NMSA 1978, Section 57-28-8 of the Prompt Payment Act, ten days after the Certification of Completion is issued, (as defined in paragraph D of Article III), any amounts remaining due the contractor or subcontractor under the terms of the contract shall be paid upon the presentation of the following:
 - 1. A properly executed release and duly certified voucher for payment;

2. A release, if required, of all claims and claims of lien against the owner arising under and by virtue of the contract other than such claims of the contractor, if any, as may be specifically excepted by the contractor or subcontractor from the operation of the release in stated amounts to be set forth in the release; and
 3. Proof of completion.
- I. All CDBG expenditures shall be included in the Grantee's single audit for each fiscal year in which \$750,000 or more in federal funds are expended. Grantees are required to have an audit performed in accordance with Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200, Subpart F (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards—Audit Requirements), which begins at 2 CFR, Section 200.500. Grantees must submit the audit to the Division within 30 days of the date the audit is approved by the New Mexico State Auditor. The threshold of \$750,000 is effective in fiscal years beginning on or after December 26, 2014. CDBG must be listed in the Schedule of Expenditures of Federal Awards (SEFA) as a funding source. The Division retains the right to recover funds from the Grantee for any disallowed costs based on the results of any interim or the final audit.
 - J. Requests for Paid Expenditures: If the Grantee is requesting reimbursement of expenditures it has already paid, and before the Division reimburses the Grantee for the expenditures, the Grantee's authorized signatory shall certify by signing and dating the Request for Payment form, which states that the expenditures are valid, and have been paid by the Grantee. In addition, actual receipts for the expenditures shall be appended to the Request for Payment form, which support the expenditures for which reimbursement is requested. Only expenditures for which there are actual receipts will be reimbursed by the Division.
 - K. Requests for Unpaid Expenditures: If the Grantee is requesting payment of expenditures it has incurred but not yet paid, the Grantee must request and receive written approval from the Division to utilize this payment method. Once approved, the Grantee shall pay such expenditures within three business days of receipt of funds from the Division. The Grantee's authorized signatory shall certify by signing and dating the Request for Payment form, which states that the expenditures are valid. The Grantee shall submit with the request for payment form, the appropriate bank statements, deposit slips and cancelled checks documenting the receipt and disbursement of funds.
 - L. Deficient Requests for Payment: The Division may disallow a Request for Payment, in whole or in part, in the event the Request for Payment is deficient. Examples of deficient Requests for Payment include the lack of required signatures, lack of required supporting documentation, computational errors, seeking reimbursement for unallowable costs, or questions concerning whether the reported expenditures are permissible under this Agreement and applicable law and regulations. If a Request for Payment is disallowed, in whole or in part, the Division shall return to the Grantee the disallowed Request for Payment and accompanying documentation, and will notify the Grantee in writing of the nature of the deficiency and what the Grantee must do to correct it.
 - M. Withholding Payment for Proper Expenditures: The Division shall withhold ten percent of the total amount of the Grant funds until project closeout. The Division may also withhold payment in the event the Grantee has failed to comply with the terms and conditions of this Agreement or applicable law and regulations. In such event, the Division shall give Grantee notice in writing of such failure

and the actions Grantee must take to come into compliance. Payment shall be released upon Grantee's subsequent compliance.

- N. All Requests for Payment shall be received by the Division within 30 days after the Agreement's termination date. The Division reserves the right to allow an extension to this requirement provided there are mitigating circumstances deemed acceptable to the Division. Any reimbursements made to Grantee for items or services that are unallowable under the terms of this Agreement or applicable law and regulations shall be immediately returned to the Division. If any unexpended funds remain after the conditions of this Agreement have been satisfied or after the termination date, the unexpended funds shall revert to the Division for disposition by the Council.

ARTICLE V - SUSPENSION, TERMINATION AND MODIFICATION.

- A. In accordance with 24 CFR 85.43, the Division, by written notice to the Grantee, shall have the right to suspend or terminate this Agreement if, at any time, in the judgment of the Division, the Grantee materially fails to comply with any term of this Agreement. The Division may demand repayment of all or part of the funds disbursed to the Grantee upon termination due to non-compliance.
- B. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44.
- C. The terms and conditions of this Agreement can only be modified or changed by written amendment, executed by both the Division and Grantee. Any attempted oral modification of the terms and conditions of this Agreement shall be null and void and of no force or effect.

ARTICLE VI - COPYRIGHT AND PATENTS.

No report, map, or other document provided, in whole or in part, under this Agreement, shall be the subject of an application for copyright or patented by or on behalf of the Grantee.

ARTICLE VII - RETENTION OF RECORDS.

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, all records required to be maintained under Federal law and regulations, and such other records as the Division may prescribe. The Grantee shall be strictly accountable for all receipts and disbursements under this Agreement and maintain fiscal records related to the Agreement in accordance with generally accepted accounting principles. The Grantee shall make all relevant financial and other program records available to the Division, HUD, and the New Mexico State Auditor upon request and shall maintain all such records for a period of not less than six years following project closeout.

ARTICLE VIII - REPRESENTATIVES; NOTICE.

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project:

Name: Traci Alvarez
Title: Assistant City Manager
Address: 505 Sims Street
Truth or Consequences, NM 87901
Telephone: 575-952-0565
E-mail: talvarez@torcnm.org

Grantee may change the Grantee Representative by giving the Division written notice of such change, in accordance with paragraph C of this Article VIII.

- B. The Division hereby designates the person listed below as the official Project Manager responsible for overall administration of this Agreement, including compliance and monitoring of Grantee:

Name: Stephanie Kramer
Title: Project Manager
Address: Suite 202, Bataan Memorial Building, Santa Fe, New Mexico 87501
Telephone: 505-690-4621
E-mail: stephanie.kramer@dfa.nm.gov

The Project Manager is the Division representative with the authority to approve on behalf of the Division all matters requiring Division approval under this Agreement. The Division may change the Project Manager by giving Grantee written notice of such change, in accordance with paragraph C of this Article VIII.

- C. Notices of suspension, termination, or any other matter under this Agreement shall be sent by e-mail, or regular mail addressed to the individual designated in or in accordance with paragraphs A and B of this Article VIII. In the case of notices sent by regular mail only, notices shall be deemed to have been given/received upon the date of the party's actual receipt or five calendar days after mailing, whichever shall first occur. A notice sent by e-mail only shall be deemed to have been given/received upon the date of the party's actual receipt.

ARTICLE IX - TERMS AND CONDITIONS.

Except to the extent HUD waives any Federal requirement or regulation, the Grantee shall abide by all applicable Federal and State laws, regulations and rules, policies, guidelines, and requirements with respect to the acceptance and use of Federal CDBG funds for this project, including but not limited to the following:

- A. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*).
B. The HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time).

C. Construction Project Requirements:

1. The funding assistance authorized hereunder shall not be obligated or utilized for any construction activities until the Grantee has submitted to the Division a Request for Release of Funds and the Division has issued to the Grantee the Authority to Use Grant Funds. The stated forms are included in the CDBG Manual.
2. The Grantee shall be responsible for assuring the Division that all plans and specifications and related addenda for construction projects comply with the Prompt Payment Act, and have been filed, reviewed and approved for adequacy and code and standards compliances by appropriate State agencies as may be required before a project is advertised for sealed construction bids. Evidence of any such filing, review and compliance shall be provided to the Division prior to bid advertisement. All subsequent change orders must be submitted to the Division for review and approval prior to execution.
3. Assistance from the State of New Mexico, Community Development Council, shall be acknowledged by project signs erected at the project site prior to and maintained during construction. Project signs shall include the "New Mexico Department of Finance and Administration" as the funding agency, the Governor's name, the Community Development Council members names, the name of the project's architect/engineer, the name of the project, the name of the Grantee, total cost of the project, and a listing of other financial participation by dollar amount from all sources. Project signs shall be weatherproof and shall be painted on one side with a background color of yellow with red lettering of $\frac{1}{2}$ " thick, not smaller than 4' x 6' nor larger than 4' x 8', marine-grade plywood. Each sign shall be mounted on two 4" x 4" posts, with the bottom of the sign at least four feet above grade. The sign shall be mounted level at the location designated by the Grantee. The Grantee shall remove the sign upon completion of the construction project.
4. Acknowledgment of funding assistance from the CDBG Program shall be included on any permanent signs, plaques or other displays at facilities constructed with grant assistance.

