

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoeppe
Commissioner

Gary Whitehead
City Manager

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

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, JUNE 11, 2025; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Issuance of Certificates to the Hot Springs High School FFA, 4H, Scat Cats, and SkillsUSA teams. Mayor Hechler
2. Discussion/Presentation: Truth or Consequences Vision Zero Safety Action Plan. Assistant City Manager Alvarez

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. CONSENT CALENDAR

1. City Commission Regular Minutes, May 14, 2025
2. City Commission Regular Minutes, May 28, 2025
3. Acknowledge Regular Lodgers Tax Advisory Board Minutes, March 24, 2025

F. CONSENT CALENDAR Continued...

4. Acknowledge Regular Recreation/Golf Course Advisory Board Minutes, March 3, 2025
5. May 2025 Accounts Payable
6. Purchase report of items between \$20,000 and \$60,000

G. PUBLIC HEARINGS

1. Public input: ICIP Public Input. Assistant City Manager Alvarez

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 50 24/25 Budget Adjustment Request. Jocelyn Holguin, Finance Director
2. Discussion/Action: Resolution No. 51 24/25 English & Spanish Election Proclamation. City Clerk Torres
3. Discussion/Action: Resolution No. 54 24/25 Authorizing the City of Truth or Consequences to formally adopt the Vision Zero Safety Action Plan funded by the "Safe Streets for All (SS4A) Grant". Assistant City Manager Alvarez

I. NEW BUSINESS

1. Discussion/Action: FY 2026 Tourism Marketing Proposed Plan/New Mexico True Cooperative Advertising Agreement. City Manager Whitehead
2. Discussion/Action: Re-appointment of Bruce Swingle to serve as a City Representative on the Sierra Vista Hospital Governing Board. City Clerk Torres
3. Discussion/Action: Approval of Purchase Requisitions over \$60,000. Jocelyn Holguin, Finance Director
4. Discussion/Action: Contract Approval of RFP #2025-04-001 Annual Audit Services/Finance. Jocelyn Holguin, Finance Director
5. Discussion/Action: Review, Approve and/or Allocate Funds to the Geronimo Trail Scenic Byway for the Website Hosting & Maintenance. City Clerk Torres
6. Discussion/Action: Review, Approve and/or Allocate Funds to MainStreet T or C for the 2025 Desert Ultra Event. City Clerk Torres
7. Discussion/Action: Review, Approve and/or Allocate Funds to MainStreet T or C and Fiesta TorC for the Annual Fiesta 75 Year Reboot. City Clerk Torres
8. Discussion/Action: Review, Approve and/or Allocate Funds to the Sierra County Arts Council for Ongoing Marketing to Promote Sierra County and T or C as an Arts Destination. City Clerk Torres
9. Discussion/Action: Review, Approve and/or Allocate Funds to the Sierra County Arts Council for Artists of Sierra County Studio Tour Nov 1 & 2, 2025. City Clerk Torres
10. Discussion/Action: State of NM Dept. of Economic Development Capital Appropriation Grant Agreement MainStreet Foch Street Project. Assistant City Manager Alvarez
11. Discussion/Action: 2027-2031 Infrastructure Capital Improvement Plan Project Recommendation and Ranking. Assistant City Manager Alvarez

J. EXECUTIVE SESSION

1. Threatened & Pending Litigation (Sean Barnes vs. City of T or C) pursuant to 10-15-1(H.7).
2. Threatened & Pending Litigation (Rachel Higgins vs. City of T or C) pursuant to 10-15-1(H.7).

K. 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 JUNE 25, 2025 at 4:00 P.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 22, 2024

Agenda Item #: C.1

SUBJECT: Issuance of Certificates to the Hot Springs High School FFA, 4H, Scat Cats, and SkillsUSA teams.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 5, 2025

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

WHO WILL PRESENT THE ITEM: Mayor Hechler

Summary/Background:

Issuance of certificates to the Hot Springs High School FFA, 4H, Scat Cats, and SkillsUSA teams.

Recommendation:

None. Presentation only

Attachments:

• -
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-11-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: C.2

SUBJECT: Discussion/Presentation: Truth or Consequences Vision Zero Safety Action Plan

DEPARTMENT: Community Development

DATE SUBMITTED: June 5, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez – Assistant City Manager

Summary/Background:

Commission approved submission of a grant application on 8-17-2022 for the Bipartisan Infrastructure Law (BIL) establishing the new Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over the next 5 years. To apply for implementation (construction) money for street improvements, we must first complete a Safe Streets and Roads Action Plan. The city received a grant award to develop a comprehensive safety action plan and accepted the grant agreement on 7-12-2023. Plan has received public input and staff, and steering committee members have worked with the engineer to put together the plan.

Recommendation:

Review and Discuss

Attachments:

-
-

Fiscal Impact (Finance): Yes

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 6-11-25



TRUTH OR NEW MEXICO
CONSEQUENCES

Safety Action Plan

June 2025



TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

TRUTH OR CONSEQUENCES, NM

ROAD SAFETY ACTION PLAN

SOUTH CENTRAL COUNCIL OF GOVERNMENTS

Plan adopted June 11, 2025

Plan developed for:

City of Truth or Consequences



Plan developed by:

Wilson & Company, Inc., Engineers & Architects

WILSON
& COMPANY
HIGHER RELATIONSHIPS



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01

EXECUTIVE SUMMARY



1. EXECUTIVE SUMMARY

The Vision Zero Safety Action Plan aims to assist in the elimination of all traffic fatalities and severe injuries while promoting safe, healthy, and equitable mobility for all. The City of Truth or Consequences is committed to achieving zero traffic fatalities and severe injuries by the year 2030 through emphasis of the safe systems-based strategy.

The City is dedicated to creating safe streets for everyone, including pedestrians, cyclists, individuals with disabilities, children, elderly, and motorists. In the pursuit of this commitment, there is a group of stakeholders, formerly identified as the *Vision Zero Task Force*. This task force is fully committed to eliminating all traffic related fatalities and serious injuries. Members' objectives are to develop, advocate and implement strategies and policies that focus on creating a safer and more comfortable transportation system for all roadway users. Focus areas include but are not limited to: roadway design and infrastructure analysis, data analysis, public education on roadway safety, policy recommendations, and organizing and encouraging multi-agency collaboration.

This Safety Action Plan addresses crash characteristics in Truth or Consequences rural and urban areas; a high incidence of crashes in dark, unlit areas; overturning/rollover incidents; a high rate of fixed object collisions; and motor vehicle only collisions. The crash characteristics are derived from comprehensive data analysis of crash data from NMDOT (New Mexico Department of

Transportation) coupled with stakeholder and public input. Stakeholder and public meetings were critical to the establishment of the implementation plan guiding strategic development. This Plan focuses on equitable investments, data-driven decisions that promote a safety culture, and continuous evaluation through integration of policy efforts, infrastructure improvements, community engagement, and equity.

This Vision Zero Safety Action Plan recognizes significant socioeconomic challenges in Sierra County, particularly in the City of Truth or Consequences, emphasizing the need for targeted efforts to address disparities. This community has high poverty rates and significant Latino and American Indian populations, emphasizing the need for equitable safety improvements.

Recommended projects ([see Section 9](#)) are categorized into short-term (1-2 years), medium-term (3-5 years), and long-term (5-10 years) initiatives. The selected Vision Zero Task Force will oversee the implementation of this Plan, continuously identifying potential partnerships and funding sources, and evaluating progress.

Achieving Vision Zero requires coordinated policy efforts, robust partnerships, and effective evaluation mechanisms. This includes collaboration with local, regional, and state agencies, and engaging the community. The Vision Zero Safety Action Plan for the City of Truth or Consequences sets a clear path toward eliminating traffic fatalities and severe



TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

injuries by 2030. The success of this Plan depends on the ongoing commitment to Vision Zero principles and the collaborative efforts of all stakeholders involved. By combining policy efforts, partnerships, and robust evaluation frameworks, The City of Truth or

Consequences aims to create a transportation network that protects all users and achieves the goal of zero fatalities and serious injuries.



CITY OF TRUTH OR CONSEQUENCES VISION ZERO RESOLUTION



RESOLUTION NO. 09 22/23

A RESOLUTION BY THE CITY COMMISSION, THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, PROCLAIMING THE CITY'S COMMITMENT TO END ALL TRAFFIC FATALITIES AND SERIOUS INJURY ACCIDENTS IN TRUTH OR CONSEQUENCES THROUGH PARTICIPATION IN THE VISION ZERO PLEDGE.

WHEREAS, Six individuals were needlessly killed, and 135 individuals were injured on the City of Truth or Consequences (hereafter, City) roadways between 2016 and 2020; and,

WHEREAS, the City recognizes the need for action to increase safety and to prevent deaths and injuries on City streets; and,

WHEREAS, City partners such as the South Central Council of Governments ("SCCOG"), the New Mexico Department of Transportation, Truth or Consequences Municipal Schools, and Sierra County have pledged to join with Truth or Consequences to meet this goal; and,

WHEREAS, Vision Zero is a proven framework for eliminating traffic deaths and serious injuries through intergovernmental and community partnerships leveraging resources and funds to ensure safe and efficient multimodal transportation; and,

WHEREAS, A comprehensive Vision Zero strategy unifies existing safety efforts and elevates improvements through engineering and street design, education and engagement efforts, enforcement and technology, evaluation and data analysis, and equity; and,

WHEREAS, taking the Vision Zero pledge gives the City access to global best practices and resources; and,

WHEREAS, the Truth or Consequences City Council adopted the Multimodal Transportation Safety Plan in 2021 to utilize best practices for safe and efficient multimodal transportation on City streets; and,

NOW, THEREFORE, BE IT RESOLVED THAT, I, Amanda Forrister, Mayor the City of Truth or Consequences, by virtue of the City Commission of the City of Truth or Consequences, do hereby:



TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

1. Pledge the City of Truth or Consequences' commitment to Vision Zero by addressing and mitigating the high rate of pedestrian and vehicular fatalities and injuries on City roadways, with the ultimate goal of achieving zero fatalities and serious injuries by the year 2030.

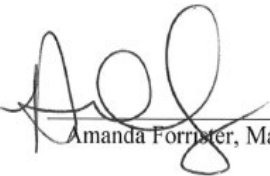
2. Order the immediate creation of a Vision Zero Executive Committee responsible for drafting, within 12 months upon securing its funding, a Truth or Consequences Vision Zero Action Plan with the input of multiple City departments, our Vision Zero partners, and Truth or Consequences community members.

PASSED, APPROVED AND ADOPTED this 24th day of August 2022.



ATTEST:

Angela Torres, City Clerk


Amanda Forrester, Mayor



02

INTRODUCTION



2. INTRODUCTION

This Vision Zero Safety Action Plan (SAP) recognizes that “Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all.” The City of Truth or Consequences has formally adopted a resolution of commitment towards zero traffic fatalities and serious injuries by the year 2030 to address unmet roadway safety needs. The goal of the Vision Zero initiative is to develop a transportation network that protects all of its users, with the goal of eliminating all roadway fatalities and serious injuries. This Vision Zero Safety Action Plan outlines areas of concern within the City, as well as strategies to reduce crashes and offer roadway infrastructure safety improvements.

This Plan was developed through data analysis of the most current New Mexico Department of Transportation (NMDOT) crash data at time of project kick-off (2018-2022) as well as input from the public, and local stakeholders formally referenced in this report as the Vision Zero Task Force, to determine areas of emphasis within the City. From this involvement, an implementation plan was developed that combines policy efforts, infrastructure improvements, community engagement, and equitable action to create a clear path toward the Vision Zero goal: Safe Streets for All.



03

VISION & GOALS



3. VISION & GOALS

THE VISION

As a proponent of Vision Zero, the City of Truth or Consequences, New Mexico, commits to creating the necessary conditions to eliminate fatal accidents entirely by 2030, and minimize injury accidents on all roadways within the community.

"The streets of our communities will be safe for everyone who walks, bikes, uses a wheelchair, or drives. The streets will be comfortable, inviting, and accessible for people with varying abilities, for children and seniors, and others. To achieve these goals, Truth or Consequences will implement roadway designs that: maximize safety for the most vulnerable roadway users; reduce driving speed wherever necessary, reduce the frequency and harm of those involved in crashes; and ensure that data on Vision Zero progress is continually collected and updated to improve upon Vision Zero efforts. Methods for engaging in these efforts include:

- Remaining transparent in our analysis of the state of the program and providing data and information to our partner agencies and the public
- Making equitable and context sensitive investments
- Using data to drive decisions
- Establishing a culture of safety and embracing the 5 E's (education, equity, enforcement, evaluation, engineering)"

GOALS

The following goals of the City's Vision Zero program outline specific methods for achieving the vision.

Goal #1: Create a culture of safe driving behavior - Improve compliance with safe driving practices such as not using cell phones, speeding, driving under the influence of alcohol or drugs, and obeying traffic signals and signs.

Objective #1A: Reduce preventable vehicle incidents by ten percent over the next five years through training, programming and campaigns.

Goal #2: Implement roadway design that is forgiving of human errors - Adjust roadway designs to create safe conditions for all road users.

Objective #2A: Design for quick response time to lessen and avoid the impact of crashes. This includes clear striping and signage for drivers, designated bike lanes for cyclists, a complete network of sidewalks for pedestrians, and adequate road lighting for all users.

Objective #2B

Reduce fatalities and serious injuries through data-driven, and proactive processes to include examination of safety hot spots and systemic safety concerns.

Goal #3: Prioritize street and roadway infrastructure rehabilitation - Roadway rehabilitation slows down drivers while enhancing safety without increasing emergency response times. The result of



TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

modernized safety infrastructure leads to community enhancement and revitalization.

Objective #3A: Achieve a year over year reduction in crashes involving serious injuries or fatalities on rehabilitated roadways by five percent.

Objective #3B: Install and upgrade crosswalks, sidewalks, and bike lanes on all City maintained roadways in compliance with ADA and Complete Street standards.

Goal #4: Strengthen local and regional roadway connectivity - Strategic signage placement provides guidance and information for all roadway users. Prioritization of signage assists in good decision making ultimately reducing total fatalities.

Objective #4A:

Designate five percent of the infrastructure budget to roadway signage installation projects in active corridors that are reminders to all roadway users. There are three major types of signage that provide drivers and pedestrians with safety protocol: regulatory, warning, guide. Signs notify roadway users about mandated traffic laws and regulations.

Objective #4B: Conduct community engagement or public surveys prior to designing rehab projects in all neighborhoods to identify local hazards.

Objective #4C:

Ensure all new and upgraded connector roads meet or exceed current safety design standards. (American Association of State Highway Transportation Officials (AASHTO), Complete Streets)

Objective #4D:

Include Complete Streets design elements in all connectivity projects near residential areas to support the growth of the network.

Goal #5: Coordinate land use and transportation systems to support active transportation.

Objective #5A:

Expand and enhance pedestrian and bike infrastructure so that residents in urban growth boundaries have accessibility to bike lanes or multi-use paths by 2030.



04

SAFETY PARTNERS



4. SAFETY PARTNERS AND TASK FORCE

To properly address the needs of the community, the project team identified individuals for a Vision Zero Task Force to assist in the development and implementation of the Safety Action Plan. The Task Force members comprised knowledgeable individuals from the City and community organizations and offered relevant information and recommendations throughout the Safety Action Plan process. Stakeholders and task force members are commonly used interchangeably, however, within this Plan, the task force will be used to describe the members involved in the planning and implementation process.

The Vision Zero Task Force members are listed below. This Task Force will be crucial to the success and implementation of this Plan and should commit to meeting regularly to discuss progress, potential partnerships, intergovernmental collaboration, funding mechanisms, and necessary updates to the Plan.

MUNICIPAL REPRESENTATIVES

Mayor - Rolf Hechler

City Manager - Gary Whitehead

Assistant City Manager - Traci Alvarez

Streets Manager - Buster Smith

Streets Department Support - Brenden Anglin

Police Chief - Luis Tavizon

Sierra County Sheriff - Josh Baker

Sierra County Emergency Services Administrator - Ryan Williams

NMDOT PARTNERS

NMDOT, District 1-

- Andreas Linnan
- Harold Love
- Andrew Guerra

COMMUNITY PARTNERS

Superintendent of Schools, Truth or Consequences - Nicole Burgin



05

FIVE E'S OF SAFETY



5. THE FIVE E'S OF SAFETY

Safe transportation systems require a holistic approach that supports preventable traffic fatalities. Safe systems implementation helps to address structural and institutional racism by correcting previous community disinvestment to close safety gaps.

The 5E's framework for safety encompasses prioritization of actionable safety approaches, efficacy, and risk reduction. The five E's include: Equity, Education, Engineering, Enforcement and Evaluation. This framework allows for the development of a comprehensive and systematic implementation plan.

EQUITY

Equity requires recognizing that communities have been differentially impacted by a variety of circumstances, structures, and historical contexts that have unjustly advantaged some, while unjustly disadvantaging others.

EDUCATION

Educating the community about roadway safety is a continued process that involves participation of both community members, local law enforcement, and local government. The City of Truth or Consequences prioritizes continued educational programming that provides guidance and assistance on the best practices of roadway usage for drivers and pedestrians. The objective for continued roadway safety is to inform community members on successful ways for reducing serious injuries and fatalities on roadways.

ENGINEERING

There are specific design elements that can be used to improve roads through the Safe System approach. The City of Truth or Consequences transportation infrastructure and systems pledges to design accommodating roadway features and amenities that are forgiving of human error.

ENFORCEMENT

Enforcement is a shared responsibility amongst both the community and law enforcers. It helps to ensure that safety regulations, rules and measures are followed continuously and consistently. The purpose of enforcement is to minimize the risk of accidents by deterring dangerous behavior, while simultaneously reducing fatalities and injuries.

EVALUATION

Evaluation of Safe Systems method allows for the creation and maintenance of safe environments. The evaluation component requires accountability and consistency from both community members as well as law enforcement and local government.



JUSTICE 40 EQUITY DATA ANALYSIS

Climate Change

Climate change is as an ongoing equity issue that will impact the lives of many families, including those residing in Truth or Consequences. Climate change severity impacts different groups of populations, but those who are most heavily impacted are individuals and families that are low-income.

Currently, Truth or Consequences ranks in the 84th percentile for low-income households, which are households that earn an annual income equal to twice the federal poverty level or less. In 2022, the last year of the study period evaluated for this Plan, the federal low-income threshold in the State of New Mexico for a household of four was \$55,500 and \$27,180 for a single individual. Households that are considered low-income are likely to be disproportionately burdened by the effects of climate change as they lack the resources to adapt to the changing climate.

In an environment like Truth or Consequences this might look like a household being unable to afford the electric bill necessary to run air conditioning for longer summers or being unable to commute to work or school

without a car due to increasing temperatures.

Additionally, Truth or Consequences is ranked in the 85th percentile for projected flood risk from floods, tides, rain, riverine, and storm surges. Impacts are projected to increase in severity for the next 30 years. This could increase the economic burden for low-income households through property damage or increased insurance costs.

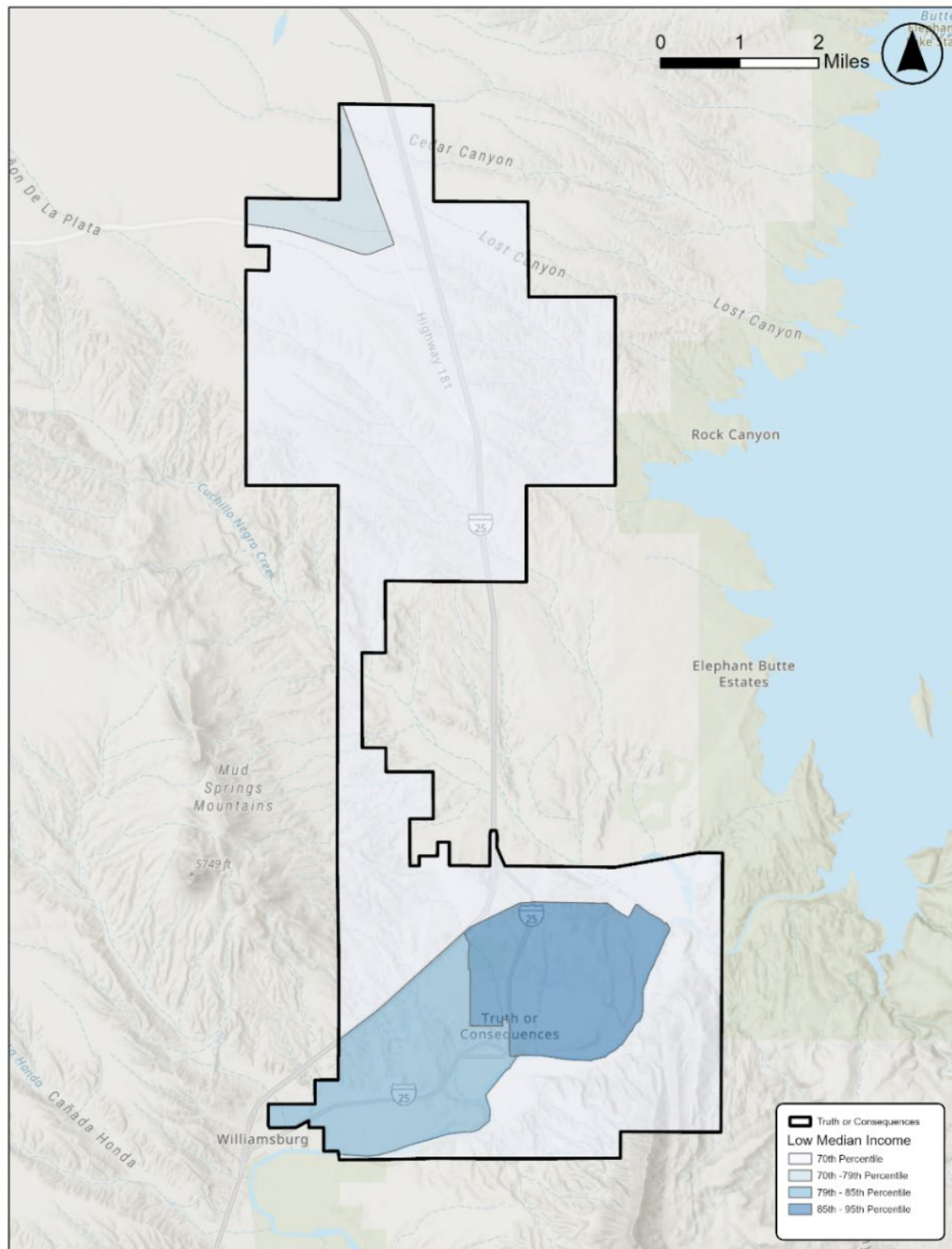
Housing

Housing cost is an additional rising threat for the City of Truth or Consequences, ranking in the 71st percentile for shares of households that are making less than 80 percent of the area median family income and spending more than 30 percent of income on housing. The danger of rising housing costs greatly impacts populations of Truth or Consequences as the City also ranks in the 84th percentile for low-income households. Many houses in the City need structural, electrical, and plumbing upgrades; however, current income ratios do not support equitable and accessible upgrades for many homeowners. The areas shaded in blue in **Figure 5-1** indicate areas of the City where a high number of households are considered low-income and would be burdened by a changing economic landscape.



TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

Figure 5-1. Low Median Income (Percentile)





TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

Health

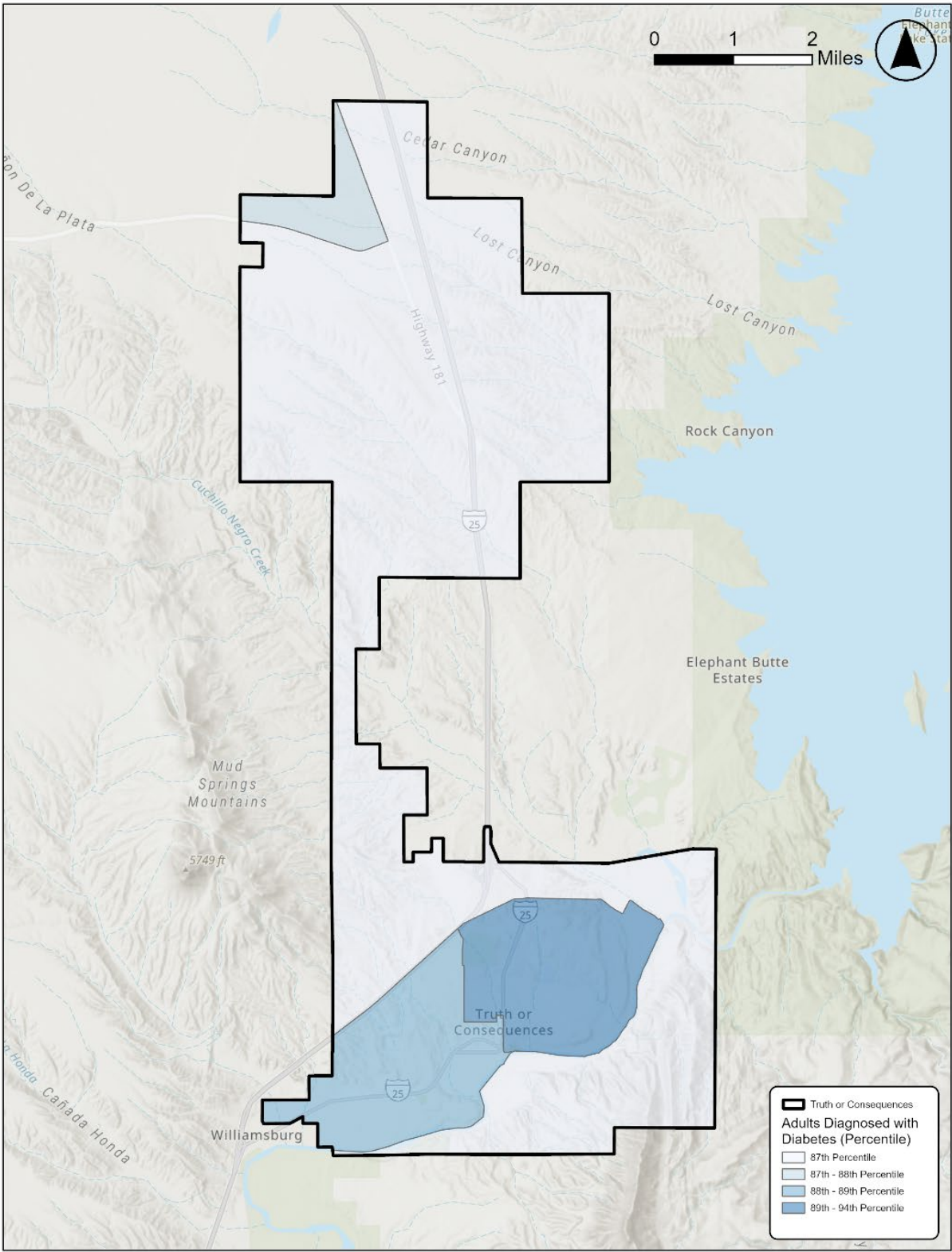
Health inequities are important to consider in the context of transportation safety, as active transportation improvements are a proven positive resource to improve health outcomes. Active transportation provides both direct and indirect health benefits that could address the health burdens facing the community of Truth or Consequences. By decreasing vehicles on the road, alternative modes can improve air quality and lower respiratory-related health events. Additionally, the light activity associated with active transportation modes has been shown to lower cardiovascular risk and cancer risk. The research into the health benefits of active transportation is growing field and is likely to yield more positive trends in the future.

Truth or Consequences could benefit greatly from an investment into public health through active transportation. The City ranks in the 90th percentile of low life expectancy, leading to chronic diseases, with the City's population ranking in the 98th percentile for heart disease and in the 89th percentile for diabetes. A more detailed look within Truth or Consequences can be found in the figures below. They show the sub-tracts within the City by percentile of the population diagnosed with diabetes, heart disease, asthma, and some disability, respectively.



TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

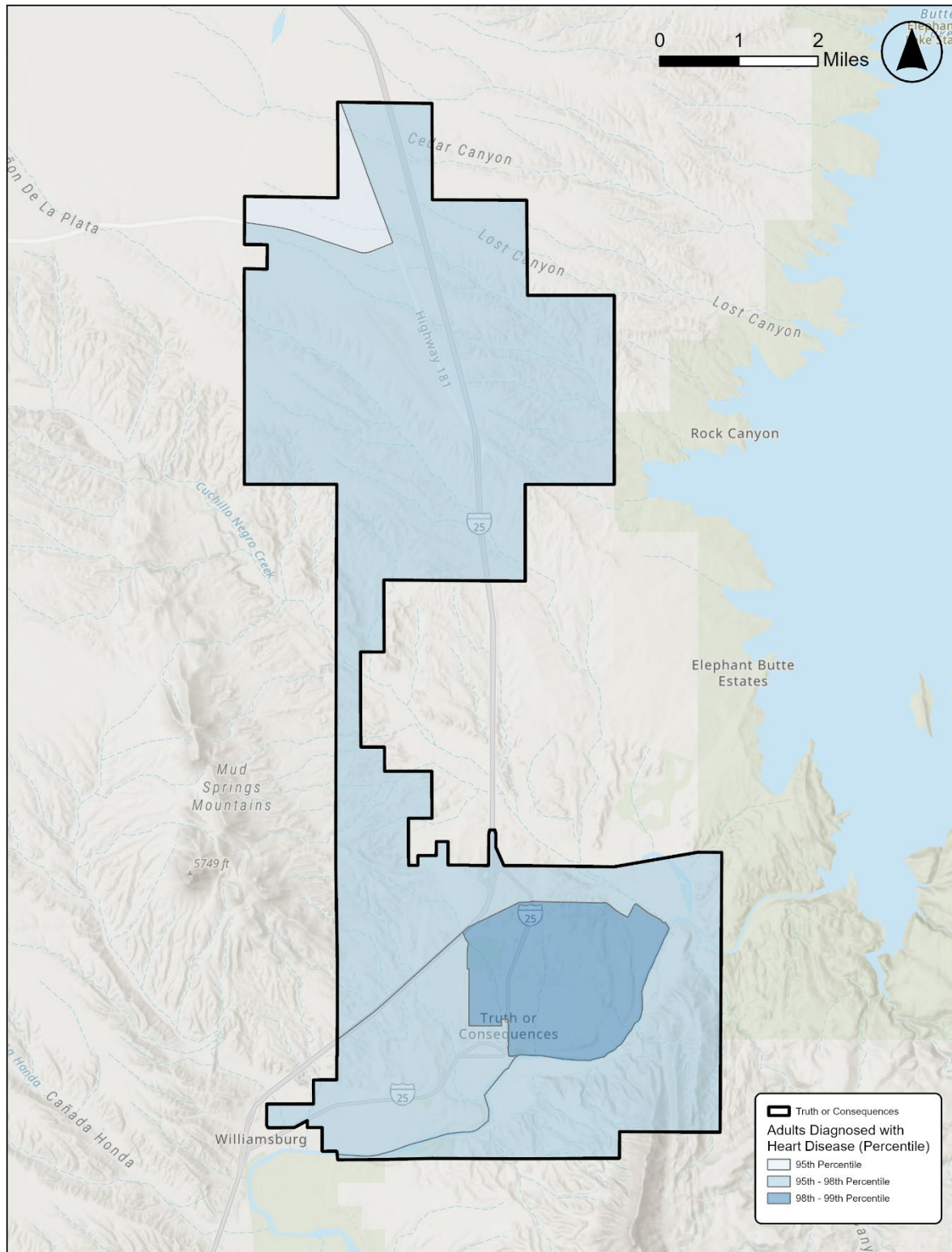
Figure 5-2. Adults Diagnosed with Diabetes (Percentile)





TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

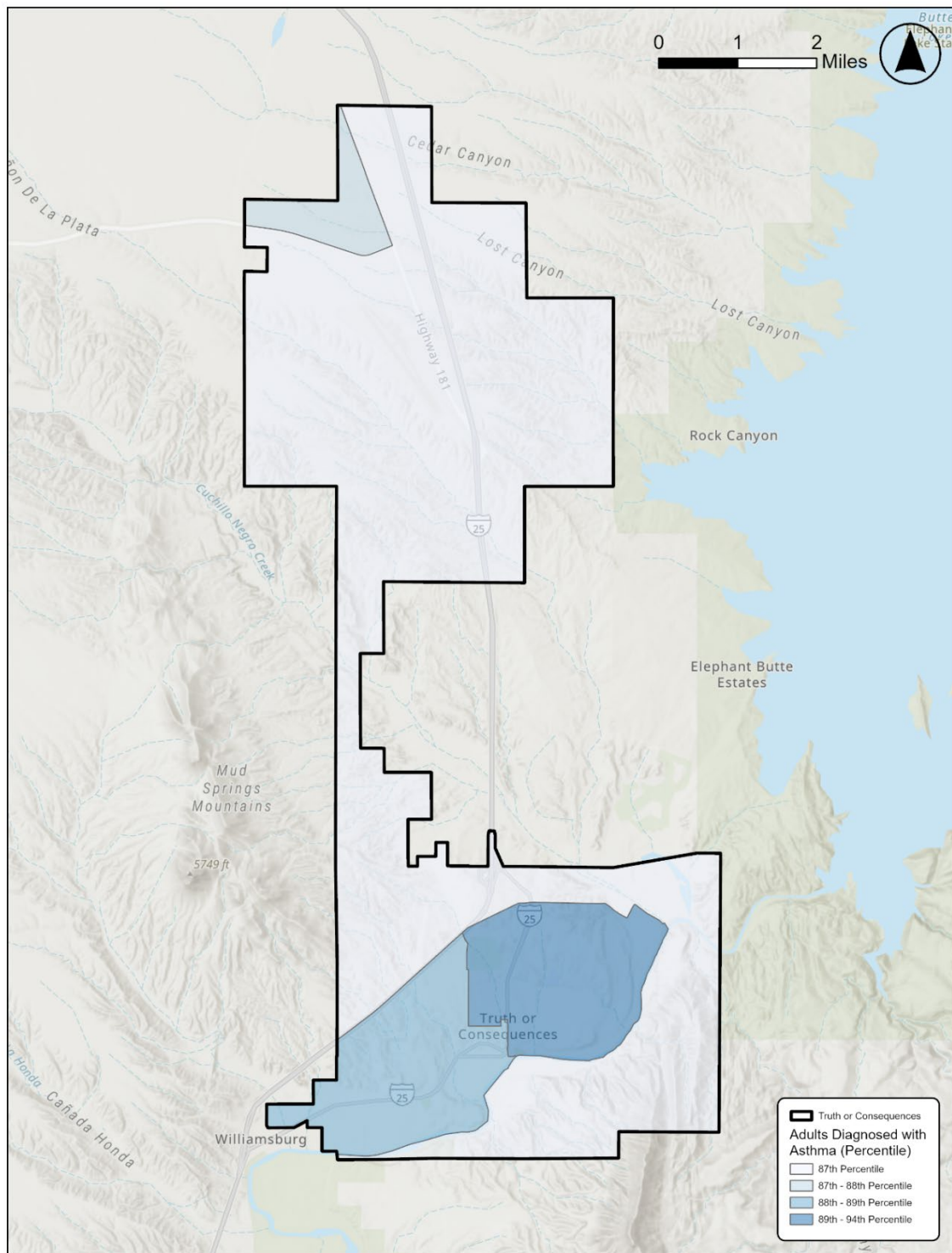
Figure 5-3. Adults Diagnosed with Heart Disease (Percentile)





TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

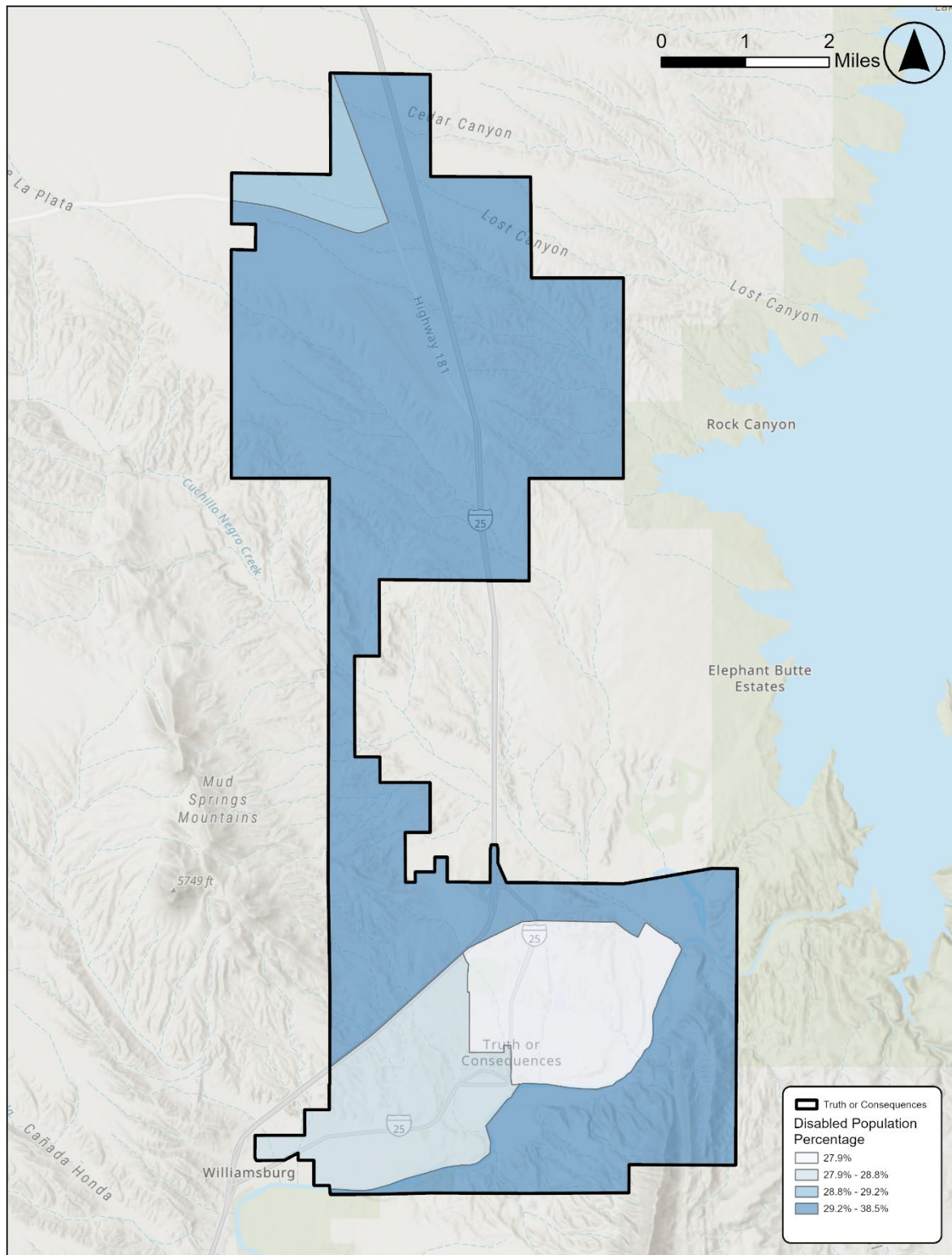
Figure 5-4. Adults Diagnosed with Asthma (Percentile)





TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

Figure 5-5. Percentage of Adult Population with a Disability





Workforce Development

Truth of Consequence has a strong presence of ageing in place population as well as younger aged individuals, which may explain the higher levels of unemployment, poverty and/or low to median income populations. Truth or Consequences is ranked in the 19th percentile for high school education, indicating slightly above 10 percent of people aged 25 years or older whose high school education is less than a high school diploma.

In addition to education, economic mobility and workforce development are impacted by the quality of the transportation system. A system that does not support multiple modes restricts the economic opportunities of low-income communities by making travel car dependent.

Figure 5-6 shows the percentage of households throughout Truth or Consequences who lack access to a

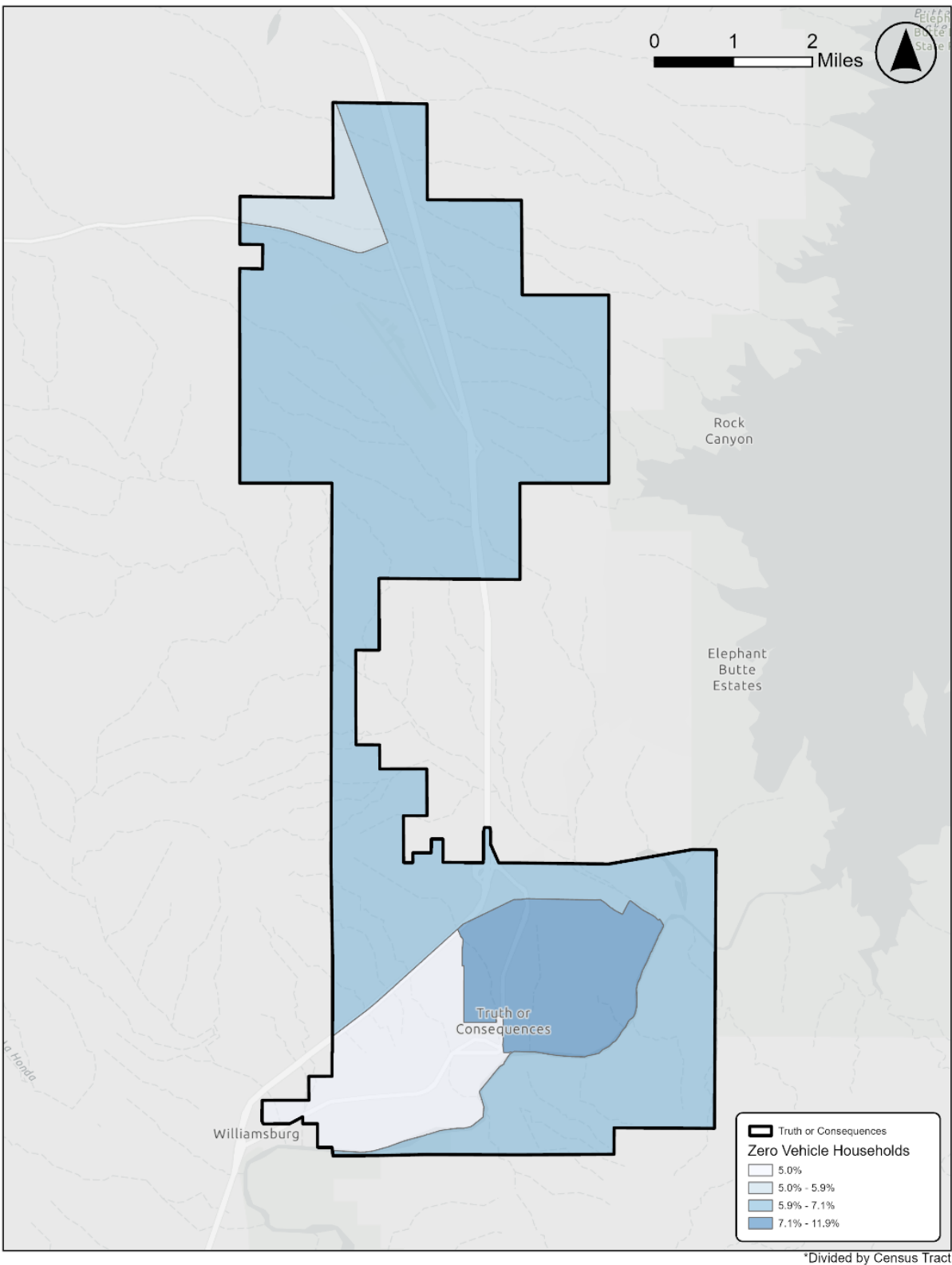
personal vehicle. Areas shaded in light blue gray indicate that five percent of the population in that region do not have access to a vehicle. In the darkest shaded area, just over 11 percent of the population lack access to a vehicle. Projects that will develop active transportation facilities in and around this region will be able to support economic mobility and make the City more accessible for those who do not have access to a vehicle.

Linguistic isolation can also play a role in economic mobility as well as affect the accessibility of transportation systems. When represented geospatially, as in **Figure 5-7**, linguistic isolation shows regions of the City where there is a concentration of households who speak a language other than English. This information can help the City provide appropriate consideration to these communities during public engagement efforts and providing information about transportation resources.



TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

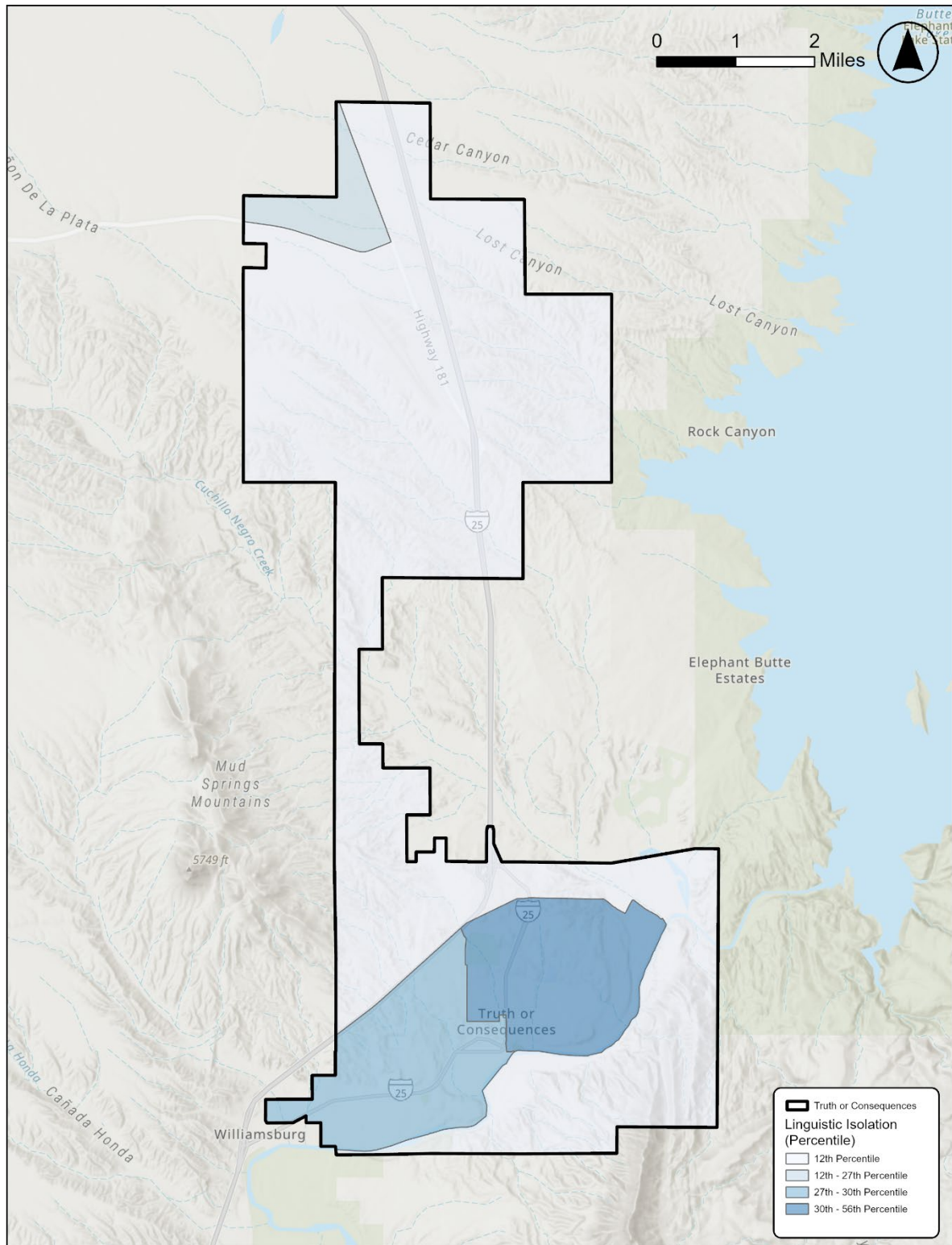
Figure 5-6. Percentage of Households with Zero Vehicles





TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

Figure 5-7. Linguistic Isolation by Households Speaking a Language Other Than English (Percentile)





06

PLAN DEVELOPMENT PROCESS



6. PLAN DEVELOPMENT PROCESS

The City of Truth or Consequences has diligently worked on previous traffic, safety, and design projects in years prior to developing this comprehensive and implementable Vision Zero Safety Action Plan. This planning process has included the development of vision and goals, existing conditions and crash analysis, the development of safety countermeasures and recommendations, and implementation planning, all while engaging the Vision Zero Task Force, the public, and regularly collaborating with City staff from different departments.



TASKFORCE MEETINGS

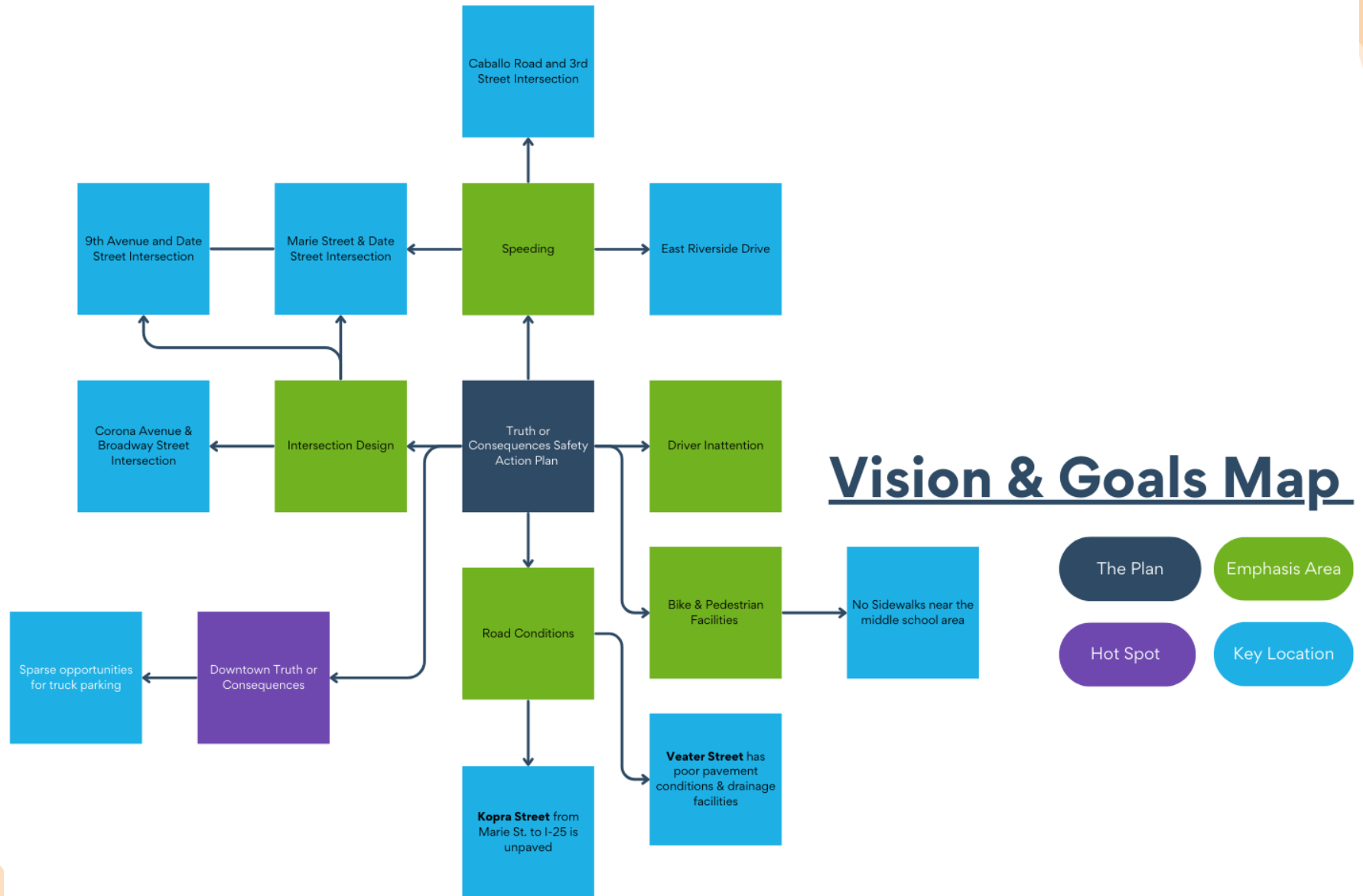
Taskforce Meeting 1

The first meeting of the Vision Zero Taskforce was held to inform all parties of their responsibilities in the plan development process, background on the Vision Zero goal, and discuss their vision and goals for the City of Truth or Consequences. **Figure 6-1** shows the results of the discussion amongst the members of the Vision Zero Taskforce as a web of safety concerns and the locations



TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

Figure 6-1. Diagram of Community Safety Action Plan Concepts





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Taskforce Meeting 2

This meeting was held on April 7th, 2025. This meeting included members from New Mexico DOT, Truth or Consequences Police Department, the Superintendent of Schools, and the City of Truth or Consequences.

Notable takeaways from this meeting were presented by the Police Chief Tavizon, who stated that within the last two years there has been a spike in the volume of vehicular accidents and crashes throughout the City of Truth or Consequences, specifically within residential communities.

Additionally, Police staff indicate unsuccessful results from New Mexico State changes to violation ticket pricing for roadway penalties. Decreasing ticket prices for violations results in an adverse impact on drivers' safety and roadway behaviors that prevent accidents and fatalities.

Taskforce members are dedicated to addressing the community's concerns regarding strategies to assist in mitigating high quantity of traffic stops and citations in the City boundaries.

PUBLIC ENGAGEMENT

To develop a successful Vision Zero strategy, connecting with the City's communities is paramount to the efficacy at the implementation stage. The City of Truth or Consequences sought to engage the public to inform of the benefits of *Vision Zero* initiatives as well as gather supplemental information to support the safety data analyses.

Outreach

In late 2024, the project team promoted an online public survey to engage the public ahead of the planned public meeting. The goal of the survey was to gather information about the public's safety concerns, improvements they would like to see, and highlight any potential gaps in the existing safety analysis.

The survey was promoted via flyers posted in high traffic areas around the City and in municipal buildings as well as social media. The informational flyer is shown below in **Figure 6-2**.

Figure 6-2. Online Survey Informational Flyer



Public Meetings

Public Meeting #1

Public meetings are excellent engagement tools to inform the public of initiatives that are planned for their communities. The City of Truth or Consequences hosted a joint public meeting on April 17th, 2025, for the City's Comprehensive Plan update as well as the Safety Action Plan, as



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transportation and safety are a key component in the Comprehensive Plan. The public meeting flyer is shown in **Figure 6-3**.

Figure 6-3. April 2025 Public Meeting Flyer

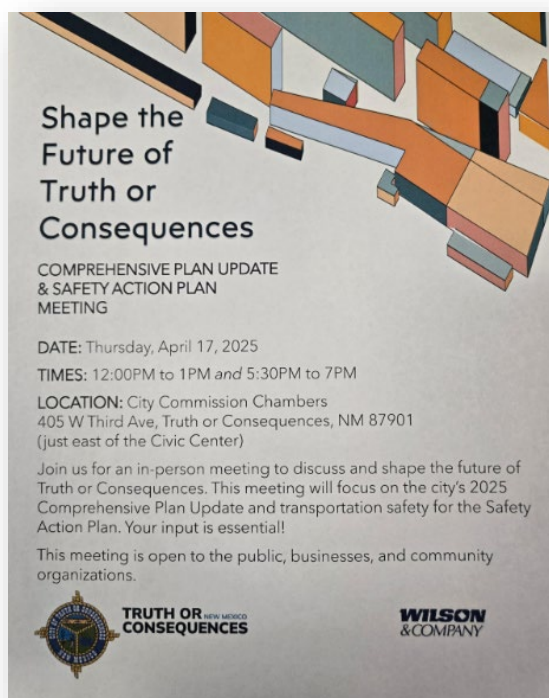


Figure 6-4. Public Meeting Comment Card

Comment Card

Additional Comments?
If you have any additional comments regarding the materials displayed at tonight's public meeting, please write them in the space below.

¿Comentarios adicionales?
Si tiene algún comentario adicional sobre los materiales mostrados en la reunión pública de esta noche, escríbalos en el espacio a continuación.

12pm

- Town Commission District (1 pendant/100)
A PACATY 100 (after 6 months) municipal funding

- An Business license requirement OPEN 30 days week, min.
Seasonal Business to pay a fee PACATY 100

- Plankton & red spawning in commercial area (City to
the B&B props to be tested & commercial area maintenance)

- A TROPE SHOE-DIT - R.E. Park

Thank you for your input! ¡Gracias por su participación!

In support of the mapping exercise, the project team also offered a comment card option for those who wished to participate in an alternative way. **Figures 6-4 and 6-5** shows an example of the comment card used to solicit feedback from community members.

The goal of this meeting was to inform community members on the purpose and benefits of the Vision Zero initiative while simultaneously gathering community input from residents that will inform strategy development.

Inform - A representative of the project team presented a high-level overview presentation on the Vision Zero initiative. The presentation included information about the goals of the program, the online survey, and the preliminary plans for using this program in Truth or Consequences.

Engage - Following the presentation, the project team facilitated an engagement exercise with the community members to gather initial information about current safety concerns. The exercise, shown in **Figure 6-6** involved community members placing sticky dots in categories where they have safety concerns with the existing conditions. The team representative facilitated the exercise by offering examples of safety issues that are addressed by Vision Zero initiatives and what that might look like in the community.

Figure 6-5. Public Meeting Comment Card

Comment Card

Additional Comments?
If you have any additional comments regarding the materials displayed at tonight's public meeting, please write them in the space below.

¿Comentarios adicionales?
Si tiene algún comentario adicional sobre los materiales mostrados en la reunión pública de esta noche, escríbalos en el espacio a continuación.

12pm

Adoption by Resolution

Paratransit / Demand Response

Fire Dept
Urgent Care
Medical

expand what now exists

Thank you for your input! ¡Gracias por su participación!



TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

Outcome - Through this public meeting, the project team was able to gain some insights into the safety concerns of the community members in the City of Truth or Consequences. Feedback from the public expressed negative sentiment towards the restriping project on Main Ave and Broadway. They seemed dissatisfied with the effort overall and wished to see the striping reverted back to what it was beforehand. Feedback also indicated that changes to the lane configuration unintentionally diverted traffic onto the surrounding roadways.

A secondary outcome of this meeting, as with all early-stage public engagement efforts, was information about how to better engage the public in these communities to improve efforts throughout the project development process and for public engagement for future projects.