- D. Reversion of Assets: The Grantee agrees that upon the expiration of this Agreement, the Grantee shall transfer to the Division any funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. The Grantee agrees that, upon expiration, any real property under the Grantee's control that was acquired or improved, in whole or in part, with CDBG funds (including in the form of a loan) in excess of \$25,000, shall continue to either: 1) be used to meet one of the national objectives in the Criteria for National Objectives, set forth at 24 CFR 570.208, until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the Division; or 2) if not used in accordance with 24 CFR 570.208, then the Grantee shall, at the time of the change in use, pay the Division an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the Division. No payment is required after five years after expiration of this Agreement, or for such longer period as determined to be approved by the Division.

- E. Program Income: The Grantee shall comply with the program income requirements set forth at 24 CFR 570.504(c). In addition, at the end of the program year, the Division may require remittance of all or part of any program income balances (including investments thereof) held by the Grantee (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs).
- F. Uniform Administrative Requirements: The Grantee shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.
- G. Other Program Requirements:
1. The Grantee shall carry out each activity in compliance with all Federal laws and regulations described in subpart K of the HUD regulations (found at 24 CFR 570.600 -- 614, as may be amended from time to time), including, but not limited to, regulations relating to:
 - (a) Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063 (§570.601);
 - (b) Section 109 of the Act (prohibiting discrimination)(§570.602);
 - (c) Labor standards (§570.603);
 - (d) Environmental standards (§570.604);
 - (e) National Flood Insurance Program (§570.605);
 - (f) Displacement, relocation, acquisition, and replacement of housing (§570.606);
 - (g) Employment and contracting opportunities (§570.607);
 - (h) Lead-based paint (§570.608);
 - (i) Use of debarred, suspended, or ineligible contractors or sub-recipients (§570.609);
 - (j) Uniform administrative requirements and cost principles (referencing OMB Super Circular Uniform Guidance 2 CFR Part 200)(§570.610);
 - (k) Conflict of Interest (§570.611);
 - (l) Executive Order 12372 (relating to water or sewer facility projects)(§570.612);
 - (m) Eligibility restrictions for certain resident aliens (§570.613); and
 - (n) Architectural Barriers Act and the Americans with Disabilities Act (§570.614).
 2. Notwithstanding any provision in Section G(1) of this Article IX to the contrary:
 - (a) ~~The Grantee does not assume the Division's environmental responsibilities described in 24 CFR 570.604; and~~
 - (b) The Grantee does not assume the Division's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- H. Conflict of Interest: The Grantee shall comply with the conflict of interest provision set forth in 24 CFR 85.36 of the HUD regulations. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement. Further, the contractor shall cause to be

incorporated in all of its subcontracts for work funded under this Agreement the language set forth in this paragraph prohibiting conflicts of interest.

- I. Hatch Act: The Grantee shall comply with the provisions of the Hatch Act, which limits the political activity of employees.
- J. Federal Reporting: The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award management (SAM) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR Part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR Part 170).
- K. Procurement: The Grantee shall comply with the HUD Procurement (24 CFR Part 85.36), New Mexico State Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, and the purchasing regulations of the New Mexico General Services Department, State Purchasing Division.
- L. Compliance with New Mexico Administrative Code Rule: The Grantee shall comply with Rule 2.110.2 NMAC.
- M. Costs: The Grantee shall finance its share of the costs of the project, including all project overruns.
- N. Prior Approval: The Grantee shall submit all project-related contracts, subcontracts, agreements and subsequent amendments, funded in whole or in part with CDBG funds, to the Division for review and approval prior to execution. Disbursement of Grant funds is conditioned upon the Grantee's contracts, subcontracts and agreements complying with the requirements of Article IV of this Agreement. The Grantee shall provide the Division with any other project-related contracts, and agreements upon the Division's request.
- O. Compliance and Waivers: Except to the extent that the Division waives in writing any requirement contained therein, the Grantee shall abide by, and this Agreement incorporates all applicable provisions of, the Division's CDBG Manual, as it may be amended from time to time.

ARTICLE X - CERTIFICATIONS

By signing this Agreement, the Grantee certifies the following requirements:

- A. Anti-Lobbying: To the best of the Grantee's knowledge and belief, the Grantee certifies that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the

making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraphs A(1) and (2) of this Article X be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- B. Local Needs Identification: The Grantee certifies that it has identified its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
- C. Special Assessments: The Grantee certifies that:
1. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, except that;
 2. An assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources; and
 3. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.
- D. Excessive Force: The Grantee certifies that it has adopted and is enforcing the following:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- E. Citizen Participation: The Grantee certifies that it has followed a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, and will continue to provide opportunities for citizen participation.
- F. Small Minority and Women's Business Enterprise: The Grantee certifies that it will, to the maximum extent feasible, contract and subcontract with eligible small, minority and women's business enterprises and utilize eligible businesses which are owned by persons located in the unit of local government in which the project is administered.
- G. Section 3: The Grantee certifies that it shall comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.
- H. Overall Benefit: The Grantee certifies that the aggregate use of the Grant funds shall principally benefit persons of low and moderate income in a manner that ensures that at least seventy percent (70%) of the amount is expended for activities that benefit such persons.
- I. Drug Free Workplace: The Grantee certifies that it will or will continue to provide a drug-free workplace by:
 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the Grant be given a copy of the statement required by paragraph I(1) of this Article X;
 4. Notifying the employee in the statement required by paragraph I(1) of this Article X that, as a condition of employment under the Grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 1(4)(b) of this Article X from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within thirty calendar days of receiving notice under paragraph 1(4)(b) of this Article X, with respect to any employee who is so convicted –
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1(1) –(6) above.
- J. Compliance with Anti-discrimination Laws: The Grantee certifies that this Agreement will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
- K. Compliance with Laws: The Grantee certifies that it shall comply with applicable laws.
- L. Subawards to Debarred and Suspended Parties: The Grantee certifies that it shall comply with 24 CFR 85.35 in that it must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 CFR part 2424.
- M. Local Needs Identification: The Grantee certifies that it has identified its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.

ARTICLE XI - GENERAL ASSURANCES:

The Grantee represents and warrants that:

1. It has the legal authority to receive and expend the Grant funds and execute a CDBG program;
2. This Agreement has been duly authorized by the Grantee's governing body, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

3. This Agreement and the Grantee's obligations under this Agreement do not conflict with any law applicable to the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

ARTICLE XII - ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Grantee and the Division. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them, other than what is herein set forth.

ARTICLE XIII - APPROPRIATIONS.

The Division's performance and liability under this Agreement is contingent upon sufficient authority and appropriations being granted to the Division by HUD and the Council.

ARTICLE XIV - GOVERNING LAW.

This Agreement shall be construed and governed by the substantive laws of the State of New Mexico, without giving effect to its choice of law rules, and applicable Federal laws and regulations.

ARTICLE XV - LIABILITY.

Each party shall be solely responsible for its own liability under this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*

[This space intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Agreement as of the date of signature by the Division below.

THIS GRANT AGREEMENT has been approved by:

City of Truth or Consequences



Chief Elected Official/Authorized Signatory

Amanda Forrister

Type or Print Name

12/13/23

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:


Division Director

12/20/2023

Date

EXHIBIT 1-A

PROJECT DESCRIPTION

GRANTEE NAME City of Truth or Consequences

PROJECT NUMBER 22-C-NR-I-01-Q-103

GRANT AMOUNT \$50,000

PROJECT DESCRIPTION

The City of Truth or Consequences in Sierra County will update the City's Comprehensive Plan. The Comprehensive Plan will be focused on the community's physical development over the next 15-20 years and will be related to the goals and policies of the City of Truth or Consequences. The Comprehensive Plan will be developed with input from all segments of the community and include, at a minimum, the following elements: land use, housing, transportation, infrastructure, economic development, water, hazards, business loop visioning, and implementation.

NATIONAL OBJECTIVE (from DFA/LGD approved survey)

This project will benefit 6,020 total beneficiaries of which 52.74% are Low and Moderate Income (LMI).

CASH MATCH and LEVERAGING (from CDBG Application)

The City of Truth or Consequences will provide a 10% Cash Match of \$5,000 and leveraged funds in the amount of \$10.32.