Figure 6-4. April 2025 Public Meeting

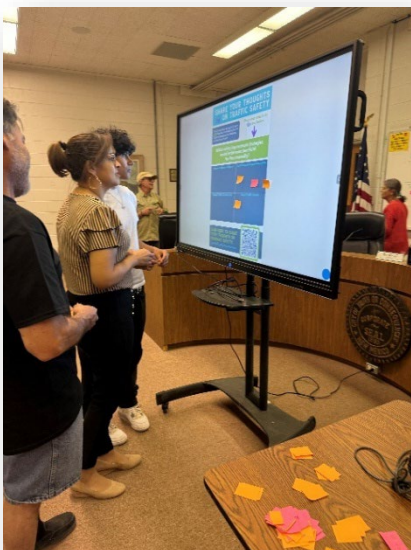


Figure 6-5. April 2025 Public Meeting



Figure 6-6. April 2025 Public Meeting





TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

Public Meeting #2

The City of Truth or Consequences hosted its annual (75th year) *Fiesta* community event on May 2nd through May 4th, 2025. The event featured performances, music, a parade, local vendors, contests, rodeo, games and more. This event provided an inclusive opportunity to share and receive participatory feedback from the community regarding the Truth or Consequences Safety Action Plan.

Figure 6-9 showcases community feedback from a dot democracy engagement activity that captured residents desire for safety improvement in the community.

Figure 6-8. Truth or Consequences Annual Fiesta



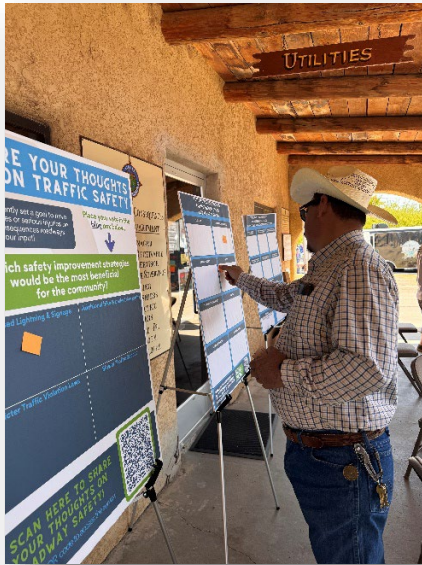
Figure 6-7. Public Meeting #2 Engagement Exercise





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Figure 6-9. Public Engagement Exercise



The goal of this meeting was to meet the community where they felt comfortable. This event provided an additional opportunity for public engagement that extends across Truth or Consequences diverse community in a way that reflects their current needs, perspectives, and priorities. The event's high attendance facilitated inclusive and constructive engagement among the project team, stakeholders, and community residents.

This public event allowed for increased educational opportunity of current transportation and mobility projects, such as Vision Zero initiative. **Figure 6-9 and Figure 6-10** highlight residents of Truth or Consequences sharing their perspectives regarding safety and mobility in City.

Inform - A representative of the project team presented a high-level overview of Vision Zero initiative. Information included information about the future goals and objectives of the program, open online traffic safety survey, and policy

recommendation for using this program in Truth or Consequences.

Engage - Residents and community members in attendance were asked to participate in a public engagement exercise-- dot democracy exercise. Participants were asked to share their perspectives in relation to safety improvement strategies that are beneficial for Truth or Consequences.

As illustrated in the figures below, the engagement exercise encouraged community members to place sticky dots in categories where they identified safety concerns related to existing conditions. A project team representative facilitated the activity by offering examples of safety issues typically addressed through Vision Zero initiatives and how those strategies could be applied within the community.

Figure 6-10. Public Engagement Exercise





07

EXISTING EFFORTS



7. EXISTING EFFORTS

The City of Truth or Consequences has an existing Multimodal Transportation Safety Plan that was developed in 2021. The efforts of this 2025 Safety Action Plan will build directly from the strategies and emphasis areas outlined in that 2021 Safety Plan. At a regional level, the South-Central New Mexico Council of Governments (SCNMCOG) has been working with NMDOT to prioritize safety improvements throughout Sierra, Socorro, and Doña Ana Counties. These efforts are highlighted throughout the comprehensive and regional plans in the area for various municipalities, with key efforts discussed in the 2022 updates for the SCNMCOG's Regional Transportation Plan update.

These plans have consistent messaging throughout that emphasize the need for safety infrastructure improvements and policy implementation in the region to support the growth that it is experiencing as a major freight corridor. These plans were also reviewed for project and policy recommendations. Projects and policies that have not yet been implemented are included in the safety countermeasures table in [Section 10](#) as they align with the vision and goals (see [Section 3](#)) of this Truth or Consequences Safety Action Plan.

TRUTH OR CONSEQUENCES 2021 MULTIMODAL TRANSPORTATION SAFETY ACTION PLAN

The New Mexico Department of Transportation (NMDOT) views Transportation Safety Plans as foundations for communities to address transportation safety challenges, as well as to pursue funding opportunities at the federal, state, regional, and local levels.

The planning process provided a forum for the City of Truth or Consequences and local task force members to provide context, input, and feedback to guide the Plan's development. The City of Truth or Consequences, NMDOT, and Wilson & Company Engineers and Architects partnered to develop this Safety Action Plan. Other collaborators include Sierra County Road Department, Truth or Consequences Police Department, City of Williamsburg, and Truth or Consequences Municipal Schools. This multidisciplinary and inclusive collaboration identified primary safety concerns to enhance safety for pedestrians, bicyclists and motorists in Truth or Consequences.

The community envisions improved roadway safety for residents and visitors through increased vehicle speed limit compliance, suitable pedestrian facilities, accessibility, striping and signage, and reducing intersection conflicts. This safety plan's countermeasures identify transportation safety recommendations: calming traffic, improving pedestrian and bike accessibility, Americans with



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Disabilities Act (ADA) compliance, and projects for roadway conditions upgrade.

The proposed improvements were divided into three focus areas with varying and unique needs:

Focus Area 1: Main Street & Broadway Street (Downtown)

- Restriping to narrow lane widths to 10 feet.
- Update sidewalks and supporting facilities such as curb ramps to be ADA compliant.
- Add and update pedestrian warning signage and speed limit signage.
- **Project Improvement:** Add bollards along westbound left lane on Main Avenue and Poplar junction to ensure turn lane usage.

Figure 7-1. Conceptual Bollard Layout at Main Avenue.



- **Project Improvement:** Add a traffic diverter at S. Pershing Street and N. Broadway Street intersection to prevent illegal through-traffic at unaligned intersections.
- **Project Improvement:** Add diverter median on the northbound approach of S. Foch Street. at N Broadway Street intersection.

Focus Area 2: Smith Avenue (Elementary School Area)

- Ensure speed limit compliance.
- Enhance pedestrian accessibility and safety.
- Add and update signage to ensure Manual on Uniform Traffic Control Devices (MUTCD) compliance.
- Add centerline and edge striping to reduce lane width to 11 feet.
- **Project Improvement:** Install new sidewalk along Smith Avenue and Silver Street to connect to the elementary school.

Figure 7-2. Conceptual Sidewalk Connection along Silver Street





TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

Focus Area 3: New School Road

- Ensure speed limit compliance
- Enhance pedestrian safety
- Add and update signage to ensure MUTCD compliance.
- Add centerline and edge striping to narrow lane width to 11 feet.

Project Improvement: Install a new sidewalk along New School Road and Pershing Street to connect to the high school and middle school.

Figure 7-3. Conceptual Sidewalk Connection at Pershing Street.





PREVIOUS AND CONCURRENT STUDIES AND PLANS

This section will provide an overview of previous and concurrent transportation studies in New Mexico and the City of Truth or Consequences.

New Mexico 2016 Strategic Highway Safety Plan (SHSP)

The SHSP is an important transportation safety plan for the State. The Plan establishes a vision of "Safe Mobility for Everyone." The SHSP identifies ten high-priority emphasis areas, including impaired driving, speeding, pedestrians, and motorcycles. These areas are determined by the frequency each factor contributes to fatal and serious injury crashes. The SHSP also details ten priority emphasis areas, including bicycles, heavy vehicles, and transit. For these emphasis areas, the SHSP recommends several strategies using the 5Es: engineering, education, equity, enforcement, and emergency medical services (EMS). **Figure 7-4** outlines SHSP general highway safety performance measures and trends in New Mexico.

Figure 7-4. Overview of General Highway Safety Trends in NM of the Past Five Years

Performance Measures*	2011 (5-yr avg)	2012 (5-yr avg)	2013 (5-yr avg)	2014 (5-yr avg)	2015 (5-yr avg)
Number of fatalities	395	368	358	347	352
Number of serious injuries	1941	1871	1819	1697	1567
Fatality rate (per HMVMT)	1.52	1.41	1.39	1.36	1.39
Serious injury rate (per HMVMT)	7.45	7.19	7.06	6.65	6.17

*Performance measure data is presented using a five-year rolling average.

Source: New Mexico SHSP, 2016

New Mexico Prioritized Statewide Bicycle Network Plan (2018)

The New Mexico Prioritized Statewide Bicycle Network Plan outlines a statewide bicycle network utilizing the state's existing highway network. There is a strong bicycling culture in New Mexico and a growing demand for additional bikeway infrastructure. Safety, however, is a major concern for bicyclists. In New Mexico, in 2016, bicyclists were involved in about 0.8% of crashes but were injured about 85 percent of the time, reflecting the vulnerability of bicyclists in motor vehicle-involved crashes. A detailed breakdown of crashes involving cyclists in this plan can be found in **Table 7-1**.

Table 7-1. Bicyclist-Involved Vehicular Crashes in NM

Injury Type	2012	2013	2014	2015	2016	Share of Total Vehicular Crashes Involving Bicyclists
Fatalities	7	3	4	7	4	1.1%
Suspected Serious Injuries	31	24	26	29	26	7.0%
Suspected Minor / Possible Injuries	240	214	219	262	287	77.4%
No Injuries	116	66	68	66	54	14.6%
Total	394	307	317	364	371	100.0%

Source: New Mexico Statewide Bicycle Network Plan, 2018

The New Mexico Prioritized Statewide Bicycle Network Plan considers how to support visitors with a safe and connected bicycle network at the state level.



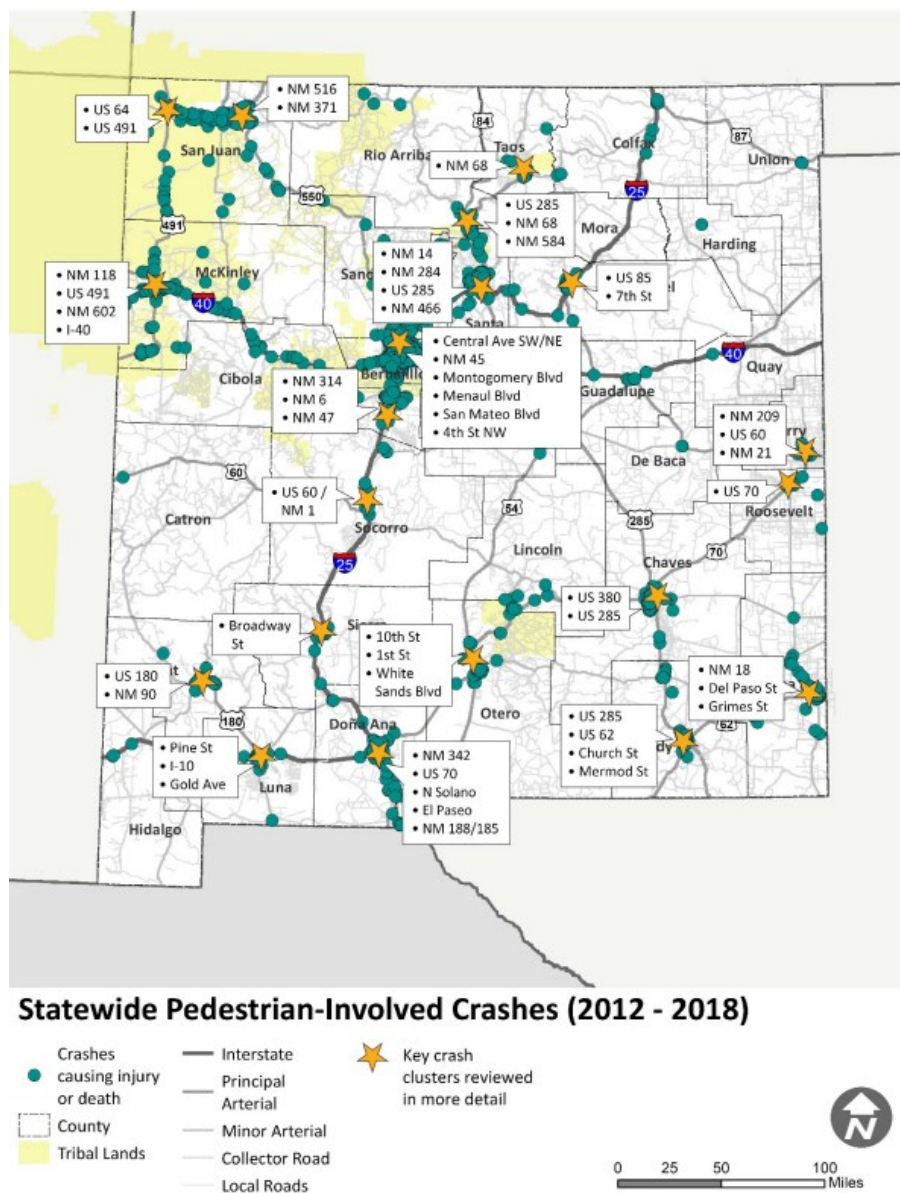
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NMDOT Statewide Pedestrian Safety Action Plan (PSAP) (2021)

The PSAP provides a five-year framework of actions to reduce the number of pedestrian-involved injuries and fatalities in New Mexico. Compared to motorized travel, walking is a healthy, non-polluting, low-cost, and quiet form of transportation that is an ideal option for many trips. Studies and data show cross-sector benefits associated with walking and built environments that are pedestrian-friendly.

Figure 7-5 shows clusters of pedestrian-involved crashes throughout New Mexico. The map highlights Broadway Street in Sierra County as key crash cluster to be evaluated further. This is a central corridor in the City of Truth or Consequences that will be evaluated further in this Plan

Figure 7-5. Crash Cluster and Corridor Identification Map





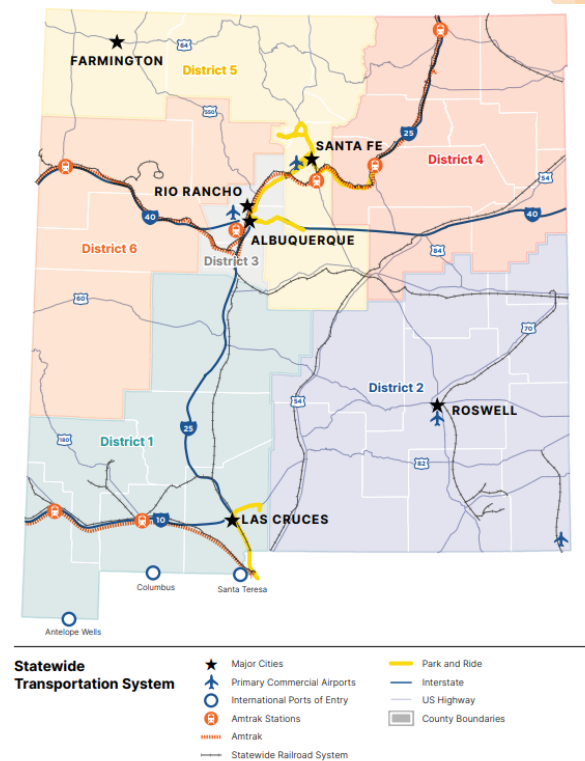
New Mexico DOT Long Range Statewide Transportation Plan 2045 Plan

The New Mexico 2045 Plan reviews the state of transportation in New Mexico today. New Mexico's transportation system (shown in **Figure 7-6**) provides access and connections for the state's residents, businesses, and visitors. The system includes both physical assets such as roads and bridges, bicycle and pedestrian infrastructure, railroads, transit vehicles, and airports, as well as a network of connected intelligent transportation technology. Together, these networks are intended to create a system that allows people and goods to travel reliably and safely to their destinations. Improving NMDOT program delivery approaches and processes can result from strengthened internal capacity and better relationships with partners.

The plan outlines four Safety Performance Targets:

- 1) Safety
- 2) Asset Management
- 3) Travel Time Reliability
- 4) Emissions Reduction

Figure 7-6. New Mexico Transportation System



Truth or Consequences Downtown Master Plan (2014)

Adopted in 2014, the Downtown Master Plan aims to create a more attractive destination for locals and tourists in Truth or Consequences. There is limited infrastructure in the Downtown area that support Bicycle Facilities and Transit Hubs. Residents of the community acknowledges that this is a priority for the Downtown area. The Plan proposes physical improvements to the streetscapes, intersections, and public spaces by creating a wayfinding system, increasing parking opportunities, addressing drainage challenges, and preserving historic properties in the Hot Springs Bathhouse and Commercial District. **Figure 7-7. Circulation and Wayfinding**

and **Figure 7-8** highlight the improvement plans in this Downtown area.

TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

Master Plan Goals

1. Improving existing utility systems, including water, sanitary sewer, and electricity, to ensure there is adequate capacity for existing and future businesses.
2. Work with NMDOT on redesigning, replacing and installing sidewalks, pedestrian crosswalks, and ADA ramps where needed. This is to also include pedestrian amenity for a truly walkable and bikeable MainStreet District.
3. Develop walking tours and other materials that highlight and celebrate the history of Truth or Consequences.

Figure 7-8. Sidewalk Replacement



Figure 7-7. Circulation and Wayfinding





South Central Regional Transportation Plan, 2022 Update

In 2014, a pilot project spearheaded by the South-Central Regional Transit District (SCRTD) was proposed to expand the number of bus stops and transit connections. The South-Central Regional Transit Planning Organization (SCRTPO) encompasses approximately 14,700 square miles in Socorro, Sierra, and northern Doña Ana Counties.

The SCRTPO has the ultimate goal of increasing the efficiency of transportation systems within the region and assuring that the planning process is comprehensive, cooperative, and continuing. To plan for South Central New Mexico's long term transportation needs, the RTPO must develop strategies that will provide for quality growth, improved safety, and forward progress into the future, while also maintaining and preserving existing rural identity.

Figure 7-9 shows existing transit routes in the SCRTPO network, specifically in the El Paso MPO. Though Sierra county is part of the SCRTPO, most of the active transit routes are in Doña Ana County and the El Paso MPO.

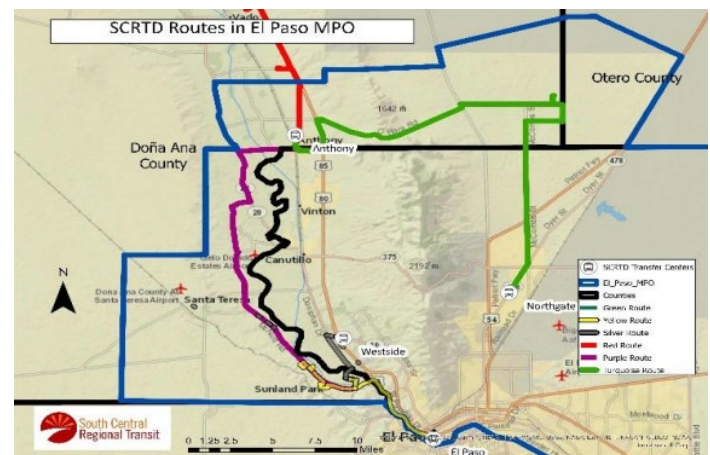
GOALS OUTLINED IN THE 2020 TEN-YEAR RTP

Goal: Maintain and Expand a Safe and Efficient Public Transit System Based on the SCRTD's Available Funding, Performance Measures, and Planning Processes.

Goal: Implement and Use a Public Outreach and Education Plan and Develop a Long- 8 Long Range Transit Plan. This will help guide actions in developing a Coordinated Mobility Action Plan, or a similar group to lobby for transit needs in the SCRTD's boundaries.

Goal: Utilize planning documents of the SCRTD's member organizations; the Las Cruces and El Paso MPOs; other entities such as the Community Action Agency and New Mexico Workforce; and the New Mexico Department of Transportation to inform the long range-transit plan.

Figure 7-9. SCRTD Routes in El Paso MPO





Truth or Consequences General Plan 2014

Active Transportation

With the increased interest in a healthier lifestyle and desire to decrease the amount of greenhouse gas emissions from automobiles, the desire for multimodal transportation is something that has been expressed as a growing need in the South-Central region. More access to bike lanes & trails, walking paths, and other similar areas specifically accessible to alternative modes of transportation are important to have available. Connectivity to the tourist and recreational areas within the region, via alternative modes of transportation is essential in maintaining not only the youthful vitality of those who reside and travel within the region, it is essential to the economic vitality of the region as well.

Major Arterials Access to Healthcare Services

In a mostly rural region with an aging population that is expected to increase, the desire for adequate access to healthcare is vital for the South-Central region. With only two hospitals serving the entire South-Central RTPPO area, each located approximately 75 miles apart, many individuals seek specialized care in either Albuquerque or Las Cruces. This highlights the need for reliable, accessible, adequate, and affordable transportation to receive healthcare.

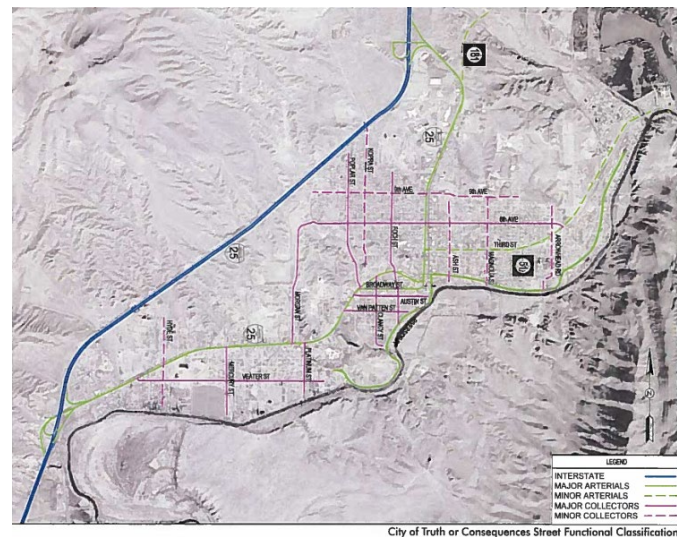
Transit

The Regional Working Group Members of the South Central RTPPO identified the lack of active public transportation in rural areas as a significant need. One, that if addressed, would increase employment rates, as well as benefit the economy. The

population of the South-Central region consists of a high number of retired and aging individuals who, although wish to remain active, may desire the ability to forego driving, and have the option to access public transportation.

STREET FUNCTIONAL CLASSIFICATION SYSTEM

Figure 7-10. Truth or Consequences Street Functional Classification



Major Arterials

Major arterials serve major centers of the Metropolitan Area and provide a high degree of accessibility; abutting land uses may be directly served by them.

- I-25 Business Loop (main/Date/Broadway) from I-25 South (exit 75) to I-25 north (exit 79)

The purpose of the proposed roundabouts on I-25 Business Loop 11/N. Date Street, at New School Road and Smith Avenue, is to improve safety by reducing traveling speeds, improving intersection sight distance, and improving access management throughout the corridor to provide for



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the high degree of mobility abutting land uses it directly serves.

Minor Arterials

Minor Arterials are used for trips of moderate length and offer connectivity to the higher arterial system (Principal Arterials). These roads may carry local bus routes. They offer less mobility than Principal Arterials, but more accessibility.

- Third Street (NM 51) from Date Street to the east City Limits
- NM 181 from Date Street to the north City limits

TRANSPORTATION ISSUES OUTLINED IN THE GENERAL PLAN

Regional Bicycle Network

There is opportunity for the three municipalities within Sierra County to collaborate in the development of a regional bicycle trail network. Such a trail system can provide a link between the City of Truth or Consequences, Village of Williamsburg, City of Elephant Butte, and the State Park. Simultaneously, this network can assist with economic development opportunities with diversifying the recreational base of the area.

Trails

Community input at the public meetings indicates support for a regional trail. There is an uncaptured market of pedestrian traffic that is generated by state parks and RV parks within the City district. Sidewalk and bike lane infrastructures can attract increased pedestrian traffic.

Sidewalks

There are transportation concerns regarding infrastructure that supports the

use of sidewalks for walking. Pedestrian traffic is of value to the economic stimulation as well as the health and safety of communities. There are opportunities to include ADA access to extend mobility for all. There are currently sidewalk improvement and replacement projects along Date Street. A sidewalk project is slated along the south side of Broadway (I-25 Loop) from Williamsburg to the Veterans Memorial.

Municipal Airport

The City's annexed land north of the Interstate is a proxy for growth and development given its easy access. Currently there are a few houses in City Land North of I-25 and the airport. Truth or Consequences General Plan 2014 acknowledges the need to complete a transportation study for this area to explore the potential of additional access points or other transportation related issues before allowing additional growth and development in this area.

TRANSPORTATION GOALS, OBJECTIVES AND IMPLEMENTATION STRATEGIES

- Maintain and improve street conditions throughout Truth or Consequences.
- Support the regional transportation system in Sierra County.
- Promote and maintain a safe, convenient transportation system that balances the need of vehicular, pedestrian, and bicycle traffic.
- Improve and promote the Truth or Consequences Municipal Airport.

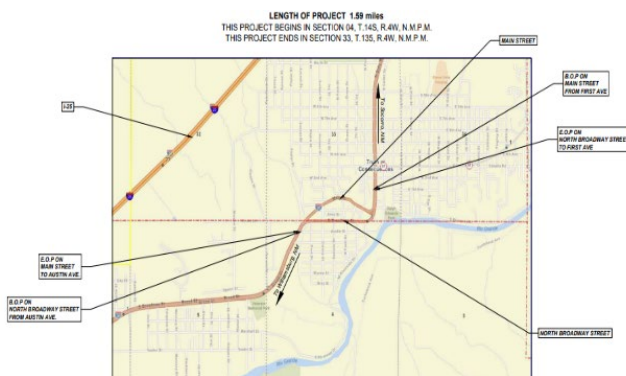


NMDOT Active Projects

BROADWAY STREET AND MAIN AVENUE ROAD DIET

NMDOT is developing a road diet design concept for the downtown business district in Truth or Consequences, which is comprised of Main Avenue and Broadway Street. shown in **Figure 7-11**. This project is based on the recommendations provided in the 2021 Multimodal Transportation Safety Plan to enhance pedestrian infrastructure and reduce speeds in this area.

Figure 7-11. Project Vicinity Map

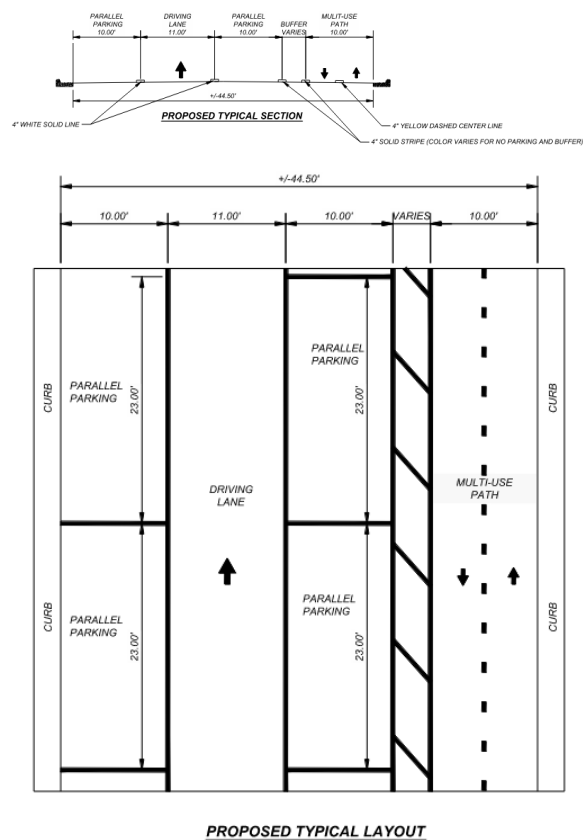


Currently, both Main Avenue and Broadway Street are two-lane one-way roads with on-street parking on both sides of the street. The road diet effort in this project seeks to reduce the space needed for vehicles to slow down traffic and provide more space for other modes. The new road section proposed for this effort is illustrated in **Figure 7-12**. It will include one driving lane and two parallel parking lanes on either side. Additionally, it will include a buffered multiuse path on the south side of the roadway.

New Mexico Department of Transportation recently completed restriping in the

downtown Truth or Consequences area. The length of the project consisted of 1.59 miles of restriping. The scope of this project is to place permanent striping along North Broadway Avenue and Main Street between Austin Avenue and First Avenue in the downtown area of Truth or Consequences. The updated permanent striping will use light sensitive paint markings to delineate parking, crosswalks, stop bars and the multiuse path.

Figure 7-12. Main Avenue & Broadway Street. Road Diet Typical Section and Layout





08

DATA ANALYSIS



8. DATA SUMMARY AND ANALYSIS

INTRODUCTION

This chapter presents a general summary of all the crashes that occurred within the City from 2018-2022, define terminology for how crashes are recorded and classified, and provide a comparative analysis that identifies segments or locations that perform poorly compared to similar locations statewide.

The crash data used in this analysis encompassed all crashes within the city boundary of Truth or Consequences from 2018 through 2022 (2023 NMDOT crash data was not yet available at the time of request).

The dataset included 449 total crashes during the five-year study period, four of which were fatal. These four crashes were reviewed for consistency with the Fatality Analysis Reporting System (FARS) data published by the National Highway Traffic Safety Administration (NHTSA).

FARS crash data reports three fatal crashes within the same 2018-2022 study period. The three crashes in FARS all appear in the NMDOT data, and one NMDOT reported fatality is absent from the FARS data. This crash analysis was conducted considering all four fatal crashes. **Table 8-1** below shows the overall crash summary.

CITY CRASHES

This section details the crash analysis that occurred throughout the City, to give a broader view of which factors contributed most frequently, before drilling down to particular geographies and roadway types in subsequent sections.



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Table 8-1. Citywide Crash Summary

Total		Fatal Crashes		Serious Injury Crashes		Property Damage Only Crashes		Total Crashes	
		Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
	All Crash Totals	4	1%	17	4%	336	75%	449	100%

Crash Classification		Fatal Crashes		Serious Injury Crashes		Property Damage Only Crashes		Total Crashes	
		Number	% of Fatal	Number	% of SSI	Number	% of PDO	Number	Percentage
	Other Vehicle	1	25.0%	0	0.0%	136	40.5%	172	38.3%
	Fixed Object	1	25.0%	2	12.5%	77	22.9%	85	18.9%
	Other (Non-Collision)	1	25.0%	4	25.0%	21	6.3%	40	8.9%
	Pedalcyclist	0	0.0%	0	0.0%	0	0.0%	1	0.2%
	Pedestrian	1	25.0%	0	0.0%	0	0.0%	7	1.6%
	Animal	0	0.0%	0	0.0%	11	3.3%	11	2.4%
	Left Blank	0	0.0%	10	62.5%	91	27.1%	133	29.6%
	All Crash Totals	4		16		336		449	

Manner of Impact		Fatal Crashes		Serious Injury Crashes		Property Damage Only Crashes		Total Crashes	
		Number	% of Fatal	Number	% of SSI	Number	% of PDO	Number	Percentage
	Front-to-Front	0	0.0%	2	11.8%	6	1.8%	11	2.4%
	Front-to-Rear	0	0.0%	3	18.8%	12	3.6%	20	4.5%
	Front-to-Side	1	25.0%	2	12.5%	18	5.4%	27	6.0%
	Unknown	3	75.0%	9	56.3%	286	85.1%	373	83.1%
	Other	0	0.0%	1	6.3%	1	0.3%	2	0.4%
	Rear-to-Rear	0	0.0%	0	0.0%	1	0.3%	1	0.2%
	Rear-to-Side	0	0.0%	0	0.0%	1	0.3%	1	0.2%
	Sideswipe	0	0.0%	0	0.0%	11	3.3%	14	3.1%
	All Crash Totals	4		17		336		449	



Total Ped Involved Crash Summary Citywide (2018-2022)

People		Fatal Crashes		Serious Injury Crashes		Property Damage Only Crashes		Total Ped Crashes	
		Number	% of Ped	Number	% of Ped	Number	% of Ped	Number	% of Total
	Pedestrian Involved Crash Totals	1	10.0%	3	30.0%	0	0.0%	10	2.2%

Total Bike Involved Crash Summary Citywide (2018-2022)

Bike/Ped		Fatal Crashes		Serious Injury Crashes		Property Damage Only Crashes		Total Crashes	
		Number	% of Bike	Number	% of Bike	Number	% of Bike	Number	Percentage
	Bicyclist Involved Crash Totals	0	0.0%	1	50.0%	0	0.0%	2	0.4%



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Crash Context

The crash trends studied in Truth or Consequences closely resembles that of the statewide crash trends in New Mexico. The University of New Mexico and NMDOT release an annual report of the statewide crash trends documented in the calendar year. This study, however, considers crash data over a five-year period which is equivalent to just one percent of the total crashes experienced in New Mexico in a single year. Given the discrepancy of scale, the statewide data is included in this analysis only to provide supplemental context.

The 2022 NMDOT Traffic Crash Annual Report lists a fatality rate of one percent equivalent to that seen in Truth or Consequences and an injury rate of 31 percent, which is slightly higher than the injury rate of 25 percent in Truth or Consequences.

New Mexico overall also experienced similar contributing factors in severe crashes such as driver inattention (12 percent of fatal crashes), alcohol involvement (38 percent of fatal crashes), and dark unlit conditions (33 percent of fatal crashes). Additionally, the statewide trends also indicated a high percentage of hit-and-run incidents, at 18 percent of total crashes over five years. This is mirrored in Truth or Consequences, with an overall incidence rate of 16 percent.

Truth or Consequences experienced a higher rate of overturning/rollover incidents at nine percent of all crashes, compared to the statewide rate of three percent. There also was a similarly high rate of fixed object collisions, at 19 percent of all crashes in Truth or Consequences,

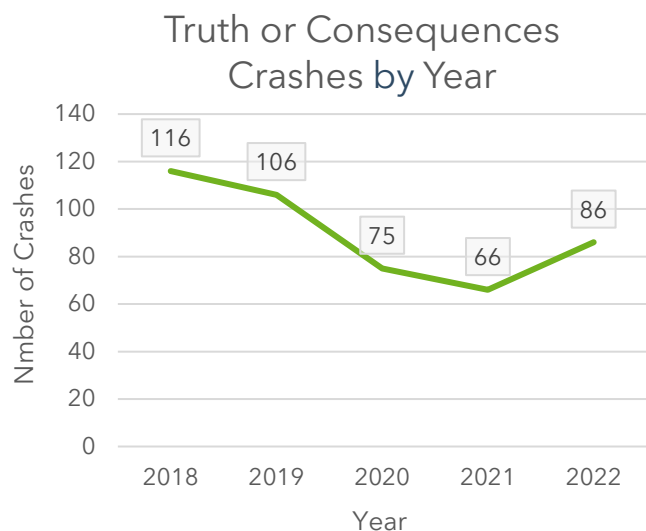
compared to the statewide rate of 12 percent.

Notably, the statewide rate of motor vehicle only collisions was higher than the rate in Truth or consequences, at 72 percent and 38 percent, respectively. Given the City's semi-rural location, it's likely to see a more varied set of crash classifications compared to the rest of the state's population which includes larger urban centers.

Annual Trend

Figure 8-1 shows the total number of crashes by year. Truth or Consequences experienced a slight downward trend in 2020 and into 2021, likely related to the COVID-19 pandemic during which crashes were down nationwide. In the latter portion of the study period crashes increased but were still down compared to pre-COVID levels.

Figure 8-1. Crashes in Truth or Consequences by Year Trends, 2018-2022





Severity Classifications (2018-2022)

Table 8-2 displays how law enforcement classifies crash severity in their crash reporting, using five numeric codes. For much of the analysis that follows, crashes at severity level two and three will be combined and referred to collectively as “Other Injury” crashes. Fatal and suspected serious injury crashes (SSI) crashes are analyzed separately but are sometimes referred to together as “Severe Crashes”.

Figure 8-2 shows the breakdown of crash severity, including property damage only (PDO) crashes, other injury crashes (which combines codes two and three), suspected serious injury crashes, and fatal crashes.

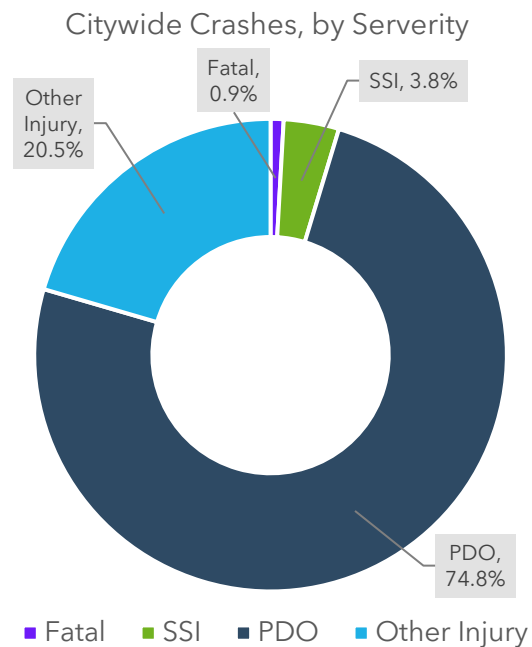
Classification of Crashes

Law enforcement utilizes a list of uniquely identifiable crash characteristics to classify crashes in their reporting. These classes help paint a broad picture of the most common crashes occurring in the City. The classification summary of all the Citywide crashes is shown in **Figure 8-3**. Most commonly the accident involves multiple motor vehicles and are classified as “Other Vehicle” crashes. These crashes also have manner of collision recorded which is described later. Object crashes occur when a vehicle runs into something other than a moving vehicle, on or off the road. These include guard rails, trees, telephone poles, parked cars, debris in the road, etc. Pedestrian and Pedalcyclist tend to have a higher severity on average than other crashes. Non-Collision crashes are

normally single vehicle crashes including road departure or rollover accidents (often caused by inattention, roadway conditions, or excessive speed). A high number of crashes shown have no recorded classification, which often means that law enforcement did not have enough

information to classify it.
Table 8-2. Severity Codes

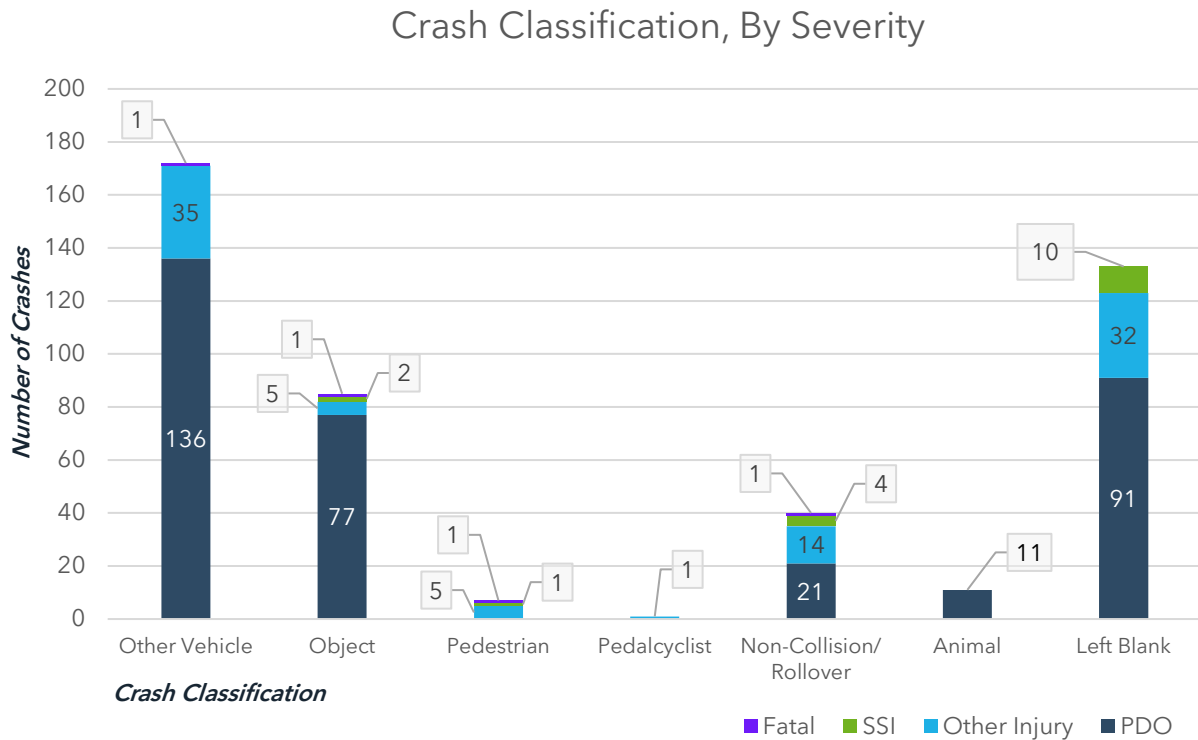
Severity Description	Severity Code
“Property Damage Only” (PDO)	1
“Possible Injury”	2
“Suspected Minor Injury”	3
“Suspected Serious Injury” (“Suspected Incapacitating Injury” or “SSI”)	4
“Fatal”	5





TRUTH OR CONSEQUENCES - SAFETY ACTION PLAN

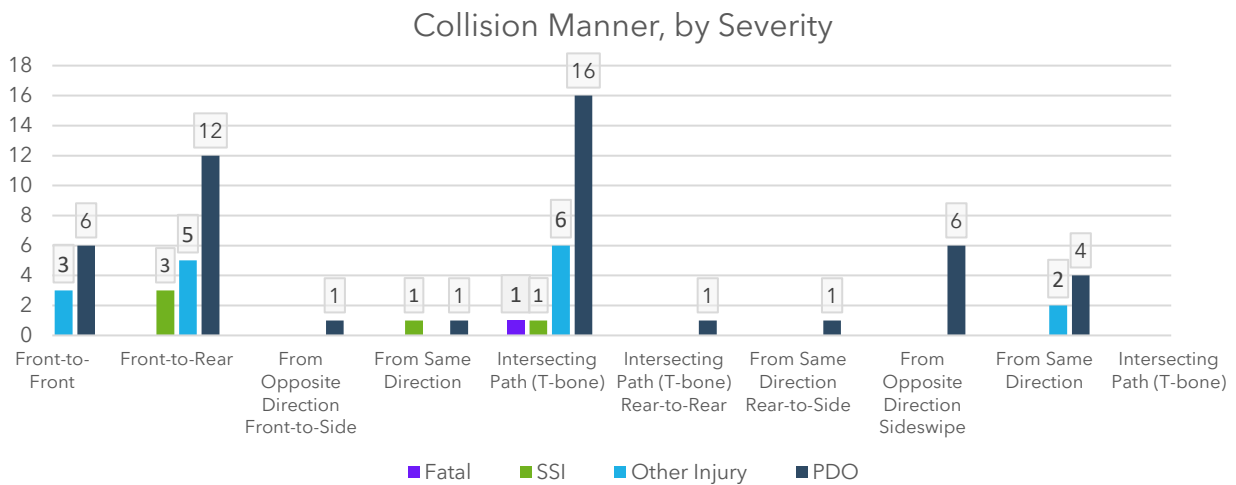
Figure 8-3. Crash Classification



Collision Manner

Of the 172 collisions between multiple vehicles, nineteen crashes were fully coded. Among these, rear-end and sideswipe crashes occurred seven times each, and one sideswipe from the same direction resulted in a fatality.

Figure 8-4 Collision Manner



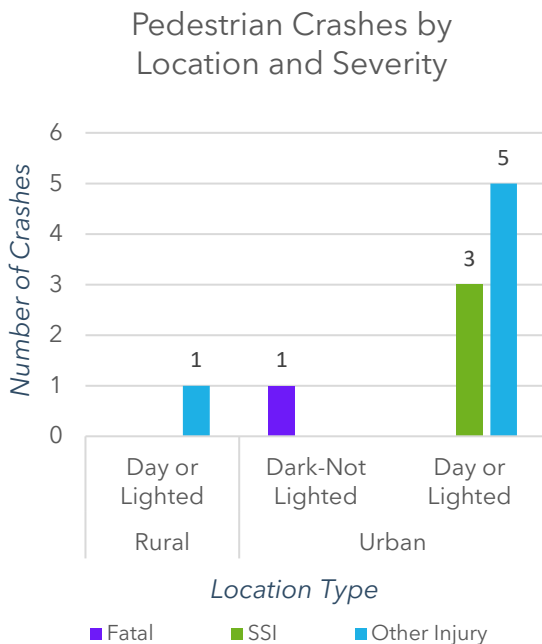


CRASH PARTICIPANTS

Pedestrians

Ten crashes during the study period involved pedestrians, with all but one of them occurring in urban locations. While this number only represents two percent of all crashes, it represents nearly 20 percent of all severe crashes, including 25 percent of all fatal crashes. Every pedestrian crash has the potential to be serious, so each location where a pedestrian was involved was examined and potential countermeasures were considered.

Figure 8-5. Pedestrian Crashes by Location & Severity



Bicyclists

Two crashes involved people riding bicycles, referred to as “pedalcyclists” in the data. Both occurred in an urban location and resulted in an injury, one of which was severe. Both of these crashes occurred in daylight, and one involved a heavy truck. No obvious environmental or geometric factors are evident. Nationally, crashes with bicyclists tend to occur where roadway infrastructure does not protect the rider, or as a result of driver inattention with lighting serving as a factor.

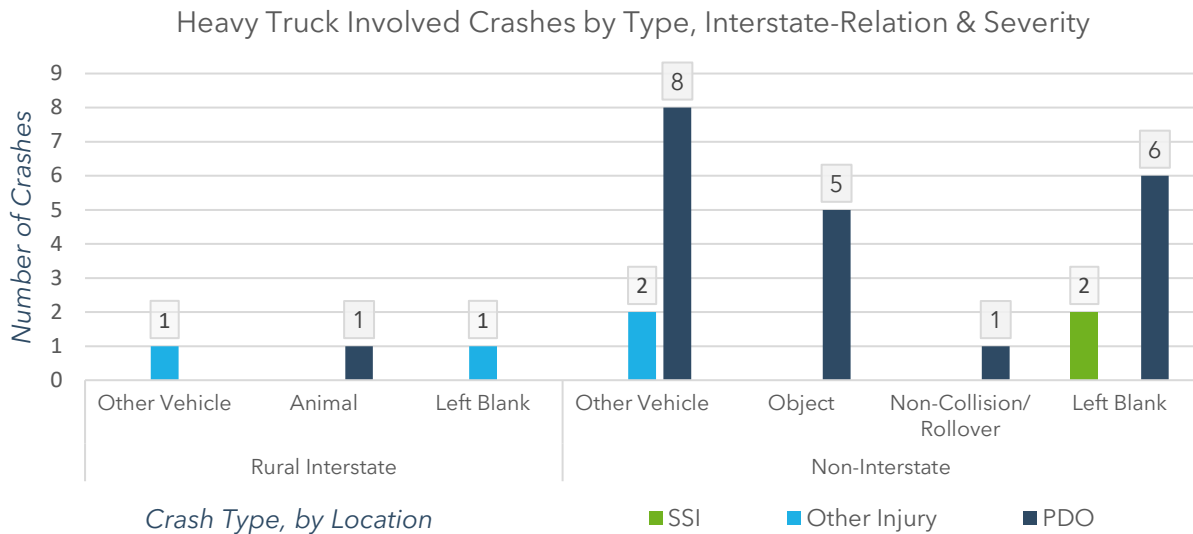
Heavy Truck Crashes

Figure 8-6 shows the crashes that involved heavy trucks. Heavy truck crashes accounted for six percent of all crashes in the City, but nearly ten percent of all severe crashes involved trucks, neither of which occurred on Interstate 25. There were no fatal crashes involving heavy trucks during the study period. Three heavy truck crashes occurred on the Interstate. Law Enforcement failed to classify one third of the heavy truck-involved crashes. This Plan will provide analysis of locations of truck-involved crashes to determine whether an engineering solution exists.



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Figure 8-6. Heavy Truck Involved Crashes



CRASH LOCATIONS

Rural Vs. Urban

Table 8-3 classifies Citywide crashes by urban and rural areas, with the exception of crashes on the interstate, which fall into their own category discussed later in this section. 405 crashes occurred on state or local roadways. Of these crashes, 34 occurred on rural roads within the City. The proportion of rural crashes involving other vehicles was lower than in the urban areas, with non-collision crashes and object crashes combined to account for over 40 percent. All fatal crashes in the study occurred on urban streets, each in a different class of crashes.

Table 8-3. Rural & Urban Crashes

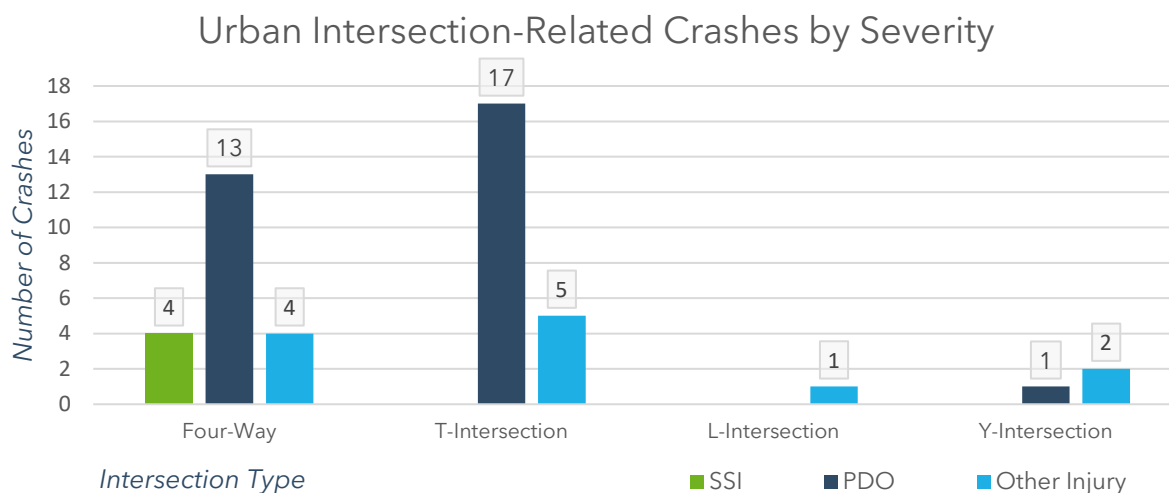
Location	Crash Severity				Total
	PDO	Injury	SSI	Fatal	
Rural	24	8	2	0	34
Urban	279	75	13	4	371



Intersection Relation

Table 8-3 shows the 371 crashes that occurred in urban areas, 47 happened at intersections (not including highway ramp intersections), or 12.7 percent. Almost all of those were distributed nearly evenly between four-way and T intersections. Four of the crashes at four-way intersections resulted in SSI. Vision Zero Suite tools will identify some intersections where numbers and severity of crashes are significantly higher than statewide averages, and this Plan will recommend countermeasures to reduce accidents at those locations.

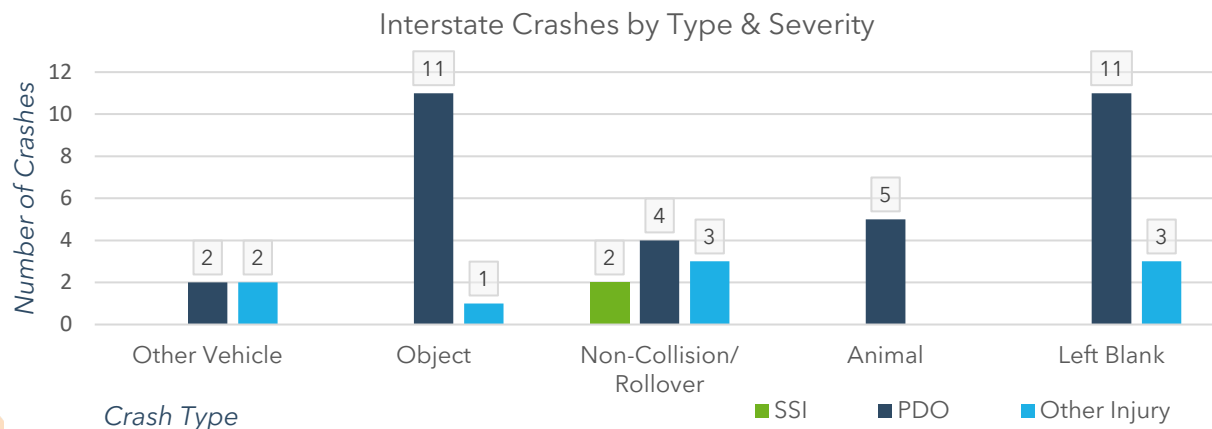
Figure 8-7. Urban Intersection Related Crashes



Interstate Crashes

Interstate 25 is an active roadway within the City in which 44 crashes occurred. The distribution of crash types for Interstate crashes was very different from the general case. A crash in Truth or Consequences is four times more likely to involve multiple vehicles colliding when it doesn't occur on the Interstate, while crashes with objects or non-collisions/rollovers are both about 10 percent more likely on the Interstate (see **Figure 8-8**).

Figure 8-8. Interstate Crashes



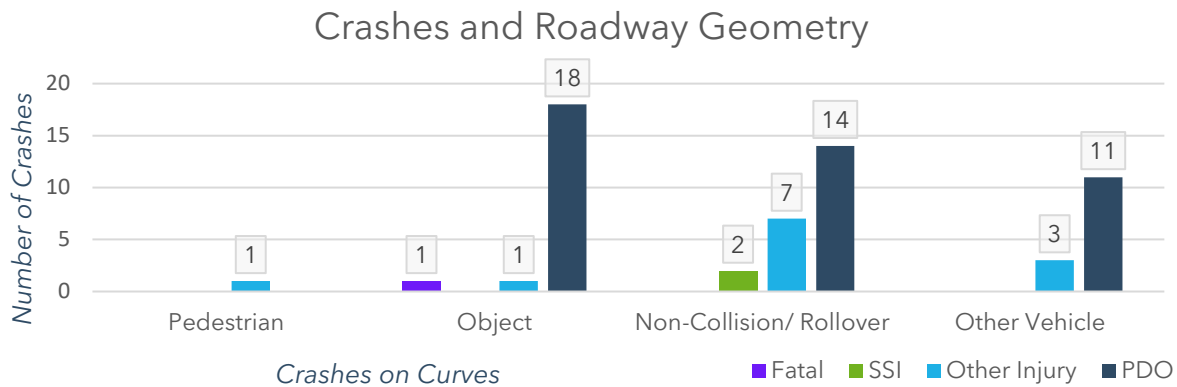


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Crashes On Curves

56 crashes occurred in locations that are on a curve, accounting for 12.5 percent of all crashes and three severe crashes including one fatality. **Figure 8-9** shows the interaction of curves with grades in the road. 57 percent of crashes occurring on curves, including all the severe crashes, also occurred on a hill. This study identifies curve locations with multiple accidents and recommends countermeasures to reduce accidents at those locations.

Figure 8-9. Crashes on Curves by Severity

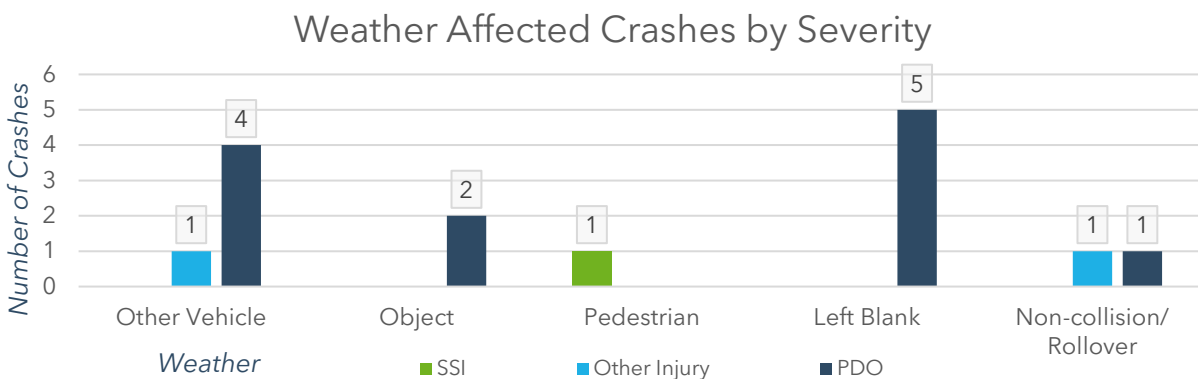


CONTRIBUTING FACTORS

Weather Conditions

Law enforcement only recorded weather conditions as a factor in 15 crashes. The most common class of crashes affected by weather were collisions involving multiple vehicles. Below in **Figure 8-10** reflects crashes related to weather. Overall, one weather-related crash involved a pedestrian and resulted in a suspected serious injury. Only two others resulted in other injuries with the remainder producing property damage only.

Figure 8-10. Weather Affected Crashes





Light Conditions

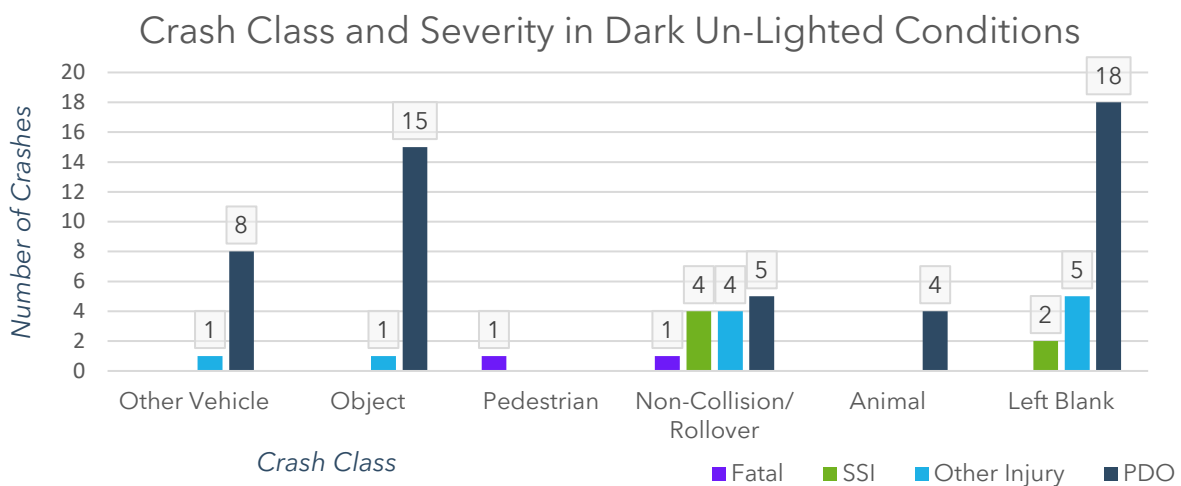
Light conditions were reported in all but ten crashes during the study period.

Figure 8-11 showcases the City's crash classes and severity. This study grouped together the following responses by law enforcement to describe crashes as occurring in daylight or lit conditions:

- Dark-Lighted
- Dawn
- Daylight
- Dusk

The only value used by law enforcement to indicate darkness was "Dark-Not Lighted," which occurred 69 times. Crashes in darkness were five percent more likely to result in suspected serious injury crashes, and more than four times more likely to result in fatality. 29 percent of Dark-Not Lighted crashes occurred on the Interstate. This study will identify other locations where dark-unlit crashes were clustered or severe, and recommend countermeasures as needed.

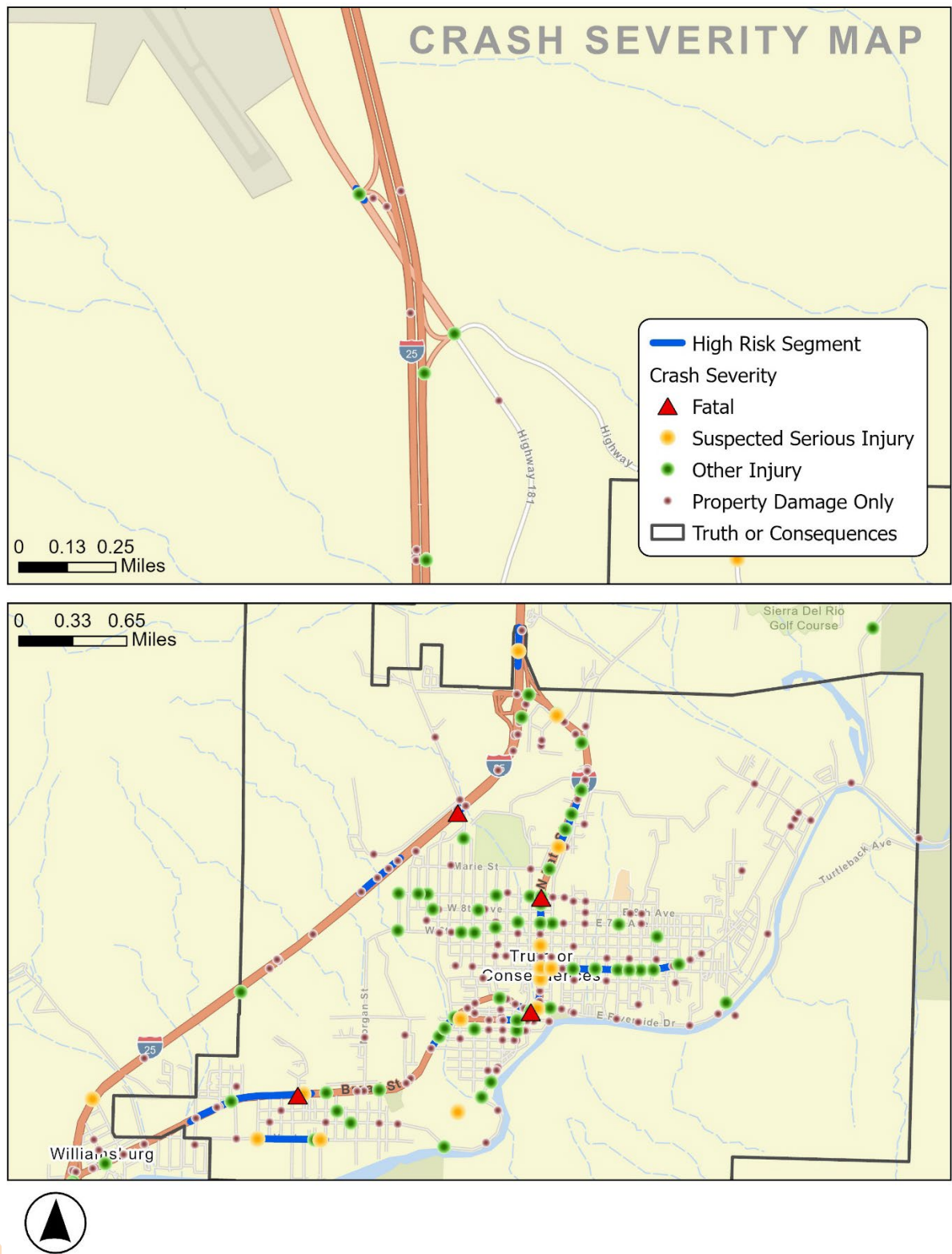
Figure 8-11. Crash Class and Severity in Dark Un-lighted Conditions





MAP OF CRASH LOCATIONS

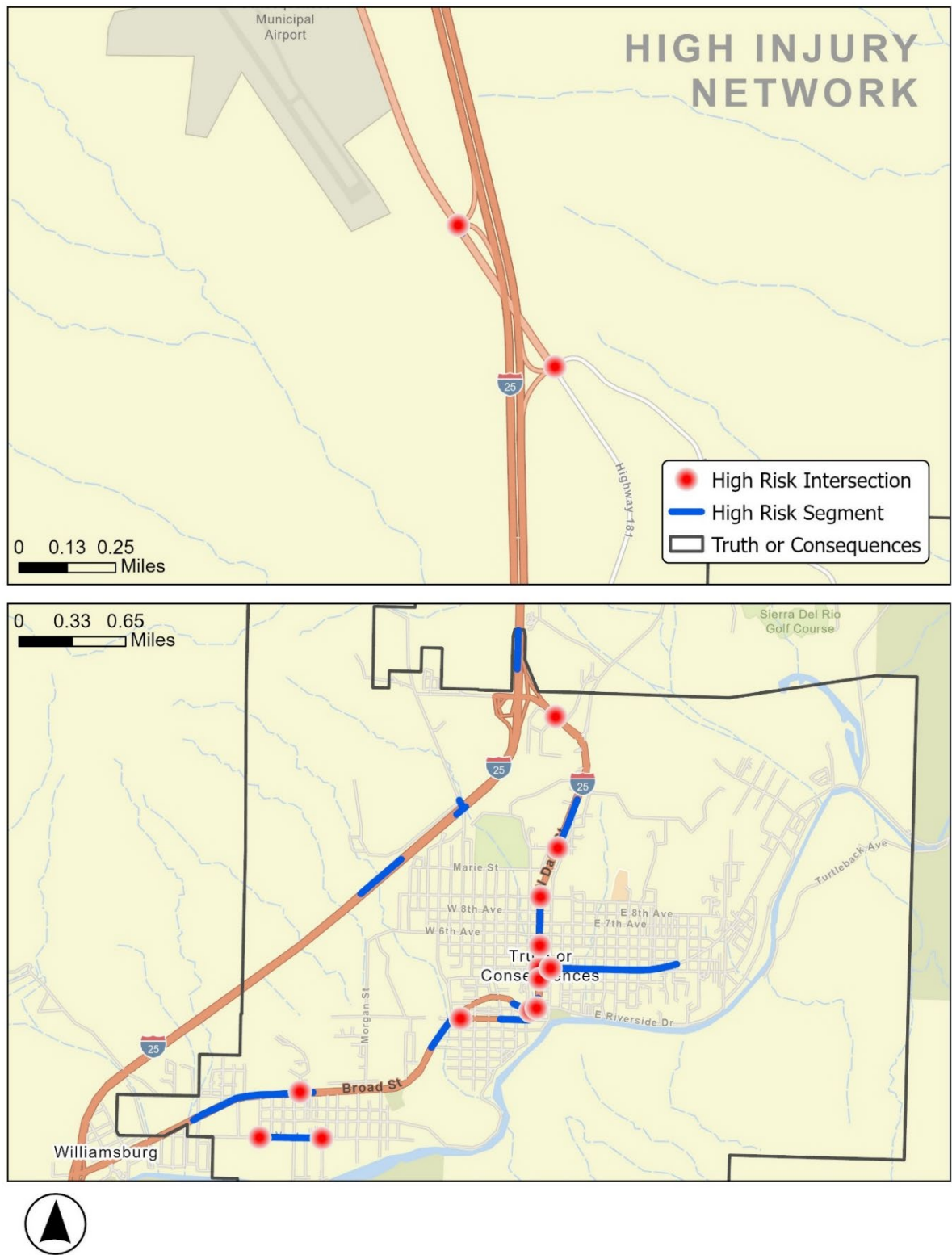
Figure 8-12. Crash Locations





HIGH INJURY NETWORK MAP

Figure 8-13. High Injury Network





CRASH TREE DIAGRAM

Crash Trees serve as an analytical tool to create a more in-depth picture of the crashes occurring in the City. A crash tree was developed to show how external conditions contribute to the crashes of different classifications. It established a more precise baseline to develop project recommendations. The most granular level of data shown is the percentage breakdown of a certain criterion by crash severity. This is the primary metric used in this analysis to determine the significance of a particular road condition, collision manner, or location for safety concerns.

Conditions and Crash Classification Tree

This crash tree separates out interstate crashes from all other crashes and shows the crash classifications that were most common given weather and light conditions. "Wet" roads for the purpose of this analysis include rain and snow. As in above sections, "Daylight" also includes crashes in which lighting was not a contributing factor, for example during dawn, dusk, and locations where streetlights provided sufficient lighting.

Within the "Classification" category, there is the sub-category "Left Blank" that a significant portion of the data will fall under. This includes crashes that had no applicable class in the NMDOT crash coding system or incidents where there was not enough data available. In certain instances, 50 percent or more of the crashes on a particular branch may fall into this category.

Ten percent of crashes Citywide occurred on Interstate 25. Of those crashes, 45 percent occurred in dark and unlit areas,

compared to the 12 percent elsewhere in the City.

None of the pedestrian and bicycle crashes in the City occurred on the Interstate, and all bike and pedestrian crashes occurred in lighted locations, except for one. Non-collision and rollover crashes were four times more likely to occur in the dark than lighted conditions for non-interstate crashes. A detailed crash tree schematic can be found in **Appendix A** of this report.



CRASH CONCLUSION

The results of the study reveal gaps in the safety of the transportation network in Truth or Consequences. During the study period between 2018 and 2022, the City experienced a severe crash rate of four percent and an injury crash rate of twenty percent. Most crashes within the city limits occur on or near major arterials or major collectors such as Date Street, Main Avenue, Broadway Street, Riverside Drive, and New School Road.

Common crash characteristics like a high frequency of severe front- to-rear collisions and overturning and rollover incidents are indicative of excessive speeding and distracted or impaired driving behavior.

Additionally, a significant number of crashes involved a pedestrian, and all of these incidents resulted in an injury to the pedestrian. Nearly all pedestrian crashes that resulted in severe injuries occurred at an intersection or pedestrian crossing. This is indicative of a lack of visibility at pedestrian crossing locations.

Driver behavior factored heavily into SSI crashes with 29 percent of crashes resulting in a hit-and-run incident. Notably, there was no documented overlap between these incidents and impaired drivers. There was not enough data available to verify that these crashes were correctly coded. Instead, there was an overlap between hit-and-run crashes and crashes that involved pedestrians, bicyclists, and motorcyclists. Given the context of these hit-and-run incidents, it reinforces the evidence of the lack of multimodal accessibility in the area.

Severe crashes were exacerbated by the lack of lighting facilities, with 35 percent of SSI crashes occurring in un-lighted conditions and 50 percent of fatal crashes occurring in un-lighted conditions. A lack of lighting facilities limits a driver's ability to navigate roadways effectively, especially in areas with unique geometry, such as curves, junctions, or hillcrests.

This analysis highlights which systems need the most support: infrastructure, people, and policy. These systems, or Emphasis Areas, will be the focus of the recommendations given in this safety action plan.



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*Hold page for crash summary graphic -
insert pdf of "SSI & Fatal Crash Dashboard"
into final report*



09

EMPHASIS AREAS & COUNTERMEASURES



9. EMPHASIS AREAS & COUNTERMEASURES

INTRODUCTION

Emphasis areas will focus the efforts by the City of Truth or Consequences and Task Force towards countermeasures that will provide the greatest progress towards Vision Zero.

The crash analysis in this Plan, combined with the existing efforts outlined in the 2021 Transportation Safety Plan, and improvement projects coordinated with NMDOT, will help identify critical emphasis areas and countermeasures to address transportation safety concerns in the City.

The safety countermeasures in this Plan are derived from the Federal Highway Safety Administration's (FHWA) "Proven Safety Countermeasures", the National Highway Traffic Safety Administration's (NHTSA) database of "Countermeasures that Work", "current highway design and traffic operational standards, and existing plan recommendations. Additional input from the Vision Zero Task Force was utilized to consolidate this information to craft precise countermeasures for the transportation safety issues affecting the City of Truth or Consequences.

The following section, Implementation & Evaluation, will list all recommended projects and efforts necessary to reach the City of Truth or Consequences' goal of Vision Zero.

EMPHASIS AREAS

The safe systems approach considers all facets of the transportation network to reduce and ultimately eliminate traffic fatalities.

The following emphasis areas are derived from crash data analysis of the most prevalent crash factors in fatal and SSI crashes over a five-year period within the City of Truth or Consequences. Ultimately, there were three aspects or systems that were shown to be under-performing regarding safety:

- **Speeding**
- **Roadway Facilities**
- **Multimodal Accessibility**

Evidence-based, proven safety countermeasures can be utilized to increase the safety of the transportation network by targeting the gaps in these emphasis areas. Countermeasures are aimed at addressing specific aspects of the crash characteristics and existing conditions to reduce the frequency and severity of various crash scenarios.

Speed Reduction

IMPAIRED & DISTRACTED DRIVING

Over the five-year study period, five serious incidents, two fatalities, and three serious injuries, occurred in crashes that involved an impaired driver.

NHTSA recommends systemic countermeasures to reduce alcohol-related (DUI or DWI) crashes. These countermeasures are categorized by Legislation and Licensing, Enforcement, and Strategies for Behavioral Change. Current DUI statutes in the state of New Mexico include several effective countermeasures that reduce recidivism, including interlock devices and alcohol



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screening programs for first time offenders. This Plan recommends additional complimentary countermeasures to reduce the incidence of alcohol-involved crashes.

Countermeasure 1: Lower Blood Alcohol Content Limits

Consider lowering the Blood Alcohol Content (BAC) limit to 0.05 g/dL in Sierra County or coordinate efforts with NMDOT to advocate for a statewide legislation change.

Countermeasure 2: Publicized Sobriety Checkpoints

Given Truth or Consequence's reputation as a tourist destination and the indication that most impaired driving crashes occurred outside urban areas, sobriety checkpoints could be useful on high-traffic weekends or as needed near major highways. It is worth noting that sobriety checkpoints have a maximum efficacy period of one week, according to a study of Los Angeles sobriety checkpoints (Morisson et al., 2019).

Countermeasure 3: Alcohol Screening and Intervention

According to the NHTSA, alcohol screening has a high level of effectiveness in reducing alcohol-related incidents.

Currently, a health screening is a mandatory penalty for a first DWI offense in the state of New Mexico, as well as following the treatment plan outlined by the mandatory screening.

Consider coordinating an effort with Sierra County to develop a restorative plan for first-time DUI/DWI offenders that allows for reduced penalties for participation in drug and/or alcohol treatment and mental

health counseling. For example, participating in outpatient treatment for a set period of time could reduce the hours of community service needed or reduce the number of days with a vehicle interlock device.

OVERTURNING & ROLLOVER CRASHES

Overturning and Rollover incidents occurred at a disproportionately high frequency within the study period.

Without considering severity, overturning and rollover incidents accounted for only three percent of the City crashes. However, these incidents accounted for 19 percent of the fatal and suspected serious injury (SSI) crashes and 24 percent of all SSI crashes specifically.

Additionally, two of the three rollover crashes that occurred on a curve, involved an impaired driver which emphasizes the need for additional countermeasures to address impaired driving alongside road geometry countermeasures.

The FHWA outlines proven countermeasures for Road Departure, that address the conditions of the rollover incidents that occurred in Truth or Consequences. These countermeasures include:

- Enhanced Delineation for Horizontal Curves
- Roadside Design Improvements at Curves
- Wider Edge Lines

These countermeasures address the road conditions that contribute to overturning and rollover incidents by accommodating for driver error or speeding. Additional countermeasures that tackle visibility and speed enforcement along rural segments



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of Interstate 25 will also support the curve delineation countermeasures.

Countermeasure 1: Variable Speed Limits

Establish a variable or reduced speed limit corridor on segments of I-25 that are close to the city limits to mitigate severe crashes due to driver inattention, DUI, or poor visibility.

Countermeasure 2: Road Safety Audits

Consider implementing a road safety audit of rural highway areas within a certain distance of city limits to locate areas in need of roadway improvements such as guardrail, slope flattening, and/or additional clear zone.

Countermeasure 3: Curve Warning

Add enhanced curve delineation measures such as large advance warning signs, in-lane warning marking, and advance dynamic radar signs for speed enforcement.

Countermeasure 4: Educational Outreach

Design and implement a contemporary curriculum for young drivers to establish a culture of safe driving behavior.

Roadway Improvements

INTERSECTIONS

Based on the crash data codes recorded by NMDOT, five of the 21 (24 percent) severe crashes occurred at an intersection in Truth or Consequences. Based on an in-depth analysis via GIS and other mapping tools, eight of the 21 severe incidents had a recorded location at an intersection, which increases the percentage of severe incidents in these conditions to 38 percent.

Two of the eight incidents involved a pedestrian, and an additional two incidents involved a motorcycle.

The FHWA outlines seven countermeasures to address safety concerns at intersections. The most applicable countermeasure for the incidents in Truth or Consequences is the "Systemic Application of Multiple Low-Cost Countermeasures at Stop-Controlled Intersections." The recommended low-cost countermeasures could include:

- A) Enhanced pavement markings that delineate through lane edge lines
- B) Doubled-up (left and right), oversized advance "Stop Ahead" intersection warning signs (can also include flashing beacon)
- C) Removal of vegetation, parking, or obstructions that limit sight distance
- D) Retroreflective sheeting on sign posts
- E) Properly placed stop bar

Date Street was identified as a key improvement corridor that could benefit from the implementation of the FHWA safety countermeasure of "Access Management." Existing roundabout improvements were completed by NMDOT along this corridor at key intersections near the I-25 and NM 181 interchanges. These improvements could be supported by additional changes at the Date Street, Broadway Street, and Main Avenue junction and throughout the dense section of the corridor between 1st Avenue and 9th Avenue.

Based on the details of the severe crashes in Truth or Consequences, the FHWA countermeasures should be expanded



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upon to accurately mitigate the safety concerns.

Countermeasure 1: Visibility Improvements

Improve intersection visibility as needed throughout the project area and in critical locations along major thoroughfares, such as Date Street and Broadway Street. This could include additional signing and striping as well as reconfiguration of intersections.

Countermeasure 2: High-Visibility Crossings

Improve pedestrian crossing facilities at intersections, especially near the downtown area and other high-pedestrian traffic areas. Specific countermeasures to address pedestrian and bike-related crashes will be addressed in the subsequent section.

Countermeasure 3: Signal Warrant Analysis

Conduct signal warrant analysis at existing stop-controlled intersections near high-traffic corridors, such as Date Street and Broadway Street to evaluate future signalization for enhanced safety.

Countermeasure 4: Intersection Reconfiguration

Perform a study to assess reconfiguring the Broadway and Main Avenue transition and the Date Street and Main Avenue transition for enhanced driver, bike, and pedestrian safety.

LIGHTING

Out of all the severe crashes in the City, both fatal and serious injury, 38 percent occurred in dark unlit conditions. These

conditions were most prominent in fatal incidents, with 50 percent of fatal crashes occurring in dark unlit areas. 29 percent of serious injury crashes also occurred in these conditions.

Uniquely, only one pedestrian incident occurred in dark-unlit conditions. This is likely due to the high number of rural highways in the vicinity of Truth or Consequences compared to urban intersections or pedestrian facilities.

The majority of the FHWA's proven safety countermeasures consider lighting improvements in the context of urban intersections. For rural highways, installing lighting fixtures can be impractical due to cost and complexity. Additional FHWA countermeasures that would be effective in unlit conditions include:

- A) High-Visibility Pavement Markings
- B) Longitudinal Rumble Strips and Stripes

The following specific countermeasures address the safety concerns in Truth or Consequences that are caused by dark-unlit road conditions.

Countermeasure 1: Striping

Implement targeted re-striping efforts along streets and highways in the project area. Utilize retroreflective paint or thermoplastic along with retroreflective raised markers.

Countermeasure 2: Expand Lighting Facilities

Install overhead lighting in key corridors and address gaps in existing facilities to enhance safety and quality of experience.



Multimodal Accessibility

CYCLIST & PEDESTRIAN SAFETY

Between 2018 and 2022, 10 crashes occurred that involved a pedestrian. Of these 10 crashes, four (40 percent) resulted in serious injury or fatality. The other 60 percent resulted in an injury, though not classified as severe.

In the same time period, two crashes involved a cyclist, one resulting in a serious injury, the other resulting in an injury not classified as severe.

(See the Section for an explanation of severe injuries in the context of crash classification)

Three pedestrian-involved crashes were also classified as “Hit and Run” incidents and the singular severe bicyclist-involved crash was also considered a Hit and Run.

At least two of the four pedestrian incidents involved an impaired driver, and one fatal crash involved both an impaired driver and impaired pedestrian.

Safety countermeasures aimed at addressing pedestrian safety in key corridors throughout the City of Truth or Consequences were a focal point of the 2021 Transportation Safety Plan. These countermeasures included enhanced signage and visibility in the downtown area and new sidewalk facilities to enhance sidewalk connectivity near the elementary, middle, and high school in the City.

Additionally, the FHWA outlines proven safety countermeasures to address the safety of pedestrians and cyclists on our roadways. Some applicable countermeasures that could be effective in Truth or Consequences include:

- a) Crosswalk Visibility Enhancements

- b) Pedestrian Activated Beacons (HAWK or RRFB, CRFB)
- c) Dedicated Bike Lanes; included buffered or protected bike lanes
- d) Road Diets or Reconfiguration

Based on the data available, these proven safety countermeasures can be adopted in targeted areas in varying combinations to address the specific needs of Truth or Consequences.

Countermeasure 1: Signalized Pedestrian Crossings

Enhance intersections on high-volume roadways to include high-visibility pedestrian crossings. Signalized crossing should be a standard on 4+ lane roadways in the project area.

Countermeasure 2: Complete Streets Design Guidelines

Revise street design guidelines to include dedicated and buffered bike lanes on high-volume roadways such as Date Street and Broadway Street.

Countermeasure 3: Feasibility Studies

Conduct a feasibility study of Riverside Drive or a similar roadway for redevelopment as an active transportation corridor. A dedicated, large active transportation corridor or loop will keep recreational cyclists off busy roadways.

Countermeasure 4: Enforcement Strategies

Implement traffic enforcement systems to discourage hit-and-run incidents. Current data indicated that punitive measures are not effective in reducing the frequency of these incidents (Grembeck & Griswold, 2012) Methods that target the ability of an offender to escape (see Colorado’s



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Medina Alert Program) or reduce incidence of offenders (see California’s Safe and Responsible Driver Act) have seen the most positive impacts.

Distracted and impaired driving countermeasures are applicable for both rollover crashes and pedestrian crashes, which further highlights the need for a safe systems approach.

MOTORCYCLES & ATVS

Between 2018 and 2022, the City of Truth or Consequences experienced 28 crashes that involved a motorcycle or other form of ATV.

Nearly half of these crashes (43 percent) resulted in some injury, and 14 percent resulting in a severe injury. There was one fatal motorcycle-involved crash, which is equivalent to 4 percent of all motorcycle crashes, and 25 percent of all fatal incidents in the project area.

Based on an in-depth analysis of the most severe crashes in this classification, SSI and fatal incidents, the three most common factors in these incidents were:

1. Driver Inattention
2. Improper Driving
3. Speeding

Based on the data and information available, the driver inattention and improper driving were on the part of the motorcycle operator in four of the five severe incidents.

The singular fatal incident involved a motorcycle operator without a helmet and two of the SSI incidents also involved operators without helmets. It is worth noting that the operators who failed to use proper safety protection were over 65 years of age and under 25 years of age;

two demographic groups that have a higher risk profile.

Given the crash factors in these motorcycle incidents, the applicable FHWA countermeasures involve an increase in visibility at intersections. This could include:

- a) Installation of high visibility stop bar striping at intersections
- b) Installation of pavement edge striping or raised curbs at intersections

Based on the specific severe incidents that occurred in Truth or Consequences, additional countermeasures are recommended to fully and precisely mitigate severe motorcycle incidents.

Countermeasure 1: Motorcycle Safety Education

Provide additional educational courses for motorcycle licenses and/or amend existing drivers’ education courses to include an additional motorcycle safety component.

Countermeasure 2: Maintain Clear Zones

Increase street maintenance efforts to maintain proper clear zone within City-owned right-of-way. Additional amendments to City ordinances to fence vacant lots could reduce inadvertent encroachment into clear zones



10

IMPLEMENTATION & EVALUATION



10. IMPLEMENTATION & EVALUATION

The implementation section of this Plan seeks to synthesize the data analysis, existing efforts, and policy goals into measurable actions that will guide the City of Truth or Consequences towards Vision Zero. Implementation visualizations can be seen in [Appendix B](#).

PHASED IMPLEMENTATION

These actions can be categorized into one of three phases: short-term, medium-term, and long-term. Actions and projects are categorized by a myriad of factors, such as urgency, funding availability, and coordination efforts needed. Some general factors are listed below to illustrate the framework of the implementation plan.

Short-Term (0-2 years)

- Immediate effort required in the following one to two years from Plan adoption
- Project funding (if necessary) sources exist and may be currently allocated
- Project may be currently listed on the City's Capital Improvement Project (CIP) list

Medium-Term (3-5 years)

- Near-term effort required within three to five years from Plan adoption
- Funding source may not yet be identified
- Projects should be publicized and coordinated with all agency partners

Long-Term (5-10+)

- Longer-range efforts are to be implemented five-ten plus years from Plan adoption
- Projects may require additional preliminary studies or coordination efforts before implementation is feasible
- Large-scale projects that require additional stakeholders coordination and funding

Table 10-1 lists the recommended actions of this Plan to achieve the goals outlined in [Section 3](#). These actions encompass design improvements, studies, policy changes, enforcement methodologies, education efforts, and any additional efforts that will help to address the safety gaps revealed in the development of this Plan.

Each action is categorized by the goal it is supporting, its phased implementation timeframe, and the five E's of safety it addresses.



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Table 10-1. Implementation Table





PROJECT OPPORTUNITIES

The following are additional roadway opportunities for the City.

Complete Streets Initiative

At the time of this development for this Plan, NMDOT and the City of Truth or Consequences are implementing a Complete Streets reconfiguration effort along Main Avenue based on recommendations from the 2021 Transportation Safety Plan (see **Figure 7-12**).

Further analysis in this Plan demonstrates that additional roadways throughout the City of Truth or Consequences could benefit from Complete Streets improvements.

The goal of Complete Streets is to create a transportation system that is accessible for all users, not just vehicles. Complete Streets improvements can include changes to land widths, pavement area, additional multiuse paths or sidewalks, bike lanes, high-visibility crossings, and any additional streetscape improvements that expand the use of public right-of-way.

Figure 10-1. Third Street SSI Crash Location



Figure 10-1 shows the location of an SSI crash in the City of Truth or Consequences. Third Street, or NM 51, is classified as a minor arterial roadway, which serves as a connection of NM 51 to the principal

arterial Date Street. Given the lower volume of traffic minor arterials are designed to support, they are great candidates for Complete Streets improvements as they will offer the most connectivity for all modes without the possibility of compromise to their existing capacity. **Figure 10-2** shows an example of what Complete Streets improvements can look like on a higher volume roadway.

Figure 10-2. Complete Streets Project in Albuquerque, NM



Based on the available aerial imagery of Third Street, there is an opportunity to expand multimodal facilities along the corridor as well as increase the visibility of road pavement markings for ease of driver navigation and improving safety for all road users.

Third Street is not the only roadway in Truth or Consequences that could benefit from improvements towards the goal of Complete Streets. Roadways such as Marshall Street, Veater Street, and Marie Street all have ample public right-of-way to support additional multimodal facilities without needing any lane reduction based on planning-level observations.

A Complete Streets Initiative throughout the City of Truth or Consequences has the potential to address a variety of road safety issues that affect all road users and foster a deeper sense of community by creating accessible public spaces.



Active Transportation Corridor Study

The Truth of Consequences General Plan outlines a vision for the City as a tourist destination, with an emphasis on tourism driven by its natural resources.

Active transportation corridors are a creative way for people to interface with nature in a convenient and accessible way. On a large scale, river-walks are a successful development strategy for establishing a community destination

These corridors can span many miles and contain a variety of different land uses and transportation modalities. Below in **Figure 10-3** and **Figure 10-4** are examples in Texas and Ohio of riverwalk projects.

Figure 10-3. San Antonio River Walk, San Antonio, Texas



Figure 10-4. Scioto Mile, Columbus, Ohio



The current conditions of Riverside Drive vary throughout the corridors with some

areas set up as commercial and tourist centers and others as residential areas.

Figure 10-5 shows what one section of the corridor looks like at the time of plan development. Given its diverse uses and proximity to the Rio Grande, Riverside Drive has potential to be developed into a vibrant active transportation corridor.

Figure 10-5. Riverside Drive Existing Conditions



Another location that has the potential to become an active transportation corridor is the roadways surrounding the Municipal Golf Course: Marie Street, Parway Drive, Pershing Street, and Ed Bailey Drive.

The roadways form a loop around a public destination that is conveniently accessible from Date Street. The low-volume roadways make this location a viable site to develop with recreational use in mind. As a dedicated active transportation facility, this location could provide safe, mode separation for active recreation, keeping people away from higher-volume roads such as Broadway Street and Date Street.

Figure 10-6. Marie Street Near Municipal Golf Course





RECOMMENDED POLICIES

The Policy section outlines decision-making frameworks that cohesively shape transportation safety within the community. Below are effective policies that can support and guide infrastructure investments, influence driver and pedestrian behavior, and establish accountability for safety outcomes. This section identifies recommended policies that support safe, equitable mobility and highlights opportunities for improvement in alignment with Vision Zero principles for reducing traffic-related injuries and fatalities.

1) Provide well maintained public transportation facilities and infrastructure

Goal: Increase multimodal options and public transportation ridership.

Action: Implement a comprehensive maintenance and inspection program to assess public transportation systems and infrastructure.

2) Facilitate the creation of accessible educational programs for all communities

Goal: Promote safety resource sharing to address road safety.

Action: Implement and expand digital learning platforms and in person support services for new and experienced roadway users.

3) Promote the development of safe, convenient, accessible, and interconnected transportation networks

Goal: Improve road conditions, reduce traffic crashes and improve public safety.

Action: Enhance and expand transportation systems and roadway features to ensure safety and inclusive mobility.

4) Align multimodal transportation and land use developments

Goal: Enhance the accessibility, efficiency, and sustainability of urban and regional transportation systems.

Action: Align transportation projects and land use planning with the goals of the existing multimodal transportation plan to elevate sustainable, connected communities.

5) Develop local collaborative approaches to supporting public and private partnerships

Goal: Advance collaborative, multi-sector approach that brings together local governments, businesses, and community organizations.

Action: Establish a regional partnership task force.

6) Adopt a Street Design Guideline

Goal: Generate a comprehensive and inclusive set of street design standards.

Action: Form a task force that will create and implement safety, accessibility, sustainability, and multimodal transportation principles.



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7) Ensure equitable access of multimodal transportation across communities

Goal: Expand and improve cohesion of multimodal transportation options to ensure all communities and their members have equitable and safe access to efficient roadways.

Action: Address infrastructure gaps with pedestrian and public transit access through targeted assessment for future improvement projects specific to underserved areas.

8) Uphold ADA standards and apply to pedestrian facilities

Goal: Ensure that all pedestrian facilities are in updated compliance with the American Disabilities Act (ADA).

Action: Create a step by step phased implementation plan that includes ADA compliance audit for all pedestrian facilities.

9) Boost local economic growth by improving transportation access and activity in key business areas

Goal: Apply safe street design principles to assist local businesses grow along key roads.

Action: Support public-private partnerships that encourage continued public infrastructure improvements and opportunities for mixed use.



FUNDING MECHANISMS

There are a variety of financing tools and incentives that local governments in New Mexico can use to support transportation safety projects. The United States Department of Transportation as well as the State of New Mexico offer incentives targeted at improving safety and reducing traffic fatalities. Additionally, state law enables public contributions to public-private partnerships that provide public benefits such as safety, mobility, connectivity, and equity in rural areas.

Infrastructure Investment and Jobs Act (IIJA)

Infrastructure Investment Jobs Act, also known as Bipartisan Infrastructure Law, is a federal investment enacted in 2021 to modernize and strengthen the nation's infrastructure. The law advocates spending across key areas including transportation and climate resilience. The aim of this Act is to improve public safety, expand economic opportunity, and promote equity through funding projects that reconnect underserved communities through enhancing mobility, safety and sustainability.

Bipartisan Infrastructure Law (BIL)

New programs under the Bipartisan Infrastructure Law focus on key infrastructure priorities including rehabilitating bridges in critical need of repair, reducing carbon emissions, increasing system resilience, removing barriers to connecting communities, and improving mobility and access to economic opportunity.

BIL PROGRAMS

1. Bridge Formula Program (BFP)

The BIL establishes the Bridge Formula Program. BFP funds may be used for highway bridge replacement, rehabilitation, preservation, protection, or construction projects on public roads. The General Fund for 2025 and 2026 is \$5.500 Billion.

2. Reconnecting Communities Pilot Program

Restore community connectivity by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including mobility, access, or economic development. Eligible activities include up to \$2 million in planning grants and up to \$5 million for capital projects, including the removal and replacement of eligible facilities.

3. Surface Transportation Block Grant

The Surface Transportation Block Grant Program (STBG) promotes flexibility in State and local transportation decisions and provides flexible funding to best address State and local transportation needs. Goals include preserving and improving the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects, including intercity bus terminals.

4. Planning Program

BIL supports planning programs that provide funding and set procedural requirements for multimodal transportation planning in metropolitan



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areas and states that result in long-range plans and short-range programs of transportation investment priorities. The planning programs are jointly administered by FTA and the Federal Highway Administration. Planning activities under this program include:

- development of transportation plans and programs
- planning, design, and evaluation of a public transportation project
- technical studies related to public transportation

Multimodal Project Discretionary Grant

The Multimodal Project Discretionary Grant Program (MPDG) is a U.S. Department of Transportation initiative that combines three major grant programs—MEGA, INFRA, and Rural Surface Transportation Grant—to support large, complex transportation projects. It funds infrastructure that improves safety, mobility, and economic strength across multiple transportation modes, with a focus on rural, regional, and national significance.

Multimodal Project Discretionary Grant Program (MPDG)

MPDG supports large and complex projects that are regionally or nationally significant such as: highway, bridge, or transit corridor improvements. The goal is improving passenger movement, roadway safety, and community resilience.

Infrastructure for Rebuilding America (INFRA)

INFRA provides grants for multimodal freight and highway projects of national or regional significance to improve the safety,

efficiency, and reliability of the movement of freight and people in and across rural and urban areas. The goal of INFRA is to support community safety, the movement of people and goods, and reduce traffic flow.

Rural Surface Transportation Grant Program

The Rural Safe Transportation Grant specifically targets rural communities for road, bridge and transit improvements. This program supports projects that improve and expand the surface transportation infrastructure within local areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life.

Better Utilizing Investments to Leverage Development (BUILD) Grant Program

The U.S. Department of Transportation's (USDOT) Better Utilizing Investments to Leverage Development (BUILD) grant program provides grants for surface transportation infrastructure projects with significant local or regional impact. Projects include multimodal and multi-jurisdictional projects that are more difficult to fund through other grant programs.

Safe Streets and Roads for All (SS4A) Discretionary Grant Program

The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused



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on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro mobility users, and commercial vehicle operators. The program provides funding to develop the tools to help strengthen a community's approach to roadway safety and save lives and is designed to meet the needs of diverse local, Tribal, and regional communities that differ dramatically in size, location, and experience administering Federal funding. There is a 20% match requirement for this grant.

Transportation Alternatives Program (TAP)

The New Mexico Department of Transportation Alternatives Program (TAP) is a federal reimbursement program authorized through the FAST Act as part of the Surface Transportation Block Grant (STBG) Program. TAP funds can generally be used for bicycle and pedestrian infrastructure and activities, in addition to other projects, as outlined in the NM Active Transportation and Recreational Programs Guide. Each state's department of transportation administers the program using its own competitive process, in accordance with the law. The local match is 14.56 percent. Applications are due annually in September to the local MPO/RTPO for submittal to NMDOT.

Community Developments Block Grant Program (CDBG)

The New Mexico Department of Finance and Administration CDBG program assist's local government entities, local representatives, and citizens with the appropriate use of public funds and to strengthen their ability to better serve New Mexico communities to improve their

quality of life. The Department of Finance and Administration, Local Government Division (LGD), provides administrative and technical support to local entities throughout the State of New Mexico. Eligible activities include community infrastructure, such as water, sewer, storm drain, and street improvements.

Capital Outlay

The New Mexico Department of Finance and Administration, Capital Outlay Projects Bureau defines a "capital outlay project" as the acquisition, improvement, alteration or reconstruction of assets of a long-term character that are intended to continue to be held or used, including land, buildings, machinery, furniture and equipment. Capital outlay funding cannot be used for operating expenses; salaries; materials and supplies; events, brochures, pamphlets and publications; and retroactive reimbursements of previous purchases. Eligible activities include equipment having a value over \$10,000 dollars and a useful life of ten years or more; major renovations or repairs; acquisitions of something already in existence; plan and design specific to a capital project; new structures, meaning the construction of new buildings; and non-structural improvements to land, meaning the grading, leveling, drainage, and landscaping thereof and the construction of roadways, fences, ditches, and sanitary sewers. Funding is 100 percent grant funded, and applications are due annually during the New Mexico Legislative Session.



Municipal Arterial Program (MAP)

This New Mexico Department of Transportation program assists municipalities to construct and reconstruct streets, which are principal extensions of the rural highway system and other streets which qualify under New Mexico Department of Transportation (NMDOT) criteria. Project eligibility for this program is the degree to which the route would assist in the distribution of state highway system traffic. The four general criteria are: (1) a thorough extension of state highway routes, (2) major connections between state highway routes, (3) major streets of services to state highways, and (4) major local services streets. The local match is 25%. Applications are due annually by March 15th to the local NMDOT district office.

Local Government Planning Fund (LGPF)

The New Mexico Finance Authority LGPF provides capital necessary for proper planning of vital public projects, including infrastructure, water and wastewater preliminary engineering reports, long-term master plans, water conservation plans, economic development plans or energy audits. Eligible project types include: Preliminary Engineering Reports (PER), Environmental Information Documents, Plans to implement the Local Economic Development Act Plans to reduce blight pursuant to the Metropolitan Redevelopment Act, Water Conservation Plans, Comprehensive Plans, Priority Infrastructure Projects identified in Infrastructure Capital Improvement Plans (ICIP), Asset management Plans, Master Plans, Economic Development Feasibility Studies, and Energy audits. Applications

are accepted year-round, and the maximum award amount is \$50,000, which may consist of 100 percent grant or grant/match combination.

Local Government Transportation Project Fund

Local and tribal governments are eligible to apply for state funded grants. Eligible projects are in the following categories: (1) environmental and other studies; (2) planning; (3) design; (4) construction; and (5) acquisition of rights of way necessary for the development of transportation infrastructure, which includes highways, streets, roadways, bridges, crossing structures and parking facilities, including all areas for vehicular, transit, bicycle or pedestrian use for travel, ingress, egress and parking. The Metropolitan or Regional Transportation Planning Organizations (MPO/RTPO) will use the following criteria to prioritize their planning-area projects; the District office will also use the criteria to rank projects from their District. The local match is 5%. Applications are due annually in May to the local MPO/RTPO for submittal to the NMDOT.

Public Project Revolving Fund (PPRF)

The Public Project Revolving Fund (PPRF) assists a wide range of public entities in accessing the capital markets at low or below-market interest rates. The PPRF is used to finance public projects such as infrastructure improvements, roadway projects, water system upgrades, fire and law enforcement equipment, public buildings, hospitals and healthcare facilities, electric and broadband utilities, quality of life projects, and more. The PPRF provides both market-rate loans and loans



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to disadvantaged communities at subsidized rates. Loans of up to 30 years, based upon the useful life of the project, offered at low, fixed interest rates. Entities with median household incomes less than the State's median household income are eligible to receive 0 percent or 2 percent interest rates for up to \$500,000 per entity per fiscal year subject to availability of funds.

Recreational Trails Program (RTP)

The New Mexico Department of Transportation Recreational Trails Program (RTP) is a federal reimbursement program and provides funding to eligible entities within New Mexico to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized uses. These Federal funds benefit recreationists who enjoy hiking, bicycling, in-line skating, equestrianism, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, and off-road four-wheel driving. NMDOT is pleased to provide access to funding for quality, diverse recreational trail projects that will improve New Mexicans' quality of life and safety across the state. The local match is 14.56 percent. Applications are due annually in September to the local MPO/RTPO for submittal to NMDOT.



11

CONCLUSION



11. CONCLUSION

The Vision Zero Safety Action Plan for the City of Truth or Consequences is a testament to the community's proactive stance. It represents a comprehensive and collaborative approach to roadway safety, committing to eliminating traffic fatalities and severe injuries by 2030. Through the City's commitment, the community is taking a significant step towards achieving safe, healthy, and equitable mobility for all residents.

Through robust data analysis, community engagement, and strategic partnerships, the Plan outlines clear goals and actionable strategies to enhance roadway safety. The coordinated efforts of local governments, regional councils, and state agencies, supported by various funding mechanisms, will be crucial in implementing the recommended safety countermeasures.

Regular monitoring, transparent reporting, and adaptive planning are essential to the Plan's success. The City of Truth or Consequences can and will continually refine its strategies based on new data and emerging best practices. By treating the Vision Zero Safety Action Plan as a living document, the City maintains that its roadway safety measures are always up-to-date and effective.

Ultimately, the success of the Vision Zero initiative relies on the continued commitment to its principles and the collaborative efforts of all stakeholders. The City of Truth or Consequences is poised to create a safer, more inclusive transportation network that benefits all roadway users, paving the way for a future free of traffic fatalities and severe injuries.



12

APPENDIX A

12. APPENDIX A: CRASH CLASSIFICATION TREE

Figure 12-1. Crash Tree - Classification & Severity

Legend

Analysis Area

Total of the Analysis Area	# Total (a)	% of Column (b)
Of the above, # Property Damage Only	# PDO (c)	% of Class (d)
Of the above, # Suspected Serious	# SSI (c)	% of Class (d)
Of the above, # Fatal	# Fatal (c)	% of Class (d)

Notes:
(a) number of crashes in this class (e.g. "Other Vehicle").
(b) found by dividing the adjacent number in the column to the left, by the total number at the top of the column (in the green colored box straight above).
(c) number out of the class within this box resulting in the severity on this line.
(d) found by dividing the adjacent number in the column to the left, by the total number





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APPENDIX B

13. APPENDIX B: IMPLEMENTATION VISUALIZATIONS

#	Action	Location/Jurisdiction	Timeframe	FY 26 Planning Level Cost	5 E's				
					Equity	Education	Engineering	Enforcement	Evaluation
Goal #1: Create a culture of safe driving behavior									
1.1	Develop regular reporting methodology and schedule for Vision Zero efforts	Truth or Consequences	Short	-					
1.2	Add additional training programs for law enforcement to maintain and improve consistent and complete crash reporting	Truth or Consequences	Short	-					
1.3	Coordinate with South Central Council of Governance (SCCOG) to host/establish a Vision Zero collaboration event to foster regional coaction towards Vision Zero, track progress, and award community members or/and organizations making an impact towards improving traffic safety	Truth or Consequences; Regional	Long	-					
1.4	Implement pedestrian, bicycle, and motorcycle safety programs in collaboration with New Mexico Department of Public Safety (NMDPS) including policy, roadway enforcement, public communication, safety education, and engineering seminars	Truth or Consequences; Sierra County	Short	-					
1.5	Establish variable speed corridors on Interstate 25	Interstate 25 (MP 77 to MP 80 & MP 83 to MP 88)	Short	\$325,620/mile					
1.6	Collaborate with Sierra County and NMDOT to increase civil traffic fines to promote safe speeds	Truth or Consequences; Sierra County	Short	-					
1.7	Implement High Visibility Enforcement (HVE) and/or High Visibility Patrols (HVP) directed at motorists	As needed throughout the City	Short	-					
1.8	Targeted use of speed safety cameras and speed feedback signs on corridors of high speeding frequency	Interstate 25 (MP 77 to MP 80 & MP 83 to MP 88); I-25 Business Loop; Broadway Street (City Limits to Date Street); as needed throughout the City	Medium	\$92,192 each					
1.9	Provide additional educational resources for motorcycle licenses or amend existing liscenure process to include an additional motorcycle safety course	Truth or Consequences	Medium	-					
1.10	Install "Share the Road" signs to reduce motorcycle involved crashes	I-25 Business Loop (Main Avenue to H.R. Ashbaugh Drive); Broadway Street (City Limits to Date Street); Interstate 25 (MP 77 to MP 80 & MP 83 to MP 88); Third Street (Date Street to City Limits)	Short	\$9,246 each					
1.11	Consider amending existing ordinances to require vacant lots to be fenced and enforced with fines for lack of compliance due to high frequency of ATV and sight-distance related crashes	Truth or Consequences	Medium	\$80/foot of fencing					
1.12	Consider additional licenses or driver's license requirements for ATV use	Truth or Consequences; Sierra County	Short	-					
1.13	Design and implement a curriculum for young drivers to establish a culture of safe driving in Truth or Consequences	Truth or Consequences	Short	-					
1.14	Amend local laws to establish passenger limits for Graduated Drivers' License (GDL) holders	Truth or Consequences; Sierra County	Medium	-					
1.15	Amend local laws to establish nighttime driving limits for Graduated Drivers' (GDL) holders	Truth or Consequences; Sierra County	Medium	-					
1.16	Offer additional driver's education "refresher" courses aimed at new drivers, older adults, new resident, and interested existig license holders	Truth or Consequences	Medium	-					

#	Action	Location/Jurisdiction	Timeframe	FY 26 Planning Level Cost	5 E's				
					Equity	Education	Engineering	Enforcement	Evaluation
1.17	Develop a public campaign to promote safe driving practices and discourage impaired driving	Truth or Consequences; Sierra County	Short	-					
1.18	Coordinate effort to lower the legal blood alcohol content limit to 0.05 g/dL in Sierra County	Truth or Consequences; Sierra County	Long	-					
1.19	Coordinate public health awareness campaign in Sierra County to reduce rates of DUI/DWI offences	Truth or Consequences; Sierra County	Long	-					
1.20	Secure funding and implement publicized sobriety checkpoints in high-traffic areas and/or during high-traffic periods	As needed throughout the City	Medium	-					
1.21	Research and pilot enforcement systems that discourage hit-and-run incidents (amber-alert style system, etc.)	Truth or Consequences; Sierra County	Long	-					
1.22	Consider a public art installation memorial in the scenic memorial park at the Date Street/Main Avenue junction	Date Street / Main Avenue Intersection; Broadway Street / Main Avenue Intersection	Medium	-					
1.23	Create a "Safe People" Community Ambassador opportunity within the Vision Zero Task Force to allow for additional community participation	Truth or Consequences	Short	-					
1.24	Reevaluate the location of the Silver Street speed feedback sign.	Silver Street	Short	-					
Goal #2: Implement roadway design that is forgiving of human errors									
2.1	Perform a feasibility study for a point-to-point microtransit system in Truth or Consequences and Sierra County	Truth or Consequences; Sierra County	Medium						
2.2	Install High-Friction Surface Treatments (HFST)	Interstate 25 (MP 77 through MP 80 & MP 83 to MP 88)	Long	\$3,457,300/mile					
2.3	Implement targeted re-striping efforts along Interstate 25, NM 195, NM 51, and other state highways in the City. Utilize retroreflective paint or thermoplastic along with retroreflective raised markers	Interstate 25 (City Limits (MP 77) through MP 80); NM 195; NM 51; NM 181 (Date Street to Butte Road)	Short	\$39,798-\$48,167/mile					
2.4	Add enhanced curve delineation measures such as large advance warning signs, in-lane warning marking, and advance dynamic radar signs for speed enforcement, where all curve locations have at least two warning measures	NM 179 & NM 51 Junction; NM 179 (north of NM 51 junction); Mims Drive (Smith Street to Hagan Street); NM 195 (Interstate 25 to City Limits); NM 181 (south of NM 195 junction)	Medium	chevrons: \$67,804/mile curve warning signs: \$9,246 each					
2.5	Enhance existing curve delineation signage with Sequential Lighted Chevron Signage Systems where feasible	NM 179 & NM 51 Junction; NM 179 (north of NM 51 junction); Mims Drive (Smith Street to Hagan Street), NM 195 (Interstate 25 to City Limits); NM 181 (south of NM 195 junction)	Short	\$397,980 each					
2.6	Develop road signing and marking standard guidelines for Truth or Consequences that emphasizes high-visibly signage	Truth or Consequences	Medium	-					
2.7	Utilize Complete Streets strategies throughout the City to expand the active transportation network, promote neighborhood placemaking, and establish roadway functional classification standards	Along I-25 Business Loop (including downtown); Third Street; NM-181 (Date Street to Butte Road); all major collector streets; as needed throughout the study area	Medium	\$6,484,260/mile					
2.8	Consider implempenting corridor access management and driveway consolidation along Broadway Street through the Interstate 25 Business Loop	Broadway Street (City Limits to Date Street); I-25 Business Loop (Main Avenue to H.R. Ashbaugh Drive)	Medium						

#	Action	Location/Jurisdiction	Timeframe	FY 26 Planning Level Cost	5 E's				
					Equity	Education	Engineering	Enforcement	Evaluation
2.9	Conduct road safety audits on nearby freeways/highways for targeted safety improvements	Interstate 25 (MP 77 to MP 80 & MP 83 to MP 88); NM 51; Riverside Drive	Medium	-					
2.10	Consider reconfiguring intesection of NM 51-Third Avenue and Caballo Road to enhance visbility and navigability	NM 51-Third Avenue / Caballo Road Intersection	Long	traffic signal: \$769,160 each single-lane roundabout: \$7,694,280 each					
Goal #3 Prioritize street and roadway infrastructure rehabilitation									
3.1	Increase street maintenance efforts to maintain proper clear zone within City-owned right-of-way. Consider a future effort to develop street design guidelines that include a wider clear zone around roadways (specifically in residential areas)	South of Broadway Street; South of Third Avenue; as needed throughout the City	Medium	\$1,026,440/mile					
3.2	Conduct signal warrant analysis at existing stop-controlled intersections near high-traffic corridors, such as Date Street and Broadway Street to evaluate future signalization for enhanced safety	Date Street; Broadway Street; 9th Avenue; Third Street; As needed throughout the City	Short	-					
3.3	Consider reconfiguring the Broadway and Main Avenue transition and the Date Street and Main Avenue transition for enhanced driver, bike, and pedestrian safety	Broadway Road / Main Avenue Intersection; Date Street / Main Avenue Intersection	Medium	traffic signal: \$769,160 each single-lane roundabout: \$7,694,280 each					
3.4	Update roadway markings throughout City to adhere to the most current MUTCD and NMDOT standards by roadway functional classification. This could include raised pavement markers, retroreflective striping, and wider edge lines	NM 179 (NM 51 to City Limits); NM 51 (MP 79 to City Limits); as needed throughout the City	Medium	\$39,798-\$48,167/mile					
3.5	Update roadway striping and/or add chicanes on lower volume roadways (collectors or minor collectors) to include wider edge lines for speed reduction	Numbered Avenues (2nd Avenue-9th Avenue); Foch Street (Marie Street to Main Avenue); Riverside Drive (Date Street to Cherry Lane); Marshall Street (Iron Street to Platinum Street); Veater Street (City Limits to End)]; as needed throughout the City; E Smith Avenue (Date Street to Silver Street); N Silver Street, New School Road; N Pershing Street	Short	\$39,798-\$48,167/mile					
3.6	Install targeted lane departure mitigation measures such as longitudinal rumble strips, centerline rumble strips, safety edges, median barriers, and wider edge lines on high volume roadways	Interstate 25 (MP 77 to MP 80); NM 179 (NM 51Junction to City Limits); NM 195 (NM 181 junction to City Limits); as needed throughout the City	Long	rumble strips: \$28,140/mile raised barrier median: \$3,333,920/mile high-visibility striping: \$39,798/mile					
3.7	Install guardrail where warranted	Riverside Drive - Marshall Street (Clancy Street to Wyona Drive); Turtleback Avenue (Dodson Ranch to City Limits); NM 181 (south of Interstate 25 junction); NM 195 (east of NM 181 junction)	Medium	\$667,320/mile					
3.8	Consider shoulder widening on highways within the City Limits to a minimum width of 6 feet where feasible	Interstate 25 (MP 77 to MP 80); NM 179 (NM 51Junction to City Limits); NM 195 (NM 181 junction to City Limits); NM 181 (south of Interstate 25 junction); as needed throughout the City		\$1,313,200/mile					

#	Action	Location/Jurisdiction	Timeframe	FY 26 Planning Level Cost	5 E's				
					Equity	Education	Engineering	Enforcement	Evaluation
3.9	Update pedestrian warning signage (W11-2)	Broadway Street / Post Street; Broadway Street / Clancy Street; Broadway Street / Daniels Street; Broadway Street / Foch Street; Broadway Street / Jones Street; N Pershing Street / Truth or Consequences Middle School and Hot Springs High School; Broadway Street / Pershing Street; Broadway Street /Mims Street	Short	\$9,246 each					
3.10	Update pavement markings near Truth or Consequences Middle School & Hot Springs Highschool to meet striping standards	N Pershing Street/New School Road	Short	\$22,110 each					
3.11	Continental crosswalk striping refresh and in-street pedestrian warning signage (R1-6 or similar)	Main Avenue / Poplar Street ; Main Avenue / Clancy Street; Main Avenue/ Foch Street; Main Avenue / Jones Street; Main Avenue / Pershing Street; Broadway Street / Post Street; Broadway Street / Clancy Street; Broadway Street / Daniels Street; Broadway Street / Foch Street; Broadway Street / Jones Street; Broadway Street /Pershing Street; Broadway Street / Mims Street	Short	\$14,740 each					
3.12	Enforce ADA Compliance (fix sidewalk cracks, remove obstructions from sidewalks, min 36" sidewalk width, etc.) on all existing pedestrian facilities	Main Avenue (Broadway Street to Date Street); Broadway Street (Main Avenue to Date Street); as needed throughout the City	Short	\$1,354,740/mile					
3.13	ADA compliant sidewalk additions for connectivity to exisiting pedestrian facilities on and near schools	N Silver Street; N Pershing Street; New School Road	Short	\$1,354,740/mile					
3.14	Consider scoping study for intersection improvements	Intersection at Foch Street / Main Street	Medium	-					
3.15	Consider scoping study for intersection improvements	Intersection at Date Street / Marie Street	Medium	-					
3.16	Consider scoping study for intersection improvements	Intersection at Date Street / 9th Avenue	Medium	-					
3.17	Conduct systematic FHWA-outlined low-cost safety improvements that improve intersection visibility at stop controlled intersections	I-25 Business Loop Corridor; School Zone Corridors; Residential areas or low-volume to high-volume transition areas	Medium	signage: \$9,246 each crosswalk: \$14,740 each edge striping: \$39,798/mile					
3.18	Bollard addition at WB lane on Main Avenue near Post Street Junction	Main Avenue & Post Street	Short	\$9,246 each					
3.19	Add diverter median (or alternative traffic barrier) at at intersections to enhane maneuverability and enforce compliance with traffic laws	Intersection N. Broadway Street / S. Foch Street; Intersection N. Broadway Street / S. Pershing Street	Medium	\$1,846,520/mile					
3.20	Address gaps in overhead lighting facilities throughout residential and commercial areas in the City	As needed throughout the City	Medium	\$1,385,560/mile					
3.21	Perform a Pavement Assessment Study to determine areas in of resurfacing or reconstruction.	As needed throughout the City	Medium	-					
3.22	Perform Road Drainage Assessment to upgrade exisitng drainage facilities to current standards	As needed throughout the City	Long	-					
3.23	Ensure ample designated truck parking for commercial vehicles	I-25 Business Loop Corridor; Main Avenue; Broadway Street; as needed throughout the City	Short	-					
Goal #4: Strengthen local and regional roadway connectivity									

#	Action	Location/Jurisdiction	Timeframe	FY 26 Planning Level Cost	5 E's				
					Equity	Education	Engineering	Enforcement	Evaluation
4.1	Coordinate with NMDOT's Long-Range Statewide Transportation Plan and performance measures	Regional; State-wide	Long						
4.2	Consider coordination with SCCOG and NMDOT to pursue and organize funding requests with other municipalities within Sierra County and the state of New Mexico for improvements to the regional transportation system	Regional	Long	-					
4.3	Consider a feasibility study of Riverside Drive or a similar roadway for redevelopment as an active transportation corridor. A dedicated, large active transportation corridor or loop will keep recreational cyclists off of high volume roadways	Riverside Drive (Broadway Street to Cherry Lane); Marie Street; Truth or Consequences	Long	multi-use path: \$1,354,740/mile					
4.4	Design and construct new pavement sections for unpaved road sections	Kopra Street (Golf Club Drive to City Limits); Turtleback Avenue (Dodson Ranch to City Limits); Ed Bailey Drive (Golf Club Drive to Pershing Street); Marshall Street (Steel Street to Brass Street and Coal Street to Wyona Avenue); as needed throughout the City	Long	\$6,150,600/lane/mile					
4.5	Consider community gateway feature or other placemaking facilities to incidicate shift in traffic facilities	Broadway Street / Main Avenue Intersection; Date Street / Main Avenue Intersection	Short	-					
4.6	Perform a roadway sign inventory to address absent and incorrect signage in residential areas	As needed throughout the City	Long	-					
4.7	Consider dedicated and buffered bike lanes on high-volume roadways such as Date Street and Broadway Street	Date Street (Main Avenue to H.R. Ashbaugh Drive); Broadway Street (NM 187 to Main Avenue)	Medium	-					
4.8	Install permanent classification counter equipment to improve multimodal volume counts	As needed throughout the City	Long	\$55,342 each					
Goal #5: Strengthen land use and transportation systems to increase multimodal mobility									
5.1	Address gaps in exisitng pedestrian infrastructure with upgrades to ensure ADA compliance	Third Avenue; as needed throughout the City	Medium	\$1,354,740/mile					
5.2	Advertise opportunities and wayfinding for alternative modes	Throughout the City and connecting regionally	Medium	-					
5.3	Consider installing separated multi-use paths where possible on high volume roadways	I-25 Business Loop Corridor; Broadway Street (City Limits to Date Street)	Short	\$1,354,740/mile					
5.4	Consider ADA compliant pedestrian facilities to connect Golf Course parking lot (Marie Street and Juniper Street) to Pershing Street	Marie Street (Juniper Street to Pershing Street)	Medium	\$1,354,740/mile					
5.5	Utilize pedestrian islands or medians to shorten crossing distance along crossing locations greater than two lanes in one direction, per NACTO street design guidelines	I-25 Business Loop Corridor; Broadway Street (City Limits to Date Street) Main Avenue; Riverside Drive; as needed throughout the City	Medium	\$1,846,520/mile					
5.6	Conduct signal warrant studies for Pedestrian Hybrid Beacons (PHB) or High-Intensity Activated CrossWalk (HAWK) signals to reduce disance between signalized pedestrian crossing locations	I-25 Business Loop Corridor (Main Avenue to H.R. Ashbaugh Drive); Main Avenue (Broadway Street to Date Street); Broadway Street (City Limits to Date Street)	Short	\$55,342 each					
5.7	Ensure handicap spaces in on-street parking areas per Public Right-of-Way Accessibility Guidelines (PROWAG)	I-25 Business Loop Corridor (Main Avenue to H.R. Ashbaugh Drive); Main Avenue (Broadway Street to Date Street); Broadway Street (Main Avenue to Date Street); as needed throughout the City	Short	-					

#	Action	Location/Jurisdiction	Timeframe	FY 26 Planning Level Cost	5 E's				
					Equity	Education	Engineering	Enforcement	Evaluation
5.8	Verify that handicap spaces are properly signed and have adequate space, ramps, and other necessary facilities	I-25 Business Loop Corridor; Broadway Street (City Limits to Main Date Street); Main Avenue; Riverside Drive; as needed throughout the City	Short	-					
5.9	Collaborate with NMDOT to participate in the Safe Routes to School program by identifying and developing the necessary walking and biking routes	School areas throughout the City	Medium	-					
5.10	Review and update zoning codes to enhance multimodal accommodation and coordinate with the City's Comprehensive Plan	As needed throughout the City	Medium	\$50,000 - \$100,000/study					
5.11	Develop a street design guideline toolbox for the City of Truth or Consequences that prioritizes safe streets and active transportation facilities	Truth or Consequences	Long	-					
5.12	Conduct Active Transportation Study	Truth or Consequences	Short	\$50,000 - \$150,000/study					
5.13	Improve pedestrian crossing facilities at intersections in combination with Item 3.17 , specifically near the downtown area and other high-pedestrian traffic areas	I-25 Business Loop Corridor; Third Avenue (Library Lane to Caballo Avenue); as needed throughout the City	Short	crosswalk: \$14,740 each signage: \$9,246 each					
5.14	Conduct a corridor scoping study for Turtleback Avenue to address erosion control, sharp turns, and future development in the area	Turtleback Avenue	Short	-					



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, May 14, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: June 5, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-11-25

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, MAY 14, 2025

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Finance Director
Conrad Jacquez, Lieutenant
OJ Hechler, Community Services Director
Dave Johnson, Facility Management Manager
Bo Easley, Electric Division Director
Tara Manning, Animal Shelter Manager

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 Clerk Torres to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

City Manager Whitehead: We have quite a busy day, at 11:00 a.m., we are having our swimming pool inspected, and we have one person on the council that needs to help with that. Commissioner Mitchell is needed at the pool. She seems to be the only one in this town right now that knows how to operate the controls. I would ask that we take a 30-minute break at 11:00 a.m. to allow her to meet the inspector for the city pool, as well as the Community Service Director, so they can get through that phase of our inspection, then we can reconvene at 11:30 a.m. What my vision would be is that the presentations for budget and the other items we have, should potentially get us pretty close to that time, and we can adjust the agenda for the department heads accordingly.