PROJECT SCHEDULE

PROJECT SCHEDULE

Exhibit 1-C

Project Cost/Financing Summary

Entity Name: <u>City of Truth or Consequences</u>		☒ Grant Agreement		CDBG Amount: \$ 50,000.00		
CDBG Project Number: <u>22-C-NR-I-01-G-103</u>		☐ Grant Amendment		Other Amount: \$ 5,010.32		
Project Cost Activities	CDBG Fund	Project Funding Sources				Total Project Cost
		Other Sources (Identify other local, state, federal, or private)				
		Cash Match	Leverage			
Administration (Contractual)		\$ 1,500.00				\$ 1,500.00
Architect/Engineer						\$
Other Professional	\$ 50,000.00	\$ 3,500.00	\$ 10.32			\$ 53,510.32
Inspection (Testing)						\$
Property Acquisition						\$
Property Rehabilitation						\$
Construction						\$
						\$
						\$
						\$
						\$
						\$
						\$
Totals	\$ 50,000.00	\$ 5,000.00	\$ 10.32	\$	\$	\$ 55,010.32

EXHIBIT 1-D QUARTERLY PROGRESS REPORT

Grantee:

Grant execution date:

Reporting period:

Project number:

Grant expiration date:

1. Quarterly Accomplishments

A. Describe Tasks/Goals/Milestones accomplished during this quarter (Include dates):

B. Describe any problems encountered or delays experienced during this quarter (If applicable). Also describe actions needed to resolve this (these) issue(s):

C. Exhibits attached to this report:

Exhibit 1-E (quarterly contracting activity)

☐

Exhibit 1-U (HUD 62000 Section 8 form --

due with 4th quarter report annually in January)

☐

Certification

I hereby certify that the information contained in this progress report is correct and true to the best of my knowledge.

Signature of Grantee Representative

Signature of Grantee Authorized Signatory

Date

Date



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

December 5, 2024

Dear Mayor Hechler, Mayor Pro-Tem Forrister and City Commissioners:

RE: WILSON & COMPANY-Task Order No. 111124 Design Services

The City's Community Development Projects would like to utilize the On Call Contract #2024-09-001 for the Design Service for the Pershing Street and Second Street Roadway Reconstruction. This item is subject to consent based on the requirement for approvals over the \$20,000 Dollar threshold. The City has been awarded the funding for this project.

I am requesting our City Commission to publicly approve this purchase and allow me to move forward with this procurement.

Please, see attached:

Fund: 340 Senior Grant Fund-DOT

Total Cost: \$138,667.00

Respectively,


Jocelyn Holguin,
Finance Director/Acting CPO

ALL APPROVED OR DENIED:

Mayor, Rolf Hechler: Approved: ____/Denied: ____
Mayor Pro Tem, Amanda Forester: Approved: ____/Denied: ____
Commissioner, Destiny Mitchell: Approved: ____/Denied: ____
Commissioner, Merry Jo Fahl: Approved: ____/Denied: ____
Commissioner, Ingo Hoepfner: Approved: ____/Denied: ____

Final Motion: Approved: ____/Denied: ____

Date: _____ Purchase Order No. # _____

PURCHASE REQUISITION APPROVAL

2023-24 Fiscal Year

COMMISSION MEETING 12/18/2024

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93501	Wilson & Company	NM DOT Funded- Task OrderNo. 111124: Professional Engineering Design Services for the Pershing & Second Street Roadway Reconstruction.	Traci Alvarez	City-City	\$ 138,667.00	CBDG-GRANT
		Control #L100619				
		*Senior Grant Funds- 340				
					\$ 138,667.00	

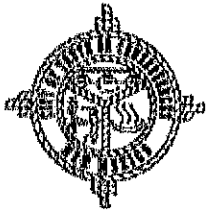
ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Major

Date



REQUISITION

Requisition #: 93501

Date: 11/20/2024

Vendor #: 7982

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

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 PERSHING ST/2ND ST RECONSTRUCTIOI		0.00 340-7031-45600	34,667.00
			340-7031-43550	104,000.00
PO Description: PERSHING ST/2ND ST RECONSTRUCTION DESIGN SERVICES				
Detailed Description: PO PENDING COMMISSION APPROVAL 12-18-24 NMDOT MAP GRANT CN L100619 COMM. APPROVED 6-26-24 RFP 23-24-005 CONTRACT#2024-09-001 TASK ORDER #111124 SEE ATTACHED:				

Authorized By: _____

SUBTOTAL:	128,321.11
TOTAL TAX:	10,345.89
SHIPPING:	0.00
TOTAL	138,667.00

November 11, 2024

Angie Gonzales, City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Re: **Task Order No. 111124:** Professional Engineering Design Services for the Pershing Street and Second Street Roadway Reconstruction
Design Funding: NMDOT Municipal Arterial Program CN L100619
Procurement: On-call Professional Design Services Contract #2024-09-001

Cc: Traci Alvarez, Assistant City Manager

Dear Ms. Gonzales:

Wilson & Company, Inc., Engineers & Architects (Wilson & Company) appreciates the continued opportunity to serve the City, we are pleased to submit this professional engineering scope and fee task order for the above referenced project. We are confident that the scope of work best fits your staff expectations while complying with the New Mexico Department of Transportation (NMDOT) Tribal/Local Public (T/LPA) Agency Handbook.

General Overview: The City has identified Pershing Street and 2nd Street as roadways in need of reconstruction due to a deteriorating pavement section. This project area was selected based on the City of Truth or Consequences ICIP plan. The aged water line has recently been replaced/upgraded with the pavement being patched in this area.

Project Management & Coordination Meetings: Christie Soulsby, PE, will serve as the project manager, and will be responsible for the proper Wilson Staff assigned to the project delivery process at the right time. Christie will manage the budget and schedule on behalf of the City and assures that the project is executed to the City's expectation of cost, schedule, and quality. Duties include, but are not limited to, communication, coordination, project and resources planning, invoicing, meeting attendance, and budget and schedule monitoring and control. The PM is also qualified and responsible for the technical review of the design, cost estimate, and technical specifications given his years of similar project experience. All review meetings will be recorded via a documented meeting summary and distributed to attendees for review and final project record.

Project Limits and Proposed Design Improvements: The beginning of the project will be approximately 250 feet north of the Pershing Street and Main Street intersection to 2nd Street and 2nd Street from Pershing Street to Date Street. The improvements included full-depth roadway reconstruction, new curb and gutter, ADA compliant sidewalk, drive pads, adjustment to existing utilities, drainage improvements, and miscellaneous design elements, as necessary.

Scope of Services: Our scope of services includes the preparation of final signed and sealed construction contract documents including construction drawings, specifications, and engineer's estimate.

- **Final Design:**
 - Geotechnical Engineering which will provide recommendations for pavement design, sidewalk and drive pad subgrade and base course specifications.
 - Topographic and Existing Right-of-way Survey
 - Prepare 30%, 60%, and 90% design review plans and cost estimate.

- NMDOT Certifications
 - Coordination with utility owners
- 100% Contract Documents
 - Signed and sealed construction drawings/plans
 - Complete specification project manual following the NMDOT boiler plate.
 - Certified engineer's estimate
- Host design review meetings – 30%, 60%, 90% and PSE Final Review
- **Assumptions**
 - No additional right-of-way, temporary construction permits, or construction management and engineering will be required during the design phase as all proposed improvements will occur within the existing right-of-way.
 - Existing drainage patterns will be maintained.
 - Structural design for any retaining walls will utilize NMDOT Standard Specifications and Drawings.
- **Exclusions:**
 - Environmental Certification above the PCE level
 - Bidding/Letting services
 - Construction Administration services

Deliverables:

- 100% signed and sealed construction plans and specifications/project manual.
- Certified engineer's estimate.
- NMDOT Certifications
 - Environmental
 - ISA
 - LOE (Programmatic/Categorical Exclusion (PCE))

Schedule: Wilson & Company will provide the above deliverable within 4 months from the authorization to proceed date.

Compensation: Project will be completed at a Lump Sum cost of \$138,667.00, including NMGR. See Attachment Exhibit "A" for detailed labor-hour breakdown of all associated activities. Your approval signature below shall signify authorization to proceed. If you should have any questions or comments concerning this proposal or any aspect of this project, please feel free to contact Edward Cordova by email at Edward.cordova@wilsonco.com or Christie Soulsby at christie.soulsby@wilsonco.com.