City Attorney Rubin: I have to be in court today at 1:15 p.m. so we would maybe have to adjust some things, maybe do closed session ahead of some stuff, but we can always look at it at that time, it may not be a problem, we will see how it plays out.

Commissioner Mitchell moved to approve the agenda with the removal of G6 from the agenda and the amendment mentioned by City Manager Whitehead. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PRESENTATIONS

1. Presentation: 2024 Audit Results.

Chris Garner, Patillo, Brown & Hill LLP presented the 2024 Audit Results. (Complete copy attached hereto and made a part hereof).

Commissioner Fahl: Seems to be a very thorough report, thank you for pointing out some of those issues.

City Attorney Rubin: One document we didn't have on the screen, but I was given yesterday, is a summary of auditor's results. I was trying to get some clarification on the wording, should I discuss it with you now or should we discuss it when it comes up on the agenda?

Chris Garner: It's up to you. We can discuss it now.

Mayor Hechler: We can discuss it now.

Chris Garner: I know exactly what you're talking about, and we did go over a part of it. Which page are you looking at?

City Attorney Rubin: 105.

Chris Garner: So, this is a required documentation, the federal government requires that we put in as a part of the single audit. The very top one, the very first slide I had, that talks about the type of opinion we gave. On your audited financial statements, we gave an unmodified opinion. A clean opinion, like I talked about, that's exactly what you want to receive. But that's relating to your financial statement audit.

City Attorney Rubin: I think really what's confusing me, and it may be that my interpretation is off, but it says, 'Internal control over financial reporting: material weakness reported, no.' Does that mean that no, it wasn't reported, or were there weaknesses, I didn't know what that meant.

Chris Garner: That meant there were no findings and no material weaknesses, so if you'll see, there were 2 sections. You have the financial statement section, and then we have the federal award section. The federal award section relates to the single audit testing. So, as we tested the city's compliance with your grants, we had no findings at all, no issues, so by no means there were no material weaknesses noted.

City Attorney Rubin: Okay that helps me out because then my next one was going to be that below that, under financial statement, you had a significant deficiency reported, not considered to be material weaknesses, yes, but then under the federal awards, under the same category, significant deficiency etc., it says no, so you have a yes on one and a no, so I wasn't sure which was the good one and which is the bad one.

Chris Garner: Well, they're just different. So, the top section for financial statements, we test internal controls over financial statement numbers, and internal controls over disbursements in payroll, I think that significant deficiency related to the incorrect rate that was charged to that utility billing. Down below, when we look at your compliance with federal grants, so the feds, I think they have 12 different types of compliance requirements, for example: 'is the cost allowable? Are we spending the money with the grants like it says we're supposed to be spending money?' So, we look at that. You have reporting requirements that you have to do to the federal government: Are you dealing with that?' Based upon all our testing over the single audit portion of the audit, we had absolutely no findings. So, they're different types of testing.

City Attorney Rubin: I just saw a yes here, and a no there, and I wasn't sure what we were saying yes to, okay I think that clarifies it.

Mayor Hechler: I do have one question, regarding cash disbursements, you had 15/40 transactions testing if the purchase orders were issued after the invoice date, that's just a procedural thing right? All the purchase orders were legitimate and these were goods that were supposed to be purchased, but because of the procedural error, is that the finding?

Chris Garner: Kind of, but one of the controls is we're getting proper approval before doing a purchase. So, by not getting that purchase order up front, we're actually violating the proper approval, and it's a violation of internal controls. Yes, we ended up

getting the proper documentation, it was done at the end, but we're circumventing the proper approval prior to entering into a transaction and that's the concern, is, we want to have that proper approval before we enter into those transactions.

Mayor Hechler: Thanks to our finance director, our efforts worked. You know, we literally do thousands upon thousands of transactions a year for the city, so from time to time, if we're in a hurry, or other things happen, they may slip through the cracks, but overall, having an unmodified opinion over almost everything is really good. I remember those days when we didn't have those, and we always had some strong issues that we had to deal with, but overall it's a very good job, thank you for your efforts and your audit team, thank you for your efforts, making sure that we got a clean audit report.

City Attorney Rubin: And my question wasn't designed to throw any dirt on any of that, I was just trying to get that clarified because I saw that.

Mayor Hechler: You know, there are always going to be some minor issues, and we hope they stay minor. That's what we strive for, right? But we're not perfect, and that's okay. Your job is to find out that we're not perfect, and tell us why we're not, and our job is to try to be perfect. We're never going to be, but as long as we make that effort, we'll be ok.

Chris Garner: When I very first started, the way the State of New Mexico, again, does your payments with the New Mexico Finance Authority, there were issues with reconciling that. We haven't seen that problem in a long time. Again, I think the city is taking the approach of: take them seriously, and deal with them. That's what we've kind of seen over the years, and that's exactly what you want to see, so you're exactly right, there are probably millions of transactions that go through your system throughout the year. Stuff's going to happen, you just want to learn when you make those mistakes.

Commissioner Fahl: I was just going to say that I appreciated Jocelyn and the staff's response to it when he found it. The management's response was immediate, and this is what we're going to do, and they had a resolution for it right away, so that's just good thinking.

Mayor Hechler: Thank you for your presentation. This was just a presentation, so there's no action to be taken by us at this time.

D. PUBLIC HEARING (5 Minute Rule Applies for Public Input)

1. Discussion/Input: South Central Regional Transit District Public Outreach Presentation.

Kirk Scott, SBLBF, LLC gave a presentation on the South Central Regional Transit District Public Outreach program. (Complete Copy Attached hereto and made a part hereof).

CITY COMMISSION MAY 14, 2025 REGULAR MEETING MINUTES

George Henson: As a cyclist and a person who has used the bus most of his life, because of the police profiling and whatnot, I had at one occasion wrapped a schedule I'd gotten and taped it to the post so there would be a schedule. When I asked for the second schedule, I was rudely treated, and did have occasion to call their complaint line. The scheduling to get to Walmart doesn't seem very well organized, you have to walk, apparently, up the hill, and get back in. It could take too much time in the heat that we have here. Thank you.

Crystal Walton, SJOA: Good morning commission, my name is Crystal Walton, and I would just like to invite [Kirk Scott] to do a presentation with the Senior Center as well.

Brandy Apodaca: My name is Brandy Apodaca, I work for the Truth or Consequences Housing Authority, and I'm a family self-sufficiency coordinator there.

Elizabeth Linier: Hi, my name is Elizabeth Linier, I work for the Sierra County Behavioral Health & Wellness Collaborative.

Brandy Apodaca: We would like to let you know that we appreciate your bus route, so we would like to see if maybe we can establish other routes and stops, there is a great need, especially for senior families at housing, we probably have about five different locations that would benefit from a stop. These families, especially our seniors, don't have transportation. Being able to get all the way to Walmart, or to the doctor's, Ben Archer Hospital, it's just a huge need that we see, so I'm not sure if that's something that the city could work with us in the future, to try to help some of our families.

Mayor Hechler: Could you commit in writing what you recommend those stops to be, and submit it to maybe the City Manager, and we can forward it on? That way we know what you're talking about, we can assess it, and take a look at it, then talk with South Central Transit Group and see what we can do.

Brandy Apodaca & Elizabeth Linier: Yes, we can do that thank you so much.

Commissioner Mitchell: I've just heard from several members of the community about how useful this transportation has been, especially those that live in Arrey or Hatch. Being able to bring kids to school, go to work, and still make it within the timeframe, I think it's really helped open up transportation in Sierra County. Through people coming into the Chamber of Commerce and Visitors Center and other places where I'm at, always asking for maps and information, I'm really surprised to hear the amount of people who don't know about this. So, I think this is a great way to get that information out, especially to the senior center and to the housing authority, and for the downtown. If there was a stop at the brewery, or Ralph Edwards Park, or something like that, I think that would be beneficial too, but I think you guys are doing a good job so thank you.

Kirk Scott: Great, I'll pass that along thank you.

Mayor Hechler: One more question and I already know the answer, but I want you to just put it out there, what does it cost to ride them?

Kirk Scott: Right now it's a free fare, there's no cost.

Attorney Rubin: I have to say, I'm really fascinated by these maps, I really appreciate you giving us all these different color codes. My curiosity would be this: If I want to take a bus to Las Cruces, I assume I would take the blue route to Hatch, then I guess I would take the green route from Hatch to Las Cruces? So, when I'm looking at the information, it just says weekdays every 3 to 4 hours, is there an actual schedule?

Kirk Scott: Yes.

Attorney Rubin: And the stop on the blue route that stops in Hatch, is it the same spot where the green route starts?

Kirk Scott: The labels stop on the schedules at the Circle K in Hatch, and they link up at 11:02am, and between 3:50 and 4:00, the two buses meet.

Attorney Rubin: That's what I was asking, just curious, okay thanks.

2. Discussion/Input: Review of the Preliminary (Interim) FY 2025-26 Budget.

City Manager Whitehead reviewed the Preliminary (Interim) FY 2025-26 Budget included in the packet.

E. PUBLIC COMMENT (3 Minute Rule Applies):

There were no comments from the public.

F. REPORTS:

City Manager Whitehead reported the following:

- I want to thank the team for Fiesta, staff, members of the team, golf course, everyone worked hard, they were easily accessible, answered phone calls, took care of the citizens, and did a really good job.
- Thank you to the team for the work putting together the budget.
- Excited to move forward with various projects: Civic Center project, City Clerk's break room project, environment department & consultant are on-site at the wastewater plant to get the vision put together.
- Mission statement is to have a clean audit, and we are excited to be taking steps toward making that a reality.

a. Police Department Update.

Conrad Jacquez, Lieutenant reported the following:

- Calls for service: 1,057
- Traffic Stops: 216
- Citations: 63
- Arrests: 17
- 1 crash in the new downtown area, issues are coming from the side on the pathway area. Noted by City Manager Whitehead that the city is in contact with DOT for better signage and a safety study in the new downtown area, though speeds are looking better.
- Detective Jeffers went to a sexual assault training.
- Lieutenant Jacquez went to certified waiver training & passed.
- Officer Sanchez & Seargent Ramirez went to Street Crimes
- Diana Knoll went to a leadership conference.
- Crime Scene Investigations class was held here, about 30 people were in attendance.
- The National Take Back Initiative was on the 26th of April, and went well.
- The Easter Egg Hunt this year was a fun time for the kids, a few officers were in attendance.
- The Safer Prom Program was led by Ted at the High School.
- Fiesta went well, one call on Saturday night semi-close to the area, but no other issues.
- Graduation coming up on the 23rd, parade is getting permits to run
- Officer Sweeney & Officer Gordon will be completing their academy in 3-4 weeks.
- Officer Lerma & Rodriguez head to Santa Fe to start academy soon, expecting them back in November.
- 2 new programs are live on police website: Business & home camera registration (citizens can report that they have a camera installed in their home so if there is a crime nearby, the police have a record of where they can find footage), as well as the Home watch system (citizens can report that they will be away from their home for a length of time, and request extra patrols around their home area during that time), and both programs will be very helpful moving forward.

b. Department Head Report.

Dave Johnson, Facility Management Manager:

- Completed upgrades to the garden learning center: 4 classrooms with new carpets, desks, chairs, monitors, and computers.
- Completed the branch library with new carpeting, shelving, and air conditioner.
- Walled up broken windows at the golf course, they are now sealed, waterproof, and painted.
- Replaced rusted doors at the pool with steel doors to prevent them rusting in the future.

- Repaired roll-up door at the armory.
- Set up public information officer's office at the civic center, almost done with the details.
- Our building at the airport that needs a new floor is in progress.
- Repaired raised portion of the sidewalk outside the commission chambers.
- Transported a truck to the Parks Department.
- Put new trash receptacles & benches in front of city hall.
- Will soon start working on interior projects such as painting the finance office.
- Will soon be working on Clerk's Office breakroom; adding carpet, counters, employee storage, a new sink, and paint.
- Hamilton Museum will be added to janitorial services soon.
- Replaced a vandalized window at the police department.
- A new air conditioner is installed for the golf course department.
- Re-keyed all the finance department's locks.
- Dealt with drain issues at Hamilton Museum.
- Upcoming plans to renovate the Civic Center to accommodate catering: plans to upgrade/replace electrical to accommodate hot plates/warmers, add stainless counters and serving carts, commercial appliances such as refrigerator, freezer, microwave, coffee maker, etc., as well as setting up a meeting space adjacent to that. Additionally, I am planning to update the sound system, improve auditorium lighting, recondition and re-stripe the flooring, as well as add new water fountain(s) for events such as pickleball.

Bo Easley, Electric Division Director:

- Employee training & testing, all employees are currently certified CDL drivers, merchants testing, Willie, Chris, both certified journeymen as of 2020.
- As of September, this year, we will be losing one of our senior journeymen, he will be retiring.
- Josh is finishing his 3rd year, only one year left until he gets his certification in June.
- Jesus & Garrett are doing their second year for their certification, and they will move onto their 3rd year after their exam this June.
- Josh, Garrett, & Jesus plan on going to Pole Climbing School, Chris attended & passed in 2019, Willie passed in 2010.
- Underground school: Josh attended & passed in 2022. Chris & Willie attended & passed in 2017. Garret & Jesus have plans to be sent this next fiscal year.
- Overhead school: Chris & Willie attended & passed in 2019, and in the next 2 years, we will send Jesus & Garrett
- Leadership Training: This year we plan on myself & Chris, and possibly Gary Whitehead, going to leadership training, as well as utility training.

Discussion with the commission ensued about the pros/cons of possibly having a licensed electrician/tech on staff, and also the need to replace a lot of electrical around city buildings.

- T & D study: The overhead & underground data collection is complete. They're working on their mapping system model now. The final pole review requires data conversion from RUS to PNM specs. All the framing has been verified, phase verification is complete, they're working with Landis & Gyr on getting some of the meter data they need to complete the system. They're working on an asset management plan, coordination study, and their low-flow analysis. Their next step is to finalize hole tags & underground markers, finalize the asset management plan, then finalize the system value. They should be complete around the end of June, then they will come to the city commission with a report on all their findings.
- Plans for the substation: Per the previous T & D study, one of the recommendations was to build a second sub-station somewhere in Williamsburg, discussions were had to replace the south transformer and keeping the old transformers as backup. I would like to do some work on the current substation, replacing the ground wire feeders, etc. Will need to take into account the future town growth, etc.
- Solar Ray: In 2023 there was a fire, so our solar ray has been down for almost 2 years. The Solar Array worked on the inverters to get production back from fire damage on January 21st it went back online, then they lost an inverter again on March 11th, it came back on April 12th, now it is down as of April 13th, and still down. Electric has emailed them on the status of the solar ray. They are working on a ground fault somewhere in the DC area.

Tara Manning, Animal Shelter Manager:

- Our biggest goal is to be a no-kill shelter by the end of this year. So far, we are on track. There is an online program that shelters can enter with various numbers, for example, there are 40 shelters in the state of New Mexico, we are one of them. The average save rate for these 40 shelters is 81.4% for this year. Our shelter is 95.2% so, we are on track to be the first no-kill city shelter in the state of New Mexico. Last year, the same 40 shelters averaged 95.5% save rate, and we were 87.5%. That shows us that we are above average and moving in the right direction.
- So far this year, we have taken in 223 animals, 50 less than last year, but because we are trying to go no-kill, animals tend to stay longer than normal, plus the kittens are finding homes very quickly.
- So far this year we have 52 adoptions, which sadly is 20 less than last year. I think that has a lot to do with demand, people want more kittens than puppies currently.
- We have sent 70 to rescues, which is 23 more than last year.
- We are working with Best Friends, who have taken a few from us. We are also working with Project Fetch where we send animals on the first Thursday of every month, so that is helping as well.
- There are 51 animals in the shelter right now. Out of that, there are 32 up for adoption. Out of the 51, there are 31 dogs in the 13-dog kennels, which sadly put 6 dogs in crates. Out of the 31 dogs, there are 21 puppies that are under the age of 9 months old. We are working with Rocky Mountain Puppy rescue in hopes

that they can take all or some of them. If we can get all 21 out, it would open up 7 dog kennels.

- Vaccine Clinic was successful and provided 98 fully vaccinated animals, many left with microchips, rabies tags, etc. Hoping to do this every year.

City Commission Reports.

Commissioner Mitchell reported the following:

- Fantastic Fiesta, thank you to the entire community. Had over 100 volunteers in various aspects. Appreciation to Ingo for Glow Fest, as well as Steve Stucker for being involved.
- Gearing up for the Swimming Pool to be open this summer, inspection today got postponed until Friday.

Commissioner Fahl reported the following:

- Last week they held a New Mexico Water Shed & Dam Owners Coalition. I would like to encourage commissioners to be involved, and to be aware of our responsibilities.

Commissioner Hoepfner reported the following:

- Fiesta was a success, the Desert Glow Fest was a success, hoping to make that an ongoing event, everyone had fun.
- Happy to see a lot of new faces, and at the German Bratwurst fundraiser for the youth programs. The donations help young artists get supplies to beautify storefronts.
- Recommendation to look into people driving in the multi-purpose lane, maybe we can add some flexible poles on the sides to make it clear that it is not for driving.
- Thank you to the new public information officer for the good work on everything, especially on Facebook.
- Happy to see we are compensating our city employees properly.

Mayor Hechler reported the following:

- We did 2 live remote interviews with KTSM Channel 9 in El Paso, one on the T or C name change, and one about Geronimo.
- Meta Hirschl offered some free of charge services of the Vesteria company which is a satellite-based water leak detection company. They worked with our staff, and found additional undetectable 30 water leaks or so, that were still underground.
- Wrote & presented two speeches – one to the National Honors Society, and one for the General Federation of Women's Club.
- On April 30th I was accompanied by City Manager Whitehead, and we met with StanTec engineer Alfredo Guerrero. We had requested \$191,000 for a preliminary engineering report, which is an end-to-end report of wastewater needs for our community. Once we get the report, we can move forward with evaluating our wastewater needs, and when we get to go to our legislature this upcoming year, this will give us what we need to ask for the money that we want.

- Fiesta wouldn't have been nearly as successful if not for commissioner Mitchell's work. She made it happen, she did everything, and we owe a lot of its success to her.
- Also extending a Fiesta thank you to OJ Hechler and the Parks crew, for all the set-up and tear-down efforts. We had a lot of help from our departments: electric, streets, sanitation, facilities, etc.
- Coming up, I will be looking for two representatives to serve on the South-Central Solid Waste Authority Steering Committee, a new board. They are doing a 30 year plan to see what they need to provide services to our communities and sanitation-wise. I have until May 23rd to find two members.
- City Manager Whitehead & I will be attending the Spaceport Dedication for the South Hangar & Runway, there is a new company that is developing the hangar, so we will represent the city for that.

City Attorney Rubin had no reports.

Commissioner Fahl made a motion to move items I2, I3 & I4, as well as executive session after the Consent Calendar. Commissioner Mitchell seconded the motion. Motion carried unanimously.

D. CONSENT CALENDAR:

1. City Commission Regular Minutes, April 9, 2025
2. City Commission Regular Minutes, April 23, 2025
3. Acknowledge Library Advisory Board Minutes, April 28, 2025
4. April 2025 Accounts Payable
5. Take Home Vehicle Forms
6. Purchase report of items between \$20,000 and \$60,000

Commissioner Fahl moved to approve the Consent Calendar with the removal of item D6. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

The Commission then moved to item I2.

I... NEW BUSINESS:

2. Discussion/Action: MOU between City of T or C and T or C Municipal School District.

Assistant City Manager Alvarez: We are currently in design, our sidewalks touch around Smith School, up there by the elementary school, as well as New School Road, Pershing Street, which is around the high school and the middle school. There are some exhibits in your packet I've included that you can see the areas of sidewalk that technically infringe on school property. For the finalization for our plan & design portion, we need to do an MOU with the schools so that we can go in and finish designing those sidewalks. We are working on an application to apply for construction funding. During that phase, we would

actually do some legal easements and everything at that point in time. With that, I stand for any questions.

City Attorney Rubin: That's an excellent point, this gives us access but before we go into construction, we get the actual easements to make sure there aren't any issues. That's the last thing in the contract, paragraph 4, that talks about easements, that's the key thing I wanted to make sure we were clear on.

Mayor Hechler: Have we had preliminary discussions with the school? Does it seem like they're going to be in favor of it?

Assistant City Manager Alvarez: Actually, they took this to their school board meeting on Monday, and it was approved. I met with the superintendent, Nicole, and we discussed and went over everything.

Mayor Hechler: Okay if it was approved at that level, and we're in agreement here, I'll entertain a motion.

Commissioner Mitchell moved to approve the MOU between City of T or C and T or C Municipal School District. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Agreement between the Sierra County Swim Team and the City of Truth or Consequences to Utilize the J.A. Hodges Municipal Swimming Pool.

City Manager Whitehead: What we're asking for here, mayor, members of the commission, and full disclosure, we would ask that commissioner Mitchell recuse herself from this particular issue, so she leads a team called the Tiger Sharks, with the youth that participate at the pool. They would like to be able to utilize the pool at off hours, the hours that the pool effectively is not open. So, what we've done is created a contract where we would effectively charge the Tiger Sharks \$1,000 to use the pool for a year, but then we will offset that with their ability to work at the pool. So, Destiny herself could offer volunteer services, the Tiger Sharks would have to police themselves. Also, we have asked that they will go out and represent Truth or Consequences, there's many items that they will do in return. They would earn \$20 an hour for every volunteer hour they provide for us at the pool. So, for example, if there's a lifeguard that calls out that we can't get and we replace, they would earn volunteer hours. So, they would offset the \$1,000 contribution we would make for their pool by returning volunteer hours. This would be a contract just for this year, from the time the pool is open, until it closes.

Commissioner Fahl: Well they always do such a great job with doing the swim lessons, my grandson had to do it twice because he flunked the first time, but he can swim now.

It's such a benefit for our community. Some of my kids were on the swim team too and one thing I've always said, is that I know they're never going to drown because of the skills they learn there. So, I'm excited to support that in any way we can.

Commissioner Mitchell: In the contract, there are swimming lessons.

Mayor Hechler: It's a good contract, I'm excited to see this happen, because it's going to extend the pool hours and the ability for us to stay open and service the community. I think that's important. I'd also like to encourage whoever is maintaining the paperwork for this thing to track the hours after the \$1,000 is expended, because I'd like to see how many additional hours are provided by the Swim Team. I think that'll be a good number to present later on, so I think that's important as well.

Commissioner Fahl moved to approve the agreement between the Sierra County Swim Team and the City of Truth or Consequences to Utilize the J.A. Hodges Municipal Swimming Pool. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Ingo Hoeppner, Commissioner voted aye

Hon. Rolf Hechler, Mayor voted aye

Hon. Merry Jo Fahl, Commissioner voted aye

Hon. Destiny Mitchell, Commissioner recused herself

Motion carried with a 3-0 vote with 1 abstention.

City Manager Whitehead: Just again to reconfirm the terms of the agreement will be from May 27th, the opening day, to the closing day. We had 2026 in there, but we will correct, for signature, it will have the right dates. We will also develop a form for keeping track of the entire season for the volunteer hours. The consideration is, it's \$1,000 to use it, we're offsetting that. They're not going to get paid for the 40 hours, so we hope they volunteer more but they get good use out of it.

4. Discussion/Action: Agreement for Services between Mañana and the City of Truth or Consequences.

City Manager Whitehead: Mayor, members of the commission, at the veteran's memorial park, we have paid a private contractor to handle the daily cleaning, yard/landscaping maintenance of the facility. So, this is a new annual contract. The three changes that are in this that are different would be, first of all, the contract was for \$900, we would propose offering the contractor \$1,000 this year. I'm sure they have some increased costs. They did not ask for that, but I think that's only reasonable. We are putting the direction of this position now, under the direction of community services, so, in the past, they've kind of worked for the museum director, and so as you can tell from David's presentation earlier on facilities, we're going to start maintaining the building a little bit, we will do some services, and then really, the community services, OJ, would be kind of the department

head, if you will, and then we have just added some other duties as assigned. But this is a straight-forward serve to take care of it and take care of the park, which is our responsibility, the museum is our facility. I'll stand for questions.

City Attorney Rubin: I think the scope of work really matches the consideration of the payment, so I think it's beneficial to the city.

Commissioner Fahl: I think what's really beneficial is having it in the direction of OJ now, than when it was like, okay, who do I report to? So, having it defined is going to be a big help to us at the veteran's memorial

Commissioner Mitchell moved to approve the agreement for Services between Mañana and the City of Truth or Consequences. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

The Commission then moved into Executive Session.

K. EXECUTIVE SESSION

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

Commissioner Mitchell made a motion to go into executive session at 12:41 p.m. to discuss Threatened & Pending Litigation (Angela Gonzales vs. City of T or C) pursuant to 10-15-1(H.7) and Threatened & Pending Litigation (Ron Fenn 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 reconvened the meeting in open session at 1:11 p.m.

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

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

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

Commissioner Fahl made a motion to authorize the attorney to address the actions regarding Angela Gonzales. Commissioner Hoeppner seconded the motion. Motion carried unanimously.

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

No action was taken.

E. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 41 24/25 for the Sale of Surplus Property to be sold at the June 13, 2025, Auction through JJ Kane Auctions.

City Clerk Torres: This resolution is to sell vehicles that are listed in your packet. If approved, the items will be published as outlined in our resolution, and the items will be sold on June 13th online through JJ Kane auctions, we recommend approval, and I will stand for questions.

Commissioner Mitchell: The one question I have is, is the online auction more profitable than trying to do it in person?

City Clerk Torres: It is for vehicles, we do get more money that way.

Mayor Hechler: I don't remember having this many vehicles in the past. Did we just clean house, or what happened?

City Clerk Torres: I think they're just a bunch of old ones that we no longer use, and it wouldn't be beneficial to try to fix them. We were trying to transfer the ones for the Fire Department, but we learned that we weren't able to, so we do have to sell them in an auction. We were going to transfer them to wastewater, but there were some kind of regulations that wouldn't allow us to.

Commissioner Fahl: The other volunteer fire departments can't transfer them? Did they talk to Ryan? Because most of the volunteer fire departments get something from somebody else, so we want to get our money back.

City Manager Whitehead: Those particular funds would have to be reallocated back to the fire fund, because they're bought with the fire funds, which are separate from the city's funds, so they'd have to go back. But I think you could potentially donate those to another department.

Commissioner Fahl: Maybe we could get Paul to call Ryan and just check before we dispose of them?

City Manager Whitehead: I can certainly reach out to Chief Tooley and find out, but I would assume that if we don't want them, nobody else really wants them.

Mayor Hechler: If they're auctioned, the volunteer fire department gets those proceeds, correct?

City Manager Whitehead: That's correct, those proceeds would have to be returned to the fire funds.

Commissioner Fahl: That 1961 GMC truck still was running?

City Clerk Torres: I think there are a couple of them that aren't running, but our sales rep from JJ Kane said that he would still be able to put them up. A lot of people buy them for parts.

Commissioner Fahl: Let us know when this auction will be going on.

City Clerk Torres: It's going to be on June 13th, I can send you a link to the place where it's going to be sold. He will be here the beginning of June to come take pictures of everything. Usually how they do it, is they will come down, take pictures, and then they will post it, and whoever sells it, they will give us the City's information, and they go and pick it up from the service center.

Commissioner Fahl moved to approve Resolution No. 41 24/25 for the Sale of Surplus Property to be sold at the June 13, 2025, Auction through JJ Kane Auctions. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 42 24/25 Approval of Audit Results for 2024.

City Manager Whitehead: Mayor, members of the commission, in fairness to you, both items 2 & 3 were presented to you earlier today with the requirements of those items. They are just ready for your review and approval.

Commissioner Mitchell moved to approve Resolution No. 42 24/25 Approval of Audit Results for 2024. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 43 24/25 Approval of the Fiscal Year 25/26 Interim Budget.

Commissioner Fahl moved to approve Resolution No. 43 24/25 Approval of the Fiscal Year 25/26 Interim Budget. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 44 24/25 in support of the Infrastructure Capital Improvement Plan (ICIP) for the Sierra Joint Office on Aging (SJOA).

Crystal Walton, SJOA Director: Thank you all. We were able to hold our board meeting as well as our public hearing for our capital improvement plan. We were able to get all of that input, and have everybody rank. We're not adding anything in addition to our infrastructure plans, so all the items that are there are carried over that have not yet been addressed in previous requests. With that I'll stand for questions.

Commissioner Mitchell moved to approve Resolution No. 44 24/25 in support of the Infrastructure Capital Improvement Plan (ICIP) for the Sierra Joint Office on Aging (SJOA). Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

3. Discussion/Update: Infrastructure Capital Improvement Plan (ICIP) Process.

City Manager Whitehead: This is a process we are required to go through annually. It's a good process on the front which makes us think about all the projects we have to do. As you saw, you just approved SJOA's. I was surprised that we had to do SJOA's so early, but they had a different date than what we have for our ICIP, which leans a little bit into the confusion. The most important thing about the ICIP is how we request capital outlay from the state. When we think about all the federal programs we apply for, there's a question in certain spots, where they say, 'Have you planned for this item?' and we say yes, it doesn't necessarily say send the State of New Mexico's ICIP, but do you plan? So we need to plan and make sure we are doing what we did earlier, where we're thinking about it. The state of New Mexico, last year, maybe the last two years, has really zeroed in to say, we only want to see your top five items. So, what we're going to try to do, and I think last year, Traci shared with me when we came on and talked about this, that took a lot of hours to input all the information in to the ICIP calendar to get the 45 items that were in there, that, again, the legislature really only wanted to see the top 5. So, what I'm proposing and trying to put together is that we would say, we want you to look at the items that are in the ICIP that are active, find out if you're comfortable with those, and we will continue to maintain those, because we do have to say what we're going to do for those for this year, look through those items and identify which of those you think are our top 5. We want you to kind of do this individually, think about it, you're going to be able to participate in the public meeting, we will have another meeting where we will get your input into what you think those are, so that effectively, Traci can develop the top 5. And they may already be in our ICIP. So then, we won't be adding new items to the ICIP. So then, what are we doing to bring together a good plan? The first step I've shared with you, we're trying our best to partner with the South Central Council of Government, we pay, we're members, Jay's been really great, we have Yvette, who comes and spends a day with us, she's helping us with SJOA. We are trying to be more supportive of them, and

we are going to take this, she's the lead on this project, she was worried about the wind today and couldn't be here today, but the cog will be leading the ICIP, we've had several meetings and posted meetings for publications in May 1st, 8th, 15th, and 22nd, so we're already advertising. Both Yvette and Traci will be conducting meetings together and gather up as much input as we possibly can. I'll let Traci speak in a moment about the two public meetings they already had, just to brief you on that. The final date for public review is May 26th. We will bring a public hearing, potentially, to the commission, so you guys can give your feedback. Then, by June 11th, we have to adopt the final draft of the ICIP to the commission. We will have that on the June 11th meeting, then it has to be adopted and approved no later than the 11th of July. The biggest portion for you is to say, take the items we already have in the system, let us know which ones you think are the top 5, let us know if you want to add something we may have been missing, we feel like we have touched on everything and we know wastewater is going to be our biggest focus, but Liebel is certainly going to be on there, some of those projects, so that we can really pick the top 5, get the input in, get public feedback, and then Traci, through Yvette, can present this plan for June 11th.

Assistant City Manager Alvarez: There'll be a couple of items that will remain on there because they are projects that are in progress that we have funding for. They won't be listed in the top 5 in the recent year, but we will still have to still have them honor if they know there's something we're applying for fun or our application is out there, they have to be on there, some of the funding sources. If they're not listed on our ICIP, we can't get funded for them. But we're asking the commission to pick the top 5 projects and focus in on those.

Mayor Hechler: Is there a way, or can we- I think I know the answer – to combine wastewater efforts to have one line and ask for more money? Because we have 2 or 3 items throughout this thing, whether it's the sewer plant or the vacuum system, or any other issues, I mean we have gravity, vacuum, force main, we have all of those things that require wastewater, but can we just put it under one item and maybe up the ante to ask for more money? I don't want to take an extra slot.

Assistant City Manager Alvarez: It depends on the type of funding source that you're going through, so if I'm going through, say, clean water, it is project specific. If I need money and we know that the vac station is a priority, but on our ICIP it just says, wastewater system improvements, we're not going to get money for the vac station. We might apply for money for wastewater improvements, but that might not come across as a high priority. So that's why you see some of them intermixed, because we know that for example, the sewer vacuum station is high priority, especially if something catastrophic happens, if it's listed individually, it's easier to go quick out to those funding sources, and we have that project specific.

Mayor Hechler: What I'm hearing is that the sewer vac station is going to have to have a separate item, it's going to be one of our top, that's what we want it to be, right? I mean, our sewer plant will be another item.

Commissioner Fahl: Well that's your opinion.

Mayor Hechler: It is my opinion.

City Manager Whitehead: I would think it's both, so for example, we could do a wastewater improvement project and put \$10 million in that, to say, we want to do the plant and the infrastructure, the lines, and we know we're focused on that, but I think, as Traci said, you would want the specific items as well, to be a part of it. So, the vac station could be a part of that \$10 million, but it would also be identified individually. So, in some areas, we would do both things. But let me give you an example where we *wouldn't* do it at this point. I said to you earlier, we need to focus on Marie Street, so that really is in infrastructure, but I'm going to recommend that we add it to the infrastructure capital improvements as: 'item 39', but as we begin to find and locate the funds for those, for Marie street, now it needs to then get on our infrastructure capital improvement plan. That's the way we would want it, so we know what the top 5 are, and if everyone agrees that Marie Street is in the top 5, then we need to add it. But if it's really not in the top 5, we wouldn't want to be putting it back into the system at this point, if that makes any sense.

Assistant City Manager Alvarez: Remember your capital outlay, we're not going to get \$10 million in capital outlay, right? So if we can keep wastewater on there anywhere, and get funding to go towards that \$10 million, we might get \$1.5 million in capital outlay for vac station or Clancy, so by separating them out, like you talked about wastewater being the top priority, we don't need to necessarily list wastewater treatment plant improvements, Clancy street, and vac station all in your top 5.

Mayor Hechler: Is Clancy Street still in a hopper? Are we still potentially getting money for that?

Assistant City Manager Alvarez: They rolled some of that funding.

City Manager Whitehead: We just had to re-apply and we haven't heard.

Mayor Hechler: How important are these slots, in other words, if we put Clancy Street in there again, but then we get funded somewhere else, then we've lost that top 5 right?

City Manager Whitehead: Well no, not for the federal side, the federal side just wants to see that we have it on our planning document, Clancy Street could be number 17, and then someone could say, 'Hey, we've got some money, so it's okay, it's planned,' and we can say, 'Yeah we've been planning for it.' But for the legislature, for the governor, those are the only two areas where they don't want to see 40 projects, they just want to see the top 5. Also, we need to look at the projects and say, yeah this looks like everything, and potentially we would only add one or two items to the entire list. Though it is a bit confusing, it is a good planning tool. I think the bigger point we're making is that it's really tough to put in 60 projects when the closest funding source we have to use is only going to look at the top 5. So that was just a presentation, just an update to let you know that we have started, and how that process is going to go.

4. Discussion/Action: MOU between City of T or C and T or C Municipal School District.

This item was moved after the consent calendar.

5. Discussion/Action: Agreement between the Sierra County Swim Team and the City of Truth or Consequences to Utilize the J.A. Hodges Municipal Swimming Pool.

This item was moved after the consent calendar.

6. Discussion/Action: Agreement for Services between Manana and the City of Truth or Consequences.

This item was moved after the consent calendar.

7. Discussion/Action: Temporary Golf Course Operation Proposal.

City Manager Whitehead: Mayor, commissioners, when I came on, you kind of gave me a green light to do what we needed to do to get the golf course fixed, it's really in poor shape. It doesn't look good, but it's getting better, and so what we've done is evaluated what we can do. We have a limited crew, and we really have limited activity there, so that's the concept that I put together here. What I will ask of you is that you give us the authority here to put these items into motion, which would be just between now and the end of next fiscal year, so hopefully by then, I'm telling you we're going to go do this. What we'd like to do is to keep the golf course under the community services department, so it would still be under OJ's cover. As I said earlier in the budget, I'm not planning on hiring a golf course superintendent, I will take on the responsibility and work with OJ so that I can provide the guidance and leadership that we have there. We are reaching out and trying to work with people, I think I have an opportunity with New Mexico State to come and help us, we will reach out to every corner we can. Right now, we are just working on finding the sprinklers and getting them to work. We are doing it 4 or 5 sprinklers at a time, I think the other day we had 60 or so sprinklers on at one point. All at one time, so we were getting a lot of water out, but we're definitely making a difference. What I'd like to do is create a new position and call it the Golf Course Supervisor. I've worked through Alona in human resources, and we feel we could do that, so then this person would be responsible for all the day-to-day scheduling, who would be there, it would be a 40 hour plus overtime if they needed it, and they would be the director, and OJ would be kind of leading. We do have a person that's already there doing that, so Alona reminded me it's

our job to do the job description and set the salary, it's just your responsibility to give me the position. So, I'm asking that you create a Golf Course Supervisor. That supervisor would work 40 hours plus available overtime, we have a part-time person working 20 hours, I'd like to move that person up to 30 hours. You gave us permission to bring in some seasonals, so we do have one there, and we will use that seasonal through September. We have a full-time person in the shop that we hired about a month ago, and then we have a part-time attendee who was working 20, put in her resignation, but we asked her to stay a little bit for us to get this planned, she would like to work 1 day instead of 2. That leans into my next proposal, that we close the golf course on Mondays. If I do that, I can have our Full-time person work Tuesday-Saturday, our part time could just work Sundays, a full day, and then I would have 3 staff on the golf course Tuesday-Saturday, and we can continue to do those things. We would be open from 7:30am-6pm during the summer, I will amend those hours for the winter, because we won't need to be open that long. I'm also going to ask that the shop Attendee be able to support OJ, community services, and the parks. We don't have a lot of people up there so there's a lot of downtime. OJ and Cezar could train how that person could process paperwork and do purchase orders, kind of be another administrative help for that department. We would use the parks department to effectively turn what sprinklers we can turn on through the electronic system on Monday, the parks would just go help us so we could get watered on Monday, we just wouldn't have any crews working on Monday. The service center is going to help us with maintaining the equipment. Again, we don't need someone up there that can do that, our focus for the year is to turn the golf course green. That's our step that we'd like to ask and put into motion, and see where it leads us.

Mayor Hechler: So, when you say you're closed on Mondays, that doesn't mean you're actually closed, people can still walk in and play?

City Manager Whitehead: People could walk around, and we won't go up there and patrol it. If someone wants to take their clubs up there and go play golf for free, go play. If you want to go play disc golf for free, go play disc golf. If you want to walk the golf course, we're just not going to be there, we won't have staff working, and we won't throw a fit because someone walked and played golf. We're not donating anything there, it's open and they can use it as a park for whatever they need to. But Tuesday-Sunday, we will be back and functioning.

Mayor Hechler: We know how the golf course can look, we have seen it that way before, so it would be nice to get it back to that level.

City Manager Whitehead: I've been humbled and impressed by the number of people throughout the community that I would say don't even play golf that have called me to say, what are you going to do with it? We've got to fix that. And I would have probably guessed that most people wouldn't have been paying attention to the level that they are. And the crew is interested, they're excited. So, I think we can get something to happen.

Commissioner Fahl: I was going to ask, when you said you're working with NMSU, are you working with extension? Because the extension has a turf specialist.

City Manager Whitehead: We would reach out, but they have the professional golf management course there, and they also have turf grass management within that system. I'm not exactly sure, I know the person at PGM (professional golf management) we've talked to, has said that they'll bring the turf manager here to talk, so that'll be our next step. And then, we've identified a few people who have been on the golf course before, that have a few ideas, and we will reach out and use as a tool as well. And we have the wastewater working really well every day, if we can get those sprinklers working, we can make it green. We just have to get it all together.

Commissioner Mitchell: Why don't we use one of our firetrucks and just take it up there to water the grass?

City Manager Whitehead: It's a good idea. We might have to. Paul did offer to help any way he could.

Commissioner Hoepfner: I would just like to make a note, with the Steering Committee, also in compliance with the master plan, we can take some items like the pool, just to see what public input is, and what they are thinking. I would like to get some ideas of what the citizens of the town actually want. So, we can prevent people from saying that we are pushing things that we want, and we can say, no we had a public input meeting, we had those items up there so everybody could give their opinion. That would make it easier here at the commission level to determine the next future plan for what our priorities are, and what we want to change. I would like to see figures on what the public really thinks about it. There is a lot of public opinion about the streets, so to prevent people from disagreeing with how we spend the money, we should do the footwork up front, so that when those comments come up, we can say, no at this meeting, most people said what ideas they liked.

Commissioner Fahl: I think the comments about the striping are pretty funny because that's what people voted for.

Commissioner Fahl moved to approve the temporary Golf Course Operation Proposal. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. EXECUTIVE SESSION

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

This item was moved up on the agenda

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

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

This item was moved up on the agenda.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 1:32 p.m.

Passed and Approved this 11th day of June, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



PATTILLO, BROWN & HILL, L.L.P.
Certified Public Accountants & Business Consultants



City of Truth or Consequences

2024 Audit Results

May 14, 2025

Auditor's Report on the Financial Statements

Unmodified Opinion – “Clean Opinion”

- Financial Statements are presented *fairly* in accordance with accounting principles generally accepted in the United States of America.



Other Reports

**GAGAS Report on Internal Control
Over Financial Reporting and on
Compliance and Other Matters**

2 Findings

**Report on Compliance for Each Major
Federal Program and Internal Control
over Compliance Required by the Uniform
Guidance**

UNMODIFIED "CLEAN" OPINION

Communication with Governing Body

Matters to Be Communicated

Difficulties Encountered in Performing the Audit

- The Council should be informed of any significant difficulties encountered in dealing with management related to the performance of the audit.

PBH's Comments

No difficulties encountered during our audit

Communication with Governing Body

Matters to Be Communicated

Significant Audit Adjustments and Unadjusted Differences Considered by Management to be Immaterial

- The Council should be informed of all significant audit adjustments arising from the audit. Consideration should be given to whether an adjustment is indicative of a significant deficiency or a material weakness in the City's internal control over financial reporting, or in its process for reporting interim financial information, that could cause future financial statements to be materially misstated. the Council should also be informed of uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

PBH's Comments

Cash to accrual adjustments

None

Communication with Governing Body

Matters to Be Communicated

Disagreements With Management

- Disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the City's financial statements, or the auditor's report.

PBH's Comments

We had no disagreement with management.

Communication with Governing Body

Matters to Be Communicated

Management's consultation with other accountants

- In some cases, management may decide to consult about auditing and accounting matters, If management has consulted with other accountants about an auditing and accounting matter that involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts.

PBH's Comments

We are not aware of any significant accounting or auditing matters for which management consulted with other accountants.

Current Year Findings

- **2023-001 Cash Disbursements**
 - **15 Purchase Order's dated after the purchase**
 - **6 Invoice not signed to show receipt of goods**
 - **3 Posting to GL account were incorrect**
- **2024-002 Utility billings**

Resolved Prior Year Findings

- **2023-002 Late audit**



PATTILLO, BROWN & HILL, L.L.P.
Certified Public Accountants & Business Consultants

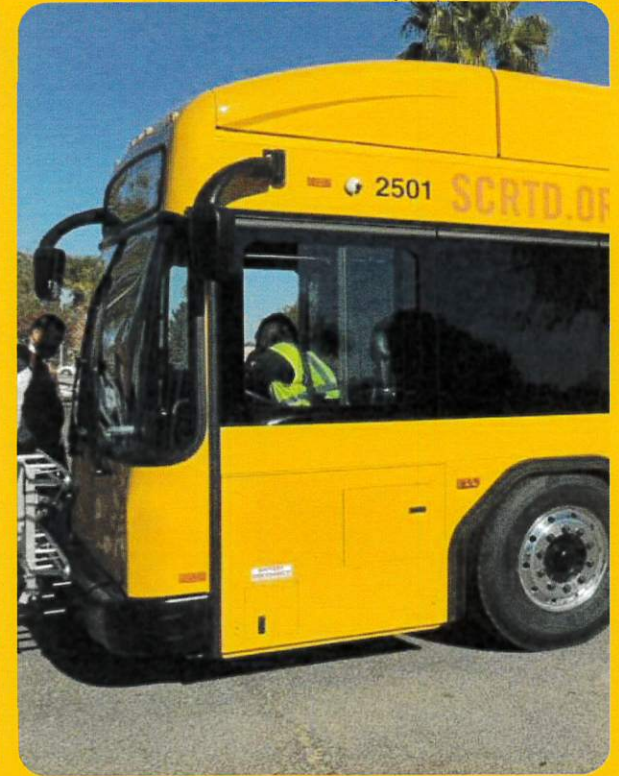
Thank you!



South Central Regional Transit District

Public Outreach Sessions

April 2025



Welcome
Bienvenido

Thank you for attending this session. **We value your input.**



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For More Information Visit scrttd.org

1

Inform you about South Central Regional Transit District (SCRTD) transit services.

2

Plan for future improvements to SCRTD transit services.



Today's Meeting Purposes



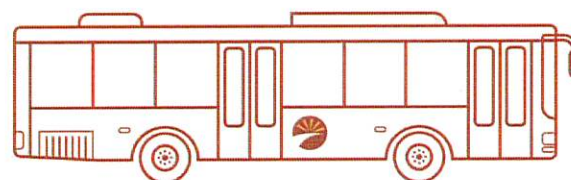
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1 SCRTD's History

SCRTD was formed in 2006 to provide public transportation to the three-county south central New Mexico region.

Transit services started operation in 2016.



2 SCRTD's Improvements

SCRTD has expanded from four to eight bus routes. It now operates in three counties.

SCRTD has purchased new buses including battery electric full-sized and small buses.