Sincerely,

WILSON & COMPANY



Edward Cordova, PE
Vice President

Angie Gonzales
City Manager

Date

Attachments: Exhibit "A" Labor-hour & expense cost breakdown

Exhibit "A" Labor Hour and Expense Cost Breakdown					
Engineering Design Services City of TorC Pershing/2nd Street Prepared by Wilson & Company Inc. Engineers & Architects					
Job Description/ Personnel	Project Manager (P5)	Senior Engineer (P4)	Engineer Intern (P1)	Drafting Technician (OD3)	Total
Phase I - Preliminary Design (30%)					
Utility Owner Notifications		1	2		3
30% Design Drawings	4	40	80	80	204
Engineer's Estimate	1	4	4		9
NMDOT Submittal Package	1	2	2		5
Conduct NMDOT 30% Review, agenda, meeting minutes, distribution	3	3	3		9
Phase II - Preliminary Design (60%)					
Address 30% Comments and Prepare Comment Resolution Form (CRF)	1	1	4	4	10
Complete Quantity Schedules		8	8		16
Schedule Grade & Drain Field Review and Constructability Review	4	4	4		12
60% Design Drawings	5	35	80	80	200
Engineer's Estimate	1	6	6		13
Draft Specifications Contract Book	1	8	16		25
NMDOT Submittal Package	1	2	2		5
Conduct NMDOT 60% Review, agenda, meeting minutes, distribution	3	3	3		9
Phase III - Final Design (90%)					
Address 60% Comments and Prepare Comment Resolution Form (CRF)	1	1	2	2	6
Signed and Sealed Engineer's Probable Cost Estimate	1	6	6	1	14
90% Design Drawings	5	25	65	65	160
Contract Book		8	16		24
NMDOT Certifications (2)		4	4		8
Prepare and Secure Special Provision Approvals and NTC's		1	2		3
NMDOT Submittal Package	1	1	2		4
Conduct NMDOT 90% Review, agenda, meeting minutes, distribution	3	3	3		9
Phase IV - Final Design (100%)					
Address 90% Comments and Prepare Comment Resolution Form (CRF)	1	1	2	2	7
Signed Sealed PS&E Drawings	5	15	20	30	70
Update "Draft" Specifications Contract Book	1	2	4		7
Engineer's Estimate	1	1	1		3
NMDOT Submittal Package	1	2	2		5
Total Man-hours	45.25	187	343	264	840
Unit Cost	\$ 10,068.13	\$ 30,711.29	\$ 38,930.50	\$ 26,004.00	
Total Labor Cost					\$ 105,713.91
Expenses					
Topographical Survey					\$ 15,000.00
Geotechnical Investigation					\$ 7,500.00
Travel for Site Visit (Mileage at \$0.67/mile, 160 miles (round trip; Las Cruces to project site)					\$ 107.20
Total Expenses					\$ 22,607.20
Proposed Project Cost w/o NMGRIT					\$ 128,321.11
Proposed Project Cost with NMGRIT @ 8.0625%					\$ 10,345.89
Total Project Costs					\$ 138,667.00

Contract No. D20213
 Vendor No. 0000054340
 Control No. HW2L100619

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

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

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described on Control No. L100619, and the Public Entity's resolution attached as Exhibit C. See:

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

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

2. Project Funding.

- a. The estimated total cost for the Project is **One Hundred Thirty Eight Thousand Six Hundred Sixty Seven Dollars and No Cents (\$138,667)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2025 Local Government Road Fund</u>	\$104,000	\$34,667	\$138,667
For the purpose stated above in Section 1.			
Total Project Cost: \$138,667			

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

3. The Department Shall:

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

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

4. The Public Entity Shall:

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

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

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

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification

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

7. Termination.

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

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Mallery Manzanares
By: 83F307B82CB1449
Cabinet Secretary or Designee

Date: 07/19/24

Recommended By District Engineer
By: _____
District Engineer

Date: 07/17/24

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

DocuSigned by:
Sunderjeet Kaur
By: _____ CBDD0719FE734A2
Assistant General Counsel

Date: 07/19/24

City of Truth or Consequences

By: [Signature]
Title: Major

Date: June 26, 2024

Attest: [Signature]
Name and Title

LGRF MAP AGREEMENT
Rev 5/2024

EXHIBIT A
Minimum Design Standards

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

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

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

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

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

EXHIBIT C

**City of Truth or Consequences RESOLUTION
PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW
MEXICO DEPARTMENT OF TRANSPORTATION**

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

WHEREAS, the total cost of the project will be \$138,667 to be funded in proportional share by the parties hereto as follows:

CN L100619 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
FY 2025 Local Government Road Fund Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements	\$104,000	\$34,667	\$138,667

WHEREAS, the City of Truth or Consequences shall pay all costs, which exceed the total project cost of \$138,667.

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

- The project for this Cooperative Agreement is adopted and has a priority standing.
- The Cooperative Agreement terminates on **6/30/2026** and the City of Truth or Consequences incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- The agent of the City of Truth or Consequences, Angie Gonzales - City Manager (name or title), shall have signature authority to bind the City of Truth or Consequences to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the City of Truth or Consequences in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the City of Truth or Consequences to enter into Cooperative Agreement for Project Control Number L100619 with the New Mexico Department of Transportation for the LGRF Program for fiscal year 2025 for **Pershing St 280 North of Main Ave to 2nd St & 2nd St from Pershing to N Date Ave - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements** within the control of City of Truth or Consequences in the State of New Mexico.

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


(PRINTED NAME, POSITION) Rolf Meador - Mayor

10/24/24
DATE


(PRINTED NAME, POSITION) Amanda Fortistar - Mayor Pro-Tem

10/24/24
DATE

(PRINTED NAME, POSITION)

DATE

EXHIBIT D

Construction Phase Duties and Obligations

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

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L100619

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

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

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

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

City of Truth or Consequences

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

**District LGRF Coordinator
Department of Transportation**

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L100619

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

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L100619** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "DEPARTMENT" 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[##]

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

City of Truth or Consequences

By: _____ Date: _____

Mayor

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation



City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

December 6, 2024

Dear Mayor Hechler, Mayor Pro-Tem Forrister and City Commissioners:

RE: GRAINGER INC-STATE PRICE AGREEMENT- LEARNING CENTER

Community Development would like to utilize the State Price Agreement #80-0000-18-0080AJ, to purchase tables and chairs for the Gardner Learning Center.

These items are subject to approval based on the requirement for approvals over the \$20,000 Dollar threshold.

I am requesting our City Commission to publicly approve this purchase and allow me to move forward with this procurement.

Please, see attached:

COMMUNITY FUNDS: 214

Total Cost: \$24,365.44

Respectively,

Jocelyn Holguin

Finance Director/Acting CPO

ROLL CALL APPROVED OR DENIED:

Mayor, Rolf Hechler: Approved: ____/Denied: ____

Mayor Pro Tem, Amanda Forester: Approved: ____/Denied: ____

Commissioner, Destiny Mitchell: Approved: ____/Denied: ____

Commissioner, Merry Jo Fahl: Approved: ____/Denied: ____

Commissioner, Ingo Hoepfner: Approved: ____/Denied: ____

Final Motion: Approved: ____/Denied: ____

Date: _____ Purchase Order No. # _____

PURCHASE REQUISITION APPROVAL

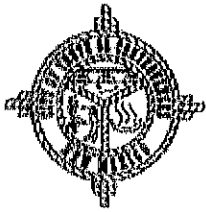
2023-24 Fiscal Year

COMMISSION MEETING 12/18/2024

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93429	GRANGER INC	Tables and Chairs for Gardner Learning Center	Traci Alvarez	Community Development	\$ 24,365.44	SPA
		SEE ATTACHED: Quotes & State Price Agreement				
					\$ 24,365.44	

ATTEST:

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



REQUISITION

Requisition #: 93429

Date: 11/08/2024

Vendor #: 1747

ISSUED TO: GRAINGER INC
DEPT 815747498
P.O. BOX 419267
KANSAS CITY, MO 64141-6267

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

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1		555 CONFERENCE/TRAINING TABLES		32.00	214-2540-44613	17,768.96
2		206 FOLDING CHAIRS 4 PER PACK		32.00	214-2540-44613	6,596.48

PO Description: GARDNER LEARING CENTER CONF ROOM FURNITURE

Detailed Description:

PENDING COMMISSION APPROVAL 12-18/2024
STATE PURCHASING AGREEMENT 80-00000-18-00080AJ
SEE ATTACHED QUOTES:

Authorized By: _____

SUBTOTAL:	24,365.44
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	24,365.44



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

Statewide Price Agreement Amendment

Awarded Vendor:

0000013469

W.W. Grainger Parkway
100 Grainger Parkway
Lake Forest, IL 60045

Telephone No.: (916) 503-0229

NASPO Master Agreement No.: 8496

Number: 80-00000-18-00080AJ

Amendment No.: Three

Term: September 21, 2018 - December 31, 2024

Ship To:

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

Procurement Specialist: James Ortega *JO*

Telephone No.: (505) 795-2516

Email: james.ortega@gsd.nm.gov

Invoice:

As Requested

Title: Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2024 to December 31, 2024 at the same price, terms and conditions.