3 New Mexico Counties where SCRTD operates





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SCRTD Current Route Coverage

 Blue Route

 Green Route

 Copper Route

 Red Route

 Purple Route

 Turquoise Route

 Silver Route

 Yellow Route

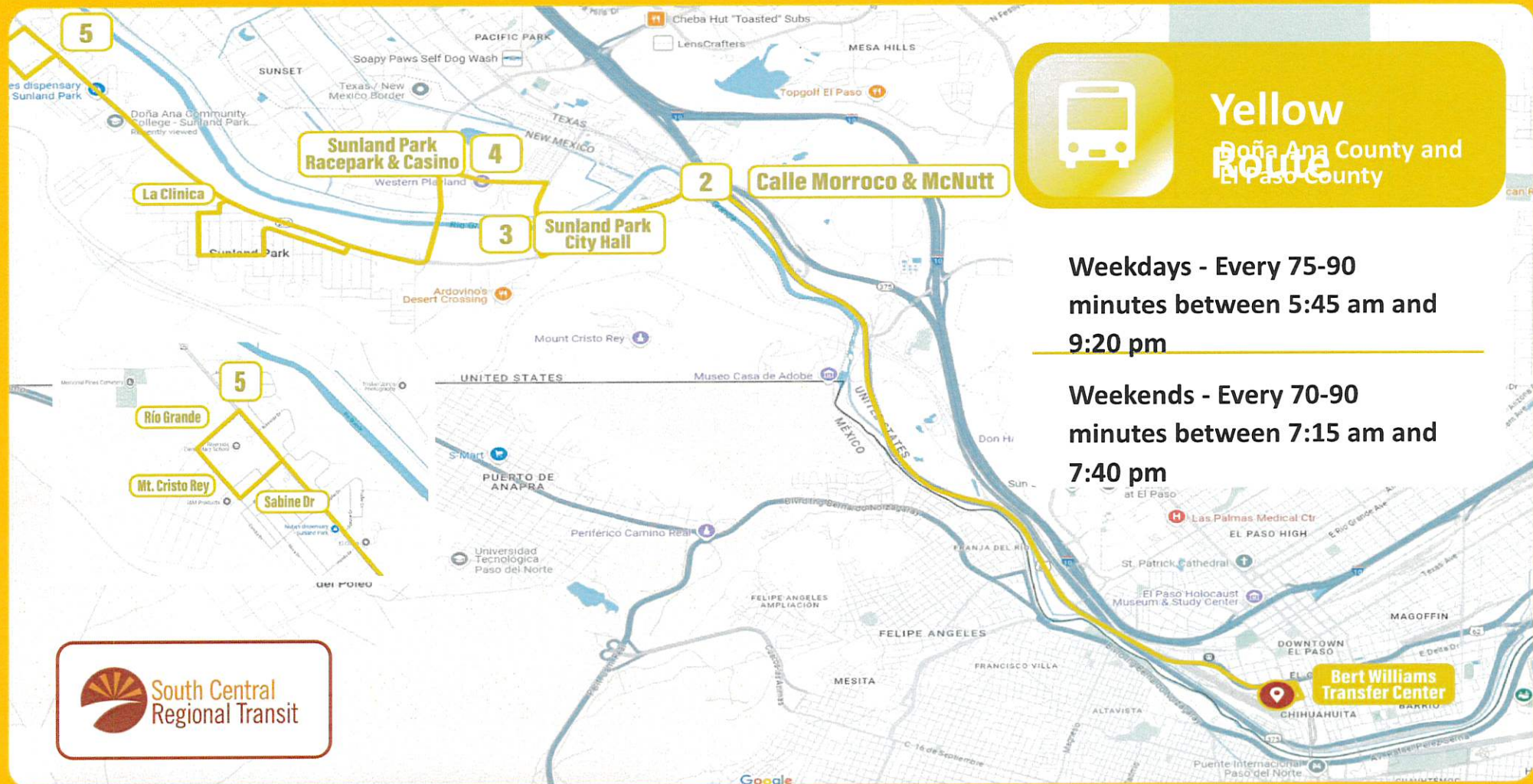
SCRTD connects communities across South Central New Mexico and El Paso County

Connections to other transit providers in El Paso, Las Cruces and Anthony



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Yellow

Doña Ana County and
El Paso County

**Weekdays - Every 75-90
minutes between 5:45 am and
9:20 pm**

**Weekends - Every 70-90
minutes between 7:15 am and
7:40 pm**



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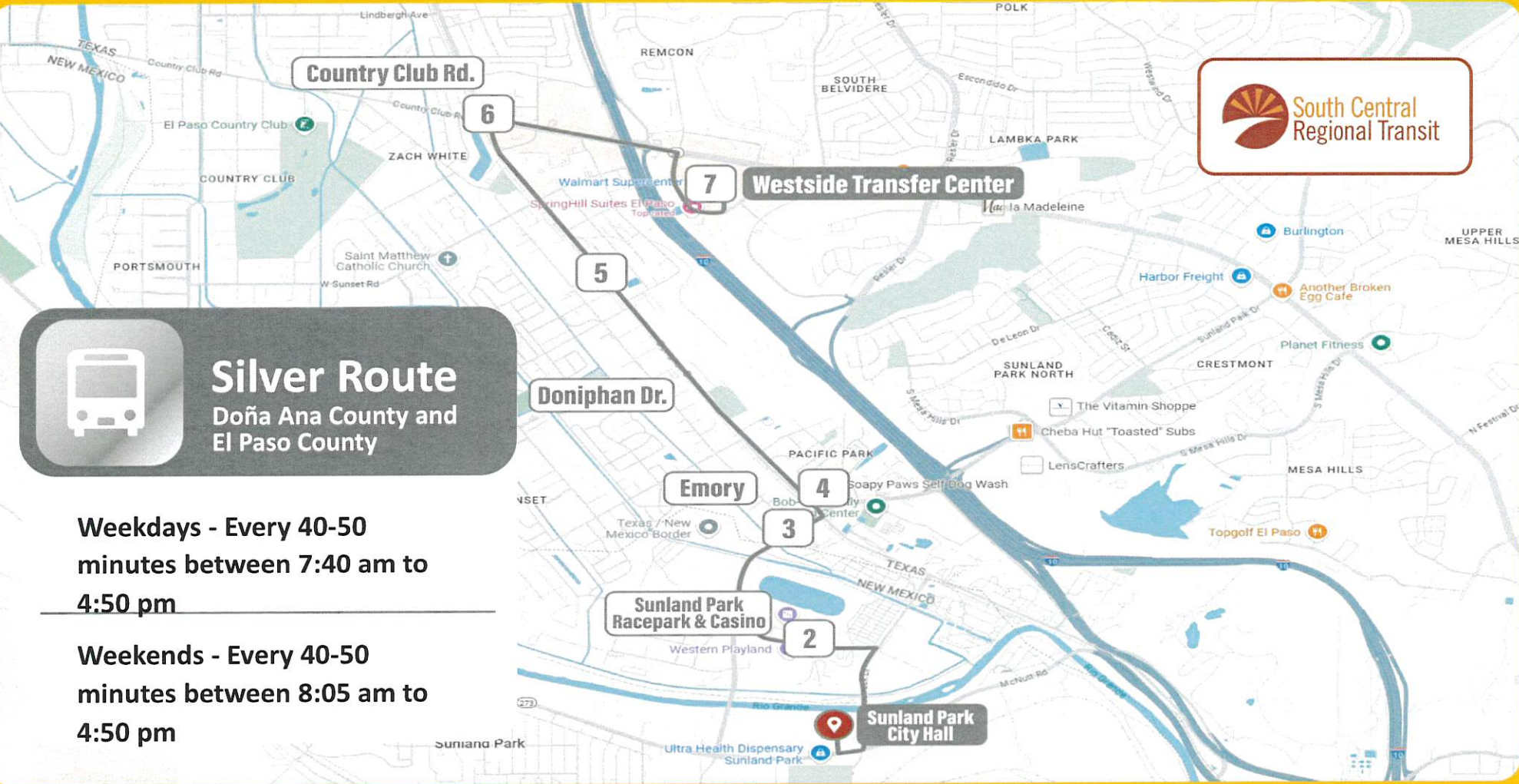
For More Information Visit scrtdd.org



Silver Route
Doña Ana County and
El Paso County

**Weekdays - Every 40-50
minutes between 7:40 am to
4:50 pm**

**Weekends - Every 40-50
minutes between 8:05 am to
4:50 pm**



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For More Information Visit scrttd.org



South Central
Regional Transit

Anthony Transfer
Station



Turquoise Route

Doña Ana County and
El Paso County

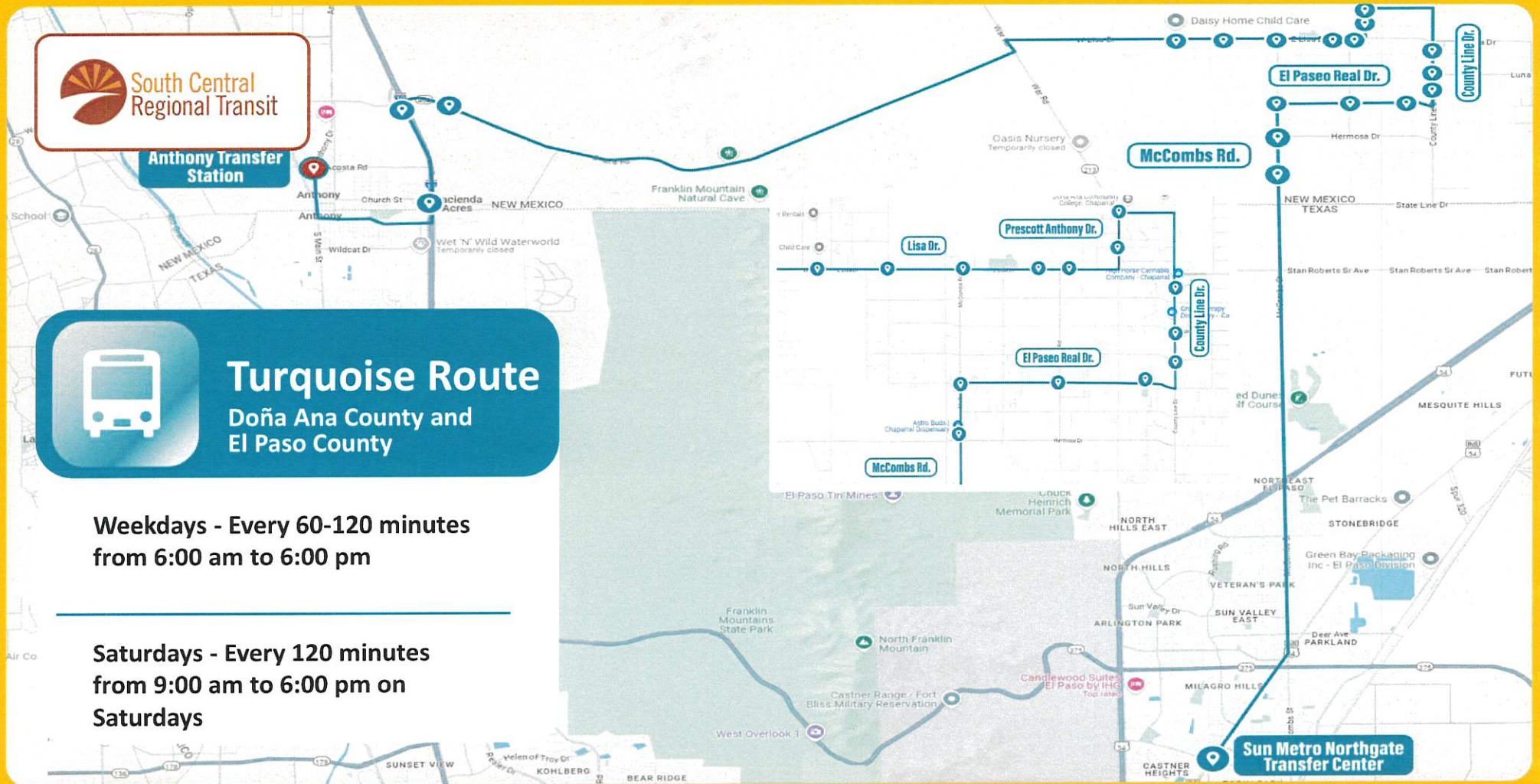
**Weekdays - Every 60-120 minutes
from 6:00 am to 6:00 pm**

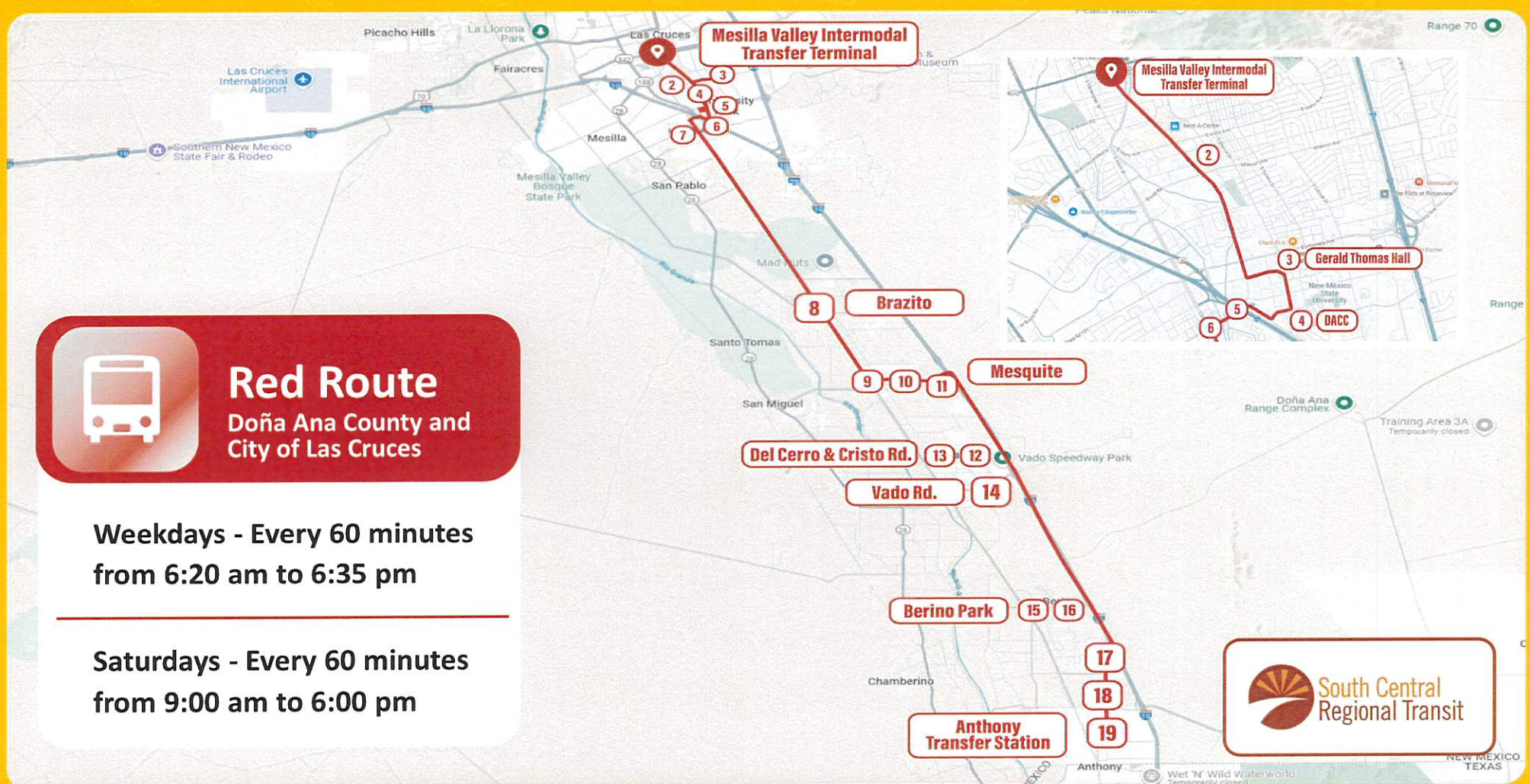
**Saturdays - Every 120 minutes
from 9:00 am to 6:00 pm on
Saturdays**



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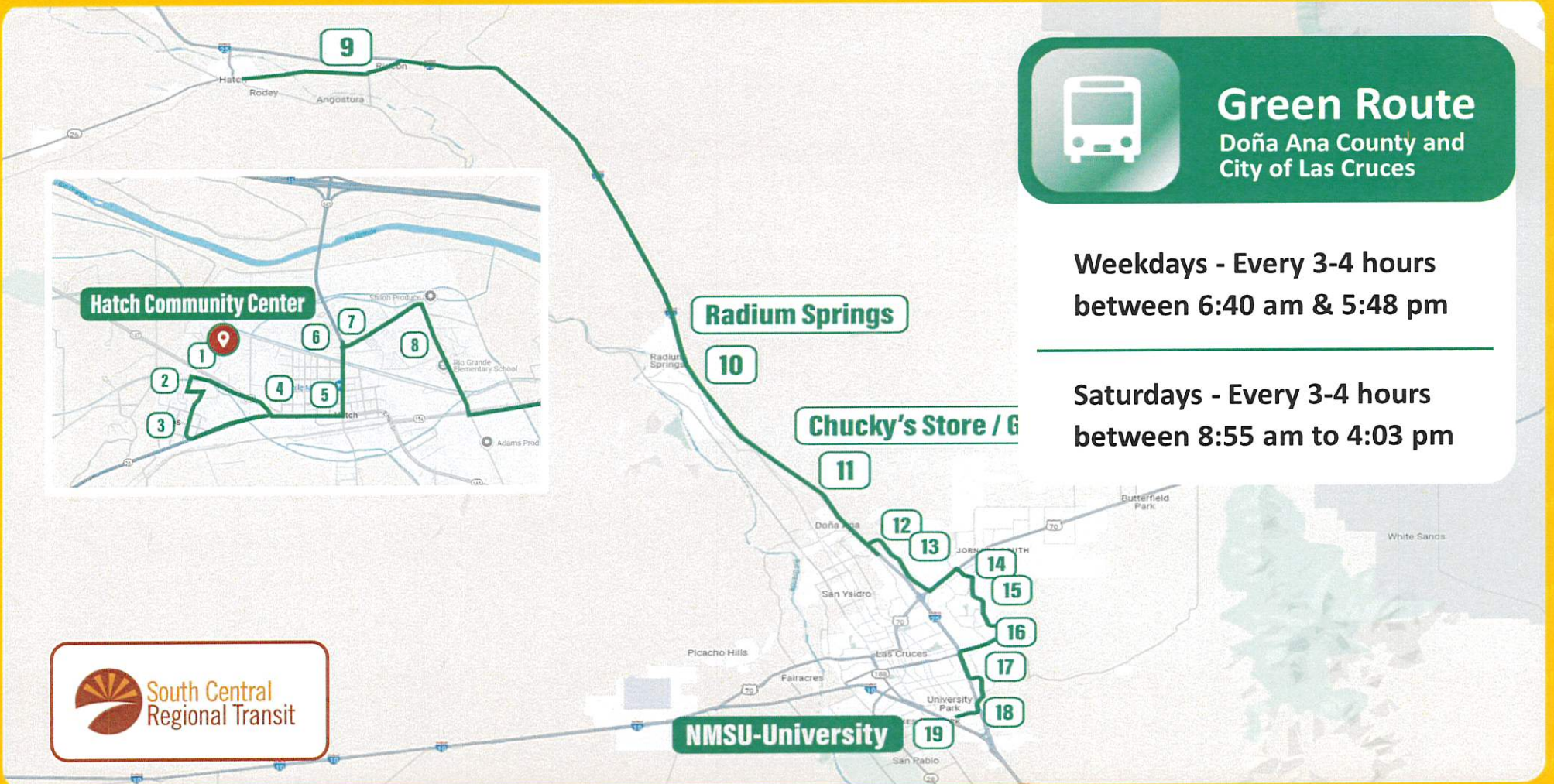
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Green Route
Doña Ana County and
City of Las Cruces

**Weekdays - Every 3-4 hours
between 6:40 am & 5:48 pm**

**Saturdays - Every 3-4 hours
between 8:55 am to 4:03 pm**



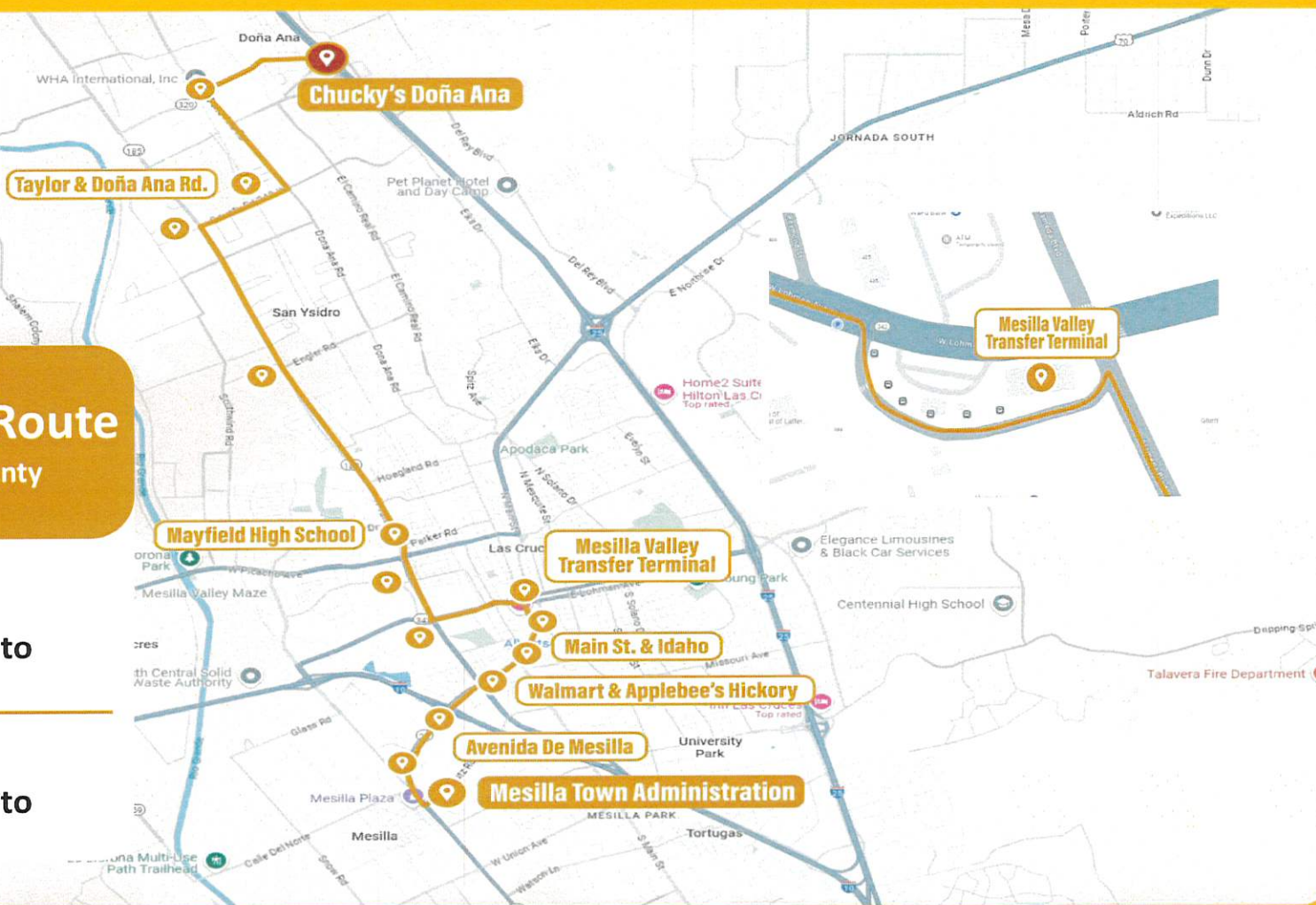


Copper Route

Doña Ana County

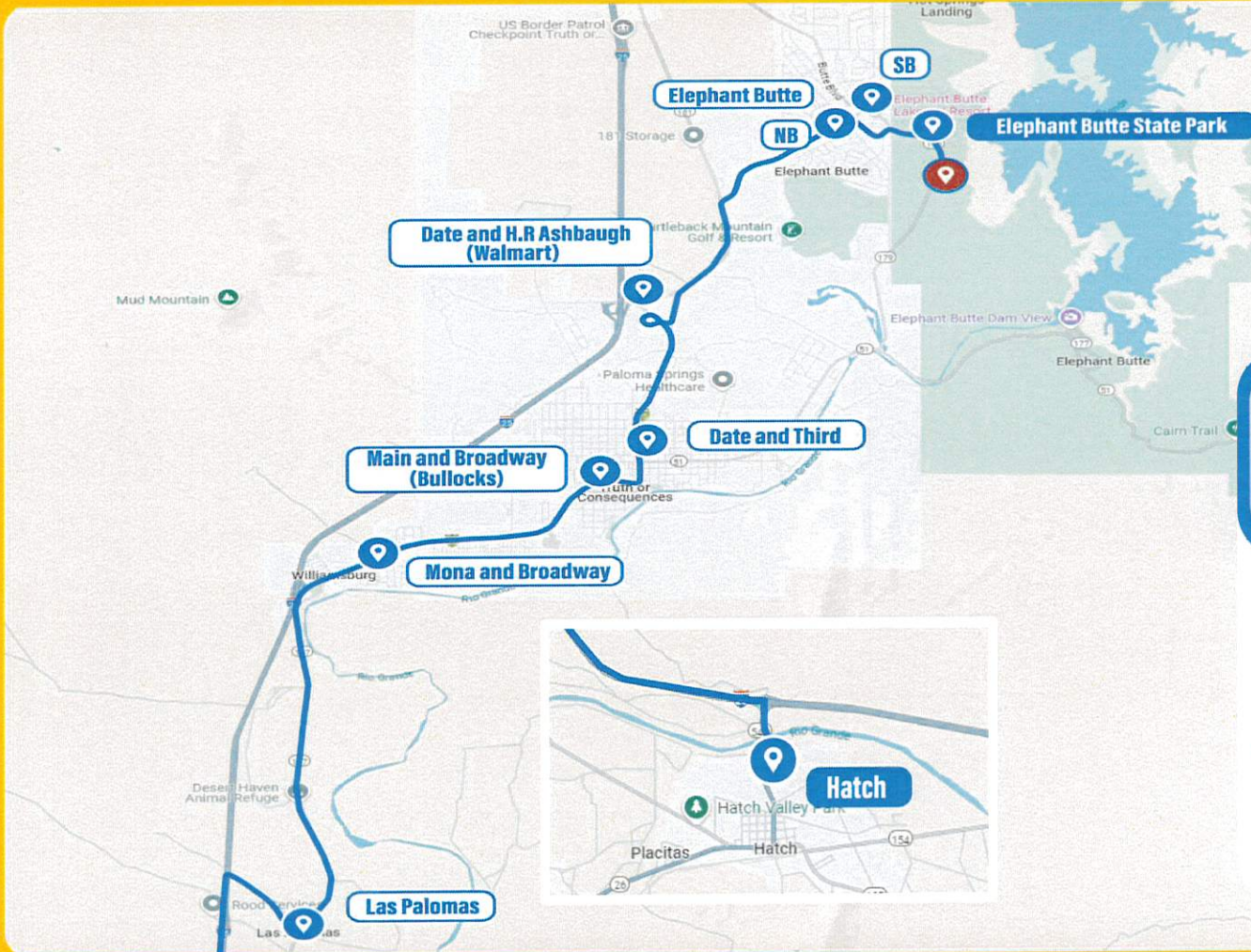
Weekdays - Every 90 minutes from 7:30 am to 5:26 pm

Saturdays - Every 90 minutes from 9:00 am to 4:00 pm



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Blue Route

Sierra County and
Doña Ana County

Weekdays - Varied intervals
between 6:35 am & 6:08 pm

No weekend service



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Key Decisions for Ten Year Plan



Where should SCRTD provide service?



When and how often should buses run?



What other services should be offered?



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Key Decisions for Ten Year Plan



A

Where should SCRTD provide service?

1

How best to connect to other transportation providers?

B

When and how often should buses run?

2

What vehicles and facilities are needed?

C

What other services should be offered?

3

Needed improvements to bus stops, shelters & transfer points?



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We need your input



**Both printed surveys are available at this meeting.
The same survey is available on-line at SCRTD.ORG
in English and Spanish.**



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Thank You!



Questions & Comments

Thank you for your participation in this effort.



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South Central Regional Transit District

Public Outreach Sessions

April 2025



See you soon
Nos vemos pronto

Thank you for attending this session. **We value your input.**



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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: F.2

SUBJECT: City Commission Regular Minutes, May 28, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: June 5, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-11-25

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, MAY 28, 2025**

A. CALL TO ORDER:

The meeting was called to order by Mayor Rolf Hechler at 4:00 p.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney via telephone
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Finance 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 with Monday being Memorial Day, he asked that we take a few minutes to honor those who have served, and those who have fallen.

3. PLEDGE OF ALLEGIANCE:

Mayor Hechler called for Mayor Pro-Tem Forrister to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

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

Item D1 was moved up on the agenda before C1.

D. NEW BUSINESS:

**1. Discussion/Action: Summary Plat Amendment Property Code
3022077326147.**

Assistant City Manager Alvarez: The applicant is wishing to amend their parcel. This property is located up behind the water tanks by the cemetery. I think there's a guideline map in the agenda highlighted in yellow. The applicant has a representative here, Barbara, from the Loves truck station. So, they're just amending the section. It's kind of a rough draft there, the parcel maps are pretty big and confusing. They're amending the parcel area that they will be developing, so we're requesting approval to separate that parcel off. The applicant is here if there are any questions regarding the separation of the property.

Barbara Peck, Applicant: My name is Barbara Peck with Love's Travel Stops. I'm here on behalf of the applicant which is the property owners. This summary plat allows them access and easements that are included so that utilities can be extended to their remaining parcels if and when we close on the property out here. The other announcement I'd like to make today is that the Loves final decision for the restaurant concepts for this location will be an Arby's roast beef restaurant, and a proprietary Love's food program as well. So those will be our food offerings at this travel stop. I just wanted to make that public information.

City Manager Whitehead: Let me just remind everyone that even though our representative is presenting on behalf of Loves, this is not a direct decision on or against Loves. The property owners have a right to come forth to the commission, and to Planning and Zoning board to request a split in this particular property. So, whether the property owner sells to Loves or not, it is not in question, or what they're building.

City Attorney Ruben: I think to continue on what Gary just said, you know, we're only just right now splitting the lots up to the summary plat amendment. That is all we're doing today. The diagram shows that the green shaded area is the property we're talking about, and as we noted, there was no opposition at the Planning and Zoning level, and proper notice was given to everybody. So, I'll have no legal problems with this.

Mayor Pro-Tem Forrister moved to approve the Summary Plat Amendment Property Code 3022077326147. Commissioner Hoeppe and Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

B6. COMMISSION COMMENTS:

Mayor Hechler: Two meetings ago, we all had things to say but we couldn't, so we put in commission comments. Now, commission comments are reserved only if you want to make an announcement. So, we don't have to do any reports.

Mayor Pro-Tem Forrister: I would like to congratulate Commissioner Mitchell on her new appointment to the school board.

B6. STAFF COMMENTS:

City Manager Whitehead: The only comment I had, and this question came from Commissioner Fahl regarding Talon, just before I came on board. The commission approved a 6-month approval for Talon Septic services to be able to offload liquid waste products at our wastewater facility. They've been doing so, that contract will end June 30th. So, I spoke with Talon, and part 2 of that is that the city leased them a piece of property to build their own liquid lagoon to affectively fill that void in the community. They had an opportunity to purchase that piece of land, and they did take it, however, they couldn't get the appraisal within the 90 days they had to close, so I extended the contract to match the contract with the liquid waste for June 30th. They did inform me that they are on track to A) No longer need to be bringing liquid waste to us, and B) To be able to close on that purchase, all by June 30th this year. Both City Attorney Rubin and I reviewed the contract and found that extending it was probably in everyone's best interest to facilitate and help move this project forward. So, that's the only report I have, that we're on track for that.

Mayor Hechler: Thank you for that update.

B. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 45 24/25 Budget Adjustment Request.

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

Commissioner Mitchell moved to approve Resolution No. 45 24/25 Budget Adjustment Request. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution 46 24/25 Authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its Water System.

City Manager Whitehead: As we move forward with water projects, as we've outlined over the last month and a half, the city has a new USDA representative. In reviewing the documentation that's required for them to release the funds, our new administrator has found a few, what he would call 'deficiencies' in his style of management, versus the previous manager at USDA. So, they've asked us to clean up the record a little bit. I just want to reconfirm, these are documents that we have submitted in the past, and they've asked us to use new documents for 2025.

Assistant City Manager Alvarez: This one was actually brought to the commission back in February. All funding amounts are exactly the same. There are no changes. This is for the WSPI-1 project. The biggest change is the last page of the resolution, and it has to do with the American Iron and Steel requirement by USDA. That's the only update or change on this particular resolution.

Mayor Pro-Tem Forrister: I just have one concern, on the very first page, it says that this is the city commission, and then later it refers to us as city council. I don't know if that's a legal issue or if we can identify as city council and city commission in the same document.

Assistant City Manager Alvarez: No, I tried to change them all, so if I missed one, I could definitely fix it. They're fillable forms, and so sometimes they're not very user friendly. I did try to change all of them from city council to city commission.

Mayor Pro-Tem Forrister: Yeah, you just missed the one on page 10, one on page 11, and one on page 12 in our document, but if you're working on it, I'm not worried about it.

Assistant City Manager Alvarez: I think that you may be looking at the old ones that have already been signed. Those were not fillable changeable forms at that time. So, the first resolution within your packet is the new one. That one was back in 2024, we are replacing that one with this new one, and I tried to change all of those to city commission on the new one.

Mayor Pro-Tem Forrister moved to approve Resolution 46 24/25 Authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its Water System. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution 47 24/25 Resolution of Members.

Assistant City Manager Alvarez: So, this form you haven't actually executed before. It was an unknown document to us, but it is required by USDA and should have been executed. All this resolution states is that the city commission is authorized to take action. It is for the same loan amount for WSPI-1, no dollar amounts have changed there, just the new requirement.

Commissioner Fahl moved to approve Resolution 47 24/25 Resolution of Members. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution 48 24/25 Authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its Water System.

Assistant City Manager Alvarez: This is not a resolution that you've done before. You have approved the funding, and we have gone into the interim funding for it. This is just the next step so we can prepare as we move forward with USDA and the WSPI-2 project so that they can start preparing all of their closing instruction. It takes them a long time to get through their national office, so this resolution is for WSPI-2, similar to the WSPI-1. No dollar amounts have changed from the letter of conditions and the financing that you previously approved. It's just time to execute the resolution.

Mayor Pro-Tem Forrister moved to approve Resolution 48 24/25 Authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its Water System. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Resolution 49 24/25 Resolution of Members.

Assistant City Manager Alvarez: This is the exact same resolution that you guys just signed for the WSPI-1 project, just confirming that the city commission has authorization to take action. So, we have to have one for the WSPI-2 project, so that's what this one is for with the same dollar amounts noted.

Commissioner Fahl moved to approve Resolution 49 24/25 Resolution of Members. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. NEW BUSINESS:

- 1. Discussion/Action: Summary Plat Amendment Property Code 3022077326147.**

This item was moved up on the agenda.

- 2. Discussion/Action: Accept recommendation of the Impact Fee Advisory Board for use of impact fee funds as allowed for the WSPI-1 Project.**

City Manager Whitehead: Currently, the city does have an impact fee in place. The impact fees are generated for water and wastewater only. So, an individual company, a corporation that's constructing a building in our community would have to pay based on the number of water apparatuses inside their building. The intent of impact fees are to expand and increase the capacity of our water and wastewater system. While I was coming onboard, and was not as well-versed in impact fees, I was wondering what we were doing with them and why they were on the books. Traci had to kind of indicate to me as she was bringing me up to speed, you really cannot use impact fees for maintenance, that's not what their intent is. So, you can't draw them in to just fix the system. They have to be used for increasing capacity. So, we did have about an hour and a half meeting with John Appel where he came down, met with us, and really brought forth a discussion on impact fees. Out of that meeting, we came to a conclusion, we had started a process to do a new fee study, so by the statute, it would say that every four years, the city should do a new impact fee study, or have your impact fee board accept that the current impact fees are sufficient for what you're doing, and then just revisit your land use assumptions. Another conclusion that came from that meeting, was that with all the current water projects we are doing, we are increasing the capacity of our water system. Therefore, every project that we're doing is eligible to accept the impact fees into the city's budget to be expended on all of those projects. The reason you want to be able to do that is that if those impact fees sit on the books for up to 7 years and we don't use them, then, it's not necessarily guaranteed that they will go back, but the landowner that paid them can petition the city to have those fees repaid. So, in this particular case, the first thing we did was stop the study, so we are not paying for an impact fee study. We met with the board, explained that, and they approved. So, we will continue with the current impact fees because there's no reason to look for an increase. We are not building at a level that would require that. So, the impact fees will remain in place potentially for some time until we decide that we should do a study to increase them. We can do this as long as every four years, we just revisit it. That's the stipulation for not having to do the study. So, to recap, we have ended the study, and the impact fees will remain the same. The request here today is that you authorize us to go ahead and roll all the impact fees we have. We have a little over \$116,000 in a variety of impact fees, as you can see in your packet. We would bring those impact fees into the budget, and we would effectively close the accounts, because each of those are kept in a separate account, and then what Assistant City Manager Alvarez and I have decided to do is to park these impact fees in their own separate line item within the 300 account, like we're doing for all the other budgets, and

then we would have a contingency fund. This is so that as we are building out the water projects, we would have this \$116,000, plus, remember, we didn't spend all the money for the study. We did start, so we'll have somewhere between \$30,000 and \$40,000 more. So, we would have a line item in 300, identified as 'impact fees', but then we would be able to utilize it as a contingency fund. That is item 2 on the agenda. Item 3 is similar.

Commissioner Fahl moved to approve Accept recommendation of the Impact Fee Advisory Board for use of impact fee funds as allowed for the WSPI-1 Project. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Accept recommendation of the Impact Fee Advisory Board for use of impact fee funds as allowed for Morgan St. Sewer Expansion.

City Manager Whitehead: On Morgan Street, we have some new apartments that are going up, and we are missing a sewer line in the road to begin to connect the next construction area. So, we definitely need to add to it which is improving capacity. That particular landowner and developer's impact fees, we want to isolate and use those fees directly for that sewer expansion. It's not enough to do the whole item, but it would be really specific to his impact fees in that area, and we would at least have that. So, those are the two items on impact fees, and I will stand for questions.

Commissioner Fahl: Did you say they were kept in a separate account, like separate checking accounts.

City Clerk Torres: We have to set up an account any time someone pays for impact fees. Each one has to have their own account.

Commissioner Fahl: Well, reconciling all of those is horrible, to do the books for that.

Mayor Hechler: Do you remember what the impact fee study would have cost?

City Manager Whitehead: I think we budgeted \$70,000. If you look at the report, you had set aside about \$100,000 for the Impact Fee study.

Commissioner Fahl: There will be a small fee that will start over in the fiscal year that'll go for the reassessment and redoing of the land use assumptions and the capital improvement plans and integrate that into the existing.

Mayor Hechler: However it was done, and whoever did it, good catch. I remember having that discussion, and I was a little exasperated, having to spend \$50,000 for studies that we didn't need, so I'm glad you guys found that out.

CITY COMMISSION MAY 28, 2025 REGULAR MEETING MINUTES

City Manager Whitehead: It was a very good meeting with John Appel. We are fortunate to have him because he's very versed in impact fees. So again, legal counsel supports this, and you may want to visit with Jay, as he's online as well, he reviewed the comments from our attorney on it.

City Attorney Rubin: Yes, that's certainly true. I'm reading John Appel's meeting to Traci dated April 21, and he's quoting state statutes, and talking about 5-8-4, and most importantly, in section 5-8-2 there's a definition of the facility expansion, which actually empowers the city to do what's been proposed here today. So, I'm in support of what Mr. Appel told Mr. Whitehead.

Mayor Pro-Tem Forrister moved to approve Accept recommendation of the Impact Fee Advisory Board for use of impact fee funds as allowed for Morgan St. Sewer Expansion. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 4:30 p.m.

Passed and Approved this 11th day of June, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

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 5/28/2025
DFA Resolution Number: 45 24/25
BAR NUMBER 14

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1007-40125	PD-OverTime Wages	Expense	\$ 75,000.00	\$ 50,000	\$ 125,000	Increase budget shortfall
1	101	101-1007-40140	PD-Delayed Comp	Expense	\$ -	\$ 30,340	\$ 30,340	Increase budget shortfall
1	101	101-1099-30312	GF-Gross Receipts Hospital	Revenue	\$ 300,000.00	\$ 207,500	\$ 507,500	Increase budget shortfall
							\$ -	
2	210	210-1007-32389	PD-State DPS LER Appropriation	Revenue	\$ -	\$ 9,450	\$ 9,450	State DPS Law Enforcement Retention Appropriation LERF-FY25-162
2	210	210-1007-41262	PD-Retention Differential Disbursement (PRDD)	Expense	\$ -	\$ 9,314	\$ 9,314	State DPS Law Enforcement Retention Appropriation LERF-FY25-162
2	210	210-1007-41210	PD-FICA Medicare	Expense	\$ -	\$ 136	\$ 136	State DPS Law Enforcement Retention Appropriation LERF-FY25-162
							\$ -	
3	216	216-4503-80810	Street-Other Capital Equipment-Vehicles	Expense	\$ 290,000.00	\$ 169,309	\$ 459,309	4000 Gallon Water Tank Truck PO 79572-R1 Possible rollover FY26
							\$ -	
4	403	403-1203-90930	Debt-Cost of Debt Issuance	Expense	\$ -	\$ 38,835	\$ 38,835	Expenses for GO Bond 2024
4	403	403-1203-32385	Debt-Loan Proceeds	Revenue	\$ -	\$ 790,000	\$ 790,000	GO Bond 2024
5	503	503-3702-80810	Elec-Other Capital Equipment-Vehicles	Expense	\$ 253,320	\$ 221,652	\$ 474,972	2025 F-550 Truck PO 80250 Possible rollover FY26
							\$ -	
6	505	505-3904-36410	SW-NM STO Investment	Revenue	\$ 12,500	\$ 354,483	\$ 366,983	New GenStratigies/Parkhill - Rolling Stock Possible CD pending return rate
							\$ -	

ATTEST:

Angela Torres, Clerk-Treasurer

(Date)

Rolf Hechler, Mayor

(Date)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: F.3

SUBJECT: Acknowledge Lodgers Tax Advisory Board Minutes, March 24, 2025

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 5, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Approval of Consent Item

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 6-11-25

**CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD
MINUTES
MONDAY, MARCH 24, 2025**

REGULAR MEETING

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Thrd, Truth or Consequences, New Mexico, on Monday, March 24, 2025 at 12:00 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Foerstner.

ROLL CALL:

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

ALSO PRESENT:

Gary Whitehead, City Manager
Katy Martinez, Deputy City Clerk

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

- a. Regular Meeting Minutes of February 24, 2025

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

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

There were no comments from the public at this time.

4. NEW BUSINESS:

- a. Discussion/Update: Sierra County Arts Council Ongoing Marketing to Promote Sierra County and T or C as an Arts Destination. Chistine Auten

Chistine Auten SCAC Vice President: This is kind of a broader effort as you guys know the Arts Council is changing. We are shifting out members bringing in newer younger member. Short of changing our focus, more like heightening or focus to really bring the arts of Sierra County in to focus and make it an arts tourism destination. In that mission we are feeling like we need to really up out game in our marketing and our outward focus. Most of these have been funded before, there is only 3 items here. They are minor things but we are doing different things with these minor things. Southwest Contemporary New Mexico Field Guide that's a big deal and we had a listing last year with all of the galleries, we had a focus

on T or C along with other cities in New Mexico. This year I know MainStreet is doing an ad and I talked with Kyle a little bit about what they were doing. We wanted to do something different, the focus is something in concert with. I wanted to get with you guys as we are designing it to make sure we are doing different things but we are going to focus mostly on specific events that we know draw people in. So, the tour strangely enough the student art show brings people in, families bring in people from out of town and other events that bring people in. Pickamania which isn't specifically T or C but is Sierra County and other specific events that do bring people in from out of town. Its going to be very event focused and T or C and Sierra County as an arts destination. We also need a reprint of our very popular murals brochure. We will be updating of what we have now. This is something that people come here to see and something we can make ourselves even more known for. The other one is our email service this is something we are going to start changing. We are going to have a news letter that goes out twice a month that highlights not just what we are doing but everything else that is going on in Sierra County.

Chairman Foerstner: All this will be spent during this fiscal year?

Christine Auten SCAC Vice President: Yes, this is all immediate stuff. We will be back in May for the next stuff. If I'm understanding correctly that's a year now the fiscal year? You guys are going for a year now not just 6 months?

Vice-Chairman Kelley: Yes, its best to do it for the year.

Christine Auten SCAC Vice President: Ok, and we are prepared to do that.

Member DeMarino: What percentage of your email subscribers are from out of town?

Christine Auten SCAC Vice President: Right now, there aren't very many.

Member DeMarino: How do you plan on tracking if they come to town for events?

Christine Auten SCAC Vice President: That is difficult, so there are certain measures that we are going to start taking, we can do sign in sheets, we can do questions with the email list right now its subscribers and most of those subscribers are here. I just redid our membership list and we have a handful that are out of towners that do come in that want to be members of the Arts Council. They support us from outside of town. Some of them have lived here, they moved away and they travel back or they still have family here. We want to expand that its just plans to expand. As far as tracking goes there is a lot of discussion on that. It's very difficult to track from an email click, constant contact is ok at sort of letting you know how much is clicked how much is followed through. Something that we don't do in our news letters now that we need to start implementing now that I'm going to start taking them over is call to actions that people specifically click on things and we can track if they click on them. We can start with surveys, and all kinds of different things but yes, it's very difficult to track. That's a very good question its something we need to work on.

Member DeMarino: The brochures for the murals they are great and I see people with them walking around town. The purpose of lodger's tax is to get heads on beds. So, 5,000 brochures where will they be placed?

Christine Auten SCAC Vice President: Right now, a lot of them go to visitor's centers. Our visitor's center does send them out to other visitors centers in other cities around New Mexico.

Member DeMarino: You send them out?

Vice Chairman Kelley: Yes.

Chistine Auten SCAC Vice President: We also have campaigns if any of us travel we distribute them out. The object is a bigger one it's not just a specific. It's to start to raise the profile and start to get people looking at T or C for what it has to offer and that's not happening as much as it should right now. We are trying to get T or C out there as much as we can. We have murals which a neat I have been to a lot other towns and they do have murals but not as much as we do. So, pushing this kind of stuff to make T or C the arts capital it needs to be and that is should be. That's something we learned when we did the tour was, we have a lot of artists here and they are really good artist and nobody knows about them. The more people that know about what we have to offer here the more people we can get here. It's more of a larger goal. These are minor steps as we go.

Chairman Foerstner: What is the call to action on the Contemporary Field Guide ad how do you plan on tracking that?

Chistine Auten SCAC Vice President: That's difficult to track as well. We have to rely on field guide for that. We are open to suggestions as how that can happen.

Member DeMarino: We have suggestions websites are good.

Chairman Foerstner: Does the Arts Council have a website.

Chistine Auten SCAC Vice President: Yes, and I'm going to be revamping that this year.

Chairman Foerstner: So that's your call to action?

Chistine Auten SCAC Vice President: Yes, it's the website specifically. We are going to try and up our social media presence. We are working on revamping our presence on all of them Facebook, Instagram I would love to do some Tick-Tok but we don't have anyone young enough to do that just yet.

Chairman Foerstner: So, you will have a call to action.

Chistine Auten SCAC Vice President: Yes, every ad should have a call to action.

Chairman Foerstner: Will I be something you can track separately maybe add something to the end.

Chistine Auten SCAC Vice President: We can do that. We can do a landing page. Landing pages are easy to track.

Member DeMarino: Would you be using this money to promote Pickamania?

Chistine Auten SCAC Vice President: Not this one no, we can but its not specific one. If its Pickamania it would be more of a music event that we do and is part of music events. So, like Camerata Del Sol is happening its coming in April. We have lots of music events that come here it would just be part of our grander music and live performance events. The Picamania is part of what we do, It wouldn't be specific in this ad but it could be if it is something you guys wanted.

Member DeMarino: The lodger's tax is to put heads in beds. I have no known people that go to Pickamania that stay in T or C that's my only concern.

Chistine Auten SCAC Vice President: Thats why I don't call it out specifically in any of our ads, I call it out as a part of our music program.

Vice-Chairman Kelley: Does the county fund for social media.

Christine Auten SCAC Vice President: I don't know if they do or not.

Member DeMarino: Jakes on the County Lodgers Tax.

Vice-Chairman Kelley: It would be a natural for the county to fund.

Christine Auten SCAC Vice President: Yes, it would be, I'm pretty sure Katherine would know that, I can ask her. But its not part of our specific listing. We have events that are T or C specific and then we have music general and live performance general. We are upping our dance a little as well we are going to have some dance performances this year some other performance art.

Vice-Chairman Kelley: I can see whole newsletters where you can do what's happening in music because Jake's got a new venue, The Love Shack host concerts, The Charles has even hosted some.

Christine Auten SCAC Vice President: We used The Lighthouse recently for Medioric and that was really great it was a fantastic venue. We can target poetry readings performances and sort of small music. I'm thinking specifically for Lighthouse like an acoustic trio's things of that nature. We did one there already that was really successful it's a great venue. I try to push people there when ever they ask me where venues are.

Member DeMarino: For next year since you said you are going to get your social media up and going more ask for social media money in your next year request, for boost and things like that.

Christine Auten SCAC Vice President: We do for the Studio Tour we really boosted social for that and we had that in our proposal for that. We will be doing our Studio Tour proposal separate from the rest of the stuff because it is its own entity.

Member DeMarino: Form the rest of?

Christine Auten SCAC Vice President: Sierra County Arts Council stuff. It will be its on separate thing.

Member DeMarino: Request?

Christine Auten SCAC Vice President: It's easier to do it that way because it's very specific and is siloed we don't cross contaminate the monies in our budget for those things this is it. this is the money for the Art Tour and then the rest of our budget.

Member DeMarino: I would recommend good tracking of these things, such as at the events fine our where people are coming from if they are staying over night because when you guys come back and report later on.

Christine Auten SCAC Vice President: It's a little tricky with people sign in sheets we are finding, the labor involved in translating the sign in sheets into spread sheets is difficult and handwriting is difficult. Im thinking of trying to look into some digital was of tracking.

Member DeMarino: Survey Monkey.

Christine Auten SCAC Vice President: People don't so those. When they come to love events, they are not going to take a survey as they come in. They might, we are down to try anything we can do to try and track it and see what works. At this point anything better than nothing is good.

Member DeMarino: Incentivizing people is good, little things might be something you ask for in the next one.

Member DeMarino made a motion to approve a total of \$2890.00 to the Sierra County Arts Council for Ongoing Marketing to Promote Sierra County and T or C as an Arts Destination. Member Harrington seconded the motion.

Motion carried unanimously.

5. COMMENTS FROM THE BOARD:

Chairman Foerstner: I was just curious about our 90 day follow up reports that we require. Are we keeping track of that. I know we are handing out a lot of money.

Vice-Chairman Kelley: I sent out emails asking for reports but it's kind of hard when the money is being spent at different times.

Chairman Foerstner: I feel like we don't get as many reports as we do awards.

Vice-Chairman Kelley: Sometimes they come in. I'll send out emails again to everybody. Also, I think some reminders should go out that the next meeting is May and that's when we start looking at next fiscal year.

Chairman Foerstner: I just like the reports to be able to gauge the success of what they already did before they come back and ask for it again. If they are coming back and we have no report we don't know it's better to have some data.

Member DeMarino: Can we put on the next agenda a tracking template form. I have an idea I showed it to Gina a little bit on what we can suggest they use because a lot of them don't know, maybe we should write up a whole page on tracking, such as what are some ways to track effectively are I don't want to put that together but I would be happy to put together the tracking form because I have one started.

Member Harrington: I think that will be good so it's more uniformed and not everyone doing random things.

Member DeMarino: We would be getting the data we want instead of just the data that they come up with.

Deputy Clerk Martinez: If you get it to us, we can include in their contract.

Member DeMarino: It's going to depend on different things for tracking.

Chairman Foerstner: But the best practices one. You're talking about 2 different, a form for tracking and then best practices thing to tell them what things they can do.

Vice-Chairman Kelley: We did the whole thing where we did the guidelines, I think it's worth resharing.

Member DeMarino: We might want to look through the guidelines again because it's been a while since we have looked at them. We have different logos we have different things, so think we need to go through and make sure it's all still relevant.

Vice-Chairman Kelley: On thing that I keep hoping for is that we put the lodgers tax application and guidelines and reimbursement forms on the city website. That way people can just go to the city website and get them and apply. I have had people come to me and say I don't even know where to get these forms I don't know where to find it and I send them to people.

Chairman Foerstner: I also think it would be nice if we could pay lodgers tax online some kind of digital way to pay lodgers' tax.

City Manager Whitehead: The city has purchased a program called IWOQ it's a city management software and it looks like it would accommodate all that. I'm in the beginning stages of trying to understand what all the process are. You can pay for business licenses, everything online so as I'm looking for ways to stretch the staff that we have that's an avenue I think we need to move to. We can try and do that. Angela and Katy have been great, I have been pushing them pretty hard on the website and we are adding a lot. For example, you can go see the current leak list. We are trying to work with in that structure to put that information so potentially we can add some of them but its still going to be a manual process for a minute.

Member DeMarino: Thank you for going electronically. I think you are going to get things far more paid for then before by making it easy.

City Manager Whitehead: I agree with you I think it need to be and the staff take the clerk's office it's just Katy and Angela right now so if a lot of those things could be available online. I would save their time of getting up and handing a form. We think there is some savings there, we just have to get it figured out. We are

6. COMMENTS FROM STAFF

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Member DeMarino: Mainstreet is putting together a tourism website. We are putting together tourism for T or C, what we were asking the city to do was create a nice landing page for the city and then if they are tourist they click on visitor and that takes them to that website so you guys don't have to touch that and then all the city stuff would be you guys.

City Manager Whitehead: I spent some time looking at lots of communities' websites and ours. Sierra County has a good link and then the link that goes to all the events around the community it's a good site. When you hear you're not doing enough and then you go spend an hour looking at that website and you see your just not getting that out there enough somehow. That is where we are at. We are going through budget right now so we will have the budget all put together hopefully soon. On the 31st I have an all day with the staff to see and then April 3rd we are doing our full budget hearing. Again, I'm here primarily to support Katy and Angela, they are taking over and handling lodger's tax. I have committed to be a resource and help and understand as well so that they feel safe with what we need to do. Eventually I might not be coming to these meetings but it won't be right away.

Vice-Chairman Kelley: I do have a friend of mine who has an Airbnb and she has always been very good about paying her lodgers tax even before we had Airbnb collecting them. She has been asking for quit some time that the city make an arrangement with VRBO because a lot of these places are on both platforms most of them, I would even venture to guess. If they are booking through Airbnb, we are getting that lodgers tax if they are going through VRBO we are probably not getting. That's something I know she asked if she could come and talk in public comment.

Chairman Foerstner: I thought all it took was for the city attorney to send them a letter letting them know it was an ordinance.

Vice-Chairman Kelley: Airbnb is fine its VRBO.

Chairman Foerstner: That's why I'm saying so that all we should have to do is send that letter to them.

City Manager Whitehead: I'll follow up, we will make notes and together we will follow up. We are missing on some aspects with Airbnb, but it sounds like we are more successful than not. The money is coming in. It sounds similar to your recipients of lodger's tax, it's not unreasonable for us to require that they report to the city. It's in the grant application it should be required that they give you 6-month report. It would be timely for it to come in prebudget so that you guys would have that. It's not unreasonable and I brought that up because Airbnb we have the same thing, we are thinking about asking when you come to do your business license we would like to see if you can give us your Airbnb report to tell us how much you contributed. I had one send me their report so I can see how Airbnb breaks it down for them then we might know. I asked the staff. I don't know what is relevant about us knowing who pays that lodgers tax like if it came from provided it was sufficient I don't know what that answer to that is yet.

Vice-Chairman Kelley: Then there is the additional 1% I guess the only way to do that is manually because Airbnb is not collecting that 1%.

Chairman Foerstner: They are not? Why is that?

Vice-Chairman Kelley: Its Airbnb on their end from what I understand.

Chairman Foerstner: Is that 1% going to stay. I thought that was to do the convention center when the Lee Belle Johnson Center went away.

Member DeMarino: It was established by Juan Fuentes and Steve Green as a tax that would pay for a tourism director. That was the original intent, that's how it was pitched to us verbally. When I went back and read through it was much more vague than that and could be used for running the convention center. But that was the intention of it. It's nice to get it cause its money coming in from out of town. Nobody is complaining about it, people aren't complaining about paying for it. The only real issue is it's not a pain to pay the city because you have to go in and figure it all out.

Chairman Foerstner: It does come out on a bill as a line item and people ask what that is, I get that a lot. But they see it as a loophole around the 5% state maximum. That's what it is, it's a loophole to charge more tax and what they big picture is that T or C has the highest tax, GRT and lodgers not that we have the 6%. I just thought it wasn't supposed to be a permanent thing. I thought it was supposed to be a temporary thing to pay for the convention center and not go on forever. Is it kept separately and spent separately.

City Manager Whitehead: According to the budget there is a line item for it.

Chairman Foerstner: Spent separately so its not part of the general fund.

City Manager Whitehead: That's correct. All the lodger's tax is in one fund, and it's separated out. We don't blend it, it's all in its own cash account. I have looked at all those accounts to see what is in there. I have not dug into the language on what that was for.

Chairman Foerstner: The hotels don't mind paying it. If we collect it, we pay it, but it does make an impact on the guest. The higher the taxes are the bigger the final price is and that can impact how many nights they stay, and what size room they rent. I'm just passing on as a hoteller that people do complain about our taxes.

City Manager Whitehead: The applicants that are looking for funding for projects is that done annually.

Chairman Foerstner: No, we stopped doing the whole annual budget thing where they come once a year. They come by project, so they come through out the year.

City Manager Whitehead: So, the one before us today was for the next fiscal year.

Vice-Chairman Kelley: No, this one they are going to spend it by the end of May.

Chairman Foerstner: These projects they will spend with in the fiscal year.

City Manager Whitehead: So, it works better for these programs to come through the year not just at the beginning?

Member DeMarino: Yes, it is working better and the reason being when we did the thing in the beginning of the year all the money got allocated. Then people would come up with amazing ideas after and there was nothing lodgers' tax could do to help them because they didn't ask at the beginning of the year. This is better because it comes about and what was happening with all the money in the beginning of the year it was being spent was well. This is really much more focused and effective than doing the whole blow at the beginning of the year.

Chairman Foerstner: Yes, we can be more scrutinizing with the applications, instead when we had them all in one meeting so they were super vague applications. Now we can really drill down and nitpick things if we need to. It was really tough the first couple years when we did them all at once.

Vice-Chairman Kelley: The only thing that we ask for funding for the whole year is for things like website hosting and billboards because that continuous month by month. I can think of anything else that we ask for that's annual. Maybe we won't have that many. I know the arts council and the veteran's museum will come back for the year.

City Manager Whitehead: I also want to extend to meet with either the chairman of the board or member one on one and tell me what we are doing what you would like to do or what I need to do. I

have asked all the chairs to meet with me before I change things that may or may not need to be changed.

Chairman Foerstner: One thing I would like to see that we get is a report each time of what lodgers' tax we have to give and what has been awarded some kind of report.

Vice-Chairman Kelley: We haven't seen a financial report in a long time.

Member DeMarino: We haven't seen one since Tammy left.

Chairman Foerstner: We know we have a lot of money, so we have been awarding but we don't really know how much.

Vice-Chairman Kelley: The way it used to be was that these organizations would get awarded and they would bring the invoices to the city then the city would pay them out of the lodger's tax fund it wasn't reimbursable, then they did away with that for procurement reasons. The issue that we run into the most is that these organizations have great big ideas, and they have no cash to spend the money to get reimbursed.

Member DeMarino: Especially new ones, they have never done it before they want to do but they don't have any money.

Vice-Chairman Kelley: That is an issue that we run into a lot. We would love for people to come in and ask for funds but when it comes down to it, they don't have the cash to put out to get reimbursed.

City Manager Whitehead: If we could set up something soon for us to meet one on one so we can go over all your ideas and we can figure out how to be more resourceful.

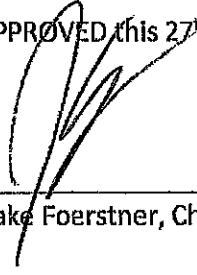
Chairman Foerstner: I good with it, I think Gina would great for that she is well knowledge with lodger's tax.

City Manager Whitehead: If after 5pm works best for you guys, I'm ok with that. Just give Johanna a call at the office and set up a time that works best for you so we can meet.

7. ADJOURNMENT

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

PASSED AND APPROVED this 27th day of May 2025.



Jake Foerstner, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: F.4

SUBJECT: Acknowledge Regular Recreation/Golf Course Advisory Board Minutes, March 3, 2025

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 5, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Approval of Consent Item

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 6-11-25

**CITY OF TRUTH OR CONSEQUENCES
RECREATION/GOLF COURSE ADVISORY BOARD
Monday, March 3rd, 2025
Meeting Minutes**

Regular meeting of the Recreation/Golf Course Advisory Board of the City of Truth or Consequences, New Mexico was held on Monday, March 3rd, 2025 at 5:30p.m.
The meeting was held at the Recreation Department Building.
2800 S. Broadway, Truth or Consequences, NM 87901.

CALL TO ORDER

Chairman Dawdy called the meeting to order at 5:36pm

ROLL CALL:

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

All are in Attendance

1. PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

- 3/3/2025 Meeting Agenda was moved to approve by Chairman Dawdy.
- Motion was Seconded by Vice-Chairman Ferrell.
- All members in favor.

APPROVAL OF Jan 6th, 2025, MEETING MINUTES

- Chairman Dawdy moved to approve the 1/6/25 Meeting Minutes.
- Vice-Chair Ferrell Seconded the motion.
- All members in favor.

COMMENTS FROM THE PUBLIC:

(3 Minute Rule Applies)

- There were no public comments.

5. NEW BUSINESS

A. Discussion/Action:

Review and Recommendation of new Board Applicants,
Jim Apodaca and Buddy Montoya.

Chairman Dawdy made a motion to approve and forward Jim Apodaca's board application to the City Commission for review and approval to join the board. Member Nisly seconded and all were in favor.

Vice-Chairman Ferrell made a motion to approve and forward Buddy Montoya's board application to the City Commission for review and approval to join the board. Member Nisly seconded and all were in favor.

B. Discussion/Update:

Louis Armijo Sports Complex Updates

OJ Hechler: OJ took a moment to praise Wilson & Co. for their hard work on the plans and thanked the board for attending the public input meetings, stating that our support is important because it can be difficult to get the public engaged before any changes are made. He presented the completed Louis Armijo Sports Complex Master Plan and explained that this is the final report that was presented to the commission at the previous meeting. He noted the project's scope and goals on page 2, as well as the existing conditions of the complex. He also brought attention to where the grant funding came from, The Regional Recreation Centers Quality of Life Funding Program. He noted the purpose for this project's vision and goals (to enhance the complex and promote economic development) that includes considerations from public input meetings and findings referenced on page 3. He also referenced the Master Plan overview on page 4, particularly the Flex Field/Multi-Purpose Field that will also be the soccer field and the regulation sized baseball field.

Chairman Dawdy praised the detail of the phases and cost breakdown included in the Louis Armijo Sports Complex Master Plan.

OJ Hechler explained that the cost breakdown presented to the commission are not true estimates or quotes but based on quantitative data from previous projects. There is 25% contingency but gives us an idea of around what it could cost to complete. The city has used the Quality of Life Grant for the Ralph Edwards Park playground and exercise equipment and that provided everything we asked for. He feels we could have potentially asked for more, such as shade over the playground, as there were apparently untapped funds, and plans to use that approach when applying for funding in the future.

OJ went on to note the pros and cons of synthetic turf, referenced on page 8 of the master plan. The plan recommends the installation of natural turf and is priced to include natural turf.

Chairman Dawdy: If we ever get the pond to a point where the water is filtered enough for watering the grass that would be ideal.

OJ responded that he has made visits with the city manager to the waste water treatment plant and the pond several times to try and figure some issues out. He said that the SCADA (Supervisory Control and Data Acquisition) system isn't communicating correctly with the pond and so the water levels fluctuate a lot affecting the ability to water the golf course properly, but they are still working on it.

OJ went on to reference the playground installation quote; the equipment, shading and the rubber matting surface, noting those are the biggest costs other than the equipment itself.

He also shared that the final quote for the installation of turf and sprinkler system at the family park should we decide to go with it is based from a local landscaper's estimate, and both quotes were used to submit for grant funding for the project a year ago. We haven't received a denial, but we are still waiting on a response.

Chairman Dawdy stated his support for a consistent watering system noting how crucial it is in this atmosphere.

OJ shared that he is pleased with the final report and that the grant application is 99% complete and plans to include more final renderings of the plan and intended to use the results to apply for more grant funding.

C. Discussion/Update:
TTN/Turtleback Trail Network Update

OJ Hechler:

A couple of weeks ago we met with the Rio Grande Trails Commission, with hopes to connect them to the Turtleback Trails Network. We plan to meet virtually on March 11th at 1pm, both the Rio Grande Trails Commission and the TTN in attendance, and the reason is that the eleven members of the Rio Grande Trails Commission will be here on April 11th and we will host their commission meeting in an effort to figure out how to connect the Turtleback Trail Network and the Rio Grande Trail. He mentioned that the last trails meeting held at the commission chambers there was standing room only, noting a great public interest. He also shared that the person overseeing the Trails Plus Grant to whom OJ reports to, wants to be included.