Supporting documentation including pricing and the Master Agreement can be found here:

<https://www.naspo.valuepoint.org/portfolio/facilities-mro-and-industrial-supplies-2018-2024/w-w-grainger-inc/>

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

Accepted for the State of New Mexico

Natalie Martinez

Date: *5/23/2024*

Dorothy Mendonca
New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**



NATIONAL PUBLIC SEATING Folding Chair: Plastic Seat, Steel Frame, Charcoal Seat, 500 lb Wt Capacity

Item 793EK6 Mfr. Model 820

 Compare

Product Details Catalog Page N/A

Brand **NATIONAL PUBLIC SEATING**

Product Type **Folding Chair**

Seat Width **15-3/4 in**

Seat Depth **16-1/4 in**

Back Height **7-1/2 in**

Back Width **18-3/4 in**

Overall Height **29-3/4 in**

Overall Width **18-3/4 in**

Overall Depth **20-3/4 in**

Folded Depth **2-1/2 in**

Structural Material Thickness **18 ga**

Padding Location **No Padding**

Seat Structural Material **Plastic**

Structural Material Finish **Powder Coated**

Back Structural Material **Plastic**

Frame Material **Steel**



Chat with an Agent



Environmentally Preferable
Product - This item has been
designated by the manufacturer
as an environmentally preferable
product (EPP) because this item
is MAS Certified Green.



**ICEBERG Seminar/Training
Table: Gray, 29 in, 72 in Table
Lg, 18 in Table Wd, 250 lb Wt
Capacity**

Item **16W969** Mfr. Model **68067**

Tabletop Color **Gray**

Gray **Mahogany**

[Compare](#)

Product Details Catalog Page N/A

Brand **ICEBERG**

Series **OfficeWorks**

Sub-brand **OfficeWorks**

Product Type **Seminar/Training Table**

Tabletop Shape **Rectangle**

Height Adjustability **Fixed Height**

Overall Height - Maximum **29 in**

Table Length **72 in**

Table Width **18 in**

Tabletop Thickness **3/4 in**

Edge Shape **T-Mold**

Tabletop Surface Material **Melamine**

Tabletop Structural Material **Particle Board**

Frame Material **Steel**

Frame Finish **Powder Coated**

Tabletop Color **Gray**

Frame Color **Charcoal**

Edge Color **Gray**

Leg End Diameter **1-1/2 in**

Number of Feet **4**



Chat with an Agent

Compliance & Restrictions



Environmentally Preferable Product - This item has been designated by the manufacturer as an environmentally preferable product (EPP) because this item has one or more environmentally preferable attributes.

Environmentally Preferable Attribute: Does not Contain Formaldehyde.

Documents



[MobileTrainingTables Catalog](#)



[Alternate Products](#)



ICEBERG Seminar/Training Table: Mahogany, 29 in, 72 in
Table Lg, 18 in Table Wd, 250 lb
Wt Capacity
Item **16W970**

[Compare](#)

Your Price

\$622.16 / each

Qty

1

[Add to Cart](#)



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

December 6, 2024

Dear Mayor Hechler, Mayor Pro-Tem Forrister and City Commissioners:

RE: PARKHILL TASK ORDER T OR C BLM LANDFILL 2024.2

The Recycling & Solid Waste department would like to utilize our On Call Agreement Contract #2024-09-001, for Task Order described as Stage 1 Abatement Plan Proposal and Development. This request was initially tabled as further information and clarifications. Following a meeting with Parkhill this week, the City now has a better understanding of the purpose of these services. Based on the CAR-Corrective Action Report the City is required to update the Site assessment as the last formal action occurred in 2013. It is the responsibility of the City as it does not pertain to the future development of the driving range.

These items are subject to approval based on the requirement for approvals over the \$20,000 Dollar threshold.

I am requesting our City Commission to publicly approve this purchase and allow me to move forward with this procurement.

Please, see attached:

Solid Waste Fund:505-Other Contractual Services

Total Cost: \$32,000.00

Respectively,

Jocelyn Holguin

Finance Director/Acting CPO

ROLL CALL APPROVED OR DENIED:

Mayor, Rolf Hechler: Approved: ____/Denied: ____

Mayor Pro Tem, Amanda Forester: Approved: ____/Denied: ____

Commissioner, Destiny Mitchell: Approved: ____/Denied: ____

Commissioner, Merry Jo Fahl: Approved: ____/Denied: ____

Commissioner, Ingo Hoepfner: Approved: ____/Denied: ____

Final Motion: Approved: ____/Denied: ____

Date: _____ Purchase Order No. # _____

PURCHASE REQUISITION APPROVAL

2023-24 Fiscal Year

COMMISSION MEETING 12/18/2024

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93580	PARK HILL	TASK ORDER T OR C BLM LANDFILL 2024.2	SOLID WASTE	City-City	\$ 32,000.00	ON-CALL
		SEE ATTACHED:				
					\$ 32,000.00	

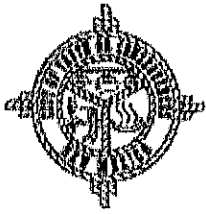
ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Major

Date



REQUISITION

Requisition #: 93580

Date: 12/06/2024

Vendor #: 6058

ISSUED TO: PARKHILL SMITH & COOPER
ACCOUNTS PAYABLE
4222 85TH ST.
LUBBOCK, TX 79423-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 TASK ORDER T OR C BLM LANDFILL 2024		0.00 505-3904-48599	32,000.00
PO Description: TASK ORDER T OR C BLM LANDFILL 2024.2				
Detailed Description: STAGE 1 ABATEMENT PLAN PROPOSAL AND DEVELOPMENT-AS PER THE OUTDATED CORRECTIVE WORK PLAN FROM 2013 SEE ATT.SIGNED ACCEPTANCE SHEET PRORPOSAL FOR 2024 DATES:9-30-2024 OPEN PO FY 2024-2025 SOLID WASTE PENDING COMMISSION APPROVAL 12-18-24				

Authorized By: _____

SUBTOTAL:	32,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	32,000.00



TASK ORDER T OR C BLM LANDFILL 2024.2
ACCEPTANCE SHEET

PARKHILL
333 Rio Rancho Blvd, Suite 400
Rio Rancho, New Mexico 87124
505.867.6990

Description of Services: Stage 1 Abatement Plan Proposal and Development
Project Name: Closed Truth or Consequences BLM Landfill
Project Address: Elephant Butte, NM
Date: September 30, 2024

For approval and payment of charges, invoices will be charged to the account of:

Firm: City of Truth or Consequences
Attention: Ms. Angela Gonzales
Address: 505 Sims Street
City/State: Truth or Consequences, NM
Zip Code: 87901
Telephone: 575.894.6673
E-mail: agonzales@torcnm.org

This AGREEMENT acknowledges acceptance of the Scope of Services outlined in the attached letter proposal dated September 30, 2024 (Exhibit A), in addition to the Agreement for Professional Services between Parkhill and the City of Truth or Consequences (the City) and Parkhill dated April 13, 2022, and is subject to the following special provisions/payment schedule:

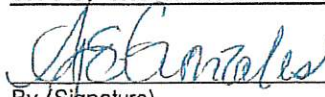
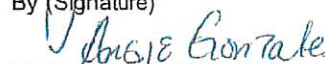
Exhibit A - Task Order Scope of Services

Proposed "Not to Exceed" fee of \$29,500.00 Invoiced on a Lump Sum basis with monthly progress payments.
Plus estimated NMGR of \$2,341.56 (@7.9375%) For a Total Fee of \$31,841.56 as of the date of this Proposal.
Invoices will reflect the prevailing NMGR rate at the time of invoicing, which could affect the Total Fee amount specified in this proposal.

Except as expressly modified herein, no other provisions of the Agreement between the Engineer and Client are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Engineer and Client, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

This AGREEMENT is accepted by:

CITY OF TRUTH OR CONSEQUENCES


By (Signature)

By (Type/Print)
City MGR
Title
Accepted 9/30/2024

PARKHILL

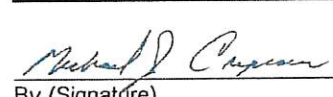

By (Signature)
Michael J. Crepeau, PE
By (Type/Print)
Senior Associate
Title
Accepted September 30, 2024





EXHIBIT A

Task Order T or C BLM Landfill 2024.2 Scope of Services Stage 1 Abatement Plan Proposal and Development

Task 1.0: Project Management

This task includes meetings and communications with the City, New Mexico Environment Department Groundwater Quality Bureau (GWQB), subconsultants, subcontractors, etc. Also included are senior review and quality control of task deliverables, as well as maintenance of project scope, schedule, and budget.

Task 2.0: Stage 1 Abatement Plan Proposal

This task is comprised of development and submittal of a Stage 1 Abatement Plan Proposal for the former Truth or Consequences BLM Landfill (the Landfill) as required by the New Mexico Ground and Surface Water Protection Rules, Abatement Plan Proposal (20.6.2.4106 NMAC). The purpose of the Stage 1 Abatement plan (Plan) is to develop and conduct a site investigation that adequately describes site conditions and provides the data necessary to select and design an appropriate and effective abatement option for the site in the future. This task includes background research and data collection from previous investigations and work performed for this site (i.e., desktop survey), the development and submittal of a Plan which builds upon that previous work and proposing additional measures to advance site knowledge and environmental impact.

The goals of this Stage 1 Abatement Plan are to:

- Characterize current environmental conditions using historic groundwater sampling of previously installed wells (MW-3R, MW-8, MW-9, MW-10).
- Develop background water quality statistics for the three recently installed wells (MW-5R, MW-11, MW-12).
- Determine if the facility is potentially impacting the local groundwater quality.
- Determine if additional monitoring locations are required to support further characterization of groundwater quality upgradient of the landfill.

Implementation of the proposed Plan, including future sampling and laboratory analyses are not included in this Proposal and will be the subject of future discussions with the City and NMED. The proposed Plan will also include the rationale for background water quality sampling of the three new monitoring wells (MW-5R, MW-11 and MW-12) in order to establish background water quality values for these wells, and to continue annual sampling of the existing wells (MW-3R, MW-8, MW-9, and MW-10).

Task 3.0: Request for Additional Information Support

In the event that GWQB determines that additional information or Plan design elements are required prior to final approval of the Plan and provides those requests as an official Request for Additional Information (RAI), Parkhill will respond to those requests, as required, and submit the materials directly GWQB in the format requested. Our fee assumes that only one review and request for additional information round will be required by GWQB. Should additional RAIs be provided, Parkhill will provide a cost estimate for approval by the City prior to proceeding.



MICHELLE LUJAN GRISHAM
GOVERNOR

JAMES C. KENNEY
CABINET SECRETARY

Via Email and Certified Mail

July 31, 2024

Andres Alvarez
Sanitation Director
601 Nadyne Courte
Truth or Consequences, NM 87901
aalvarez@torcnm.org

RE: Corrective Action Report Approval and Stage 1 Abatement Plan (S1AP) Submittal Required,
Former Bureau of Land Management Landfill, Truth or Consequences, New Mexico

Dear Andres Alvarez,

The New Mexico Environment Department (NMED) Ground Water Quality Bureau (GWQB) is in receipt of the report titled *Groundwater Monitoring Well Completion Report*, dated March 4, 2024, for the former Truth or Consequences / Bureau of Land Management Landfill (Site), and herein referred to as the Corrective Action Report (CAR). Parkhill submitted the CAR on behalf of the City of Truth or Consequences in accordance with Subsection 1203.A of the New Mexico Ground and Surface Water Protection Regulations (20.6.2 NMAC). The CAR details the installation, construction, development, and sampling of three replacement groundwater monitoring wells, the plugging and abandonment of two monitoring wells, and the reconfiguration of four monitoring wells from below-ground vaults to above-ground monument vaults. The CAR also includes all applicable New Mexico Office of the State Engineer permits and the elevation survey report prepared by Allsup Land Surveying for all new and existing monitoring wells.

GWQB has reviewed the CAR and the data provided therein, and pursuant to 20.6.2.1203.A NMAC, approves the CAR. In addition, this letter serves to inform the City of Truth or Consequences that 20.6.2.1203.A NMAC is no longer an appropriate regulatory pathway to complete future Site assessment, remediation, or mitigation. Therefore, pursuant to 20.6.2.1203.A(9) NMAC and 20.6.2.4104 NMAC, NMED hereby requires submittal of a Stage 1 Abatement Plan (S1AP) in conformance with 20.6.2.4106.B NMAC within 60 days of receipt of this correspondence. The purpose of a S1AP is to design and conduct site investigation(s) to adequately define site conditions and provide the data necessary to select and design an effective abatement option.

NMED will issue a press release within 30 days of receipt of the approved S1AP as required by 20.6.2.4108.A NMAC. The press release will summarize the following:

1. the source, extent, magnitude and significance of water pollution, as known at the time;
2. the proposed S1AP investigation; and
3. the name and telephone number of an agency contact who can provide additional information.

SCIENCE | INNOVATION | COLLABORATION | COMPLIANCE

Ground Water Quality Bureau | 1190 Saint Francis Drive, PO Box 5469, Santa Fe, New Mexico 87502-5469
Telephone (505) 827-2900 | www.env.nm.gov/gwqb/

Former Truth or Consequences Landfill
July 31, 2024

Please be advised that this approval does not relieve responsibility to obtain third-party access and to comply with all other federal, state, and local laws and regulations, including zoning requirements and nuisance ordinances.

Pursuant to the NMED Delegation Order dated February 19, 2024, the Cabinet Secretary has delegated the authority to sign letters requiring an Abatement Plan under the New Mexico Water Quality Act to the Chief of the GWQB. If you have any questions, please contact Noel Hernandez, State Cleanup Program Project Manager, at (505) 660-8497 or noel.hernandez@env.nm.gov or ros.general@env.nm.gov.

Sincerely,

Justin Ball

Digitally signed by
Justin Ball
Date: 2024.07.31
11:25:23 -06'00'

Justin Ball, Chief
Ground Water Quality Bureau

cc: Andrew Yuhas, Parkhill, ayuhas@Parkhill.com
George Schuman, GWQB-ROS
Paul Chamberlain, GWQB-SCP
Noel Hernandez, GWQB-SCP
ROS Reading File



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

December 6, 2024

Dear Mayor Hechler, Mayor Pro-Tem Forrister and City Commissioners:

RE: PATILLO BROWN AND HILL

The Finance Department on review noticed there was not a purchase order in place for Audit Services for FY 23/24. As we are close to this year's audit end I would like to have in place prior to invoice. Thank you.

These items are subject to approval based on the requirement for approvals over the \$20,000 Dollar threshold.

I am requesting our City Commission to publicly approve this purchase and allow me to move forward with this procurement.

Please, see attached:

CITY TO CITY FUNDS: 101, 503, 504, 505 & 506

Total Cost: \$52,870.00

Respectively,


Jocelyn Holguin

Finance Director/Acting CPO

ROLL CALL APPROVED OR DENIED:

Mayor, Rolf Hechler: Approved: ____/Denied: ____

Mayor Pro Tem, Amanda Forester: Approved: ____/Denied: ____

Commissioner, Destiny Mitchell: Approved: ____/Denied: ____

Commissioner, Merry Jo Fahl: Approved: ____/Denied: ____

Commissioner, Ingo Hoepfner: Approved: ____/Denied: ____

Final Motion: Approved: ____/Denied: ____

Date: _____ Purchase Order No. # _____

PURCHASE REQUISITION APPROVAL

2023-24 Fiscal Year

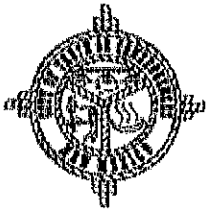
COMMISSION MEETING 12/18/2024

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93536	PATILLO BROWN & HILL	ANNUAL AUDIT FY 23-34	FINANCE	City-City	\$ 52,870.00	ON-CALL
		SEE ATTACHED: Engagement Letter & Agreement				
					\$ 52,870.00	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Rolf Hechler, Major Date



REQUISITION

Requisition #: 93536

Date: 11/27/2024

Vendor #: 8261

ISSUED TO: PATTILLO BROWN & HILL, LLP
5310 HOMESTEAD RD NE STE 100B
ALBUQUERQUE, NM 87110-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 ANNUAL AUDIT FY 2023-24		0.00 101-1018-48596	14,030.00
2	0 ANNUAL AUDIT FY 2023-24		0.00 503-3702-48596	9,710.00
3	0 ANNUAL AUDIT FY 2023-24		0.00 504-3803-48596	9,710.00
4	0 ANNUAL AUDIT FY 2023-24		0.00 505-3904-48596	9,710.00
5	0 ANNUAL AUDIT FY 2023-24		0.00 506-4005-48596	9,710.00