Member/Secretary Nisly stated her ongoing support of the TTN development and Rio Grande Trails connection by attending and representing the board at these past and future meetings.

6. REPORTS FROM THE BOARD

There are no reports from the Board.

7. REPORTS FROM STAFF

Alan Hansen-Begg:

Golf Course Updates

The last three months at the golf course have been tough because of issues with the water, but we did get that solved recently. The sent in water and the pond is full, we are ready to start irrigating and working on the irrigation system again.

Member Nisly: When does the grass come out of dormancy? The last time we discussed the issue of getting this fixed we were waiting for that to happen.

Alan: Yes, that was plan and we're past that time now that we're over 70 degrees consistently. There's also an issue with water on our side of the course using city water since the pond has been empty, we're using city water and there's been some issues with that so it's been a bit challenging. Staffing wise, still challenging. He shared that one full-time maintenance employee has just put in his notice, but there have been a few new interviews recently as well. He stated that the position will be advertised on the city website.

Alan went on to share that the Turtleback Classic Disc Golf Tournament was success with 155 competitors up from 115 before. We had people from nine other states participate. He mentioned that those who came back from previous years brought more people back with them this year and that we had two top pros competing this year as well. In the past we haven't been able to attract top pros to the tournament but last year we had one and this year we had two.

The pro-tour isn't for another weekend, but we hoped to position our event to pick up some of the people who are touring. Overall, it was a great event.

He also shared that the new PE teacher at the high school who had just come off the tour and who had just won the Edge grant, and educational disc golf grant, for equipment and so the kids will have a bridge towards getting involved in disc golf.

Member Nisly: Is there a youth disc golf league? There is a local resident who is interested in disc golf and getting kids involved in participating. I've encouraged him to come to the meetings and share his ideas.

Alan: Not yet, but I would encourage him to reach out to me directly to discuss getting involved. Exposing kids to disc golf will get them interested in disc golf.

OJ Hechler:

Little League Updates

168 kids signed up, 5 major little league teams, 4 minor coach-pitched teams and 6 tee ball teams including 2 major teams and 1 tee ball team from Arrey. Opening ceremonies are March 21st, and games will be every Tuesday and Friday. The season will end May 22nd. For the All-Star Tournament, we're hitting district this year. This is the first time in over 25 years, we just haven't had them here. The fields are in better shape than they have been. We've got in-field mix we've had delivered and plan to close the softball field in order to make it regulation for the major division. Softball didn't play much last year and didn't have a league. We've got until June 19th-23rd when the Allstars arrive. We're expecting possibly 6-8K people into town for it.

OJ went on to share that our municipal pool supervisor Ashley Galicia has taken a job with the county but has agreed to possibly stay on as a casual employee to assist with the transition if the county will allow it because we do need her expertise to get the pool open. I believe we may have an applicant that she would assist with the transition to open in time for Memorial Day.

Chairman Dawdy ended the meeting by complimenting the city staff for their attention to detail.

8. MEETING ADJOURN

Chairman Dawdy Moved to Adjourn the Board Meeting at 6:13pm.
All were in favor.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: F.5

SUBJECT: May 2025 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: June 2, 2025
SUBMITTED BY: Silke Kapela, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for May 2025

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 2,130,139.89

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 6-11-2025



Truth or Consequences

AP EOM REPORT MAY 2025

By Fund

Payment Dates 5/1/2025 - 5/31/2025

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
GANNETT MEDIA CORP	0006833831	01/16/2025	ADVERTISEMENT FOR CITY MA...	101-1000-43740	1,180.00
GANNETT MEDIA CORP	4/20/2025	04/11/2025	LOST CHECK FINANCE CHARG...	101-1000-43740	35.40
SUPERIOR WEED AND PEST C...	022022313	05/01/2025	PRE-EMERGENT AND POST E...	101-1009-47415	1,470.00
SUPERIOR WEED AND PEST C...	022022313	05/01/2025	FERTILIZER, LEVELING, AND A...	101-1009-47415	2,400.00
SUPERIOR WEED AND PEST C...	022022313	05/01/2025	CUSTOM BERMUDA HYBRID S...	101-1009-47415	2,400.00
SUPERIOR WEED AND PEST C...	022022313	05/01/2025	TAX	101-1009-47415	705.18
SUPERIOR WEED AND PEST C...	022022313	05/01/2025	SOIL AMENDMENTS ALL FIELDS	101-1009-47415	2,450.00
TYLER TECHNOLOGIES INC	025-507533	05/01/2025	TYLER TUTORING-FINANCE,PA...	101-1004-42720	346.80
POLICE DEPARTMENT BANK O...	0262989	05/01/2025	IACP Membership	101-1007-43770	220.00
POLICE DEPARTMENT BANK O...	04092025	05/01/2025	FINGERPRINTS FOR OFFICERS ...	101-1007-48598	46.00
POLICARPIO V BUSTAMANTE ...	104.25	05/01/2025	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
CITY MANAGER BANK OF AM...	105122	05/01/2025	NOTARY PUBLIC APPLICATION ...	101-1003-43770	31.95
MIKE TORRES DBA CD TECHN...	1065	05/01/2025	IT SERVICE GENERAL FUND OP...	101-1018-48598	7,389.68
WILSON & COMPANY INC ENG...	136043	05/01/2025	ON CALL GRANT MANAGEME...	101-1010-48598	5,084.21
REEDS TIRE CENTER	15913	05/01/2025	265 70R175	101-1009-47420	300.00
4 RIVERS EQUIPMENT	1768683	05/01/2025	VAPOR CONDENSER	101-1012-47420	312.56
BANK OF AMERICA	1781614	05/01/2025	BACKGROUND CHECKS - NH A...	101-1004-48599	44.99
AMAZON CAPITAL SERVICES I...	1GJT-6WTX-XGLW	05/01/2025	OFFICE SUPPLIES	101-1010-44606	74.38
AMAZON CAPITAL SERVICES I...	1GTV-PQFV-VMKC	05/01/2025	ANIMAL SHELTER SUPPLIES	101-1006-45607	269.32
AMAZON CAPITAL SERVICES I...	1P9C-WMLC-TX49	05/01/2025	ANIMAL SHELTER SUPPLIES	101-1006-45607	1,421.72
OREILLY AUTO PARTS INC	2162-182502	05/01/2025	CABIN AIR FILTER/OIL CABIN	101-1007-47420	21.84
FINANCE BANK OF AMERICA	23026	05/01/2025	LAPTOP FOR FINANCE DIRECT...	101-1004-44606	1,525.69
DOCUMENT SOLUTION INC	368209	05/01/2025	CITY MANAGER OFFIC SHARP ...	101-1003-43465	63.25
DOCUMENT SOLUTION INC	368209	05/01/2025	FINANCE OFFICE SHARP OVER...	101-1004-43465	580.45
DOCUMENT SOLUTION INC	368209	05/01/2025	POLICE DEPT SHARP OVERAGE...	101-1007-43465	169.10
DOCUMENT SOLUTION INC	368209	05/01/2025	PARKS DEPT SHARP OVERAGE...	101-1009-43465	0.72
DOCUMENT SOLUTION INC	368209	05/01/2025	FACILITY MANAGEMENT SHA...	101-1014-43465	16.88
ANIMAL SHELTER BANK OF A...	387535433301385788769	05/01/2025	CLEANING SUPPLIES	101-1006-45607	116.52
JESSICA MULLER DBA FREED...	4656389	05/01/2025	CHIP REPAIRS	101-1009-47420	60.00
POLICE DEPARTMENT BANK O...	4683	05/01/2025	NACA ACO 1 FOR CODE ENFOR...	101-1008-42720	400.00
PARKS AND REC BANK OF AM...	514259	05/01/2025	TOP SOIL AND PETE MOSS	101-1009-44607	383.90
BLUE 360 MEDIA LLC	IN2504260028	05/01/2025	OFFICIAL NEW MEXICO RULES...	101-1007-43740	145.86
POLICE DEPARTMENT BANK O...	INV64944	05/01/2025	STAR 12 PROFESSIONAL REN...	101-1007-43770	379.11
FINANCE BANK OF AMERICA	NMPPA 4/2025	05/01/2025	PER DIEM JOCELYN HOLGUIN	101-1004-42310	92.07
FINANCE BANK OF AMERICA	NMPPA 4/2025	05/01/2025	PER DIEM JORDAN JAVIER	101-1004-42310	92.07
FINANCE BANK OF AMERICA	NMPPA 4/2025	05/01/2025	HOTEL ROOMS FOR NMPPA S...	101-1004-42310	846.78
WILSON & COMPANY INC ENG...	136355	05/06/2025	WATER SYSTEM SERVICES INF...	101-1010-48598	967.15
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	EQUUS - 1 YEAR	101-1016-43770	22.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	BOOKLIST - 1 YEAR	101-1016-43770	195.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	LIBRARY JOURNAL - 1 YEAR	101-1016-43770	179.99
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	PEOPLE - 1 YEAR	101-1016-43770	89.95
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	NEW YORKER - 1 YEAR	101-1016-43770	85.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	MODERN CAT - 1 YEAR	101-1016-43770	22.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	NATIONAL REVIEW - 1 YEAR	101-1016-43770	42.25
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	CREDIT FOR CANCELLED PUBL...	101-1016-43770	-27.95
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	ROLLING STONE - 1 YEAR	101-1016-43770	64.95

AP EOM REPORT MAY 2025

Payment Dates: 5/1/2025 - 5/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	BETTER HOMES & GARDENS - ...	101-1016-43770	14.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	READERS DIGEST - 1 YEAR	101-1016-43770	16.50
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	CONSUMER REPORTS - 1 YEAR	101-1016-43770	24.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	QUILTMAKER - 1 YEAR	101-1016-43770	24.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	SATURDAY EVENING POST - 1 ...	101-1016-43770	16.50
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	ARIIZONA HIGHWAYS - 1 YEAR	101-1016-43770	24.25
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	SPORTS ILLUSTRATED - 1 YEAR	101-1016-43770	25.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	POPULAR MECHANICS - 1 YEAR	101-1016-43770	25.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	READERS DIGEST LARGE PRINT...	101-1016-43770	25.49
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	GOOD HOUSEKEEPING - 1 YEAR	101-1016-43770	18.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	ROCK & GEM - 1 YEAR	101-1016-43770	25.50
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	MODERN DOG - 1 YEAR	101-1016-43770	22.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	NATIONAL GEOGRAPHIC, KIDS...	101-1016-43770	28.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	GUNS & AMMO - 1 YEAR	101-1016-43770	19.94
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	NEW MEXICO MAGAZINE - 1 Y...	101-1016-43770	28.95
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	TIME - 1 YEAR	101-1016-43770	29.95
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	CAR & DRIVER - 1 YEAR	101-1016-43770	19.95
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	FORBES - 1 YEAR	101-1016-43770	39.97
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	SUNSET - 1 YEAR	101-1016-43770	32.95
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	PLANE & PILOT - 1 YEAR	101-1016-43770	35.50
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	NATIONAL GEOGRAPHIC - 1 Y...	101-1016-43770	34.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	PREVENTION - 1 YEAR	101-1016-43770	33.00
MAGAZINE SUBSCRIPTION SE...	0506-69	05/09/2025	TRUE WEST - 1 YEAR	101-1016-43770	33.50
COPPLER LAW FIRM PC	13182	05/09/2025	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	1,177.60
REEDS TIRE CENTER	15869	05/09/2025	275 R70/18S	101-1014-47420	724.00
SUN VALLEY INC	179918/6	05/09/2025	OPEN P.O. FOR FIELD SUPPLY I...	101-1014-44607	61.61
SUN VALLEY INC	179937/6	05/09/2025	OPEN P.O. FOR FIELD SUPPLY I...	101-1014-44607	110.26
SUN VALLEY INC	179980/6	05/09/2025	OPEN PO FIELD SUPPLIES FY25...	101-1009-44607	8.25
SUN VALLEY INC	179993/6	05/09/2025	OPEN P.O. FOR FIELD SUPPLY I...	101-1014-44607	223.23
SUN VALLEY INC	179996/6	05/09/2025	OPEN P.O. FOR FIELD SUPPLY I...	101-1014-44607	64.10
SUN VALLEY INC	180003/6	05/09/2025	OPEN PO FIELD SUPPLIES FY25...	101-1009-44607	66.44
SUN VALLEY INC	180033/6	05/09/2025	OPEN PO FIELD SUPPLIES FY25...	101-1009-44607	7.12
SUN VALLEY INC	180072/6	05/09/2025	OPEN P.O. FOR FIELD SUPPLY I...	101-1014-44607	154.70
SUN VALLEY INC	180139/6	05/09/2025	OPEN P.O. FOR FIELD SUPPLY I...	101-1014-44607	69.34
SUN VALLEY INC	180147/6	05/09/2025	OPEN P.O. FOR FIELD SUPPLY I...	101-1014-44607	9.10
SUN VALLEY INC	180195/6	05/09/2025	OPEN P.O. FOR FIELD SUPPLY I...	101-1014-44607	38.46
SUN VALLEY INC	180237/6	05/09/2025	OPEN PO FIELD SUPPLIES FY25...	101-1009-44607	56.97
SUN VALLEY INC	180239/6	05/09/2025	OPEN P.O. FOR FIELD SUPPLY I...	101-1014-44607	8.54
SUN VALLEY INC	180270/6	05/09/2025	OPEN P.O. FOR FIELD SUPPLY I...	101-1014-44607	125.36
SUN VALLEY INC	180275/6	05/09/2025	OPEN PO FIELD SUPPLIES FY25...	101-1009-44607	208.88
SUN VALLEY INC	180282/6	05/09/2025	OPEN PO FIELD SUPPLIES FY25...	101-1009-44607	29.78
SUN VALLEY INC	180318/6	05/09/2025	OPEN PO FIELD SUPPLIES FY25...	101-1009-44607	343.34
IWORQ SYSTEMS	211238	05/09/2025	ANIMAL SHELTER SOFTWARE	101-1006-43815	3,250.00
IWORQ SYSTEMS	211238	05/09/2025	CODE ENFORCEMENT/ANIMAL...	101-1008-43815	3,250.00
IWORQ SYSTEMS	211238	05/09/2025	COMMUNITY DEVELOPMENT ...	101-1010-43770	2,880.00
UNIFIRST HOLDINGS INC DBA ...	2880245979	05/09/2025	EMPLOYEE UNIFORMS FY25	101-1009-42620	37.93
SIERRA AUTO PARTS LLC	334709	05/09/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	153.17
SIERRA AUTO PARTS LLC	334762	05/09/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	29.99
SIERRA AUTO PARTS LLC	334798	05/09/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	19.37
SIERRA AUTO PARTS LLC	334945	05/09/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	285.99
SIERRA AUTO PARTS LLC	335138	05/09/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	18.54
SIERRA AUTO PARTS LLC	335342	05/09/2025	FILTERS/STRUTS FOR G-88407	101-1006-47420	494.38
SIERRA AUTO PARTS LLC	335664	05/09/2025	REFLEX MONOTUB	101-1009-47420	144.32
SIERRA AUTO PARTS LLC	335664	05/09/2025	TRANS FILTER	101-1009-47420	32.18
SIERRA AUTO PARTS LLC	335664	05/09/2025	AIR FILTER	101-1009-47420	12.79
SIERRA AUTO PARTS LLC	335664	05/09/2025	22 XTRA CLEAR	101-1009-47420	18.54
SIERRA AUTO PARTS LLC	335664	05/09/2025	BATTERY GOLD	101-1009-47420	174.86
FOXWORTH GALBRAITH	3366553	05/09/2025	MADALLION PLUS PAINT WITH...	101-1014-43403	919.96
SIERRA COUNTY SENTINEL	3810	05/09/2025	FY 24/25 PUBLICATIONS	101-1001-43740	168.07
ALARM CONTROL TECHNOLOG...	38229	05/09/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91

AP EOM REPORT MAY 2025

Payment Dates: 5/1/2025 - 5/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALARM CONTROL TECHNOLOG...	38230	05/09/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
SIERRA VISTA HOSPITAL SIERR...	41000262	05/09/2025	COLLECTION DRUG TEST FEE ...	101-1004-48599	150.00
QUILL CORPORATION	43887680	05/09/2025	BUSINESS CARDS FOR DEPAR...	101-1007-44606	43.15
JAIME F RUBIN LLC	5/1/2025	05/09/2025	OPEN PO FOR LEGAL SERVICES..	101-1000-43597	5,841.71
WILLIAM I BUHLER	5/7/2025	05/09/2025	FISH POND WATER RIGHTS FY ...	101-1009-43770	250.00
VERIZON WIRELESS	6111928760	05/09/2025	POLICE DEPT OPEN PO FY24/25	101-1007-43775	370.80
TESTONS FREEWAY CHEVRON	6323	05/09/2025	GAS FOR ANIMAL SHELTER VE...	101-1006-43316	130.25
TESTONS FREEWAY CHEVRON	6328	05/09/2025	FUEL PURCHASES OPEN PO FY...	101-1009-43316	742.64
TESTONS FREEWAY CHEVRON	6333	05/09/2025	OPEN PO FUEL PURCHASES FY...	101-1013-43316	210.80
AMAZON CAPITAL SERVICES I...	81813	05/09/2025	SUPPLIES FOR OFFICE	101-1004-44606	109.05
QUEST DIAGNOSTICS INC	9215158600	05/09/2025	SCREENING & MRO FEE FY 24-...	101-1004-48599	354.60
TALON SEPTIC & POTTY SERVI...	I2531	05/09/2025	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,000.00
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	CITY CLERK'S OFFICE	101-1001-41226	121.82
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	CITY MANAGER'S OFFICE	101-1003-41226	233.90
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	FINANCE / ADMIN SERVICES	101-1004-41226	425.95
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	ANIMAL SHELTER	101-1006-41226	129.84
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	POLICE DEPT	101-1007-41226	1,188.35
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	PARKS & RECREATION	101-1009-41226	76.33
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	STREET DEPT	101-1011-41226	247.44
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	FLEET SERVICE CENTER	101-1012-41226	193.99
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	FACILITY MANAGEMENT	101-1014-41226	215.74
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	LIBRARY	101-1016-41226	212.40
XEROX CORP OLD	018977166	05/16/2025	CITY MANAGER XEROX EQUI...	101-1003-43465	5.18
XEROX CORP OLD	019308943	05/16/2025	CITY MANAGER XEROX EQUI...	101-1003-43465	142.83
XEROX CORP OLD	023481359	05/16/2025	POLICE XEROX EQUIPMENT C...	101-1007-43465	216.81
XEROX CORP OLD	023481366	05/16/2025	CITY MANAGER XEROX EQUI...	101-1003-43465	177.74
AALIYAH JOJOLA	05132025	05/16/2025	REFUND FOR MAY 9-12 2025 ...	101-1099-34348	50.00
AMAZON CAPITAL SERVICES I...	1V1V-N3TD-QYNG	05/16/2025	SUPPLIES FOR OFFICE	101-1004-44606	134.78
AMAZON CAPITAL SERVICES I...	1WLD-QRVM-3QRW	05/16/2025	ANIMAL SHELTER SUPPLIES	101-1006-45607	949.78
OREILLY AUTO PARTS INC	2162-183628	05/16/2025	ROTORS {3}	101-1007-47420	720.00
BORDER RECAPING LLC BMO...	25-0268141-003	05/16/2025	245 55R18S TIRES	101-1007-47420	561.60
EWING IRRIGATION	25738662	05/16/2025	RND POINT SHOVEL W/COLLAR	101-1009-44607	91.97
EWING IRRIGATION	25738662	05/16/2025	I25-04-SS-R HUNTER 1 ULTRA ...	101-1009-44607	576.56
EWING IRRIGATION	25738662	05/16/2025	FK 72005- TINE MANURE FORK...	101-1009-44607	62.05
EWING IRRIGATION	25738662	05/16/2025	SQ POINT SHOVEL W/COLLAR	101-1009-44607	91.97
EWING IRRIGATION	25738662	05/16/2025	MWR 17LB DIGGING BAR	101-1009-44607	37.59
EWING IRRIGATION	25738662	05/16/2025	LEAF RAKE ALUM HANDLE	101-1009-44607	67.97
EWING IRRIGATION	25738662	05/16/2025	RK 10000 14IN ECONOMY WE...	101-1009-44607	52.96
EWING IRRIGATION	26011891	05/16/2025	I90-36V HUNTER 1-1/2 TURF 3...	101-1009-44607	471.70
SIERRA COUNTY SENTINEL	3773	05/16/2025	HELP WANTED ADS - FY24-25 ...	101-1004-43740	548.64
CITY UTILITIES	4/22/2025, 4/29/2025	05/16/2025	GENERAL FUND CYCLE C&D O...	101-1018-43780	8,443.60
NEW MEXICO GAS COMPANY ...	4/25/2025	05/16/2025	NM WORKFORCE CONNECTI...	101-1018-43780	90.48
NEW MEXICO GAS COMPANY ...	4/25/2025	05/16/2025	GENERAL OPEN PO FY24/25	101-1018-43780	815.37
NEW MEXICO GAS COMPANY ...	4/25/2025	05/16/2025	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	61.80
MELLOY FORD	FC25233	05/16/2025	2025 CHEVROLET EQUINOX CI...	101-1003-80810	28,725.00
EUNA SOLUTIONS INC	INV128470	05/16/2025	ANNUAL RENEWAL/SUBSCRIB...	101-1010-43770	3,200.00
LASTING PAWS PET MEMORIA...	LC10391-I-0062	05/16/2025	ANIMAL CREMATION	101-1006-48598	302.65
EQUALITY NEW MEXICO FOU...	05202025	05/21/2025	DEPOSIT & RENTAL REFUND 5...	101-1099-34348	425.00
TDS	0011389	05/23/2025	GENERAL OPEN PO FY24/25	101-1018-43780	189.95
TDS	0062366	05/23/2025	GENERAL OPEN PO FY24/25	101-1018-43780	149.00
TDS	0062374	05/23/2025	GENERAL OPEN PO FY24/25	101-1018-43780	149.00
TDS	0063562	05/23/2025	GENERAL OPEN PO FY24/25	101-1018-43780	1,344.82
TDS	0063570	05/23/2025	GENERAL OPEN PO FY24/25	101-1018-43780	434.82
TDS	0063620	05/23/2025	GENERAL OPEN PO FY24/25	101-1018-43780	434.82
TDS	0063653	05/23/2025	GENERAL OPEN PO FY24/25	101-1018-43780	600.00
TDS	0063661	05/23/2025	GENERAL OPEN PO FY24/25	101-1018-43780	434.82
TDS	0081010	05/23/2025	GENERAL OPEN PO FY24/25	101-1018-43780	223.70

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TYLER TECHNOLOGIES INC	025-508646	05/23/2025	TYLER TUTORING FINANCE, PR...	101-1004-42720	693.60
KINGS LOCKSMITH	08746	05/23/2025	ADDITIONAL KEYS FOR PARKS ...	101-1009-44607	71.50
ARENAS VALLEY ANIMAL CLIN...	100167	05/23/2025	VET SERVICES	101-1006-48598	173.76
ARENAS VALLEY ANIMAL CLIN...	100564	05/23/2025	VET SERVICES	101-1006-48598	535.88
BRADY INDUSTRIES LLC	10105592	05/23/2025	TOILET PAPER 2PLY	101-1014-44607	812.84
BRADY INDUSTRIES LLC	10105592	05/23/2025	CENTERPULL PAPER TOWELS	101-1014-44607	614.00
WINDSTREAM CORPORATION	101131348 5/19/25	05/23/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	90.40
WEX BANK	104487528 - COD	05/23/2025	FUEL USAGE FOR ACO/CODES ...	101-1008-43316	315.61
WEX BANK	104487528 - FLT	05/23/2025	FUEL OPEN PO FOR FY 2024 - ...	101-1012-43316	205.84
WEX BANK	104487528 - FM	05/23/2025	WEX BANK FUEL CARD OPEN P..	101-1014-43316	698.60
WEX BANK	104487528 - JH	05/23/2025	FUEL USED DURING TRAINING...	101-1001-43316	37.53
WEX BANK	104487528 - PD	05/23/2025	FUEL USAGE FOR PD UNITS F...	101-1007-43316	8,364.48
TURTLEBACK PEST CONTROL I...	107478	05/23/2025	TURTLEBACK PEST CONTROL S...	101-1014-43403	1,074.00
AMAZON CAPITAL SERVICES I...	19NP-TJXG-WF73	05/23/2025	TRASH BAGS, GLOVES, SANITI...	101-1009-44607	576.11
AMAZON CAPITAL SERVICES I...	19NP-TJXG-WF73	05/23/2025	SHIPPING	101-1009-44607	4.28
AMAZON CAPITAL SERVICES I...	1J3V-7LTM-QXGH	05/23/2025	JD Z994R MOWER BLADES	101-1009-44607	166.61
AMAZON CAPITAL SERVICES I...	1KKR-CCTP-WHHN	05/23/2025	OFFICE SUPPLIES	101-1003-44606	32.95
AMAZON CAPITAL SERVICES I...	1M9K-NM3M-1YH7	05/23/2025	SHIPPING	101-1009-44607	1.63
AMAZON CAPITAL SERVICES I...	1M9K-NM3M-1YH7	05/23/2025	TRASH BAGS, GLOVES, SANITI...	101-1009-44607	286.40
AMAZON CAPITAL SERVICES I...	1RXJ-1NFN-J1NT	05/23/2025	KNEE PADS AND WORK BOOTS	101-1006-44615	539.96
AMAZON CAPITAL SERVICES I...	1RXJ-1NFN-J1NT	05/23/2025	SHELTER SUPPLIES AND UNIF...	101-1006-45607	251.58
BAKER & TAYLOR INC	2038991330	05/23/2025	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	436.92
BAKER & TAYLOR INC	2039008831	05/23/2025	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	245.57
BAKER & TAYLOR INC	2039013664	05/23/2025	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	22.78
BAKER & TAYLOR INC	2039013665	05/23/2025	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	1,946.24
BAKER & TAYLOR INC	2039034084	05/23/2025	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	122.65
BAKER & TAYLOR INC	2039034085	05/23/2025	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	192.50
BAKER & TAYLOR INC	2039047004	05/23/2025	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	639.05
UNIFIRST HOLDINGS INC DBA ...	2880252959	05/23/2025	EMPLOYEE UNIFORMS FY25	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880254811	05/23/2025	EMPLOYEE UNIFORMS FY25	101-1009-42620	37.93
THE CLUB OF SIERRA COUNTY	2ND	05/23/2025	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	2,500.00
MARLIN LEASING CORPORATI...	40520552	05/23/2025	CLERK'S OFFICE OPEN PO FY2...	101-1001-43465	246.78
MARLIN LEASING CORPORATI...	40520552	05/23/2025	CITY MANAGER OPEN PO FY2...	101-1003-43465	356.58
MARLIN LEASING CORPORATI...	40520552	05/23/2025	FINANCE OFFICE OPEN PO FY...	101-1004-43465	296.14
MARLIN LEASING CORPORATI...	40520552	05/23/2025	POLICE DEPT OPEN PO FY24/...	101-1007-43465	592.28
MARLIN LEASING CORPORATI...	40520552	05/23/2025	PARKS DEPT OPEN PO FY24/25	101-1009-43465	246.78
MARLIN LEASING CORPORATI...	40520552	05/23/2025	FACILITIES DEPT OPEN PO FY...	101-1014-43465	74.04
QUILL CORPORATION	44084209	05/23/2025	BUSINESS CARDS FOR SGT RA...	101-1007-44606	9.43
QUILL CORPORATION	44123678	05/23/2025	BUSINESS CARDS FOR EXECUT...	101-1007-44606	9.43
THE CLUB OF SIERRA COUNTY	4TH	05/23/2025	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	2,500.00
BULLOCKS INC	5/1/2025 - COMSERV	05/23/2025	OPEN PO FOR RGT	101-1009-44606	112.14
CITY UTILITIES	5/13/2025	05/23/2025	GENERAL FUND OPEN PO FY2...	101-1018-43780	56.70
SIERRA JOINT OFFICE ON AGL...	5/21/2025	05/23/2025	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	8,750.00
CITY UTILITIES	5/8/2025, 5/15/2025	05/23/2025	GENERAL FUND CYCLE A&B O...	101-1018-43780	3,724.14
SILVERSKY INC	525898-SI	05/23/2025	GENERAL FUND OPEN PO FY2...	101-1018-43815	1,821.61
VALLIANT ENTERPRISES INC	5405-05	05/23/2025	COMPENSATION STUDY	101-1004-48599	3,901.41
TESTONS FREEWAY CHEVRON	6357	05/23/2025	GAS FOR ANIMAL SHELTER VE...	101-1006-43316	120.94
TESTONS FREEWAY CHEVRON	6362	05/23/2025	FUEL PURCHASES OPEN PO FY...	101-1009-43316	906.02
TESTONS FREEWAY CHEVRON	6365	05/23/2025	OPEN PO FUEL PURCHASES FY...	101-1013-43316	183.54
ARENAS VALLEY ANIMAL CLIN...	99941	05/23/2025	VET SERVICES	101-1006-48598	442.91
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	CITY CLERK'S OFFICE	101-1001-41226	158.69
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	CITY MANAGER'S OFFICE	101-1003-41226	233.90
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	FINANCE / ADMIN SERVICES	101-1004-41226	403.68
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	ANIMAL SHELTER	101-1006-41226	153.24
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	POLICE DEPT	101-1007-41226	1,215.01
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	PARKS & RECREATION	101-1009-41226	88.70
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	STREET DEPT	101-1011-41226	247.44
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	FLEET SERVICE CENTER	101-1012-41226	193.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	FACILITY MANAGEMENT	101-1014-41226	215.74
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	LIBRARY	101-1016-41226	212.40
GANNETT MEDIA CORP	0007053888	05/30/2025	LOST CHECKS FINANCE CHAR...	101-1000-43740	17.70
CHERRILLS WESTERN APPAREL	047136	05/30/2025	STEEL TOE SAFETY BOOTS OT...	101-1014-44615	200.00
CHERRILLS WESTERN APPAREL	047136	05/30/2025	STTEEL TOESAFETY BOOTS FO...	101-1014-44615	200.00
REBECA PALOMARES	05232025	05/30/2025	DEPOSIT REFUND RALPH EDW...	101-1099-34348	25.00
TURNER ENTERPRISES INC	05232025	05/30/2025	DEPOSIT REFUND CIVIC CENT...	101-1099-34348	600.00
NEAL BROWN	05232025	05/30/2025	DEPOSIT REFUND RALPH EDW...	101-1099-34348	50.00
MELISSA GARCIA	05272025	05/30/2025	DEPOSIT REFUND CIVIC CENT...	101-1099-34348	250.00
WILSON & COMPANY INC ENG...	136875	05/30/2025	ON CALL GRANT MANAGEME...	101-1010-48598	6,270.23
LUCIANO LLC DBA EP TECHNO...	1377	05/30/2025	WIRELESS INTERNET AT LOUIS...	101-1009-44607	9,967.42
STANTEC CONSULTING SERVI...	2398270	05/30/2025	DEVELOPMENT REVIEW LOVES...	101-1010-48598	620.79
STANTEC CONSULTING SERVI...	2398270 - LOVES	05/30/2025	LOVES ADDITIONAL REVIEW S...	101-1010-48598	4,534.46
THE LINE LLC	3604	05/30/2025	UNIFORM ITEMS FOR PD AND...	101-1008-42620	34.33
MATTHEW 25 FOOD PANTRY ...	5/29/2025	05/30/2025	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	1,712.50
VERIZON WIRELESS	6113559535	05/30/2025	CITY CLERK OPEN PO FY24/25	101-1001-43775	260.13
VERIZON WIRELESS	6113559535	05/30/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	249.65
VERIZON WIRELESS	6113559535	05/30/2025	FINANCE OPEN PO FY24/25	101-1004-43775	252.81
VERIZON WIRELESS	6113559535	05/30/2025	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	110.68
VERIZON WIRELESS	6113559535	05/30/2025	POLICE DEPT OPEN PO FY24/25	101-1007-43775	1,017.95
VERIZON WIRELESS	6113559535	05/30/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	57.88
VERIZON WIRELESS	6113559535	05/30/2025	PARKS DEPT OPEN PO FY24/25	101-1009-43775	136.06
VERIZON WIRELESS	6113559535	05/30/2025	COMMUNITY DEVELOPEMENT...	101-1010-43775	49.47
VERIZON WIRELESS	6113559535	05/30/2025	STREETS DEPT OPEN PO FY24/...	101-1011-43775	152.54
VERIZON WIRELESS	6113559535	05/30/2025	FLEET DEPT OPEN PO FY24/25	101-1012-43775	185.90
VERIZON WIRELESS	6113559535	05/30/2025	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	111.85
LEAVITT GROUP SOUTHWEST ...	777013	05/30/2025	NOTARY BOND FOR JOHANNA...	101-1003-43770	50.00

Fund 101 - General Total: 189,419.23

Fund: 201 - Corrections

SIERRA COUNTY TREASURER	05/01/2025	05/09/2025	HOLD OF PRISONERS FY 24-25	201-1903-48710	2,310.00
Fund 201 - Corrections Total:					2,310.00

Fund: 209 - Fire

DOCUMENT SOLUTION INC	368209	05/01/2025	FIRE DEPT SHARP OVERAGE O...	209-1603-43465	9.89
TESTONS FREEWAY CHEVRON	6329	05/09/2025	OPEN PO FOR GAS/FUEL FY 24...	209-1603-43316	138.91
XEROX CORP OLD	023481368	05/16/2025	FIRE XEROX EQUIPMENT CON...	209-1603-43465	251.62
LYNNS LANDSCAPE	2314	05/15/2025	OPEN PO FOR MONTHLY CLE...	209-1603-47415	525.62
CITY UTILITIES	4/22/2025, 4/29/2025	05/16/2025	FIRE DEPT CYCLE C&D OPEN ...	209-1603-43780	160.86
NEW MEXICO GAS COMPANY ...	4/25/2025	05/16/2025	FIRE STATION OPEN PO FY24/...	209-1603-43780	72.38
NEW MEXICO GAS COMPANY ...	4/25/2025	05/16/2025	FIRE SOUTH STATION OPEN P...	209-1603-43780	138.49
MUNICIPAL EMERGENCY SERV...	IN2255578	05/16/2025	REPAIRS TO LITTLE PAULY	209-1603-47420	178.00
MUNICIPAL EMERGENCY SERV...	IN2255578	05/16/2025	REPAIRS TO LITTLE PAULY	209-1603-47420	756.00
PETES EQUIPMENT INC	0035391	05/23/2025	DUMP TANK PARTS	209-1603-47420	2,500.00
WINDSTREAM CORPORATION	100377628 5/15/25	05/23/2025	FIRE DEPT OPEN PO FY24/25	209-1603-43775	126.13
MARLIN LEASING CORPORATI...	40520552	05/23/2025	FIRE DEPT OPEN PO FY24/25	209-1603-43465	246.78
CITY UTILITIES	5/8/2025, 5/15/2025	05/23/2025	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	306.14
TESTONS FREEWAY CHEVRON	6363	05/23/2025	OPEN PO FOR GAS/FUEL FY 24...	209-1603-43316	445.07
VERIZON WIRELESS	6113559535	05/30/2025	FIRE DEPT OPEN PO FY24/25	209-1603-43775	129.01
MUNICIPAL EMERGENCY SERV...	IN2259942	05/30/2025	CAN HARNESS FOR EXTINGUI...	209-1603-44615	390.00
MUNICIPAL EMERGENCY SERV...	IN2259942	05/30/2025	BRACKET HEAVY DUTY VEHICL...	209-1603-44615	390.00
MUNICIPAL EMERGENCY SERV...	IN2259942	05/30/2025	EXT. 2.5 GAL PRESSURIZED W...	209-1603-44615	1,135.00

Fund 209 - Fire Total: 7,899.90

Fund: 211 - Law Enforce Prot

NM DEPT OF PUBLIC SAFETY T...	2025-A456	05/01/2025	CERT BY WAIVER TUITION, R...	211-2003-42535	1,200.00
GOLDEN WEST INDUSTIRAL S...	2131364	05/01/2025	NITRILE GLOVES	211-2003-47420	1,166.78
POLICE DEPARTMENT BANK O...	4660082	05/01/2025	LODGING FOR LOCAL GOVER...	211-2003-42535	535.53
MORNING STAR SPORTS LLC	67385	05/01/2025	PD BIKE TUNE-UP	211-2003-47420	45.00
PATRICK Z HANEY	0275	05/09/2025	RADAR UNITS INSTALLATION ...	211-2003-80810	1,868.91
AMAZON CAPITAL SERVICES I...	1WHL-Q7P4-T3NQ	05/09/2025	DRI VEST FOR OFFICER UNIFO...	211-2003-44573	119.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO PARTS LLC	334751	05/09/2025	COMPRESSOR/ACSWITCH/BA...	211-2003-47420	408.41
SIERRA AUTO PARTS LLC	334752	05/09/2025	COMPRESSOR/ACSWITCH/BA...	211-2003-47420	349.72
SIERRA AUTO PARTS LLC	334753	05/09/2025	COMPRESSOR/ACSWITCH/BA...	211-2003-47420	519.03
SIERRA AUTO PARTS LLC	334847	05/09/2025	MAINTENANCE ON PD UNITS	211-2003-47420	162.85
SIERRA AUTO PARTS LLC	334848	05/09/2025	MAINTENANCE ON UNIT 2094...	211-2003-47420	298.53
SIERRA AUTO PARTS LLC	335599	05/09/2025	WINDSHIELD WIPERS (4), REAR...	211-2003-47420	19.98
SIERRA AUTO PARTS LLC	335600	05/09/2025	WINDSHIELD WIPERS (4), REAR...	211-2003-47420	26.79
SIERRA AUTO PARTS LLC	335601	05/09/2025	WINDSHIELD WIPERS (4), REAR...	211-2003-47420	174.86
THE LINE LLC	81836	05/09/2025	GEAR FOR OFFICER RAMIREZ	211-2003-44573	205.06
GOLDEN WEST INDUSTRIAL S...	2131490	05/16/2025	NITRILE GLOVES FOR OPERAT...	211-2003-47420	593.40
OREILLY AUTO PARTS INC	2162-183628	05/16/2025	BRAKE PADS (3)	211-2003-47420	493.16
OREILLY AUTO PARTS INC	2162-184387	05/23/2025	OIL SERVICE PARTS FOR TAHO...	211-2003-80810	224.05
THE LINE LLC	3591	05/23/2025	UNIFORM ITEMS & FIREARMS...	211-2003-44573	16.94
THE LINE LLC	3591	05/23/2025	UNIFORM ITEMS & FIREARMS...	211-2003-80810	90.96
THE LINE LLC	3597	05/23/2025	FOX OC SPRAY FOR OFFICERS	211-2003-80810	486.00
THE LINE LLC	3599	05/23/2025	UNIFORM ITEMS FOR OFFICER	211-2003-44573	71.40
THE LINE LLC	3600	05/23/2025	UNIFORM ITEMS FOR OFFICER...	211-2003-44573	72.80
THE LINE LLC	3604	05/30/2025	UNIFORM ITEMS FOR PD AND...	211-2003-44573	111.87
THE LINE LLC	3605	05/30/2025	UNIFORM ITEMS FOR SGT RA...	211-2003-44573	130.00
Fund 211 - Law Enforce Prot Total:					9,391.03

Fund: 214 - Lodgers Tax

GERONIMO TRAIL SCENIC BY...	04/24/2025	05/01/2025	OPEN PO FOR LODGERS TAX ...	214-2560-60725	113.79
GERONIMO TRAIL SCENIC BY...	04/25/2025	05/01/2025	STATEWIDE BROCHURE DISTR...	214-2540-60725	31.00
SIERRA COUNTY ARTS COUNCIL	04/30/2025	05/01/2025	MARKETING T OR C & SIERRA ...	214-2560-60725	2,243.58
INTEGRATED ENVIRONMENTA...	427	05/01/2025	RENT/CAM CHARGES FOR CO...	214-2540-43466	1,875.26
INTEGRATED ENVIRONMENTA...	439	05/01/2025	RENT/CAM CHARGES FOR CO...	214-2540-43466	1,875.26
GERONIMO TRAIL SCENIC BY...	05/02/2025	05/09/2025	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
RUANNA WALDRUM	20	05/16/2025	WEBSITE/ MULTI-MEDIA UPD...	214-2540-60725	2,984.14
MAINSTREET TRUTH OR CONS...	5/12/2025	05/16/2025	T OR C ANNUAL FIESTA FY 24...	214-2560-60725	26,839.84
SIERRA COUNTY ROCK & GEM...	5/12/25	05/16/2025	OPEN PO FOR LODGERS TAX ...	214-2560-60725	4,329.83
SIERRA COUNTY ROCK & GEM...	5/14/25	05/16/2025	APPLICATION #2 ROCK & GEM...	214-2560-60725	3,396.63
VETERANS MEMORIAL TRUST ...	9	05/16/2025	OPEN PO FOR LODGERS TAX ...	214-2560-60725	319.31
SUNNY 505	003237	05/23/2025	TAX	214-2503-47406	764.23
SUNNY 505	003237	05/23/2025	ADVERTISING AND MARKETI...	214-2503-47406	9,125.00
SUNNY 505	003291	05/23/2025	ADVERTISING AND MARKETI...	214-2503-47406	12,081.25
SUNNY 505	003291	05/23/2025	TAX	214-2503-47406	1,011.83
SUNNY 505	003360	05/23/2025	ADVERTISING AND MARKETI...	214-2503-47406	10,755.00
SUNNY 505	003360	05/23/2025	TAX	214-2503-47406	900.74
RUANNA WALDRUM	21 / 0001653	05/23/2025	WEBSITE/ MULTI-MEDIA UPD...	214-2540-60725	1,034.73
MAINSTREET TRUTH OR CONS...	5/19/2025	05/23/2025	NM FIELD GUIDE SECOND SA...	214-2560-60725	2,132.64
GERONIMO TRAIL SCENIC BY...	5/22/2025	05/23/2025	OPEN PO FOR LODGERS TAX ...	214-2560-60725	141.01
VETERANS MEMORIAL TRUST ...	10 - 5/28/2025	05/30/2025	OPEN PO FOR LODGERS TAX ...	214-2560-60725	319.31
INTEGRATED ENVIRONMENTA...	445	05/30/2025	RENT/CAM CHARGES FOR CO...	214-2540-43466	1,923.01
SIERRA COUNTY SHERIFFS PO...	5/23/2025	05/30/2025	2025 FIESTA RODEO	214-2560-60725	4,000.00
MAINSTREET TRUTH OR CONS...	5/28 & 5/29/2025	05/30/2025	REDEFINE MARKETING CAMPA...	214-2503-47406	22,491.32
MAINSTREET TRUTH OR CONS...	5/28 & 5/29/2025	05/30/2025	REDEFINE MARKETING CAMPA...	214-2560-60725	21,839.26
MAINSTREET TRUTH OR CONS...	5/28/2025	05/30/2025	ULTRA RUNNER MAGAZINE T ...	214-2560-60725	1,730.00
MAINSTREET TRUTH OR CONS...	5/29/2025	05/30/2025	OPEN PO FOR LODGERS TAX S...	214-2540-60725	15,000.00
VERIZON WIRELESS	6113559535	05/30/2025	PUBLIC INFO OFFICER OPEN P...	214-2540-43775	114.17
Fund 214 - Lodgers Tax Total:					149,838.81

Fund: 216 - Muni Street

BORDER RECAPING LLC BMO...	25-0262454-003	05/01/2025	TIRES FOR ROLLER	216-4503-47420	3,349.50
UNIFIRST HOLDINGS INC DBA ...	2880245983	05/01/2025	EMPLOYEE UNIFORMS - FY 24 ...	216-4503-42620	59.72
DOCUMENT SOLUTION INC	367307	05/01/2025	STREET DEPT SHARP OVERAGE...	216-4503-43465	23.17
RJ BORDER INTERNATIONAL	V400001237	05/01/2025	2025 INTERNATIONAL CV 515...	216-4503-80845	98,757.43
WILSON & COMPANY INC ENG...	136254	05/06/2025	PROFESSIONAL ENG DESIGN S...	216-7026-48598	1,373.51
SUN VALLEY INC	180118/6	05/09/2025	WHEELBARROW	216-4503-44607	132.99
SUN VALLEY INC	180269/6	05/09/2025	PAINT SUPPLIES	216-4503-43550	28.09
SUN VALLEY INC	180295/6	05/09/2025	PAINT QUOTE X2	216-4503-43550	82.05
SIERRA AUTO PARTS LLC	335037	05/09/2025	RATCHET STRAPS FOR TRAILER...	216-4503-44607	248.74

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO PARTS LLC	335390	05/09/2025	TAIL LIGHT REPLACEMENT ON...	216-4503-47420	44.73
TESTONS FREEWAY CHEVRON	6327	05/09/2025	GAS/DIESEL FUEL PURCHASES...	216-4503-43316	967.52
PETES EQUIPMENT INC	0035499	05/16/2025	ELGIN MOTOR MOUNT	216-4503-47420	656.51
UNIFIRST HOLDINGS INC DBA ...	2880250521	05/16/2025	EMPLOYEE UNIFORMS - FY 24 ...	216-4503-42620	59.72
MARLIN LEASING CORPORATI...	40515815	05/16/2025	STREET DEPT SHARP EQUIPM...	216-4503-43465	198.07
B & H OIL COMPANY	5/1/2025 ST	05/16/2025	DIESEL- OPEN PO FY 24/25	216-4503-43316	867.56
INTERWEST SAFETY SUPPLY LLC	92497	05/16/2025	NEW UPDATED STREET SIGNS ...	216-4503-43550	5,522.20
WAGNER EQUIPMENT CO	P12C0498702	05/16/2025	BELT/ STEP ASSEMBLY	216-4503-47420	204.39
WEX BANK	104487528 - ST	05/23/2025	UNLEADED/DIESEL FUEL PUR...	216-4503-43316	41.52
DOCUMENT SOLUTION INC	371407	05/23/2025	STREET DEPT SHARP OVERAGE..	216-4503-43465	3.74
NVS INC	448955	05/23/2025	ENGINEERING SERVICES DOWN...	216-7018-48598	12,746.49
TESTONS FREEWAY CHEVRON	6361	05/23/2025	GAS/DIESEL FUEL PURCHASES...	216-4503-43316	504.10
UNIFIRST HOLDINGS INC DBA ...	2880252966	05/30/2025	EMPLOYEE UNIFORMS - FY 24 ...	216-4503-42620	59.72
UNIFIRST HOLDINGS INC DBA ...	2880254813	05/30/2025	EMPLOYEE UNIFORMS - FY 24 ...	216-4503-42620	59.72
RONALD W HOSKINS JR DBA ...	5/27/2025 QUOTE 101	05/30/2025	MANHOLE	216-4503-43550	406.43
TOOLS PLUS INDUSTRIES	51593	05/30/2025	HEAVY DUTY SIGN STANDS	216-4503-44615	1,308.00
BARTOO SAND & GRAVEL INC	M49693	05/30/2025	HOTMIX- WATER CUTS	216-4503-43550	8,916.54
Fund 216 - Muni Street Total:					136,622.16
Fund: 294 - State Library					
DOCUMENT SOLUTION INC	368209	05/01/2025	LIBRARY SHARP OVERAGE OP...	294-5003-43465	45.41
BLACKSTONE AUDIO INC	109934644	05/16/2025	FLAT RATE MP6/MONTHLY 7/...	294-5003-60834	1,512.00
BLACKSTONE AUDIO INC	109934644	05/16/2025	FLAT RATE CD3 / MONTHLY - ...	294-5003-60834	1,980.00
TDS	0059024	05/23/2025	INTERNET SERVICE LIBRARY O...	294-5003-60834	99.95
MARLIN LEASING CORPORATI...	40520552	05/23/2025	LIBRARY OPEN PO FY24/25	294-5003-43465	320.82
VERIZON WIRELESS	6113559535	05/30/2025	LIBRARY OPEN PO FY24/25	294-5003-43775	169.42
Fund 294 - State Library Total:					4,127.60
Fund: 295 - Muni Pool					
JR AQUATIC SERVICES LLC	478	05/09/2025	INCREASE FOR ADDITIONAL ...	295-4803-43403	2,560.00
JR AQUATIC SERVICES LLC	478	05/09/2025	TRAVEL CHARGE	295-4803-43403	250.00
NMED ENVIRONMENTAL HEA...	5/13/2025	05/13/2025	OPERATING PERMIT RENEWAL...	295-4803-43403	150.00
CITY UTILITIES	4/22/2025, 4/29/2025	05/16/2025	POOL CYCLE C&D OPEN PO F...	295-4803-43780	931.13
NEW MEXICO GAS COMPANY ...	4/25/2025	05/16/2025	SWIMMING POOL OPEN PO F...	295-4803-43780	33.29
MARLIN LEASING CORPORATI...	40520552	05/23/2025	POOL OPEN PO FY24/25	295-4803-43465	49.36
VERIZON WIRELESS	6113559535	05/30/2025	POOL OPEN PO FY24/25	295-4803-43775	70.14
Fund 295 - Muni Pool Total:					4,043.92
Fund: 296 - PD GRT					
SIRCHIE ACQUISITION CO LLC	0691704-IN	05/09/2025	EVIDENCE COLLECTION AND S...	296-2403-43999	177.66
PUBLIC SAFETY PSYCHOLOGIC...	075-039	05/09/2025	PRE-ASSESSMENT PSYCHOLOG...	296-2403-48598	746.82
ROBIS ELECTIONS INC	11578	05/16/2025	SPECIAL ELECTION MATERIALS...	296-2403-43740	5,572.10
Fund 296 - PD GRT Total:					6,496.58
Fund: 299 - SPECIAL REVENUE FUNDS					
APPLIED CONCEPTS	456379	05/01/2025	STALKER RADAR UNITS	299-7047-44607	31,930.00
ARENAS VALLEY ANIMAL CLIN...	100408	05/16/2025	BEST FRIENDS MEDICAL FUND	299-7051-48710	146.48
Fund 299 - SPECIAL REVENUE FUNDS Total:					32,076.48
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	100550724 5/15/25	05/23/2025	VETERANS WALL OPEN PO FY...	303-4703-43775	245.44
Fund 303 - Vet Wall Total:					245.44
Fund: 304 - Senior Grants					
ARMUOS CASA BONITA	45772	05/06/2025	WINDOW REPLACEMENT AND ..	304-4903-43403	18,403.12
MELLOY CHEVROLET	FD24185	05/06/2025	2024 DODGE DURANGO AWD...	304-7046-80810	42,761.00
LIM BUILDING SERVICES	4/4/25	05/23/2025	MINI SPLIT SYSTEM AND INST...	304-4903-43403	5,425.00
CHALMERS FORD INC.	701625	05/30/2025	2025 FOR F150 1/2 TON WITH...	304-7039-80810	31,617.00
CHALMERS FORD INC.	701625	05/30/2025	2025 FOR F150 1/2 TON WITH...	304-7049-80810	51,554.50
TALON SEPTIC & POTTY SERVI...	12515	05/30/2025	SERVICE/MAINTENANCE GRE...	304-4903-43403	4,529.88
Fund 304 - Senior Grants Total:					154,290.50
Fund: 305 - CI Gen					
NCA ARCHITECTS PA	17326	05/23/2025	PROFESSIONAL SERVICES ANI...	305-7029-80805	24,428.95

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NCA ARCHITECTS PA	17349	05/23/2025	PROFESSIONAL SERVICES ANI...	305-7029-80805	5,637.45
Fund 305 - CI Gen Total:					30,066.40
Fund: 312 - R&R Airport					
DELTA AIRPORT CONSULTANT...	CA-8	05/09/2025	REHAB TERM APRON BIDDING...	312-7024-47415	29,500.01
DELTA AIRPORT CONSULTANT...	CA-9 - FINAL	05/30/2025	REHAB TERM APRON BIDDING...	312-7024-47415	95,163.29
Fund 312 - R&R Airport Total:					124,663.30
Fund: 314 - CDBG					
WILSON & COMPANY INC ENG...	136658	05/16/2025	T OR C COMPREHENSIVE PLAN..	314-7030-48598	27,013.47
Fund 314 - CDBG Total:					27,013.47
Fund: 315 - CI Reserve					
WILSON & COMPANY INC ENG...	136351	05/06/2025	SYSTEM REDUNDANCY & HYD...	315-7027-48598	112,992.36
Fund 315 - CI Reserve Total:					112,992.36
Fund: 340 - ROAD/STREET PROJECTS					
WILSON & COMPANY INC ENG...	136237	05/06/2025	PERSHING ST/2ND ST RECONS...	340-7031-43550	5,422.45
WILSON & COMPANY INC ENG...	136237	05/06/2025	PERSHING ST/2ND ST RECONS...	340-7031-45600	1,807.50
Fund 340 - ROAD/STREET PROJECTS Total:					7,229.95
Fund: 380 - OTHER STATE FUNDED PROJECTS					
WILSON & COMPANY INC ENG...	136353	05/06/2025	WA SYSTEM IMPROVEMENTS ...	380-7034-80860	49,122.44
MRWM LANDSCAPE ARCHITE...	25-02068	05/23/2025	NMGR @ 7.875%	380-7020-48598	282.28
MRWM LANDSCAPE ARCHITE...	25-02068	05/23/2025	T OR C GREAT BLOCKS-FOCH S...	380-7020-48598	3,702.05
MRWM LANDSCAPE ARCHITE...	25-04086	05/23/2025	T OR C GREAT BLOCKS-FOCH S...	380-7020-48598	8,832.24
MRWM LANDSCAPE ARCHITE...	25-04086	05/23/2025	NMGR @ 7.875%	380-7020-48598	673.46
LANDSCAPE FORMS INC	0000431752	05/30/2025	COLLECT LITTER RECEPTACLE	380-7033-44607	4,913.07
LANDSCAPE FORMS INC	0000431752	05/30/2025	SHIPPING	380-7033-44607	1,000.00
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					68,525.54
Fund: 403 - Pledge State DEBT SERVICE					
BANK OF THE SOUTHWEST	05/07/2025	05/07/2025	MTHLY INTEREST PYMTS	403-1203-90910	5,388.32
NEW MEXICO FINANCE AUTH...	5/7/2025	05/07/2025	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	5/7/2025	05/07/2025	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.73
NEW MEXICO FINANCE AUTH...	5/7/2025	05/07/2025	NMFA LOAN PYMT PPRF-5652	403-1203-12952	15,438.95
NEW MEXICO FINANCE AUTH...	5/7/2025	05/07/2025	NMFA LOAN PYMT DW 4794	403-1203-90905	2,572.83
BANK OF THE SOUTHWEST	5/7/2025	05/07/2025	INTEREST PAYMENTS WISPI 2 ...	403-1203-90910	44.42
NEW MEXICO FINANCE AUTH...	5/7/2025	05/07/2025	NMFA LOAN PYMT DW 4794	403-1203-90925	125.00
CAPITAL ONE PUBLIC FUNDING	0015422021	05/09/2025	CAPITAL ONE LOAN PMT PRIN...	403-1203-90905	110,000.00
CAPITAL ONE PUBLIC FUNDING	0015422021	05/09/2025	CAPITAL ONE LOAN PMT INTE...	403-1203-90910	4,345.00
Fund 403 - Pledge State DEBT SERVICE Total:					146,203.83
Fund: 501 - Cemetary					
CITY UTILITIES	5/8/2025, 5/15/2025	05/23/2025	CEMETARY CYCLE A&B OPEN ...	501-1803-43780	890.23
Fund 501 - Cemetary Total:					890.23
Fund: 502 - UTILITY OFFICE-UTILITY BILLING					
DOCUMENT SOLUTION INC	368209	05/01/2025	UTILITY OFFICE SHARP OVERA...	502-3601-43465	75.07
POSTMASTER	4/29/2025	05/01/2025	POSTAGE CITY MAIL FY 24/25	502-3601-43735	10,000.00
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	UTILITY OFFICE	502-3601-41226	197.33
XEROX CORP OLD	023481367	05/16/2025	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	384.50
CITY UTILITIES	4/22/2025, 4/29/2025	05/16/2025	UTILITY BILLING OFFICE CYCLE...	502-3601-43780	328.46
MARLIN LEASING CORPORATI...	40520552	05/23/2025	UTILITY OFFICE OPEN PO FY2...	502-3601-43465	394.86
TESTONS FREEWAY CHEVRON	6360	05/23/2025	UTILITY OFFICE GAS & OIL 24/...	502-3601-43316	66.95
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	UTILITY OFFICE	502-3601-41226	197.33
VERIZON WIRELESS	6113559535	05/30/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43775	193.40
SPECTRUM NEW MEXICO LLC ...	IC-25-8307	05/30/2025	10,000 #9 RETURN & 20,000 #...	502-3601-43740	3,585.12
Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:					15,423.02
Fund: 503 - Electric					
MIKE TORRES DBA CD TECHN...	1065	05/01/2025	IT SERVICE ELECTRIC DEPT OP...	503-3702-48598	568.44
DOCUMENT SOLUTION INC	368209	05/01/2025	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	15.91
WESTERN UNITED ELECTRIC	6137634	05/01/2025	RUBBER GLOVE BLANKET CL...	503-3702-44615	80.16
WESTERN UNITED ELECTRIC	6137833	05/01/2025	CROSSARM 3 3/4X4 END PLATE	503-3702-44607	5,797.00
WESTERN UNITED ELECTRIC	6137833	05/01/2025	BARBED STAPLE 1 3/4"	503-3702-44607	464.01

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WESTERN UNITED ELECTRIC	6138345	05/01/2025	40FT POLE MEASURING STICK	503-3702-44615	754.00
WESTERN UNITED ELECTRIC	6139038	05/01/2025	CROSSARM WOOD BRACE	503-3702-44607	870.50
WESTERN UNITED ELECTRIC	6139512	05/01/2025	BLANKET TESTING SERVICE	503-3702-44615	22.00
WESTERN UNITED ELECTRIC	6139512	05/01/2025	BLANKET CLASS 4 22X22	503-3702-44615	276.12
WESTERN UNITED ELECTRIC	6139873	05/01/2025	SALCOR BLANKET 22X22 ORW...	503-3702-44615	501.84
OHM ELECTRIC	0000405	05/09/2025	50 AMP PLUGS FOR FIESTA- E...	503-3702-47415	1,314.34
TRIPLE H SOLAR LLC	0397	05/09/2025	ENGINEERING SERVICES- OPEN...	503-3702-48598	3,520.00
CHERRILLS WESTERN APPAREL	047127	05/09/2025	JEANS-BO EASLEY	503-3702-42620	222.00
THE WELDING SHOP	05/05/2025	05/09/2025	REPAIR FIRE DEPT. SIGN BASE	503-3702-47415	675.00
AMAZON CAPITAL SERVICES I...	13RH-P4G9-WR3Y	05/09/2025	ICE MACHINE- ELECTRIC	503-3702-44613	38.80
AMAZON CAPITAL SERVICES I...	1G67-7VCQ-XYW9	05/09/2025	ICE MACHINE- ELECTRIC	503-3702-44613	479.98
SIERRA AUTO PARTS LLC	335066	05/09/2025	FILTERS/BRAKES/REFLEX TRU...	503-3702-47420	293.08
SIERRA AUTO PARTS LLC	335344	05/09/2025	FILTERS/TRANS HOSE FOR 20...	503-3702-47420	273.01
JESSICA MULLER DBA FREED...	4622679	05/09/2025	TINT- ELECTRIC BACKHOE, 616...	503-3702-47420	1,040.00
WESTERN UNITED ELECTRIC	6140675	05/09/2025	15KVA 1 PHASE CSP POLE 120...	503-3702-44607	5,772.15
TESTONS FREEWAY CHEVRON	6330	05/09/2025	GAS/DIESEL FUEL PURCHASES-	503-3702-43316	1,631.39
B&D INDUSTRIES INC	8251401/2	05/09/2025	NMGRT	503-3702-47415	6,595.31
B&D INDUSTRIES INC	8251401/2	05/09/2025	POLE REPLACEMENT	503-3702-47415	78,750.00
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	ELECTRIC DEPT	503-3702-41226	421.14
TRI STATE GENERATION & TR...	1040001	05/16/2025	POWER SERVICE- OPEN PO FY...	503-3702-50795	37,498.86
4 RIVERS EQUIPMENT	1771408	05/16/2025	2024 JOHN DEERE 320P BACK...	503-3702-80810	128,016.08
CITY UTILITIES	4/22/2025, 4/29/2025	05/16/2025	ELECTRIC DEPT CYCLE C&D O...	503-3702-43780	4,982.68
NEW MEXICO GAS COMPANY ...	4/25/2025	05/16/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	45.96
IRON MAN CONSTRUCTION	5/12/2025	05/16/2025	TREAD PIPE- ALUMINUM POLE...	503-3702-47415	400.00
SIERRA ELECTRIC COOP INC	5/2/2025	05/16/2025	MIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	576.84
SIERRA ELECTRIC COOP INC	5/8/2025	05/16/2025	POWER SERVICES-OPEN PO FY...	503-3702-50795	197,992.34
VERIZON WIRELESS	6112583121	05/16/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	52.49
LANDIS+GYR TECHNOLOGY INC	904097-18	05/16/2025	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,630.00
TDS	0063638	05/23/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	434.82
VILLAGE OF WILLIAMSBURG	05/21/2025	05/23/2025	FRANCHISE TAX FY 2024 - 202...	503-3702-45796	4,349.29
ZIA ELECTRICAL PRODUCTS	19027	05/23/2025	FORM 16S RXRS4X METER WI...	503-3702-44607	3,480.00
ZIA ELECTRICAL PRODUCTS	19027	05/23/2025	FORM 2S FAXe METER WITH RF	503-3702-44607	13,754.00
ZIA ELECTRICAL PRODUCTS	19028	05/23/2025	FOCUS 2S FAX METER RF	503-3702-44607	13,754.00
BUREAU OF LAND MANAGEM...	2025041081	05/23/2025	RIGHT OF WAY COMMUNICAT...	503-3702-43770	296.29
MARLIN LEASING CORPORATI...	40520552	05/23/2025	ELECTRIC DEPT OPEN PO FY2...	503-3702-43465	123.40
CITY UTILITIES	5/13/2025	05/23/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	47.25
CITY UTILITIES	5/8/2025, 5/15/2025	05/23/2025	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	245.58
SILVERSKY INC	525898-SI	05/23/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43815	140.12
TESTONS FREEWAY CHEVRON	6364	05/23/2025	GAS/DIESEL FUEL PURCHASES-	503-3702-43316	1,380.66
WESTERN AREA POWER ADM...	JJPB1798A0425	05/23/2025	BASE DEMAND & BASE ENER...	503-3702-50795	42,429.96
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	ELECTRIC DEPT	503-3702-41226	421.14
FULL SEND LINEWORK LLC	1514	05/30/2025	STEEL POLE REPLACEMENT- E...	503-3702-47415	26,038.18
TRANSMISSION & DISTRIBUTI...	16875	05/30/2025	EL DISTRIBUTION SYSTEM ST...	503-3702-48598	57,246.70
QUILL CORPORATION	44167317	05/30/2025	OFFICE SUPPLIES- ELECTRIC	503-3702-44606	19.20
QUILL CORPORATION	44179995	05/30/2025	OFFICE SUPPLIES- ELECTRIC	503-3702-44606	553.85
QUILL CORPORATION	44191266	05/30/2025	OFFICE SUPPLIES- ELECTRIC	503-3702-44606	22.15
VERIZON WIRELESS	6113559535	05/30/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	193.94
WESTERN UNITED ELECTRIC	6142597	05/30/2025	25 KVA 1 PHASE CSP POLE 120...	503-3702-44607	2,604.67

Fund 503 - Electric Total: 649,106.63

Fund: 504 - Water

MIKE TORRES DBA CD TECHN...	1065	05/01/2025	IT SERVICE WATER DEPT OPEN...	504-3803-48598	568.43
WATER BANK OF AMERICA	516026	05/01/2025	6 PAIRS OF PANTS	504-3803-42620	299.94
WATER BANK OF AMERICA	516026	05/01/2025	WORK BOOTS	504-3803-44615	119.99
SMITHCO CONSTRUCTION INC	595-24-019	05/01/2025	HYDRANT INSTALLATION AND...	504-3803-47415	7,586.25
USA BLUEBOOK	INV00651537	05/01/2025	PPE FOR WATER AND WASTE...	504-3803-44615	306.92
NM WATER & WASTEWATER ...	NM19104 TIM HANNA	05/01/2025	ANNUAL DUES FOR TIM HAN...	504-3803-43770	80.00
RJ BORDER INTERNATIONAL	X400123311.01	05/01/2025	AIR FILTER	504-3803-47421	174.86
RJ BORDER INTERNATIONAL	X400123311.01	05/01/2025	AIR FILTER	504-3803-47421	191.90
RJ BORDER INTERNATIONAL	X400123311.01	05/01/2025	VALVE, PARKING BREAK	504-3803-47421	265.83
RJ BORDER INTERNATIONAL	X400123311.01	05/01/2025	FUEL FILTER	504-3803-47421	120.44

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RJ BORDER INTERNATIONAL	X400123311.01	05/01/2025	OIL FILTER	504-3803-47421	112.74
PVS DX INC	747000008-25	05/06/2025	OPEN PO FOR CHLORINE FY24...	504-3803-44605	1,492.17
PVS DX INC	DE74000017-25	05/06/2025	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
PVS DX INC	DE74000087-25	05/06/2025	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
PVS DX INC	DE74000156-25	05/06/2025	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
PVS DX INC	DE74000805-24	05/06/2025	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
TAXATION AND REVENUE	05/07/2025	05/09/2025	WATER CONSERVATION FEE FY...	504-3803-43797	1,241.50
AMAZON CAPITAL SERVICES I...	1XGH-P14D-NW9K	05/09/2025	PIPE LOCATOR	504-3803-44607	2,657.25
AMAZON CAPITAL SERVICES I...	1XGH-P14D-NW9K	05/09/2025	BINDERS	504-3803-44607	30.95
AMAZON CAPITAL SERVICES I...	1XGH-P14D-NW9K	05/09/2025	LENS CLEANERS FOR SAFETY G...	504-3803-44607	11.71
AMAZON CAPITAL SERVICES I...	1XGH-P14D-NW9K	05/09/2025	RUBBER GASKETS FOR JACK H...	504-3803-44607	8.44
AMAZON CAPITAL SERVICES I...	1XGH-P14D-NW9K	05/09/2025	METAL CLIPBOARDS FOR FIELD...	504-3803-44607	136.13
AMAZON CAPITAL SERVICES I...	1XGH-P14D-NW9K	05/09/2025	SHOP RAGS	504-3803-44607	38.24
SIERRA AUTO PARTS LLC	335137	05/09/2025	CABIN AIR FILTER	504-3803-47420	11.18
SIERRA AUTO PARTS LLC	335137	05/09/2025	ENGINE OIL FILTER	504-3803-47420	4.32
SIERRA AUTO PARTS LLC	335137	05/09/2025	AIR FILTER	504-3803-47420	18.59
SIERRA AUTO PARTS LLC	335389	05/09/2025	PARTS FOR OIL CHANGE	504-3803-47421	15.03
SIERRA AUTO PARTS LLC	335414	05/09/2025	XBO CRIMPS	504-3803-47420	16.00
SIERRA AUTO PARTS LLC	335414	05/09/2025	HYD FITTINGS	504-3803-47420	33.98
TESTONS FREEWAY CHEVRON	6325	05/09/2025	OPEN PO FOR FUEL FOR WAT...	504-3803-43316	1,215.27
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	WATER DEPT	504-3803-41226	304.32
FERGUSON ENTERPRISES LLC	1580210	05/16/2025	OPEN PO FOR WATER SUPPLIES	504-3803-44607	1,818.48
SUN VALLEY INC	179906/6	05/16/2025	OPEN PO FOR APRIL 2025	504-3803-44607	52.71
SUN VALLEY INC	179972/6	05/16/2025	OPEN PO FOR APRIL 2025	504-3803-44607	22.31
SUN VALLEY INC	179994/6	05/16/2025	OPEN PO FOR APRIL 2025	504-3803-44607	40.37
SUN VALLEY INC	180020/6	05/16/2025	OPEN PO FOR APRIL 2025	504-3803-44607	25.86
SUN VALLEY INC	180027/6	05/16/2025	OPEN PO FOR APRIL 2025	504-3803-44607	16.14
SUN VALLEY INC	180062/6	05/16/2025	OPEN PO FOR APRIL 2025	504-3803-44607	7.96
SUN VALLEY INC	180071/6	05/16/2025	OPEN PO FOR APRIL 2025	504-3803-44607	5.99
SUN VALLEY INC	180124/6	05/16/2025	OPEN PO FOR APRIL 2025	504-3803-44607	2.99
SUN VALLEY INC	180271/6	05/16/2025	OPEN PO FOR APRIL 2025	504-3803-44607	7.01
CITY UTILITIES	4/22/2025, 4/29/2025	05/16/2025	WATER DEPT CYCLE C&D OP...	504-3803-43780	13,541.98
NEW MEXICO GAS COMPANY ...	4/25/2025	05/16/2025	WATER DEPT OPEN PO FY24/...	504-3803-43780	121.34
B & H OIL COMPANY	5/1/2025 WA	05/16/2025	OPEN PO FY 24-25 FUEL WTR ...	504-3803-43316	176.63
PVS DX INC	74000802-25	05/16/2025	OPEN PO FOR CHLORINE FY24...	504-3803-44605	1,492.17
BAKER UTILITY SUPPLY CORP	INV332919	05/16/2025	METER AND METERCAN STOCK	504-3803-44607	9,972.00
BAKER UTILITY SUPPLY CORP	INV333065	05/16/2025	METER AND METERCAN STOCK	504-3803-44607	528.00
TDS	0063687	05/23/2025	WATER DEPT OPEN PO FY24/...	504-3803-43780	434.82
VILLAGE OF WILLIAMSBURG	05/21/2025	05/23/2025	FRANCHISE TAX FY 2024 - 202...	504-3803-45796	1,099.11
WEX BANK	104487528 - GW	05/23/2025	W/WW- WEX FUEL FOR TRAV...	504-3803-43316	27.00
MARLIN LEASING CORPORATI...	40520552	05/23/2025	WATER DEPT OPEN PO FY24/...	504-3803-43465	49.36
BULLOCKS INC	5/1/2025 - WAWW	05/23/2025	OPEN PO FOR APRIL 2025	504-3803-44607	25.81
CITY UTILITIES	5/8/2025, 5/15/2025	05/23/2025	WATER DEPT CYCLE A&B OPEN...	504-3803-43780	398.18
SILVERSKY INC	525898-SI	05/23/2025	WATER DEPT OPEN PO FY24/...	504-3803-43815	140.12
TESTONS FREEWAY CHEVRON	6358	05/23/2025	OPEN PO FOR FUEL FOR WAT...	504-3803-43316	1,485.86
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	WATER DEPT	504-3803-41226	304.32
NEWGEN STRATEGIES AND SO...	21263	05/30/2025	WA/WW COMPREHENSIVE SE...	504-3803-48598	943.87
VERIZON WIRELESS	6113559535	05/30/2025	WATER DEPT OPEN PO FY24/...	504-3803-43775	262.71
Fund 504 - Water Total:					50,465.48

Fund: 505 - Solid Waste

MIKE TORRES DBA CD TECHN...	1065	05/01/2025	IT SERVICE SANITATION DEPT ...	505-3904-48598	568.44
DOCUMENT SOLUTION INC	368209	05/01/2025	SANITATION DEPTSHARP OVE...	505-3904-43465	29.09
CITY OF LAS CRUCES	108935	05/09/2025	SCSWA WASTE DISPOSAL	505-3904-45601	60,432.23
4 RIVERS EQUIPMENT	1773841	05/09/2025	WBULE-82-BOE CUTTING EDG...	505-3904-47420	1,153.07
SUN VALLEY INC	179914/6	05/09/2025	426845- 3/4" 90D SCH40 PVC ...	505-3904-44607	3.56
SUN VALLEY INC	179914/6	05/09/2025	496855 SOLVENT CEMENT KIT	505-3904-44607	12.99
SUN VALLEY INC	179914/6	05/09/2025	DISCOUNT	505-3904-44607	-0.83
ART GLASS INC	314828	05/09/2025	TRIP CHARGE TO MEASURE W...	505-3904-43403	340.40
SIERRA AUTO PARTS LLC	334710	05/09/2025	AIR FILTER	505-3904-47420	12.79
SIERRA AUTO PARTS LLC	334710	05/09/2025	CABIN AIR FILTER	505-3904-47420	10.01

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO PARTS LLC	334714	05/09/2025	SAFETY GLOVES	505-3904-44615	111.96
SIERRA AUTO PARTS LLC	335007	05/09/2025	HHC G25120-0608 6G-8MB	505-3904-47420	12.41
SIERRA AUTO PARTS LLC	335007	05/09/2025	HHC G25230-0606 6G-6FFORX	505-3904-47420	12.46
SIERRA AUTO PARTS LLC	335007	05/09/2025	XBO CRIMPS	505-3904-47420	16.00
SIERRA AUTO PARTS LLC	335007	05/09/2025	DAY 76188 RADIATOR HOSE	505-3904-47420	23.92
SIERRA AUTO PARTS LLC	335007	05/09/2025	HHC 70276 HOSE	505-3904-47420	42.12
SIERRA AUTO PARTS LLC	335735	05/09/2025	1 LIJ 1134 GREASE GUN	505-3904-44607	151.98
RED WING SHOES OF LAS CRU...	INV-006097	05/09/2025	SAFETY BOOTS- MICHAEL WA...	505-3904-44615	200.00
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	SOLID WASTE DEPT	505-3904-41226	522.42
XEROX CORP OLD	023481360	05/16/2025	SOLID WASTE XEROX EQUIPM...	505-3904-43465	30.18
CITY UTILITIES	4/22/2025, 4/29/2025	05/16/2025	SANITATION DEPT CYCLE C&D...	505-3904-43780	827.96
NEW MEXICO GAS COMPANY ...	4/25/2025	05/16/2025	RECYCLE CENTER OPEN PO FY...	505-3904-43780	41.90
RJ BORDER INTERNATIONAL	X400122941.01	05/16/2025	KIT BRAKE CAMSHAFT	505-3904-47420	107.47
RJ BORDER INTERNATIONAL	X400122941.01	05/16/2025	REMAN SHOE KIT CORE	505-3904-47420	180.00
RJ BORDER INTERNATIONAL	X400122941.01	05/16/2025	BEARING SET WHEEL TAPERED	505-3904-47420	95.35
RJ BORDER INTERNATIONAL	X400122941.01	05/16/2025	REMAN SHOE KIT	505-3904-47420	220.88
RJ BORDER INTERNATIONAL	X400122941.01	05/16/2025	DRIVE SEAL	505-3904-47420	30.61
RJ BORDER INTERNATIONAL	X400122941.01	05/16/2025	DIAPHRAGM BRAKE CHAMBER	505-3904-47420	101.82
RJ BORDER INTERNATIONAL	X400122941.01	05/16/2025	FLEETRITE SLACK ADJUSTER A...	505-3904-47420	97.71
RJ BORDER INTERNATIONAL	X400122941.01	05/16/2025	BEARING SET CUP AND CONE	505-3904-47420	80.18
TDS	0063588	05/23/2025	SANITATION OPEN PO FY24/25	505-3904-43780	434.82
AUTOZONE STORES LLC	02529346764	05/23/2025	CHANGE ORDER FOR INCREASE	505-3904-44607	25.20
AUTOZONE STORES LLC	02529346764	05/23/2025	SP-DEF SHOP PRO DEF	505-3904-44607	323.64
PARKHILL SMITH & COOPER	04386624.00-5	05/23/2025	TASK ORDER T OR C BLM LAN...	505-3904-48599	2,687.64
VILLAGE OF WILLIAMSBURG	05/21/2025	05/23/2025	FRANCHISE TAX FY 2024 - 202...	505-3904-45796	1,603.66
WEX BANK	104487528 - TR	05/23/2025	WEX- DIESEL & GASOLINE	505-3904-43316	3,610.22
AMAZON CAPITAL SERVICES I...	1L7Q-LVWR-JHLJ	05/23/2025	MAGNIPROS PATENTED SX LG...	505-3904-44606	52.06
AMAZON CAPITAL SERVICES I...	1VN4-4D6K-39HJ	05/23/2025	GUARDIAN -44030535 PROTO...	505-3904-44606	25.03
AMAZON CAPITAL SERVICES I...	1VN4-4D6K-39HJ	05/23/2025	FEELFUN FEATHER RETRACT ...	505-3904-44606	7.95
MARLIN LEASING CORPORATI...	40520552	05/23/2025	SOLID WASTE OPEN PO FY24/...	505-3904-43465	123.40
CITY UTILITIES	5/13/2025	05/23/2025	SANITATION DEPT OPEN PO F...	505-3904-45601	37,019.70
SILVERSKY INC	525898-SI	05/23/2025	SOLID WASTE DEPT OPEN PO ...	505-3904-43815	140.13
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	SOLID WASTE DEPT	505-3904-41226	522.42
PARKHILL SMITH & COOPER	04546825.00-1	05/30/2025	ENVIRONMENTAL LANDFILL ...	505-3904-48599	2,492.63
4 RIVERS EQUIPMENT	1783672	05/30/2025	LUG NUTS & WASHERS	505-3904-47420	76.40
AMAZON CAPITAL SERVICES I...	1T74-NHC9-1KX1	05/30/2025	ZEP INDUSTRIAL CLEANER/DE...	505-3904-44607	180.48
VERIZON WIRELESS	6113559535	05/30/2025	SANITATION OPEN PO FY24/25	505-3904-43775	156.96
Fund 505 - Solid Waste Total:					114,951.42

Fund: 506 - WWTP

MIKE TORRES DBA CD TECHN...	1065	05/01/2025	IT SERVICE WASTE WATER OP...	506-4005-48598	568.44
REEDS TIRE CENTER	15858	05/01/2025	TIRES/RIM	506-4005-47425	512.00
REEDS TIRE CENTER	15908	05/01/2025	TIRES/RIM	506-4005-47425	104.00
DOCUMENT SOLUTION INC	368209	05/01/2025	WASTE WATER DEPT SHARP ...	506-4005-43465	96.37
EUROFINS ENVIRONMENTAL ...	8850008503	05/01/2025	QUARTERLY TESTING	506-4005-44605	1,098.85
EUROFINS ENVIRONMENTAL ...	8850012159	05/01/2025	WEEKLY TESTING	506-4005-44605	516.60
EUROFINS ENVIRONMENTAL ...	8850013844	05/01/2025	QUARTERLY COD TEST	506-4005-44605	54.89
EUROFINS ENVIRONMENTAL ...	8850014378	05/01/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	290.59
EUROFINS ENVIRONMENTAL ...	8850015533	05/01/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	215.25
EUROFINS ENVIRONMENTAL ...	8850015716	05/01/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	215.25
EUROFINS ENVIRONMENTAL ...	8850015737	05/01/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	236.78
EUROFINS ENVIRONMENTAL ...	8850015917	05/01/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	215.25
EUROFINS ENVIRONMENTAL ...	8850016493	05/01/2025	WEEKLY TESTING	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850016734	05/01/2025	WEEKLY TESTING	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850016736	05/01/2025	WEEKLY TESTING	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850016990	05/01/2025	WEEKLY TESTING	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850017021	05/01/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	236.78
EUROFINS ENVIRONMENTAL ...	8850017157	05/01/2025	WEEKLY TESTING	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850017329	05/01/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	215.25
EUROFINS ENVIRONMENTAL ...	8850017389	05/01/2025	WEEKLY TESTING	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850017477	05/01/2025	WEEKLY TESTING	506-4005-44605	575.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EUROFINS ENVIRONMENTAL ...	8850017648	05/01/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	290.59
EUROFINS ENVIRONMENTAL ...	8850017657	05/01/2025	WEEKLY TESTING	506-4005-44605	129.15
AIRVAC INC	90334696	05/01/2025	VALVES AND CONTROLLERS	506-4005-44607	10,391.91
AIRVAC INC	90334696	05/01/2025	GASKET FOR TANK	506-4005-44607	94.68
USA BLUEBOOK	INV00651537	05/01/2025	PPE FOR WATER AND WASTE...	506-4005-44615	306.93
SIERRA AUTO PARTS LLC	335136	05/09/2025	HYDRAULIC LUBE	506-4005-47425	13.42
SIERRA AUTO PARTS LLC	335136	05/09/2025	FUEL/WATER SEPARATOR	506-4005-47425	241.24
SIERRA AUTO PARTS LLC	335136	05/09/2025	Transmission filter	506-4005-47425	98.99
SIERRA AUTO PARTS LLC	335136	05/09/2025	CAB AIR ELEMENT	506-4005-47425	29.80
SIERRA AUTO PARTS LLC	335136	05/09/2025	ENDURACUBE	506-4005-47425	136.41
SIERRA AUTO PARTS LLC	335663	05/09/2025	BATTERY	506-4005-47420	169.99
VILLAGE OF WILLIAMSBURG	5/8/2025	05/09/2025	SEWER RECEIPTS FY 2024 - 20...	506-4005-48798	3,379.98
TESTONS FREEWAY CHEVRON	6326	05/09/2025	FUEL FOR WASTE WATER DEP...	506-4005-43316	588.67
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	WASTE WATER DEPT	506-4005-41226	122.66
XEROX CORP OLD	023481362	05/16/2025	WASTEWATER XEROX EQUIP...	506-4005-43465	158.20
TERI I CATES DBA TLC PEST C...	11269	05/16/2025	PEST CONTROL	506-4005-47425	80.00
SUN VALLEY INC	179906/6	05/16/2025	OPEN PO FOR APRIL 2025	506-4005-44607	52.72
SUN VALLEY INC	179972/6	05/16/2025	OPEN PO FOR APRIL 2025	506-4005-44607	22.32
SUN VALLEY INC	179994/6	05/16/2025	OPEN PO FOR APRIL 2025	506-4005-44607	40.37
SUN VALLEY INC	180020/6	05/16/2025	OPEN PO FOR APRIL 2025	506-4005-44607	25.86
SUN VALLEY INC	180027/6	05/16/2025	OPEN PO FOR APRIL 2025	506-4005-44607	16.14
SUN VALLEY INC	180062/6	05/16/2025	OPEN PO FOR APRIL 2025	506-4005-44607	7.96
SUN VALLEY INC	180071/6	05/16/2025	OPEN PO FOR APRIL 2025	506-4005-44607	6.00
SUN VALLEY INC	180124/6	05/16/2025	OPEN PO FOR APRIL 2025	506-4005-44607	2.99
SUN VALLEY INC	180271/6	05/16/2025	OPEN PO FOR APRIL 2025	506-4005-44607	7.01
POLYDYNE INC	1927314	05/16/2025	POLYMER FOR THE WWTP	506-4005-44605	1,845.00
JAMES COOKE & HOBSON INC	236456	05/16/2025	WILLIAMSBURG LIFT STATION	506-4005-48598	1,300.50
CITY UTILITIES	4/22/2025, 4/29/2025	05/16/2025	WASTE WATER DEPT CYCLE C...	506-4005-43780	11,609.58
NEW MEXICO GAS COMPANY ...	4/25/2025	05/16/2025	VACUUM STATION OPEN PO F...	506-4005-43780	36.09
B & H OIL COMPANY	5/1/2025 WW	05/16/2025	OPEN PO FY 24-25 FOR DESIEL...	506-4005-43316	106.89
TDS	0063646	05/23/2025	WASTE WATER OPEN PO FY24...	506-4005-43780	434.82
WEX BANK	104487528 - GW	05/23/2025	W/WW- WEX FUEL FOR TRAV...	506-4005-43316	27.00
MARLIN LEASING CORPORATI...	40520552	05/23/2025	WASTE WATER OPEN PO FY24...	506-4005-43465	246.78
BULLOCKS INC	5/1/2025 - WAWW	05/23/2025	OPEN PO FOR APRIL 2025	506-4005-44607	25.80
CITY UTILITIES	5/13/2025	05/23/2025	WASTE WATER DEPT OPEN PO...	506-4005-43780	2,140.44
CITY UTILITIES	5/8/2025, 5/15/2025	05/23/2025	WASTE WATER DEPT CYCLE A...	506-4005-43780	2,230.81
SILVERSKY INC	525898-SI	05/23/2025	WASTE WATER DEPT OPEN PO...	506-4005-43815	140.12
TESTONS FREEWAY CHEVRON	6359	05/23/2025	FUEL FOR WASTE WATER DEP...	506-4005-43316	619.88
EUROFINS ENVIRONMENTAL ...	8850004384	05/23/2025	QUARTERLY TESTING	506-4005-44605	515.90
EUROFINS ENVIRONMENTAL ...	8850004385	05/23/2025	QUARTERLY TESTING	506-4005-44605	613.46
EUROFINS ENVIRONMENTAL ...	8850017786	05/23/2025	WEEKLY TESTING	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850018217	05/23/2025	WEEKLY TESTING	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850018266	05/23/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	290.59
EUROFINS ENVIRONMENTAL ...	8850018531	05/23/2025	WEEKLY TESTING	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850018608	05/23/2025	WEEKLY TESTING	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850018695	05/23/2025	WEEKLY TESTING	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850018832	05/23/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	290.59
EUROFINS ENVIRONMENTAL ...	8850018834	05/23/2025	WEEKLY TESTING	506-4005-44605	129.15
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	WASTE WATER DEPT	506-4005-41226	122.66
NEWGEN STRATEGIES AND SO...	21263	05/30/2025	WA/WW COMPREHENSIVE SE...	506-4005-48598	943.88
VERIZON WIRELESS	6113559535	05/30/2025	WASTE WATER DEPT OPEN PO...	506-4005-43775	408.09

Fund 506 - WWTP Total: 49,297.96

Fund: 508 - Golf Course

DOCUMENT SOLUTION INC	368209	05/01/2025	GOLF COURSE SHARP OVERA...	508-4303-43465	31.35
SUN VALLEY INC	179941/6	05/09/2025	OPEN PO APRIL 2025 UNSTOC...	508-4303-44607	135.57
SUN VALLEY INC	180141/6	05/09/2025	OPEN PO APRIL 2025 UNSTOC...	508-4303-44607	23.74
SUN VALLEY INC	180148/6	05/09/2025	OPEN PO APRIL 2025 UNSTOC...	508-4303-44607	20.81
SUN VALLEY INC	180354/6	05/09/2025	OPEN PO APRIL 2025 UNSTOC...	508-4303-44607	69.56
SIERRA AUTO PARTS LLC	334764	05/09/2025	OPEN PO APRIL 2025 UNSTOC...	508-4303-44607	101.98
SIERRA AUTO PARTS LLC	334894	05/09/2025	OPEN PO APRIL 2025 UNSTOC...	508-4303-44607	54.13

AP EOM REPORT MAY 2025

Payment Dates: 5/1/2025 - 5/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO PARTS LLC	335658	05/09/2025	OPEN PO APRIL 2025 UNSTOC...	508-4303-44607	47.65
NM RETIREE HEALTH CARE	PPE 2025-05-02	05/09/2025	GOLF COURSE	508-4303-41226	46.21
4 RIVERS EQUIPMENT	1778383	05/16/2025	MOWER FILTERS	508-4303-44607	184.18
TDS	0063596	05/23/2025	GOLF COURSE OPEN PO FY24/...	508-4303-43780	434.82
MARLIN LEASING CORPORATI...	40520552	05/23/2025	GOLF COURSE OPEN PO FY24...	508-4303-43465	246.78
CITY UTILITIES	5/8/2025, 5/15/2025	05/23/2025	GOLF COURSE CYCLE A&B OP...	508-4303-43780	1,577.36
NM RETIREE HEALTH CARE	PPE 2025-05-16	05/23/2025	GOLF COURSE	508-4303-41226	45.02
VERIZON WIRELESS	6113559535	05/30/2025	GOLF COURSE OPEN PO FY24/...	508-4303-43775	70.65
Fund 508 - Golf Course Total:					3,089.81
Fund: 509 - Muni Airport					
TECH 4S AIRPORT MANAGEM...	001123	05/09/2025	MONTHLY MANAGEMENT FEE...	509-4403-48598	17,490.94
SIERRA ELECTRIC COOP INC	05/02/2025	05/09/2025	OPEN PO FOR UTILITIES AT AI...	509-4403-43780	1,106.90
XEROX CORP OLD	023481369	05/16/2025	AIRPORT XEROX EQUIPMENT ...	509-4403-43465	31.58
WINDSTREAM CORPORATION	101112924 5/15/25	05/23/2025	AIRPORT OPEN PO FY24/25	509-4403-43775	449.27
MARLIN LEASING CORPORATI...	40520552	05/23/2025	AIRPORT OPEN PO FY24/25	509-4403-43465	49.36
VERIZON WIRELESS	6113559535	05/30/2025	AIRPORT OPEN PO FY24/25	509-4403-43775	124.31
Fund 509 - Muni Airport Total:					19,252.36
Fund: 600 - Internal Serv					
JOSE LUIS SIMENTAL SR	16862	05/01/2025	FLEX 10HP 120G COMPRESSOR	600-7003-80845	7,580.99
DOCUMENT SOLUTION INC	368209	05/01/2025	FLEET DEPT SHARP OVERAGE ...	600-7003-43465	23.23
WHITEHEAD TRANSPORTATI...	113413	05/09/2025	REPLACEMENT HUB CAP	600-7003-47420	52.50
SIERRA AUTO PARTS LLC	335239	05/09/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	25.35
SIERRA AUTO PARTS LLC	335305	05/09/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	63.96
SIERRA AUTO PARTS LLC	335391	05/09/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	20.68
SIERRA AUTO PARTS LLC	335417	05/09/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	61.11
SIERRA AUTO PARTS LLC	335424	05/09/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	174.86
SIERRA AUTO PARTS LLC	335438	05/09/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	22.81
SIERRA AUTO PARTS LLC	335479	05/09/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	23.96
SIERRA AUTO PARTS LLC	336014	05/09/2025	OPEN PO FOR APRIL-JUNE 2025	600-7003-44607	69.99
RJ BORDER INTERNATIONAL	X400123793.01	05/09/2025	GAS OIL TRANSFER PUMP	600-7003-44607	199.69
AMAZON CAPITAL SERVICES I...	1463-H4QD-TP1P	05/23/2025	MISC OFFICE SUPPLIES	600-7003-44606	749.20
MARLIN LEASING CORPORATI...	40520552	05/23/2025	FLEET DEPT OPEN PO FY24/25	600-7003-43465	74.04
RJ BORDER INTERNATIONAL	X400123285.01	05/23/2025	FILTERS FOR DUMPTRUCK TO ...	600-7003-47420	380.23
RJ BORDER INTERNATIONAL	X400123333.01	05/23/2025	FILTERS FOR DUMPTRUCK TO ...	600-7003-47420	67.45
RJ BORDER INTERNATIONAL	X400123790.01	05/23/2025	FILTER RESTOCK FOR SERVICE ...	600-7003-44607	752.91
OREILLY AUTO PARTS INC	2162-184952	05/30/2025	AIR FILTERS/5W-30/GLASS CL...	600-7003-44607	3,863.52
Fund 600 - Internal Serv Total:					14,206.48
Grand Total:					2,130,139.89

Report Summary**Fund Summary**

Fund	Payment Amount
101 - General	189,419.23
201 - Corrections	2,310.00
209 - Fire	7,899.90
211 - Law Enforce Prot	9,391.03
214 - Lodgers Tax	149,838.81
216 - Muni Street	136,622.16
294 - State Library	4,127.60
295 - Muni Pool	4,043.92
296 - PD GRT	6,496.58
299 - SPECIAL REVENUE FUNDS	32,076.48
303 - Vet Wall	245.44
304 - Senior Grants	154,290.50
305 - CI Gen	30,066.40
312 - R&R Airport	124,663.30
314 - CDBG	27,013.47
315 - CI Reserve	112,992.36
340 - ROAD/STREET PROJECTS	7,229.95
380 - OTHER STATE FUNDED PROJECTS	68,525.54
403 - Pledge State DEBT SERVICE	146,203.83
501 - Cemetary	890.23
502 - UTILITY OFFICE-UTILITY BILLING	15,423.02
503 - Electric	649,106.63
504 - Water	50,465.48
505 - Solid Waste	114,951.42
506 - WWTP	49,297.96
508 - Golf Course	3,089.81
509 - Muni Airport	19,252.36
600 - Internal Serv	14,206.48
Grand Total:	2,130,139.89

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	7,019.31
101-1000-43740	PRINTING AND PUBLISH...	1,233.10
101-1000-60725	GRANTS TO SUB-RECIPI...	15,462.50
101-1001-41226	RETIREE INSURANCE	280.51
101-1001-43316	FUEL	37.53
101-1001-43465	RENT OF EQUIPMENT	246.78
101-1001-43740	PRINTING/PUBLISHING	168.07
101-1001-43775	TELEPHONE	260.13
101-1003-41226	RETIREE INSURANCE	467.80
101-1003-43465	RENT OF EQUIPMENT	745.58
101-1003-43770	SUBSCRIPTION & DUES	81.95
101-1003-43775	TELEPHONE	340.05
101-1003-44606	OFFICE SUPPLIES	32.95
101-1003-80810	OTHER CAPITAL EQUIPM...	28,725.00
101-1004-41226	RETIREE INSURANCE	829.63
101-1004-42310	PER DIEM-ADMIN OFFIC...	1,030.92
101-1004-42720	EMPLOYEE TRAINING-A...	1,040.40
101-1004-43465	RENT OF EQUIPMENT	876.59
101-1004-43740	PRINTING/PUBLISHING	548.64
101-1004-43775	TELEPHONE	252.81
101-1004-44606	OFFICE SUPPLIES	1,769.52
101-1004-48599	OTHER CONTRACTUAL S...	4,451.00
101-1006-41226	RETIREE INSURANCE	283.08
101-1006-43316	FUEL	251.19
101-1006-43775	TELEPHONE	110.68

Account Summary

Account Number	Account Name	Payment Amount
101-1006-43815	SOFTWARE LIC/SOFTWA...	3,250.00
101-1006-44615	SAFETY EQUIPMENT	539.96
101-1006-45607	DONATION EXPENSE	3,008.92
101-1006-47420	MAINTENANCE VEH/EQU..	494.38
101-1006-48598	PROFESSIONAL SERVICES	1,455.20
101-1007-41226	RETIREE INSURANCE	2,403.36
101-1007-43316	FUEL	8,364.48
101-1007-43465	RENT OF EQUIPMENT	978.19
101-1007-43740	PRINTING/PUBLISHING	145.86
101-1007-43770	SUBSCRIPTION & DUES	599.11
101-1007-43775	TELEPHONE	1,388.75
101-1007-44606	OFFICE SUPPLIES	62.01
101-1007-47420	MAINTENANCE VEHICLE...	1,303.44
101-1007-48598	PROFESSIONAL SERVICES	46.00
101-1008-41226	RETIREE INSURANCE	165.74
101-1008-42620	UNIFORMS LINEN-CODE ...	34.33
101-1008-42720	EMPLOYEE TRAINING-C...	400.00
101-1008-43316	FUEL	315.61
101-1008-43775	TELEPHONE	57.88
101-1008-43815	SOFTWARE LIC/SOFTWA...	3,250.00
101-1009-41226	RETIREE INSURANCE	165.03
101-1009-42620	UNIFORMS/LINEN-MUNI...	113.79
101-1009-43316	FUEL	1,648.66
101-1009-43465	RENT OF EQUIPMENT	1,247.50
101-1009-43770	SUBSCRIPTION & DUES	250.00
101-1009-43775	TELEPHONE	136.06
101-1009-44606	OFFICE SUPPLIES	112.14
101-1009-44607	FIELD SUPPLIES-MUNI R...	13,631.40
101-1009-47415	MAINTENANCE--REPAIRS..	10,025.18
101-1009-47420	MAINTENANCE VEHICLE...	742.69
101-1010-41226	RETIREE INSURANCE	201.32
101-1010-43770	SUBSCRIPTION & DUES	6,080.00
101-1010-43775	TELEPHONE	49.47
101-1010-44606	OFFICE SUPPLIES	74.38
101-1010-48598	PROFESSIONAL SERVICES	17,476.84
101-1011-41226	RETIREE INSURANCE	494.88
101-1011-43775	TELEPHONE	152.54
101-1012-41226	RETIREE INSURANCE	387.98
101-1012-43316	FUEL	205.84
101-1012-43775	TELEPHONE	185.90
101-1012-44607	FIELD SUPPLIES-FLEET M...	507.06
101-1012-47420	MAINTENANCE-VEHICLE...	312.56
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	FUEL	394.34
101-1014-41226	RETIREE INSURANCE	431.48
101-1014-43316	FUEL	698.60
101-1014-43403	REGULAR BUILDING MA...	1,993.96
101-1014-43465	RENT OF EQUIPMENT	90.92
101-1014-43775	TELEPHONE	111.85
101-1014-44607	FIELD SUPPLIES-FACILITY...	2,291.54
101-1014-44615	SAFETY EQUIPMENT	400.00
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1014-47420	MAINTENANCE-VEHICLE...	724.00
101-1016-41226	RETIREE INSURANCE	424.80
101-1016-43770	SUBSCRIPTION & DUES	1,269.14
101-1016-44830	CITY BOOK PURCHASING...	3,605.71
101-1018-43780	UTILITIES	17,153.02
101-1018-43815	SOFTWARE LIC/SOFTWA...	1,821.61

Account Summary

Account Number	Account Name	Payment Amount
101-1018-48598	PROFESSIONAL SERVICES	7,389.68
101-1099-34348	RENT OF PUBLIC FACILIT...	1,400.00
201-1903-48710	CARE OF PRISONERS-SIE...	2,310.00
209-1603-43316	FUEL	583.98
209-1603-43465	RENT OF EQUIPMENT	508.29
209-1603-43775	TELEPHONE	255.14
209-1603-43780	UTILITIES	677.87
209-1603-44615	SAFETY EQUIPMENT	1,915.00
209-1603-47415	MAINTENANCE--REPAIRS..	525.62
209-1603-47420	MAINTENANCE VEHICLE...	3,434.00
211-2003-42535	EMPLOYEE TRAINING	1,735.53
211-2003-44573	UNIFORM & EQUIPMENT	727.07
211-2003-47420	MAINTENANCE-VEHICLE...	4,258.51
211-2003-80810	OTHER CAPITAL EQUIPM...	2,669.92
214-2503-47406	PROMOTIONAL/ADVERT...	57,129.37
214-2540-43466	RENT OF LAND/BUILDING	5,673.53
214-2540-43775	TELEPHONE	114.17
214-2540-60725	CITY PORTION SUB-RECIP..	19,516.54
214-2560-60725	MARKETING SUB-RECIPI...	67,405.20
216-4503-42620	UNIFORM LINEN-MUNI ...	238.88
216-4503-43316	FUEL	2,380.70
216-4503-43465	RENT OF EQUIPMENT	224.98
216-4503-43550	ROADWAY MAINTENAN...	14,955.31
216-4503-44607	FIELD SUPPLIES-STREETS	381.73
216-4503-44615	SAFETY EQUIPMENT	1,308.00
216-4503-47420	MAINT.VEHICLE/FURN/...	4,255.13
216-4503-80845	CAPITAL IMPROVEMENT...	98,757.43
216-7018-48598	Professional Serv/Contra...	12,746.49
216-7026-48598	Professional Serv/Contra...	1,373.51
294-5003-43465	RENT OF EQUIPMENT	366.23
294-5003-43775	TELEPHONE	169.42
294-5003-60834	STATE LIBRARY GRANT-S...	3,591.95
295-4803-43403	REGULAR BUILDING MA...	2,960.00
295-4803-43465	RENT OF EQUIPMENT	49.36
295-4803-43775	TELEPHONE	70.14
295-4803-43780	UTILITIES-MUNI POOL	964.42
296-2403-43740	PRINTING/PUBLISHING	5,572.10
296-2403-43999	OPERATING COSTS	177.66
296-2403-48598	PROFESSIONAL SERVICES	746.82
299-7047-44607	Supplies/Equipment JAG...	31,930.00
299-7051-48710	Professional Serv -BFAS ...	146.48
303-4703-43775	TELEPHONE	245.44
304-4903-43403	REGULAR BUILDING MA...	28,358.00
304-7039-80810	OTHER CAPITAL EQUIPM...	31,617.00
304-7046-80810	OTHER CAPITAL EQUIP V...	42,761.00
304-7049-80810	OTHER CAPITAL EQUIP V...	51,554.50
305-7029-80805	BUILDINGS & STRUCTUR...	30,066.40
312-7024-47415	MAINTENANCE--REPAIRS..	124,663.30
314-7030-48598	Professional Serv/Contra...	27,013.47
315-7027-48598	Professional Serv/Contra...	112,992.36
340-7031-43550	ROADWAY MAINTENAN...	5,422.45
340-7031-45600	ENTITY MATCH	1,807.50
380-7020-48598	PROFESSIONAL SERVICES	13,490.03
380-7033-44607	Supplies/Equipment	5,913.07
380-7034-80860	INFRASTRUCTURE	49,122.44
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.73
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,438.95

Account Summary

Account Number	Account Name	Payment Amount
403-1203-90905	DEBT SERVICE PRINCIPAL..	112,572.83
403-1203-90910	DEBT SERVICE INTEREST	9,777.74
403-1203-90925	COMMITMENTS & OTHE...	125.00
501-1803-43780	UTILITIES	890.23
502-3601-41226	RETIREE INSURANCE	394.66
502-3601-43316	FUEL	66.95
502-3601-43465	RENT OF EQUIPMENT	854.43
502-3601-43735	POSTAGE & MAIL SERVI...	10,000.00
502-3601-43740	PRINTING/PUBLISHING	3,585.12
502-3601-43775	TELEPHONE	193.40
502-3601-43780	UTILITIES	328.46
503-3702-41226	RETIREE INSURANCE	842.28
503-3702-42620	UNIFORM/LINEN-ELECTR..	222.00
503-3702-43316	FUEL	3,012.05
503-3702-43465	RENT OF EQUIPMENT	139.31
503-3702-43770	SUBSCRIPTION & DUES	1,926.29
503-3702-43775	TELEPHONE	246.43
503-3702-43780	UTILITIES	6,333.13
503-3702-43815	SOFTWARE LIC/SOFTWA...	140.12
503-3702-44606	OFFICE SUPPLIES	595.20
503-3702-44607	FIELD SUPPLIES	46,496.33
503-3702-44613	NON-CAPITAL ITEMS	518.78
503-3702-44615	SAFETY EQUIPMENT	1,634.12
503-3702-45796	FRANCHISE TAX-ELECTRI...	4,349.29
503-3702-47415	MAINTENANCE--REPAIRS..	113,772.83
503-3702-47420	MAINTENANCE-VEHICLE...	1,606.09
503-3702-48598	PROFESSIONAL SERVICES	61,335.14
503-3702-50795	WHOLESALE POWER CO...	277,921.16
503-3702-80810	OTHER CAPITAL EQUIPM...	128,016.08
504-3803-41226	RETIREE INSURANCE	608.64
504-3803-42620	UNIFORM/LINEN-WATER..	299.94
504-3803-43316	FUEL	2,904.76
504-3803-43465	RENT OF EQUIPMENT	49.36
504-3803-43770	SUBSCRIPTION/DUES	80.00
504-3803-43775	TELEPHONE	262.71
504-3803-43780	UTILITIES	14,496.32
504-3803-43797	WATER CONSERVATION...	1,241.50
504-3803-43815	SOFTWARE LIC/SOFTWA...	140.12
504-3803-44605	CHEMICALS/LABORATO...	3,384.34
504-3803-44607	FIELD SUPPLIES-WATER ...	15,408.35
504-3803-44615	SAFETY EQUIPMENT	426.91
504-3803-45796	FRANCHISE TAX-WATER ...	1,099.11
504-3803-47415	MAINTENANCE--REPAIRS..	7,586.25
504-3803-47420	MAINTENANCE-VEHICLE...	84.07
504-3803-47421	MAINTENANCE EQUIPM...	880.80
504-3803-48598	PROFESSIONAL SERVICES	1,512.30
505-3904-41226	RETIREE INSURANCE	1,044.84
505-3904-43316	FUEL	3,610.22
505-3904-43403	REGULAR BUILDING MA...	340.40
505-3904-43465	RENT OF EQUIPMENT	182.67
505-3904-43775	TELEPHONE	156.96
505-3904-43780	UTILITIES	1,304.68
505-3904-43815	SOFTWARE LIC/SOFTWA...	140.13
505-3904-44606	OFFICE SUPPLIES	85.04
505-3904-44607	FIELD SUPPLIES-SOLID ...	697.02
505-3904-44615	SAFETY EQUIPMENT	311.96
505-3904-45601	WASTE DISPOSAL	97,451.93
505-3904-45796	FRANCHISE TAX	1,603.66

Account Summary

Account Number	Account Name	Payment Amount
505-3904-47420	MAINTENANCE-VEHICLE...	2,273.20
505-3904-48598	PROFESSIONAL SERVICES	568.44
505-3904-48599	OTHER CONTRACTUAL S...	5,180.27
506-4005-41226	RETIREE INSURANCE	245.32
506-4005-43316	FUEL	1,342.44
506-4005-43465	RENT OF EQUIPMENT	501.35
506-4005-43775	TELEPHONE	408.09
506-4005-43780	UTILITIES	16,451.74
506-4005-43815	SOFTWARE LIC/SOFTWA...	140.12
506-4005-44605	CHEMICALS/LABORATO...	11,629.56
506-4005-44607	FIELD SUPPLIES-WASTE...	10,693.76
506-4005-44615	SAFETY EQUIPMENT	306.93
506-4005-47420	MAINTENANCE-VEHICLE...	169.99
506-4005-47425	OTHER MAINTENANCE-...	1,215.86
506-4005-48598	PROFESSIONAL SERVICES	2,812.82
506-4005-48798	VILLAGE OF WILLIAMSB...	3,379.98
508-4303-41226	RETIREE INSURANCE	91.23
508-4303-43465	RENT OF EQUIPMENT	278.13
508-4303-43775	TELEPHONE	70.65
508-4303-43780	UTILITIES	2,012.18
508-4303-44607	FIELD SUPPLIES	637.62
509-4403-43465	RENT OF EQUIPMENT	80.94
509-4403-43775	TELEPHONE	573.58
509-4403-43780	UTILITIES	1,106.90
509-4403-48598	PROFESSIONAL SERVICES	17,490.94
600-7003-43465	RENT OF EQUIPMENT	97.27
600-7003-44606	OFFICE SUPPLIES	749.20
600-7003-44607	FIELD SUPPLIES	5,278.84
600-7003-47420	MAINTENANCE-VEHICLE...	500.18
600-7003-80845	CAPITAL IMPROVEMENT...	7,580.99
	Grand Total:	2,130,139.89

Project Account Summary

Project Account Key	Payment Amount
None	2,130,139.89
Grand Total:	2,130,139.89

Accounts Payable Transfer Sheet - 2024 - 2025 FY
Post Date Ending: 5/1, 5/6, 5/7, 5/9, 5/13, 5/16, 5/23, 5/30

Fund	Fund Description	Fund Totals								GRAND TOTAL	Fund Numbers	
		5/1/2025	5/6/2025	5/7/2025	5/9/2025	5/13/2025	5/16/2025	5/23/2025	5/30/2025	TRANSFERS		
101	General	\$30,461.03	\$967.15		\$29,209.72		\$46,599.03	\$53,849.55	\$1,215.40	\$27,117.35	\$189,419.23	101
201	Local Government Corrections				\$2,310.00						\$2,310.00	201
209	State Fire	\$9.89			\$138.91		\$2,082.97	\$3,624.12		\$2,044.01	\$7,899.90	209
211	Law Enforcement Protection	\$2,947.31			\$4,153.14		\$1,086.56	\$962.15		\$241.87	\$9,391.03	211
214	Lodger's Tax	\$6,138.89			\$466.67		\$37,869.75	\$37,946.43		\$67,417.07	\$149,838.81	214
216	Street Renovation	\$102,189.82	\$1,373.51		\$1,504.12		\$7,508.45	\$13,295.85		\$10,750.41	\$136,622.16	216
217	Municipal Recreation										\$0.00	217
260	Fiscal Recovery Funds										\$0.00	260
294	State Library	\$45.41					\$3,492.00	\$420.77		\$169.42	\$4,127.60	294
295	Municipal Pool				\$2,810.00	\$150.00	\$964.42	\$49.36		\$70.14	\$4,043.92	295
296	PD-GRT Fund				\$924.48		\$5,572.10				\$6,496.58	296
298	PD-Donations										\$0.00	298
299	Special Revenue Funds	\$31,930.00					\$146.48				\$32,076.48	299
302	Electrical Construction										\$0.00	302
303	Veterans Memorial							\$245.44			\$245.44	303
304	SJOA - Grants		\$61,164.12					\$5,425.00		\$87,701.38	\$154,290.50	304
305	Capital Improvement General							\$30,066.40			\$30,066.40	305
306	Capital Improvement Joint Utility										\$0.00	306
307	Golf Course Improvements										\$0.00	307
308	USDA -Sweeper										\$0.00	308
309	USDA-Wastewater										\$0.00	309
310	R&R-Emergency										\$0.00	310
311	R&R-Sewer										\$0.00	311
312	R&R-Airport				\$29,500.01					\$95,163.29	\$124,663.30	312
313	R&R-Water										\$0.00	313
314	CDBG - Grant						\$27,013.47				\$27,013.47	314
315	CI Reserve- Non Capital Equipment		\$112,992.36								\$112,992.36	315
316	Emergency Reserve										\$0.00	316
320	USDA Water System Improvements										\$0.00	320
321	Water System Improvements										\$0.00	321
340	Road/Street Projects		\$7,229.95								\$7,229.95	340
360	NMFA Projects										\$0.00	360
370	Water Trust Board Projects										\$0.00	370
380	Community Development		\$49,122.44					\$13,490.03		\$5,913.07	\$68,525.54	380
403	Pledge State Tax			\$31,858.83	\$114,345.00						\$146,203.83	403
501	Cemetery							\$890.23			\$890.23	501
502	Utility Office	\$10,075.07			\$197.33		\$712.96	\$659.14		\$3,778.52	\$15,423.02	502
503	Electric Dept	\$9,349.98			\$101,026.20		\$371,195.25	\$80,856.51		\$86,678.69	\$649,106.63	503
504	Water Dept	\$9,827.30	\$1,892.17		\$5,742.91		\$27,831.94	\$3,964.58		\$1,206.58	\$50,465.48	504
505	Solid Waste	\$597.53			\$63,057.49		\$1,814.06	\$46,575.87		\$2,906.47	\$114,951.42	505
506	WasteWater	\$18,480.17			\$4,781.16		\$15,317.63	\$9,367.03		\$1,351.97	\$49,297.96	506
507	Solid Waste Landfill/Collection										\$0.00	507
508	Golf Course	\$31.35			\$499.65		\$184.18	\$2,303.98		\$70.65	\$3,089.81	508
509	Municipal Airport				\$18,597.84		\$31.58	\$498.63		\$124.31	\$19,252.36	509
600	Internal Service Fund	\$7,604.22			\$714.91			\$2,023.83		\$3,863.52	\$14,206.48	600
	Grand Total-Accounts Payable	\$229,687.97	\$234,741.70	\$31,858.83	\$379,979.54	\$150.00	\$549,422.83	\$308,514.90	\$1,215.40	\$396,568.72	\$2,130,139.89	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: F.6

SUBJECT: Purchase report of items between \$20,000 and \$60,000
DEPARTMENT: Finance
DATE SUBMITTED: June 5, 2025
SUBMITTED BY: -
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

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

Attachments:

• -
-

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

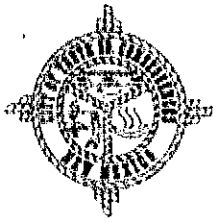
Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-11-25

COMMISSION AGENDA DATE: 06/11/2025

(If required.)

**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:** 81958**Date:** 05/27/2025**Requisition #:** 94524**Vendor #:** 8496

ISSUED TO: PG ENTERPRISES, LLC
301 MURRAY SE
ALBUQUERQUE, NM 87105-

SHIP TO: PARKS
2700 South Broadway Street
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		INFIELD MIX: LOUIS ARMUJO SPORTS COMPLEX QUOTED PER TON DEL. IN 25 TON END DUMPS INFIELD MIX DEL. TO T OR C BALL FIELDS TRACTOR TRAILER HAULING LODGER'S TAX ***SMAL PURCHASE DETERMINATION-13-1-125 SMALL PURCHASES SEE ATTACHED CPO MEMO	214-2503-43403		0.00	25,000.00

Chief Purchasing Office

Date:

5/27/25

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

SUBTOTAL:	25,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	25,000.00

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



REQUISITION

Requisition #: 94524

Date: 05/23/2025

Vendor #: 8496

ISSUED TO: PG ENTERPRISES, LLC
301 MURRAY SE
ALBUQUERQUE, NM 87105-

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 INFIELD MIX: LOUIS ARMIJO SPORTS CC		0.00 214-2503-43403	25,000.00
PO Description: INFIELD MIX: LOUIS ARMIJO SPORTS COMPLEX				
Detailed Description: QUOTED PER TON DEL. IN 25 TON END DUMPS INFIELD MIX DEL. TO T OR C BALL FIELDS TRACTOR TRAILER HAULING LODGER'S TAX				

Authorized By:

SUBTOTAL:	25,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	25,000.00

PG ENTERPRISES,LLC

Estimate

301 Murry SE
301 Murry SE
Albuquerque, NM 87105

Date	Estimate #
5/22/2025	3887

Name / Address
CITY OF T OR C PARKS & REC. ORRIN HECHLER Parks and Recreation Manager Truth or Consequences, NM 87901

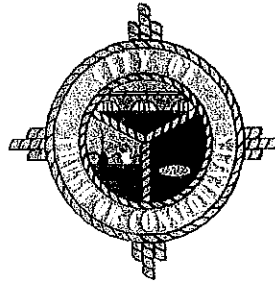
Project No.
81570

Description	Qty	Cost	Total
QUOTED PER TON DEL. IN 25 TON END DUMPS INFIELD MIX DEL. TO T OR C BALL FIELDS	250	66.00	16,500.00
TRACTOR TRAILER HAULING	250	34.00	8,500.00
Thank you, we appreciate your business.		Subtotal	\$25,000.00
		Sales Tax (7.875%)	\$0.00
		Total	\$25,000.00

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Ingo Hoeppepner
Commissioner*

*Gary Whitehead
City Manager*

PROCUREMENT MEMO

May 27, 2025

To Whom It May Concern:

RE: 13-1-125 SMALL PURCHASE PG ENTERPRISES, LLC

The City shall be utilizing the procurement code to procure additional field dirt for additional infield mix for the T or C ballfields based on the cost and product. Initially the City purchased the field dirt on March 4, 2025 for PO #81570, \$19,400.00 estimating the coverage. The product fell short for the need and additional dirt is required as the City will be hosting the All-Star tournaments this year.

The request is for an additional \$25,000.00 from the same vendor to produce the same product to complete the project. Which will be a combined total of \$44,400.00 dollars. Based on these conditions a Small Purchase Determination has been issued in accordance with the procurement code.

Under 13-1-125 Small Purchases. A central purchasing office shall procure services, construction or items of tangible personal property having a value not exceeding sixty thousand dollars (\$60,000), excluding applicable state and local gross receipts taxes, in accordance with the applicable small purchase rules adopted by the secretary, a local public body or a central purchasing office that has the authority to issue rules.

Should there be any questions or concerns, please contact me directly. Thank you.