PO Description: ANNUAL AUDIT FY 2023-24

Detailed Description:

ANNUAL AUDIT FY 2023-24
CONTRACT & APPROVAL LETTER FROM OSA ATTACHED

Authorized By: _____

SUBTOTAL:	52,870.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	52,870.00

JOSEPH M. MAESTAS, P.E.
STATE AUDITOR

RICKY A. BEJARANO, CPA, CGMA
DEPUTY STATE AUDITOR



State of New Mexico
Office of the State Auditor
CONSTITUENT SERVICES
(505) 476-3821

April 08, 2024

Angela Gonzales
City Manager
City of Truth or Consequences
agonzales@torcnm.org

Dear Angela Gonzales,

Pursuant to NMSA 1978, Sections 12-6-3 and -14, and any applicable provisions of the Audit Rule, the Office of the State Auditor (OSA) hereby approves the request and contract for Pattillo, Brown & Hill, LLP (the "IPA") to conduct the Fiscal Year 2024 annual audit or agreed-upon procedures engagement for City of Truth or Consequences (the "Agency"). This approval is contingent upon the following:

- The IPA and the Agency must use the form of contract from the OSA-Connect online portal, with no changes. If any changes are required, a contract amendment will need to be completed and submitted in OSA-Connect for approval.
- The contract price and all other terms of the contract must be identical to the information submitted through the OSA-Connect portal.
- If applicable, the Agency will submit the contract for any additional required approvals from an oversight authority, including any approvals by the Public Education Department or Higher Education Department required by NMSA 1978, Section 12-6-14.
- If applicable, the Agency will submit to the General Services Division Contracts Review Bureau the required number of signed contracts, a copy of this letter and any other required documentation.
- Once you have received all signatures, please login to OSA-Connect and upload your fully executed contract. If you do not upload your fully executed contract, your report release will be delayed.

If any of these conditions is not satisfied, this approval will be void, and the Agency will be required to commence the contracting process again with the submission of new information through the OSA-Connect portal.

If you have any questions, please contact the OSA at (505) 476-3800.

Sincerely,
Office of The State Auditor

2540 Camino Edward Ortiz, Suite A, Santa Fe, New Mexico 87507
Phone (505) 476-3800 * Fax (505) 827-3512
www.osanm.org * 1-866-OSA-FRAUD

STATE OF NEW MEXICO AUDIT CONTRACT

City of Truth or Consequences

hereinafter referred to as the "Agency," and

Pattillo, Brown & HHL, LLP

hereinafter referred to as the "Contractor," agrees:

As required by the Audit Rule, Section 2.2.2.1 NMAC *et seq.*, Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8 NMAC, and whether the Contractor is eligible to enter into this Contract despite the restriction.

1. SCOPE OF WORK (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year 2024 in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule (Section 2.2.2.1 NMAC *et seq.*).

2. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the documents required by Section 2.2.2.9 NMAC to the State Auditor on or before the deadline set forth for the Agency in Section 2.2.2.9 NMAC.
- B. Reports uploaded into OSA Connect by 5:00 pm of the Agency's due date will be considered received by the due date for purposes of Section 2.2.2.9 NMAC. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Section 2.2.2.13 NMAC. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to delivery of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor in accordance with Section 2.2.2.9 NMAC.
- D. Pursuant to Section 2.2.2.10 NMAC, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.
- E. After its review of the audit report pursuant to Section 2.2.2.13 NMAC, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, and any other required electronic schedule (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 10 copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed \$52,870.00 including applicable gross receipts tax.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
----------	---------

(1) Financial statement audit	\$42,500.00
(2) Federal single audit	\$4,000.00
(3) Financial statement preparation	\$2,500.00
(4) Other nonaudit services, such as depreciation schedule updates	\$0.00
(5) Other (i.e., component units, specifically identified)	\$0.00

Gross Receipts Tax = \$3,870.00

Total Compensation = \$52,870.00 including applicable gross receipts tax

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment, State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor. G. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. **TERMINATION, BREACH AND REMEDIES**

A. This Contract may be terminated:

1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(B). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to Section 2.2.2.8 NMAC, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8 NMAC, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the State Auditor from entering into such a contract.

9. RECORDS

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report and that the Contractor's audit report may be relied upon during the audit of the statewide Comprehensive Annual Financial Report, if applicable. However, DFA should not provide to any third party, other than the Comprehensive Annual Financial Report auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

13. CONFLICT OF INTEREST

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, *et seq.*, NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. INDEPENDENCE

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards*, issued by the Comptroller General of the United States, and Section 2.2.2.8 NMAC. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. AMENDMENT

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. MERGER

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.10 NMAC, consistent with

Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. AGENCY BOOKS AND RECORDS

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for certain violations. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. WORKING PAPERS

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. DESIGNATED ON-SITE STAFF

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is Chris Garner. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. OTHER PROVISIONS

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY

City of Truth or Consequences

PRINTED NAME: Paul Hechler
SIGNATURE: [Signature]
TITLE: Mayor
DATE: May 22, 2024

CONTRACTOR

Pattillo, Brown & Hill, LLP

PRINTED NAME: Chris Garner
SIGNATURE: [Signature]
TITLE: Partner
DATE: May 24, 2024



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

WATER GO BOND 2023 PRE-RELEASE FORM

VENDOR NAME:	<u>SMITCHCO CONSTRUCTION INC</u>
ADDRESS:	<u>PO BOX 45, CABALLO, NM 87931</u>
CONTACT #:	

ATTACH TASK ORDER /QUOTE TASK ORDER NO. _____ VENDOR QUOTE# <u>12-11-2024</u>	\$25,848.63
--	--------------------

Change Task Order No. _____ Date: _____ Increased Amount \$ _____	
---	--

WATER BOND \$250,000.00	LOAN #PPRF- 6072A 2023 for Expense	SUBMITTED FOR PAYMENT ON:	
--	---	----------------------------------	--

Authorized Signature: <u>Traci Alvarez</u>	Date: 12-11-2024
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Please note: Must follow the Procurement Code accordingly. For auditing purposes, your bond payment will be held in a separate trust account and may only be released to the person whose name appears on this form. The City of T or C will deduct the cost of any damages. If the cost exceeds the original Task Order, an additional task order and quote (s) shall be provided by vendor, for tracking, adjustments and payments.

OFFICE USE ONLY

☐ Refund Full Amount-Invoices Sent to Traci Alvarez: talvarez@tornm.org

Amount held due to: ☐ Property damage \$ _____

☐ Work not completed

☐ Other/Amount \$ _____

Commission Approval (Over \$20 thousand): _____

***In Lieu of a Purchase Order this Form is for payments to be submitted via the State.**



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

MUNI STREET GO BOND 2023 PRE-RELEASE FORM

VENDOR NAME:	<u>SMITHCO CONSTRUCTION INC</u>
ADDRESS:	<u>PO BOX 45 CABALLO NM 87931</u>
CONTACT #:	<u>575-894-6161</u>

ATTACH TASK ORDER /QUOTE TASK ORDER NO. _____ VENDOR QUOTE# <u>12-11-2024</u>	\$10,079.34
--	--------------------

Change Task Order No. _____ Date: _____ Increased Amount \$ _____	
---	--

STREETS BOND \$250,000.00	LOAN #PPRF- 6072A 2023 for Expense	SUBMITTED FOR PAYMENT ON:	
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Authorized Signature: <i>Traci Alvarez</i>	Date: 12-11-2024
---	-------------------------

Please note: Must follow the Procurement Code accordingly. For auditing purposes, your bond payment will be held in a separate trust account and may only be released to the person whose name appears on this form. The City of T or C will deduct the cost of any damages. If the cost exceeds the original Task Order, an additional task order and quote (s) shall be provided by vendor, for tracking, adjustments and payments.

OFFICE USE ONLY

☐ Refund Full Amount-Invoices Sent to Traci Alvarez: talvarez@tornm.org

Amount held due to: ☐ Property damage \$ _____

☐ Work not completed

☐ Other/Amount \$ _____

Commission Approval (Over \$20 thousand): _____

***In Lieu of a Purchase Order this Form is for payments to be submitted via the State.**



Smithco Construction, Inc.