Best Regards,

Jocelyn Holguin
Finance Director/CPO
jholguin@torcnm.org
575.740.7323

CC: G. Whitehead, Manager

**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:** 81957**Date:** 05/27/2025**Requisition #:** 94476**Vendor #:** 7719

ISSUED TO: MUNICIPAL EMERGENCY SERVICES
P.O. BOX 856892
MINNEAPOLIS, MN 55485-6892

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	2	FQ-PBVX	NEW ENGINE TRUCK BUNDLE INCLUDES 1x APRVS, 2x FP300, 1xFR-PAA, and 2x FR-FAA	209-1603-44615		6,315.00	12,630.00
2	2	FQ-PZVX	PRO CAMERA WITH VIDEO AttackPRO VRS- AttackPRO CAMERA WITH VIDEO RECORDING, 2 BATTERIES AND 1 DESKTOP BATTERY CHARGER	209-1603-44615		4,215.00	8,430.00
3	2	FR-PAA	GEAR KEEPER/ LANYARD AttackPRO, GEAR KEEPER, RETRACTABLE LANYARD, 80mm ALUMINUM, CARABINER	209-1603-44615		58.00	116.00
4	4	FD-PAA	TRUCK CHARGER AttackPRO, TRUCK CHARGER	209-1603-44615		745.00	2,980.00
5	0		SHIPPING COST FIRE DEPT ENGINE TRUCK THERMAL IMAGERS CAMERA/LANYARDS/CHARGER FIRE DEPT. QUOTE# QT1938594 SOLISITATION NUMBER: #020124 SOURCEWELL ID NUMBER: #73145 SEE ATTACHED:	209-1603-44615		0.00	45.00

SUBTOTAL:	24,201.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	24,201.00

Chief Purchasing Office

Date:

5/27/25

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



REQUISITION

Requisition #: 94476

Date: 05/15/2025

Vendor #: 7719

ISSUED TO: MUNICIPAL EMERGENCY SERVICES
P.O. BOX 856892
MINNEAPOLIS, MN 55485-6892

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	2 NEW ENGINE TRUCK BUNDLE		6,315.00 209-1603-44615	12,630.00
2	2 PRO CAMERA WITH VIDEO		4,215.00 209-1603-44615	8,430.00
3	2 GEAR KEEPER/ LANYARD		58.00 209-1603-44615	116.00
4	4 TRUCK CHARGER		745.00 209-1603-44615	2,980.00
5	0 SHIPPING COST		0.00 209-1603-44615	45.00

PO Description: THERMAL IMAGERS

Detailed Description:

ENGINE TRUCK THERMAL IMAGERS
CAMERA/LANYARDS/CHARGER
FIRE DEPT.
QUOTE# QT1938594

Authorized By: M

SUBTOTAL:	24,201.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	24,201.00



(877) 637-3473

Quote

Quote # QT1938594
Date 05/14/2025
Expires 05/29/2025
Sales Rep Legendre, Michael
PO # Seek Thermal Imagers 2
Shipping Method FedEx Ground
Customer CITY OF TRUTH OR CONSEQUENCES (NM)
Customer # C60016

Bill To

Accounts Payable
CITY OF TRUTH OR CONSEQUENCES
505 Sims Street
Truth or Consequences NM 87901
United States

Ship To

Chief Paul Tooley
CITY OF TRUTH OR CONSEQUENCES
505 Sims St.
Truth or Consequences NM 87901
United States

Item #	Description	Qty	Unit Price	Total Price
FQ-PBVX	NEW ENGINE TRUCK BUNDLE (Includes 1x APRVS, 2x FP300, 1x FR-PAA, and 2x FR-FAA)	2	\$6,315.00	\$12,630.00
FQ-PAVX	AttackPRO VRS - AttackPRO camera with video recording, 2 batteries and 1 desktop battery charger	2	\$4,215.00	\$8,430.00
FR-PAA	AttackPRO, Gear Keeper, Retractable Lanyard, 80mm Aluminum, Carabiner	2	\$58.00	\$116.00
FD-PAA	AttackPRO, truck charger	4	\$745.00	\$2,980.00

Subtotal \$24,156.00
Shipping Cost \$45.00
Tax Total \$0.00
Total \$24,201.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

Req # 94476



FDIC 2025 SHOW BUNDLE

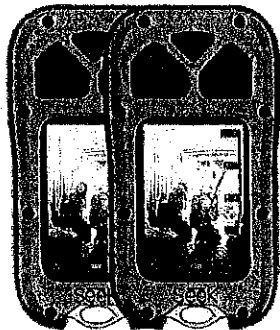


(1) AttackPRO VRS Camera

Enhanced Decision-Making: Facilitates directing firefighters, water, and resources with expedited tactical precision.

Robust Personal Thermal Imaging Camera (TIC): Provides an affordable and durable TIC solution for the entire department.

Improved Search and Rescue Operations: Enables faster location and self-rescue capabilities.



(2) FirePRO 300 Cameras

Enhanced Situational Awareness: Visualizes hazards invisible to the naked eye, aiding in safe navigation through dangerous environments.

Improved Navigation in Zero Visibility: Assists firefighters in regaining orientation during blackout smoke conditions, reducing the likelihood of mayday situations.

Efficient Mission Execution: Enables rapid location of victims and identification of hot spots, crucial when every second counts.



(3) Retractable Lanyards

Secure Attachment: Provides a reliable and sturdy connection for the thermal imaging camera, ensuring it remains securely fastened during operations.

Durable Construction: Made from high-quality aluminum, the carabiner mount is designed to withstand the demanding conditions of firefighting environments.

Quick Accessibility: Allows for rapid deployment and easy access to the thermal imaging camera in the crucial moments.

\$6589

BUNDLE ITEM NUMBER: FQ-PBVX

FOR MORE INFORMATION, PLEASE CONTACT YOUR LOCAL SALES REPRESENTATIVE



Solicitation Number: #020124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Equipment and Rescue Tools with Related Supplies and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires April 4, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$1,000,000 per claim or event

\$1,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

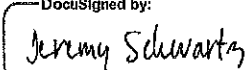
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

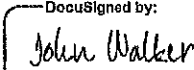
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Municipal Emergency Services, Inc.

DocuSigned by:

By: COFD2A139D08489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/8/2024 | 3:26 PM CDT

DocuSigned by:

By: 10844B472C84440...
John Walker
Title: CFO
Date: 4/8/2024 | 9:23 AM CDT

RFP 020124 - Firefighting Equipment and Rescue Tools with Related Supplies and Accessories

Vendor Details

Company Name: Municipal Emergency Services Inc
Address: 12 Turnberry Ln
2nd Floor
Sandy Hook, CT 06482
Contact: Chanda Riddick-Yamoah
Email: criddick@mesfire.com
Phone: 203-304-4132
Fax: 203-264-3325
HST#: 651051374

Submission Details

Created On: Monday January 22, 2024 19:43:18
Submitted On: Thursday February 01, 2024 16:10:28
Submitted By: Chanda Riddick-Yamoah
Email: criddick@mesfire.com
Transaction #: 6be7aece-f345-4a56-b34b-f4dac977b33f
Submitter's IP Address: 75.133.103.185

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Municipal Emergency Services, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage code: #1XBB1 SAM: T4MGJ9BU63J6
5	Proposer Physical Address:	12 Turnberry Lane, 2nd FL, Sandy Hook, CT 06482
6	Proposer website address (or addresses):	www.mesfire.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Walker CFO 12 Turnberry Lane, 2nd FL, Sandy Hook, CT 06482 jwalker@mesfire.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chanda Riddick-Yamoah Contracts Manager 12 Turnberry Lane, 2nd FL, Sandy Hook, CT 06482 cyamoah@mesfire.com 203-304-4132
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	n/a

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Municipal Emergency Services, Inc. is a national full-line first responder and public safety distributor in the US. We also offer the purchase, service, and installation of specific products throughout Canada. We stock and distribute over 100,000 products from over 4,000 manufacturers. We currently have over 200 outside sales representatives, 150 mobile technicians, as well as dedicated inside sales staff and customer service representatives, 18 warehouse locations across the United States and Canada, and 25 regional offices providing our customers with excellent customer service and support. Our field technicians are professionally trained and have earned certifications to service specialized equipment. MES also offers service rates and custom services to meet our customer's needs and requirements. MES is a financially stable company with an excellent reputation with our customers and vendors. MES is a distinctive brand due to our national and Canadian reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES. In 2012 MES acquired Lawmen Supply. This merger gave the company the unique ability to serve all first responders and public safety officials on a national level. MES annual sales are more than \$300MM and most of our sales are for fulfillment of contracts and purchases to local, state, and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions helps us to provide superior products and customer service to the Fire Service, Law Enforcement, and all public safety departments on a national level as no other sales and service distributor can do. Our numerous awards and expanding customer base indicates a successful track record and continuous trust within the industry. An award with Sourcewell will assist us to reach new markets and customers. We will also be able to increase the number of services and products offered to our customers who are familiar with Sourcewell for their procurement needs.
11	What are your company's expectations in the event of an award?	In the event of an award, MES expectations are to continue with our year over year growth with our updated contract. Our expectations include a successful launch and communication with our sales teams to inform our customers of our updated contract. Our customers will be informed of the new contract and our commitment to offer product and solutions to meet their needs.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Attached are financial statements and a bank reference letter.
13	What is your US market share for the solutions that you are proposing?	MES represents 30% market share nationwide and continues working to grow our customer base and reach nationally. We offer top quality solutions and identify vendors who are responsive and customer centric. These are only a few factors which have contributed to our growth.
14	What is your Canadian market share for the solutions that you are proposing?	Less than 3%.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	A distributor. Please see attached letter.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	n/a
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	n/a

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	MES has received multiple awards from our vendors to recognize us as an industry leader or a partner within the industry. Our awards include platinum and diamond recognition as leading partners as well as multiple Best of Show awards as participants in national and regional fire shows and conferences. Please see attached.
20	What percentage of your sales are to the governmental sector in the past three years	98%. MES supports and supplies local, county, city and state government agencies which comprises the majority of all sales.
21	What percentage of your sales are to the education sector in the past three years	2%. MES supports and supplies several university and colleges throughout the nation. This sector comprises a small amount of sales but has seen growth over the last three years.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NPP - \$18,000,000 HGAC - \$20,500,000 LA COUNTY FIRE - \$6,316,000 STATE OF PA - \$40,000,000
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA-\$21,000,000

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Austin Fire Department Austin, TX	Karen Bitzer	(512) 974-0160	*
Community Fire Department HARRIS-FORT BEND Houston, TX	Asst Chief Johnny Mitchell	(832) 428-8914	*
City of Miami Fire Rescue Miami, FL	Kristen Gurucharri	(786) 553-3112	*
City of Boca Raton Boca Raton, FL	Randy Prokos	(561)-982-4037	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
LA County Fire Department	Government	California - CA	Rescue Tools, Hose, Thermal Imaging	\$24,111	\$868,000	*
Miami Dade Fire Rescue Department	Government	Florida - FL	Thermal imaging, Flashlights, Gas Detection, Hose	\$5,600	\$202,000	*
Houston Fire Department	Government	Texas - TX	Flashlights, Gas Detection, Rescue Tools, Thermal Imaging, Hazmat Suits	\$5,603	\$201,700	*
San Diego Fire Rescue	Government	California - CA	Rescue Tools, Lighting and Light Bars, Thermal Imaging, Hose,	\$2,300	\$82,700	*
Sacramento	Government	California - CA	Dry Hazmat Suits, Hose, Thermal Imaging	\$1,110	\$40,550	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	MES has increased our sales force to 200 Sales Representatives. Our Sales force is growing to support our expanding customer base. In addition, we have an internal sales team which works closely with our Sales Representatives to maximize customer support and feedback regarding our products and delivery. We also have a skilled regional office support throughout the US to address customer inquiries and requests effectually and quickly.
27	Dealer network or other distribution methods.	MES is the distributor/dealer for the products listed in this bid.
28	Service force.	MES has increased our service support to 134 service technicians. Our service technicians are equipped with mobile vans, tools, and manufacturer certifications to address customer needs and requests.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are handled by our sales representatives and our internal customer service teams. Our Sales Representative or customer service reps will receive a PO from our customers. The CSR will then review the order to ensure pricing reflects the Sourcewell member number and correct discount offered. Once review is completed, the Purchasing Specialist contacts our vendor or checks our warehouses to located the product ordered and deliver as per the lead-time requested.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service teams and office support staff has expanded to over 130 skilled and trained teams strategically located at our regional offices throughout the US. Our response time to inquiries are same day or within 24 hours. Our customer service teams are responsible for order placing, job scheduling, and follow-up.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MES performs training classes and provide updates to our Sales teams via internal newsletters or quarterly correspondence on Sourcewell updates and tips. This equips our teams to identify new members or grow established members product supply of our equipment.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MES has established a regional office in the Quebec territory of Canada. Our plans include supporting this area as well as neighboring cities for specific products. As our sales grow in this area, MES will identify additional products to offer in Canada. Our support and products are limited to the east of Canada excluding Vancouver and other western provinces.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	In New Hampshire, Maine, Hawaii, and North Dakota, MES does not offer full service report. We are able to ship finished goods to these states only. If more services are needed, we can provide a quote on a case by case basis.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES can support and provide products to all participating agencies.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping or freight cost for large or heavy items will require a quote for transportation cost. MES will provide an equitable shipping cost for the customer to review that will meet their expectations and lead-time. Hawaii and Alaska orders will be quoted for shipping. This would also apply to all US territories.

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy includes internal and external training classes for our sales teams and customers. We also use literature to describe the process and product offering. We identify and include contract tips in internal newsletters and company wide communication. We also market additional products to our customers of accessories or other materials listed on our contracts during the purchase of materials from our customers.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MES utilizes Facebook, Twitter, Youtube, Instagram, and LinkedIn to increase our brand awareness. We also interface with potential customers and clients using these platforms and showcase customer testimonials.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We value Sourcewell's role in promoting our contracts on the portal and with members searching for particular products. In the past, we have seen that Sourcewell's familiarity with our products frequently provides leads and customer's to our page to make contact for more information.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement can be used using our website (www.mesfire.com). Customers are able to register a username and password on this website. Once this is completed, users can research products by vendor name, brand, or commodity. Items selected are placed in a basket. Once all items are selected, users can pay online using a credit card. If more information is needed, customers can print their items for purchase and request a sales representative to contact them.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES offers SCBA training, annual testing, and service maintenance for this product. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs.
41	Describe any technological advances that your proposed products or services offer.	MES provides SOS stores which are signature online stores which are used for customers who are interested in providing a portal for jurisdictions, departments, or towns to purchase specific product online.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	n/a
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	n/a
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	n/a
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	MES offers the largest and competitive pricing for first responder equipment and materials. Due to our commitment to safety and quality, our sales team consist of current or form fire fighter professionals or police officials. We offer solutions and services that can come directly to the customer with our trained and certified technicians across the nation and in Canada. This experience and service is unique to MES and has been an attribute that keep customers returning for more product due to their positive purchasing experience and trust in materials with MES.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Due to the expanse of our product offerings, our warranties offer numerous product specific assurances for the products purchased by our customers. Typically, our warranties offer a common coverage against manufacturer defects and product performance up to 12 months. The warranties also cover parts and labor within the specified time of coverage.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The majority of the warranties for the manufacturers listed in this bid provides industry standard coverage as part of our vetting process when working with vendor base. We work closely with each manufacturer to work through any warranty issues with our customers.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most of our warranties do not cover transportation cost or mileage unless there is a gross malfunction or failure of the product purchased. In these instances, we work with the customer directly to ensure MES can rectify the situation.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	MES does not have any regional technicians located in New Hampshire, Maine or Vermont. We also do not have technicians in Vancouver, Canada or other western provinces. If a customer has a need in these areas, we would offer a solution and the additional cost needed for transportation and other travel cost for the staff needed for training or testing.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES will perform the warranty service as an authorized repair center unless the OEM has specified in the warranty to return the product or products to the OEM's location for repair.	*
51	What are your proposed exchange and return programs and policies?	Goods received damaged or deflection will be repaired or replaced based on the guidelines and terms of the warranty.	*
52	Describe any service contract options for the items included in your proposal.	Service contract options for MES includes annual testing, repairs, and 3M Scott Safety repairs and service.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	MES has standard payment terms of Net 30. We also accept payment via credit card for payments under \$10,000.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes. Leasing is available with Community Leasing Partners.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Please see attached.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	MES accepts the p-card procurement for payment. We do not request fees or additional costs for using this method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will provide discount off List/MSRP pricing. Attached are our vendors current list price. We will also include a and a spreadsheet listing each vendor and the discount offered.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will provide a discount off of the vendor MSRP sheet as the Sourcewell proposed bid price.
59	Describe any quantity or volume discounts or rebate programs that you offer.	n/a
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	n/a
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	n/a
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping is an additional cost only for customer requests for expedited, next day, or for bulky oversized shipments. Items in this category are quoted upon request.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and/or freight to Alaska or Hawaii are quoted upon request. We also deliver specific products within the Quebec region of Canada. Freight will be reviewed when requested from our Canadian customers to determine if additional costs and expenses are needed to provide materials. If additional freight cost are identified, the cost will be presented to our Canadian customers for approval prior to delivery.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MES offers the unique ability to supply our customer's from the closest warehouse located to the site of service or delivery. Our unique distribution methods provides the ability to deliver quickly and efficiently across the US and in certain areas in Canada. Special delivery requirements or expedited delivery options are also available and can be quoted upon request. In the event a product is not in stock, our relationships with our vendors typically results in expedited availability shipped to our customers with little to no impact to the delivery requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MES utilizes tools such as report analysis and quarterly reviews to self-audit by our Accounting and Contracts Department. Reports are analyzed to make sure vendors listed and products purchased are on contract and listed on the correct agreements. In addition to the reports, internally our software for ordering has checks and balances that our Sales Rep must select before a sales order or quote can be approved.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Internally we track quarterly growth and sales compared to the previous year. We also review the top products purchased to identify accessories or services which could help grow the business.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes to continue our 1% quarterly fee for all sales if awarded the contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	MES offers a full range of options from various manufacturers listed to customize items within the extent that certifications will allow. We offer customizable solutions for turnout or hazmat gear that range from sizing to protection.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	n/a

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Equipment, tools, supplies, and accessories used for all types of fire and rescue service, including structural firefighting, wildland firefighting, vehicle extrication, technical rescue, vehicle and aircraft rescue, HazMat, and EMS	☒ Yes ☐ No	MES has vendors who can meet all of the categories listed from small hand held equipment to life-saving rescue tools.
72	Firefighting water flow equipment	☒ Yes ☐ No	MES offers a vendors who specialize in hoses in a variety of materials and length. We also offer services to work with a customer who has specific needs either with a hose or nozzle
73	Fire pumps, skid units, and compressed air foam systems (CAFS)	☒ Yes ☐ No	MES offers small and large applications for CAFS. We also have worked directly with customers to understand their fire pump and requirement to offer top quality, safe solutions.
74	Firefighting suppression	☒ Yes ☐ No	MES has been a leader with identifying suppliers with safe suppression foams, tools, and containment.

75	Firefighting attack, ventilation, and rescue tools	☒ Yes ☐ No	MES has invested resources and research to ensure the equipment offered in the rescue tool category is versatile and can meet the needs of emergency situation
76	Thermal imaging and similar situational awareness equipment	☒ Yes ☐ No	MES has partnered with an industry leader in this category to offer solutions, tools, and
77	Extrication tools and equipment	☒ Yes ☐ No	Our extrications tools and equipment are sourced with the top brands in the county which the Fire Rescue industry recognizes as high quality and life-saving.
78	Technical, vertical, trench, and confined space rescue equipment	☒ Yes ☐ No	Due to our relationships with our customers and their feedback, we are able to offer solutions from our vendors for different sizes from compact to large to install quickly and efficiently.
79	Portable ladders	☒ Yes ☐ No	MES offers multiple safe and robust solutions in this category to meet the needs of our customers.
80	Hazardous materials (HazMat) response equipment	☒ Yes ☐ No	MES leads the industry with offering HAZMAT response equipment to respond to dangerous spills all the way to battery fires.
81	Wildland firefighting equipment and upfits for vehicles, ATV/UTVs	☒ Yes ☐ No	ATVs are not offered at this time on our cooperatives. However, we do fulfill orders if we receive an order. If demands increase, MES is open to identifying a supplier that offers this type of equipment. Aside for terrain vehicles, other equipment is available in this category.
82	Related tools and accessories complementary to the offering of 1.a.i - x	☒ Yes ☐ No	MES has been successful by adapting and researching the needs of our customers to offer solutions or products that complement or accompany products for additional uses or offer the ability to customize.
83	Complementary services related to the equipment offered in 1. a. i - x. above, including training, testing, certifications, maintenance or repair, installation and warranty programs	☒ Yes ☐ No	MES offers in-person training or videos depending on the need of the customers for all of equipment offered. We also have maintenance and repair plans that we can offer to suppliers for items such as rescue tools. Our warranties are manufacturer specific and will be honored in the event of a product sold not meeting the customer's expectations.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- Pricing - Pricing 020124.zip - Thursday February 01, 2024 16:09:21
 - Financial Strength and Stability - Financial Statements.zip - Thursday February 01, 2024 14:09:19
 - Marketing Plan/Samples - MES Marketing Materials FINAL.docx - Thursday February 01, 2024 15:16:23
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples - Quote QT1722473 Morning Pride PPE 42 sets.pdf - Thursday February 01, 2024 14:31:01
 - Upload Additional Document - MES Documents 020124.zip - Thursday February 01, 2024 14:36:18
 - Requested Exceptions - MES Insurance Exceptions.pdf - Thursday February 01, 2024 14:29:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chanda Riddick-Yamoah, Contracts Manager, Municipal Emergency Services, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Firefighting_Equipment_RFP_020124 Fri January 19 2024 12:49 PM	☒	1



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: G.1

SUBJECT: Discussion – 2027-2031 Infrastructure Capital Improvement Plan (ICIP) Public Input

DEPARTMENT: Community Development

DATE SUBMITTED: June 5, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Yvette Bayless – South Central Council of Governments

Summary/Background:

The city in conjunction with South Central Council of Governments has been soliciting public input for the ICIP via social media platforms, email submission, call-in and 4 public meetings held on May 8th and May 22nd at 12pm and 5pm. SCCOG Representative will provide a presentation regarding the ICIP, update the commission on public input/comments received.

Recommendation:

Review presentation and public comments and receive final public input regarding ICIP projects.

Attachments:

-
-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 6-11-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: H.1

SUBJECT: Resolution No. 50 24/25 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: June 5, 2025

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

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

Recommendation:

Approval Resolution No. 50 24/25 Final Budget Adjustment Requests for Fiscal Year 2024-2025

Attachments:

Resolution No 50 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 6-11-25



RESOLUTION NO. 50 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 11th day of June, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2024-25 6/11/2025
DFA Resolution Number: 50 24/25
BAR NUMBER 15

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1099-39935	GF - Transfer In	Revenue	\$ 1,950,671.00	\$ 108,036	\$ 2,058,707	Moving HSLD Cd to General Fund
1	301	301-3503-49930	HSLD-Transfer Out	Expense	\$ -	\$ 108,036	\$ 108,036	Moving HSLD Cd to General Fund
							\$ -	
2	505	505-3904-39935	SW-Transfer In	Revenue	\$ -	\$ 354,483	\$ 354,483	Transfer out from operating to investment for New GenStratigies/Parkhill
2	505	505-3904-49930	SW-Transfer Out	Expense	\$ 236,325.00	\$ 354,483	\$ 590,808	Transfer out from operating to investment for New GenStratigies/Parkhill
							\$ -	
3	101	101-1018-43780	GF-Utilities	Expense	\$ 215,000.00	\$ 42,000	\$ 257,000	Budget Shortfall
3	101	101-1018-46732	GF-General Liability Ins	Expense	\$ 18,000.00	\$ 30,000	\$ 48,000	Budget Shortfall
3	101	101-1018-48598	GF- Professional Services	Expense	\$ 78,825.00	\$ 11,175	\$ 90,000	Budget Shortfall
							\$ -	

ATTEST:

Angela Torres, Clerk-Treasurer

(Date)

Rolf Hechler, Mayor

(Date)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: H.2

SUBJECT: Resolution No. 51 24/25 English & Spanish Election Proclamation.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: June 5, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The Sierra County Clerk will hold a Regular Local Election on November 4, 2025. The City of Truth or Consequences will have two open positions for City Commissioner that will need to be placed on the November 4th ballot. A resolution must be submitted to the County Clerk no later than July 7, 2025, to be placed on the ballot. Each term will be a 4-year term that will begin January 1, 2026, and will end December 31, 2029.

Recommendation:

Approval of Election Resolution No. 51 24/25 (English & Spanish).

Attachments:

- Election Resolution No. 51 24/25 (English & Spanish)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 51 24/25 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-11-2025



**CITY OF TRUTH OR CONSEQUENCES
ELECTION RESOLUTION PROCLAMATION**

Resolution No. 51 24/25

Whereas, the Governing Body of the City of Truth or Consequences, New Mexico has opted into the Local Election Act, Article 1, Section 1-22-3.1 of the NMSA 1978; and

Whereas, the Governing Body of the City of Truth or Consequences, New Mexico wishes to convey the correct and complete election information to the Sierra County Clerk as required by 1-22-4 (A);

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

- A. A regular local election is to be held on November 4, 2025; and
- B. At such election, persons shall be elected to fill the following Municipal elective offices:
 - 1. ONE Commissioner for a four-year term from January 1, 2026 – December 31, 2029.**
 - 2. ONE Commissioner for a four-year term from January 1, 2026 – December 31, 2029.**
- C. All Declarations of Candidacy shall be filed in the Office of the County Clerk, 1712 N. Date Street Ste. A, Truth or Consequences, NM on August 26, 2025, between the hours of 9:00 a.m. and 5:00 p.m.
- D. All Declarations of Candidacy for write-in candidates shall be filed in the County Clerk, 1712 N. Date Street Ste. A, Truth or Consequences, NM on September 2, 2025, between the hours of 9:00 a.m. and 5:00 p.m.

Adopted and approved this 11th day of June 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

**CIUDAD DE VERDAD O CONSECUENCIAS
RESOLUCIÓN ELECTORAL**

Resolución No. 51 24/25

Considerando que, el consejo de Gobierno de la Ciudad de Truth or Consequences, Nuevo México, ha optado por la Ley de Elecciones Locales, Artículo 1, Sección 1-22-3.1 de la NMSA 1978; y

Considerando que, el consejo de Gobierno de la Ciudad de Truth or Consequences, Nuevo México desea transmitir la información electoral correcta y completa al Secretario del Condado de Sierra como lo requiere 1-22-4 (A);

Ahora, por lo tanto, resuelva el Consejo de Gobierno de Truth or Consequences que:

A. Se llevará a cabo una elección local ordinaria el 4 de Noviembre de 2025; y

B. En dicha elección, se elegirán personas para ocupar los siguientes cargos electivos municipales:

1. UN Comisionado por un período de cuatro años, del 1 de Enero de 2026 al 31 de Diciembre de 2029.
2. UN Comisionado por un período de cuatro años, del 1 de Enero de 2026 al 31 de Diciembre de 2029.

C. Todas las Declaraciones de Candidatura se presentarán en la Oficina del Secretario del Condado, 1712 N. Date Street Ste. A, Truth or Consequences, NM el 26 de Agosto de 2025 entre las 9:00 a.m y 5:00 p. m.

D. Todas las Declaraciones de Candidatura para candidatos por escrito se presentarán en el Secretario del Condado, 1712 N. Date Street Ste. A, Truth or Consequences, NM el 2 de Septiembre de 2025 entre el horario de 9:00 am y 5:00 pm

Adoptado y aprobado este día 11 de Junio de 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: H.3

SUBJECT: Discussion/Action: Resolution 54 24/25 Authorizing the City of Truth or Consequences to Formally Adopt the Vision Zero Safety Action Plan Funded By the "Safe Streets for All (SS4A) Grant".

DEPARTMENT: Community Development

DATE SUBMITTED: June 5, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez – Assistant City Manager

Summary/Background:

Commission approved submission of a grant application on 8-17-2022 for the Bipartisan Infrastructure Law (BIL) establishing the new Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over the next 5 years. In order to apply for implementation (construction) money for street improvements, we must first complete a Safe Streets and Roads Action Plan. The City received a grant award to develop a comprehensive safety action plan and accepted the grant agreement on 7-12-2023. Plan has received public input and staff and steering committee members have worked with the engineer to put together the plan.

Recommendation:

Accept/Approve Resolution 54 24/25

Attachments:

- Resolution 54 24/25
-

Fiscal Impact (Finance): Yes

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 6-11-25

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoepfner
Commissioner

Gary Whitehead
City Manager

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

Resolution No 54 24/25

**AUTHORIZING THE CITY OF TRUTH OR
CONSEQUENCES TO FORMALLY ADOPT
THE VISION ZERO SAFETY ACTION PLAN
FUNDED BY THE “SAFE STREETS FOR ALL
(SS4A) GRANT”.**

Whereas, four individuals were needlessly killed, and 16 individuals were seriously injured within the City boundary between 2018 and 2022; and,

Whereas, the City of Truth or Consequences recognizes the need for action to increase traffic safety and to prevent deaths and injuries; and

Whereas, the Vision Zero Safety Action Plan outlines specific strategies, project and policy recommendations, and an implementation plan to improve safety on City roadways; and

Whereas, the adoption of the Vision Zero Safety Action Plan shows the City’s commitment to improving public safety and supports eligibility for future implementation funding through the SS4A program and additional funding sources; and

Whereas, the Commission finds the adoption of the Vision Zero Safety Action Plan is in the best interest of public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Truth or Consequences does hereby determine and resolve as follows:

- 1. The City of Truth or Consequences hereby accepts and approves the adoption of the City of Truth or Consequences Vision Zero Safety Action Plan.**

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2025

Attest:

Mayor

City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: I.1

SUBJECT: FY 2026 Tourism Marketing Proposed Plan/New Mexico True Cooperative Advertising
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: June 5, 2025
SUBMITTED BY: City Clerk Torres
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

The proposed marketing plan will reach many different platforms and people through billboards, social media, and many printed ads. The total will be \$45,000.00 towards the NM True Cooperative Advertising and \$77,000.00 towards additional advertising outside of the NM True Coop.

Recommendation:

Approval of agreement

Attachments:

2025-2025 Agreement

• -

Fiscal Impact (Finance): Yes

\$122,000.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-11-2025



CITY OF TRUTH OR CONSEQUENCES

2025-2026

THIS AGREEMENT is made and entered into by and between the **City of Truth or Consequences**, State of New Mexico, hereinafter referred to as the "City" and **Sunny 505**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the City and Contractor.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed [at the rate of] One Hundred Twenty-Two Thousand dollars (122,000.00) per year plus gross receipts tax in the amount of Ten Thousand Two Hundred Seventeen dollars and Fifty cents (\$10,217.50). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$10,217.50) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$132,217.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

E. Pursuant to New Mexico State General Services Department Procurement Code Section 13-1-98, Subsection V, purchases of advertising in all media, including radio, television, print, and electronic—are exempt from procurement requirements.

3. Term.

This Agreement shall begin July 1, 2025 and terminate on June 30, 2026 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed three years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. This contract will not automatically renew and must be initiated by the City for extension. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work prior to the termination. The thirty (30) day period shall commence running upon the other party receiving such notice. Provided, however that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination, Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor If the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Commissioners, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor is an independent contractor performing services for the City and is not an employee of the City. The Contractor shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or Consequences from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service --Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Truth or Consequences and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in Truth or Consequences City. By execution of this Agreement, Contractor acknowledges and agrees to the Jurisdiction of the courts of the State of New Mexico.

18. Workers Compensation.

The Contractor agrees to comply with State laws and rules applicable to workers compensation benefits. If the Contractor fails to comply with the Workers Compensation and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

20. Disclaimer and Hold Harmless.

The City shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Truth or Consequences City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of Truth or Consequences from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement caused by the negligent act or failure to act of the Contractor resulting in injury or damage to persons or property during the time when the Contractor has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify legal counsel of the City of Truth or Consequences by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

27. Mediation

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator.

28. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting or unless it is executed by the Truth or Consequences City Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

29. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.

30. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

31. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered 1 person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Gary Whitehead, City Manager
505 Sims Street
Truth or Consequences, NM 87901

To the Contractor: Suny 505
119 Dartmouth
Albuquerque, NM 87106

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Commissioners below.

By: _____
Joan Griffin
119 Dartmouth
Albuquerque, NM 87106

Date: _____

By: _____
Gary Whitehead, City Manager
505 Sims St.
Truth or Consequences, NM 87901

Date: _____

Attachment 1

Scope of Work

The objective of this contract is to increase City revenues through meetings, convention bookings and tour operators. The scope of work shall consist of planning, booking, coordinating, and scheduling site visits, press trips and bus tours and generally the promotion of Truth or Consequences City in the Tourism Industry locally and abroad. The contract is scheduled to begin on July 1, 2025. The contract may be extended for up to three (3) one-year terms and will require annual renewal, or any portion thereof at the discretion of Truth or Consequences City, pursuant to the availability of funds and satisfactory service provisions.

Realizing the benefits of a cooperative effort the Sierra County, City of Truth or Consequences, and the City of Elephant Butte are all participants and parties to this contract. It is expected the contractor will maximize the interests of each participant. Total monies appropriated are as follows:

City of Elephant Butte	\$ 5,000.00
Sierra County	\$ 10,000.00
City of Truth or Consequences	\$ 132,217.50
Total Available Funds	\$147.217.50

Understanding that a schedule of values is difficult to determine prior to development of the marketing plan the following is understood by parties:

1. Contractor will facilitate community meeting(s) as necessary and develop a marketing plan acceptable to the Truth or Consequences City Tourism Board. The cost of the initial meetings and plan will not exceed \$2500.00. Marketing Plan will assign appropriately a schedule of values to be used for the first year of this contract.
2. The Marketing Plan's primary focus should be:
 - a) Public Relations and Media Outreach and,
 - b) Electronic and Social media.
3. The cost of production of advertisement packages shall not exceed 10% of the total buy.
4. The Electronic and Social Media component is thought to be approximately 90% manpower and 10% media buy.

Contractor shall submit monthly pay requests along with appropriate documentation to the Truth or Consequences City Tourism Board and the 4 Individual entities for approval. Individual entities shall be responsible for payment of their prospective amounts. A single invoice reflecting the names of each entity and the amounts due shall be acceptable.

FY 24/25
Contract



Procurement #2(E)

Seet 13-1-98

Sub sect. V

Advertisment, media, Radio.

Television -

CITY OF TRUTH OR CONSEQUENCES

2024-2025

THIS AGREEMENT is made and entered into by and between the **City of Truth or Consequences**, State of New Mexico, hereinafter referred to as the "City" and **Sunny 505**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the City and Contractor.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed [at the rate of] One Hundred Twenty-Two Thousand dollars (122,000.00) per year plus gross receipts tax in the amount of Ten Thousand Two Hundred Seventeen dollars and Fifty cents (\$10,217.50). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$10,217.50) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$132,217.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement shall begin July 1, 2024 and terminate on June 30, 2025 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed three years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. This contract will not automatically renew and must be initiated by the City for extension. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work prior to the termination. The thirty (30) day period shall commence running upon the other party receiving such notice. Provided, however that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the

City in the notice of termination as to the performance of work under this Agreement; and
3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Commissioners, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor is an independent contractor performing services for the City and is not an employee of the City. The Contractor shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or Consequences from all liabilities, claims and obligations whatsoever arising from or under this

Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Truth or Consequences and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) In accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical

condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Truth or Consequences City. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with State laws and rules applicable to workers compensation benefits. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

The City shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Truth or Consequences City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of Truth or Consequences from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor resulting in injury or damage to persons or property during the time when the Contractor has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to

the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Truth or Consequences by certified mail.

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If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

27. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator.

28. Notice to Proceed,

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting or unless it is executed by the Truth or Consequences City Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

29. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.

30. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

31. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Angie Gonzales, City Manager
505 Sims Street
Truth or Consequences, NM 87901

To the Contractor: Sunny 505
119 Dartmouth
Albuquerque, New Mexico 87106

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Commissioners below.

By: 

Joan Griffin
119 Dartmouth
Albuquerque, NM 87106

Date: June 18, 2024

By: 

Angie Gonzales, City Manager

Date: June 18 2024

Address: 505 Sims St., Truth or Consequences, NM 87901

Attachment 1

Scope of Work

The objective of this contract is to increase City revenues through meetings, convention bookings and tour operators. The scope of work shall consist of planning, booking, coordinating and scheduling site visits, press trips and bus tours and generally the promotion of Truth or Consequences City in the Tourism Industry locally and abroad. The contract is scheduled to begin on July 1, 2024. The contract may be extended for up to three (3) one year terms and will require annual renewal, or any portion thereof at the discretion of Truth or Consequences City, pursuant to the availability of funds and satisfactory service provisions.

Realizing the benefits of a cooperative effort the Sierra County, City of Truth or Consequences, and the City of Elephant Butte are all participants and parties to this contract. It is expected the contractor will maximize the interests of each participant. Total monies appropriated are as follows:

City of Elephant Butte	\$ 5,000.00
Sierra County	\$10,000.00
City of Truth or Consequences	\$132,217.50
Total Available Funds	\$147,217.50

Understanding that a schedule of values is difficult determine prior to development of the marketing plan the following is understood by parties:

1. Contractor will facilitate community meeting(s) as necessary and develop a marketing plan acceptable to the Truth or Consequences City Tourism Board. The cost of the initial meetings and plan will not exceed \$2500.00. Marketing Plan will assign appropriately a schedule of values to be used for the first year of this contract.
2. The Marketing Plan's primary focus should be:
 - a) Public Relations and Media Outreach and,
 - b) Electronic and Social media.
3. The cost of production of advertisement packages shall not exceed 10% of the total buy.
4. The Electronic and Social Media component is thought to be approximately 90% manpower and 10% media buy.

Contractor shall submit monthly pay requests along with appropriate documentation to the Truth or Consequences City Tourism Board and the 4 individual entities for approval. Individual entities shall be responsible for payment of their prospective amounts. A single invoice reflecting the names of each entity and the amounts due shall be acceptable.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: I.2

SUBJECT: Re-appointment of Bruce Swingle to serve as a City Representative on the Sierra Vista Hospital Governing Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 5, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Bruce Swingle has submitted a letter of interest to serve another term as a city representative on the Sierra Vista Hospital Governing Board. The vacancy is usually filled by a member of the public and is appointed by our Governing Body.

Recommendation:

Re-appointment of Bruce Swingle to serve as a city representative on the Sierra Vista Hospital Governing Board.

Attachments:

- Letter of interest.

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 6-11-2025

Torres, Angela

From: Bruce Swingle <bruce@prerealinvestments.com>
Sent: Tuesday, May 27, 2025 11:15 AM
To: Whitehead, Gary; Torres, Angela
Subject: Letter of Reappointment to SVH Board
Attachments: SVH Board Reappointment Letter.docx

Categories: Agenda Items

Gary and Angela: Attached, please find my letter requesting reappointment to the hospital governing board. Thank you much..

City of Truth or Consequences Commission
505 Sims St.
Truth or Consequences, NM 87901

May 27, 2025

RE: Sierra Vista Hospital Governing Board Reappointment

Dear Mayor, Mayor Pro Tem and Commissioners:

My term on the Sierra Vista Hospital Governing Board expires on June 30, 2025. I believe that I have served the City of Truth or Consequences, the community, and the hospital honestly and effectively, and respectfully request to be reappointed to the board.

I have served on the board, either as a member or ex-official member for about 11 years, including a stint as board chair. I have completed numerous courses on hospital leadership, governance, quality, finance, and operations; and lobbied legislators and state officials on significant health care legislation and funding opportunities.

I have enjoyed my time on the hospital board and believe the hospital has accomplished a great deal over the past seven years. The hospital has improved from having just seven days of cash on hand to maintaining between 93-100 days cash. The hospital has an excellent CEO; a great staff and they will continue to improve healthcare in this community.

I want to thank the commission for their confidence in me and for appointing and reappointing me over the past several years. It has been a pleasure serving our community on this board.

Sincerely,

Bruce Swingle



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: I.3

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

DEPARTMENT: Finance

DATE SUBMITTED: June 6, 2025

SUBMITTED BY: Jocelyn Holguin, Finance Director

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases More Than \$60,000)

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Listing of Purchase Requisitions \$60,000 or More
- Purchase Requisitions, Procurement Documentation

Fiscal Impact (Finance): Choose an item.

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): Choose an item.

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-11-25

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

June 6, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: PLUMA-SPA-SHADE STUCTURE RALPH EDWARDS-PARKS

The City Finance and Procurement along with Orrin Hechler, Director of Community Services, have accomplished their diligence in obtaining multiple contractors and walkthroughs conducted at Ralph Edwards Park. Based on the outcome, a determination to utilize the Statewide Price Agreement process to procure services from Pluma LLC to construct the shade area with the Architectural design concept provided by Mr. Bill Buckly, from Solar Architects.

The project will include fiberglass sky lighting in the panels to provide window viewing for the families. Once the project is completed a security camera will be installed under the shade structure for an added security measure. Along with posted signage.

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

Note: Pluma installed the present table shade structures.

Amount Requested: \$157,740.00

Fund: 315 Grant & Match

SPA #40-000-23-00034

Regards,

Jocelyn Holguin
Finance Director/CPO

ORIGINAL

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO # _____

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 06/11/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
94571	PLUMA LLC	State Price Agreement #40-00000-23-00034	Orrin Hechler	Community Services/Parks	\$ 157,740.00	SPA
		*NMEDD OUTDOOR RECREATION GRANT				
		SHADE STUCTURE OVER PLAYGROUND				
					\$ 157,740.00	

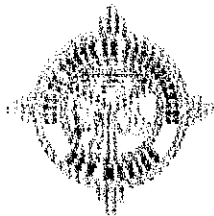
ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Major

Date



REQUISITION

Requisition #: 94571

Date: 06/03/2025

Vendor #: 9115

ISSUED TO: PLUMA LLC
6301 4TH ST NW, STE 1
ALBUQUERQUE, NM 87107-

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 SHADE STRUCTURE OVER PLAYGROUND		0.00 315-8010-80860	89,668.22
2	0 SHADE STRUCTURE OVER PLAYGROUND		0.00 315-8010-45600	55,881.95
3	0 GROSS RECEIPTS TAX		0.00 315-8010-45600	12,189.83

PO Description: STEEL SHADE STRUCTURE OVER PLAYGROUND

Detailed Description:

RALPH EDWARDS PARK SHADE STRUCTURE OVER PLAYGROUND PROJECT

NEW MEXICO STATE WIDE PRICE AGREEMENT # 40-00000-23-00034

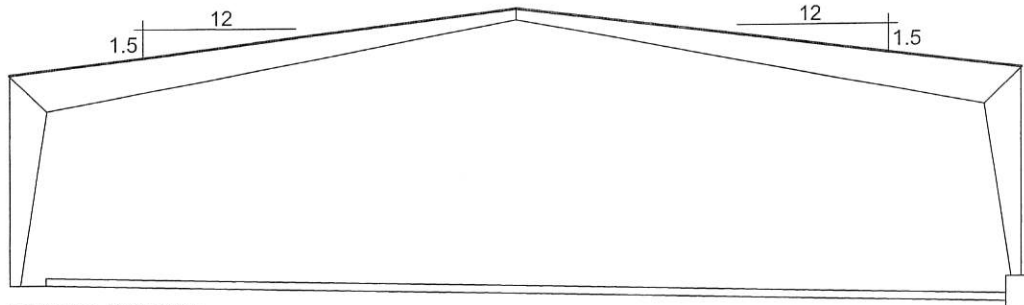
TRAILS+ GRANT FROM THE NM DEVELOPMENT DEPARTMENT

ATTACHMENTS:

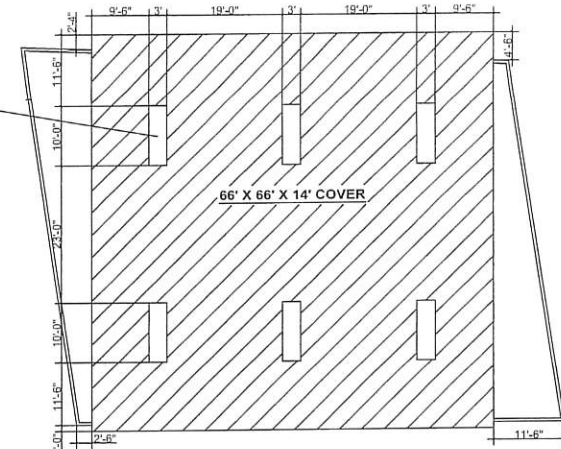
SUBTOTAL:	157,740.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	157,740.00

Authorized By: _____

NOTE:
(6) 3' X 10' FIBERGLASS LENSES,
LOCATED AS SHOWN



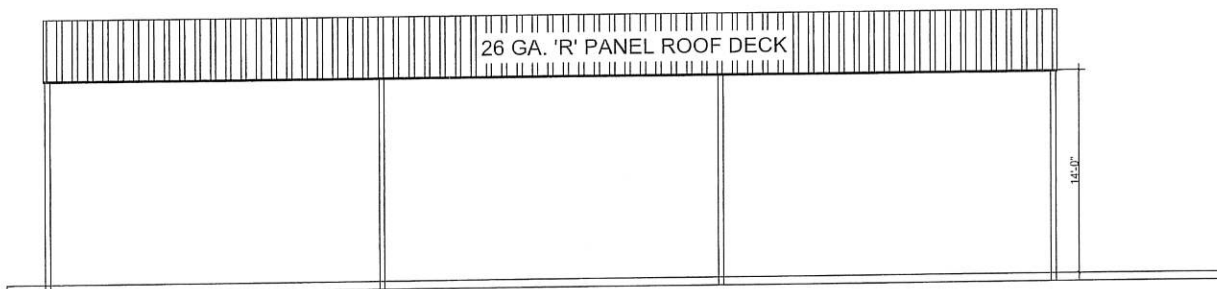
WEST ELEVATION
SCALE: 1/4" = 1'-0"



SITE PLAN
SCALE: 1" = 10'-0"



LEGAL DESCRIPTION:
RALPH EDWARDS PARK
CHILDRENS PLAYGROUND COVER



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

DESIGN DATA

TYPE OF CONSTRUCTION	2-B
TYPE OF OCCUPANCY	U
OCCUPANT LOAD:	22
SEISMIC ZONE	2B
WIND LOAD	115 MPH
SQUARE FOOTAGE: COVER	4356 S.F
EAVE HEIGHT	14'-0"
28 DAY CONC. STRENGTH	3000 PSI
MIN. SOIL BEARING CAP.	1500 PSF
SOIL DENSITY 95% MODIFIED PROCTOR	
ROOF LOAD LIVE NONREDU.	20 PSF
PARKING:	EXISTING

CODES:

- 2021 INTERNATIONAL BUILDING CODE AS AMENDED
- 2021 NEW MEXICO BUILDING CODE
- 2021 NEW MEXICO ENERGY CONSERVATION CODE
- 2021 ICC/ANSI A 117.1
- 2021 UNIFORM MECHANICAL CODE
- 2021 UNIFORM PLUMBING CODE
- 2021 NATIONAL ELECTRICAL CODE
- 2021 NEW MEXICO ELECTRICAL CODE

NO SPRINKLERS REQUIRED BASED ON SQUARE FOOTAGE.
REQUIRED EXITS: NONE
REQUIRED RESTROOMS: 1/100 ADA PROVIDED WITHIN 500'.

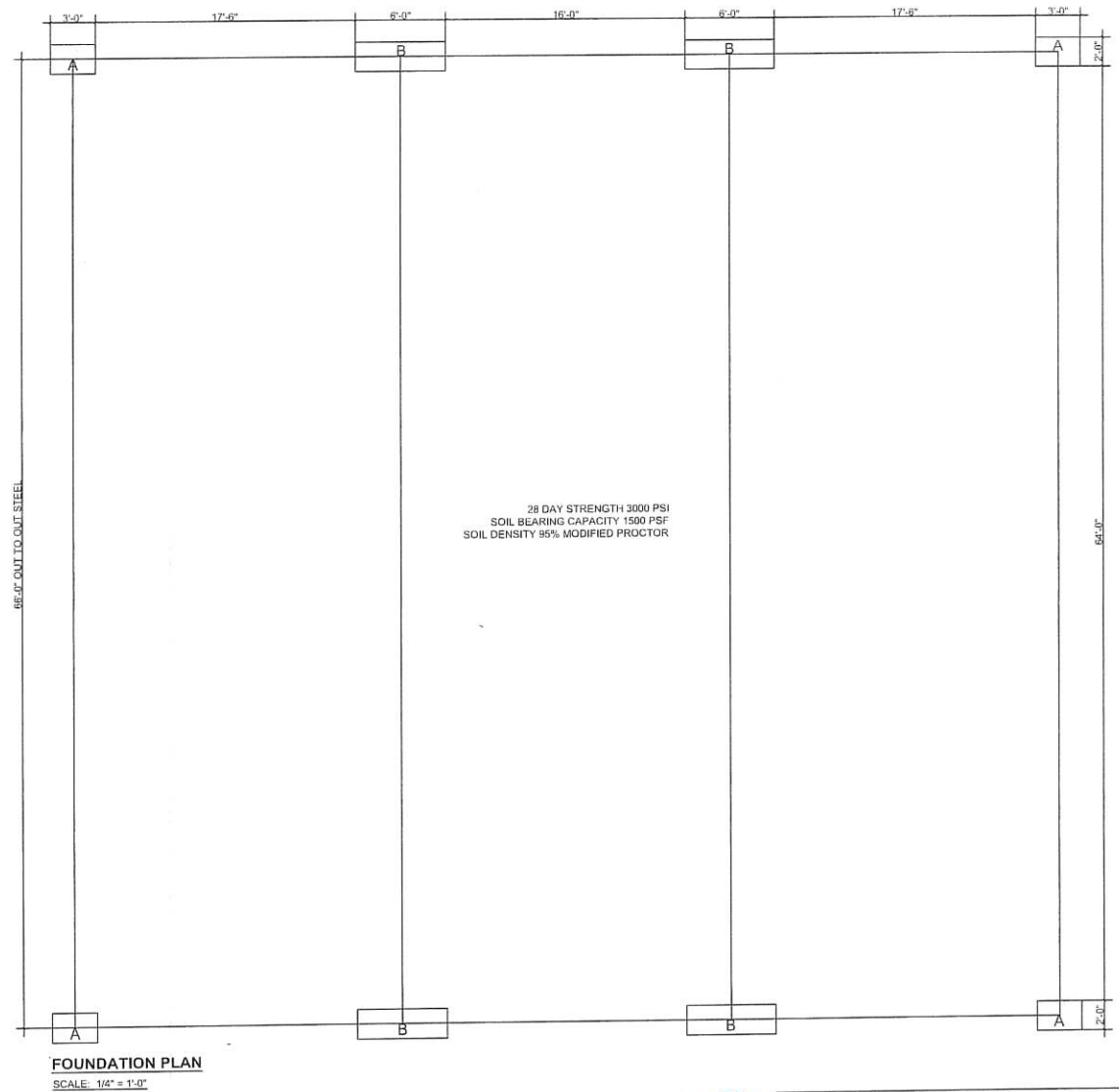
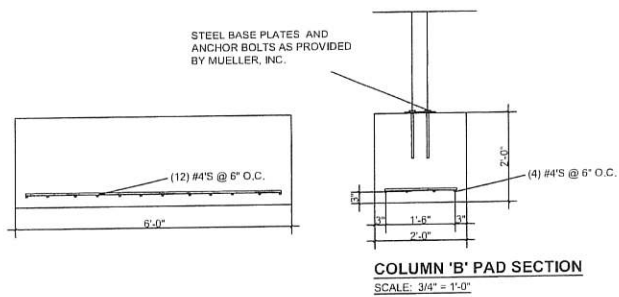
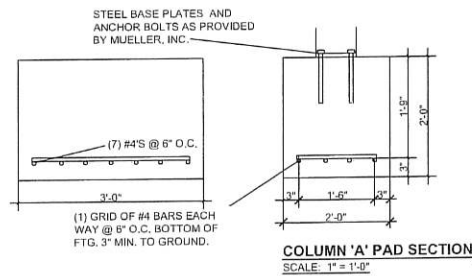


bill buckley solar architects
218 camino seis, elephant butte, nm 87935
billbuckley1@aol.com 505-263-1960

CHILDRENS PLAYGROUND COVER
RALPH EDWARDS PARK
TRUTH OR CONSEQUENCES, NEW MEXICO

NOTE:

COLUMN PAD HEIGHTS LEVELED AT MOST ADVANTAGEOUS POSITION IN RELATION TO EXISTING FINISH GRADE SLOPE. SOUTH SIDE PADS A MINIMUM OF 12" BELOW GRADE. TOTAL FOOTING DEPTH DETERMINED FROM BOTTOM TO REQUIRED LEVELING POINT TO NORTH SIDE PADS.



bill buckley solar architects
218 camino seis, elephant butte, nm 87935
billbuckley1@aol.com 505-263-1960

CHILDRENS PLAYGROUND COVER
RALPH EDWARDS PARK
TRUTH OR CONSEQUENCES, NEW MEXICO



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

Statewide Price Agreement Amendment

**Awarded Vendor:
51 Vendors**

Number: 40-00000-23-00034

Amendment No.: Two

Term: December 29, 2023 – December 28, 2025

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

Procurement Specialist: Yvette Anaya *ya*

Telephone No.: (505) 500-9737

Email: Yvette.anaya@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: General Construction Services

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 December 29, 2024 to December 28, 2025 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately. See Attached pages for vendor information and pricing escalation for (BF) B & D Industries, 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

Dorothy Mendonca

Date: 12/26/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-23-00034

Page-11

(BD) 0000049258

Northern Mountain Constructors, Inc.
PO Box 348
El Prado, NM 87529
Claire Moore 575-758-4395
claire@nmconstructors.com

Payment Term: Net 30
Delivery: as requested
Public Works: 3046520140706
License: 27983

(BE) 0000114869

Pluma, LLC
6301 4th St. NW Suite 1
Albuquerque, NM 87107
Kodi (505) 345-0755
kodi@plucys.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 1755520150602
License: 387286

(BF) 0000148381

Prestigious Paving, LLC
2706 Chamisal Avenue
Gallup NM 87301
Zane Munoz 505-488-2333
prestigiouspaving@gmail.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28419195262022
License: 401665

(BG) 0000116761

Prime Builders, LLC
P.O. Box 91480
Albuquerque, NM 87199
Eric Peterson 505-924-0455
epeterson@primebuildersnm.com

Payment Term: Net 30
Delivery: As requested
Public Works: 2496820120723
License: 365323

(BH) 0000132517

R and M Construction, LLC
PO Box 1026
Alcalde, NM 87511
Robert Sanchez 505-927-2027
robert@rmconstructionnm.com

Payment Term: Net 30
Delivery: Email - robert@rmconstructionnm.com
Public Works: 2416920120330
License: 367912

(BI) 0000142264

Red Seven Electric LLC
PO Box 181
Jarales, NM 87023
Manuel Medina 505-859-5414
mmedina@redsevelectric.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28211398962018
License: 391745



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: I.4

SUBJECT: Contract Approval for RFP #2025-04-001 Annual Audit Services/Finance
DEPARTMENT: Finance
DATE SUBMITTED: June 6, 2025
SUBMITTED BY: Jocelyn Holguin, Finance/CPO
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance/CPO

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:

Review and Approval of the new audit firm Jaramillo Accounting Group. The firm selected the Request for Proposal Process.

Attachments:

- See Attached RFP Contract #2025-04-001 Multi- Year Contract and Approved OSA Contract for FY 25 audit services- Contract #25-6176.

Fiscal Impact (Finance): Yes

\$54,889.00 in FY 25/26 total services for (4) Years- \$229,633.00 Including GRT per attached breakdown.

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 6/11/2025

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Ingo Hoeppner
Commissioner*

*Gary Whitehead
City Manager*

June 6, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: RFP #2025-04-001 AUDIT SERVICES-MULTI-YEAR AGREEMENT-JAG

The City Finance and Procurement along with a formal evaluation community, have reviewed the (2) RFP submittals for audit services. Both proposals were deemed qualified for review and based on the highest qualifying scores for services, the Jaramillo Accounting group has been selected. The office of the State Auditor has also approved JAG for audit services for Fiscal Year 24/25 and is included in this packet.

Please, review the attached contracts, cost breakdowns and approve the requested procurement. Thank you.

Amount Requested for FY 25 Audit Review: \$54,889.00 and for the (4) Year Services \$229,633.00

Fund: 101 and Enterprise

RFP #2025-04-001 Audit Services

Regards,


Jocelyn Holguin
Finance Director/CPO

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO # _____

CITY OF TRUTH OR CONSEQUENCES

CONTRACT #2025-04-001

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, hereinafter referred to as the "City" and Jaramillo Accounting Group LLC (JAG), hereinafter referred to as the "Auditor", and is effective as of the date set forth below upon which it is executed by the Chief Procurement Officer and the Board of City Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Auditor shall perform the work outlined in the Scope of Work attached hereto as Attachment 1 and incorporated herein by reference.

2. Compensation.

A. The City shall pay the Auditor in full payment for services satisfactorily for Two Hundred Twenty- Nine Thousand Six Hundred Thirty-Three Dollars and Zero Cents performed (\$229,633.00) in fiscal year Fiscal Year 25/26 through Fiscal Year 27/28, to be invoiced in deliverables after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Auditor included in total cost. The total amount payable to the Auditor under this Agreement, including gross receipts, tax and expenses, shall not exceed (\$229,633.00) split into (4) consecutive fiscal years. In no event will the Auditor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing. Per attached cost proposal breakdown.

B. Payment is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Auditor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Auditor that payment is requested, it shall provide the Auditor with a letter of exception explaining the defect or objection to the services, and outlining steps the Auditor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Auditor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Auditor's sole responsibility and shall be reported under the Auditor's Federal and State tax identification number(s).

3. **Term.**

This Agreement is for one (1) year from the date of approval by the City's Board of Commissioners. Per each fiscal year cost agreement. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed three years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Auditor's receipt of the notice of termination, if the City is the terminating party, or the Auditor's sending of the notice of termination, if the Auditor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Auditor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Auditor if the Auditor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Auditor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE AUDITOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Auditor of notice of termination of this Agreement, the Auditor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Auditor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of City Commissioners, this Agreement shall terminate immediately upon written notice being given by

the City to the Auditor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Auditor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Auditor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Auditor.

The Auditor and its agents and employees are independent Auditors performing professional services for the City and are not employees of the City of Truth or Consequences. The Auditor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of city vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Auditor acknowledges that all sums received hereunder are reportable by the Auditor for tax purposes, including without limitation, self-employment and business income tax. The Auditor agrees not to purport to bind the City of Truth or Consequences unless the Auditor has expressed written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Auditor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Auditor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Auditor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the Auditor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or Consequences from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Auditor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Auditor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Auditor under this Agreement shall become the property of the City of Truth or Consequences and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the

Auditor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Auditor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Auditor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Auditor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Auditor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Auditor does not employ, has not been employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Auditor is not a public officer or employee of the City; (ii) the Auditor is not a member of the family of a public officer or employee of the City; (iii) the Auditor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Auditor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Auditor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Auditor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Auditor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Auditor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Auditor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Auditor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