6 King Canyon Loop

Caballo, NM 87931

P.) 575-894-6161 F.) 575-894-6012 E.) smithco@smithco.cc

Quote for 6th Street Water Line Replacement

December 11th, 2024

Arnie Castaneda
City of T or C
Water/Wastewater Director
575-952-0566
acastaneda@torcnm.org

Dear Arnie:

Smithco Construction, Inc. submits the following proposal for the referenced project. Our work shall include all labor, equipment and materials for waterline replacement on 6th Street between Pine and Ash including 2 tie-ins. NO services or Valves included.

1. Water Line Replacement \$23,850

Quoted-Total Excluding NMGRT: \$23,850

NMGRT @ 8.38%: \$1,998.63

Quoted-Total including NMGRT: \$25,848.63

2. Asphalt Patch \$9,300

Quoted-Total Excluding NMGRT: \$9,300

NMGRT @ 8.38%: \$779.34

Quoted-Total including NMGRT: \$10,079.34

Please feel free to contact me with any questions.

Thank you,

Quaid Muncy

Quaid Muncy



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 18, 2024

Agenda Item #: I.12

SUBJECT: Review, Approve and/or Allocate Funds for MainStreet – Application for Truth or Consequences Annual Fiesta

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: December 9, 2024

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval of MainStreet application for the Truth or Consequences Annual Fiesta.

Recommendation:

The applicant requested \$55,000.00 and the Lodgers Tax Advisory Board recommended funding in the amount of \$51,264.74.

Attachments:

- MainStreet Application
- MainStreet Contract
- Approved Scope of Work

Fiscal Impact (Finance): Yes

\$51,264.74

Legal Review (City Attorney): Yes

Approved for Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-18-24



2024-2025 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	MainStreet Truth or Consequences and Fiesta TorC
Project/Event Name	Truth or Consequences Annual Fiesta (75 YEARS)
Event Date(s) and Location (if applicable)	May 2/3/4 downtown TorC/REP
Event Organizer & Title within Organization (if applicable)	Destiny Mitchell Fiesta Coordinator Becca Eza MainStreet Executive Director
Phone Number of Organizer	Destiny Mitchell 575-740-7542 Becca Eza 828-980-8229
Email of Organizer	destinydawn14@hotmail.com director@torcmainstreet.org
Organization Address	TorC Chamber of Commerce 207 South Foch
Organization's Contact Person (If different than event organizer)	
Contact Phone and Email for Organization's Contact Person	575-740-7542 575-894-3536

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$55,000
Anticipated Attendance (not including volunteers/staff):	5,000+

PART 3: CRITERIA

- I. Was this project/event funded in 2023-2024? Circle one: **YES**
- II. How many times has your event occurred? List previous events years. If new, indicate "new": 75 years of Truth or Consequences Fiesta!!!

- III. Define/Describe the overall project/event (what is happening at the event?):
- A. The Truth or Consequences Fiesta has long been a celebration that invites both locals and out-of-town visitors to experience the vibrant history and charm of our beloved town. The 75th year of the Fiesta offers a special opportunity for the town to promote itself to the wider world while strengthening community bonds and recognizing the people who have shaped its character over the years.
 - B. Key events include the parade, live music performances, food and craft vendors, Mr Fiesta and Mrs Fiesta competitions, a historical walk, children's activities including a fishing derby and a skateboard competition, sports and cornhole tournaments, and more!
 - C. Innovations for this year include: A special parade invitation to Mrs. Fiesta winners and competitors from years' past, a special screening of *Eddington* (schedule allowing), local celebrity events, and more and better music than ever before!
- IV. Who is your target audience for your project/event and advertising (who do you want to attend?)
- A. For locals, the Fiesta is more than just an event; it's a meaningful celebration of our shared history and a tribute to the community that has grown around this unique town. It's a time to come together, share stories, and honor the legacies and friendships that define Truth or Consequences. This means bringing together everyone in our community, from kids to seniors and veterans.
 - B. Historically, the Fiesta was a major attraction, drawing people from all over the country to witness the name-change festivities and enjoy the warm mineral springs, local arts, and small-town spirit that have come to define Truth or Consequences. This year's Fiesta is a chance to rekindle that broad interest, reminding tourists of the area's enduring appeal and encouraging them to reconnect with us or visit for the first time!
- V. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?
- A. Specifically larger communities, Albq, El Paso, Las Cruces, Santa Fe, Phoenix/Tucson/Kingman, Colorado, Louisiana. We also had people and vendors who came from all of these places last year.
 - B. This year, we will be collaborating with local Airbnbs and motels to offer special Fiesta Packages and incentives for visitors, showcasing our many unique and charming accommodations. By promoting the Truth or Consequences Fiesta as a complete vacation experience, we'll reach out beyond Sierra County, encouraging tourists to enjoy everything the area has to offer—from festive events and attractions to comfortable, distinctive places to stay.
 - C. We will also have a new emphasis on promotion through radio. This includes radio ads on commercial radio, and also seeking coverage from NM's public radio stations (KANW, KUNM, KCIE, KGLP, KRWG-FM). Afterall — our town was named after a radio show, and we hope to leverage this fact with them.
- VI. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

- A. We plan on advertising in several newspapers statewide as we have in years past ~50% basically newspapers, and tourism related information destinations. We are focusing primarily on digital media but we do expect to have printed welcome information distributed across the state and SW. Our media coordinator is working on those.
- VII. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:
 - A. We have been able to show participation in our event and the successes by tracking information at our Fiesta merchandise booth, and utilizing traffic from the Visitors Center and Chamber of Commerce. We also have analytics on website and other social media traffic, as well as an increase in GRT and hotel bookings for a relatively slow month in downtown TorC.
 - B. We anticipate being able to prove our success by increased hotel stays, attendance, and first time attendees, as well as data from parade entries, vendor lists, and tournament participants which will indicate how many people attended and where they were from for the Fiesta Sponsored events. Geronimo Trails Scenic Byways and Visitor Center along with the Geronimo Springs Museum will allow us to log and track our attendees. We will also have reports out on social media check ins, hits, shares, and hashtags.
 - C. This year, we are investing in unique ways to promote Fiesta outside of the county, including a postcard campaign, antenna flags, and poster/rack card distribution through New Mexico True and along Historic Route 66. These will be distributed by our wonderful volunteers.
 - D. We will also request a table at the very popular Las Cruces Saturday Market (free for nonprofits) where we will distribute materials.
- VIII. How many Facebook followers do you have for this event page or organization page (for a project)?
 - A. Please see attached documentation.
- IX. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate ad revenue will be generated?
 - A. We have approximately \$7,500 worth of stage/banner advertising space that we plan on selling. We do not intend to generate revenue on sold advertisements, but more on donations, sponsorships and lodgers tax.
- X. If you are asking for funding for an existing website, be sure to attach analytics from the previous year.
 - A. Please see attached.

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to the City Commission.

PART 5: FINANCIAL DISCLOSURE CHECKLIST

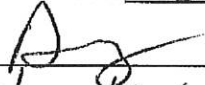
As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- ☐ IRS and Secretary of State proof of Good Standing
- ☐ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: Destiny Mitchell Fiesta Coordinator

Signature: 

Date: 11/4/24

FY25 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: November 12, 2024

Applicant: MainStreet Truth or Consequences

Project(s) Applied For:

1) Truth or Consequences Annual Fiesta

Amount Requested: \$64,264.74 **Amount Approved:** \$51,264.74

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount: LTAB approved expenses that they believed would be most likely to put "heads in beds".

Scope of Work may be found on the following spreadsheet

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and **MAINSTREET (“Truth or Consequences Annual Fiesta)”** herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodgers Tax funds to the Contractor to aid the Contractor’s promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of **\$51,264.74** to the Contractor for a one (1) year period commencing on December 18, 2024 and continuing through June 30, 2025.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor’s application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.

- d. All invoices must be turned into the City Clerk's Office no later than the last business day of **May 2025**.
 - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such

provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
17. **Access to Records:**
- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.

19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.

22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. **Interest of other Local Public Officials** - No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Angie Gonzales, City Manager

Date

Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodgers Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodgers Tax, the following must be strictly adhered to:

Please initial each requirement:

- _____ PAID invoices must be presented to the City Manager's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.
- _____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.
- _____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.
- _____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)
Designee No. 1: _____ Phone No. _____
Designee No. 2: _____ Phone No. _____
- _____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.
- _____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.
- _____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2024

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative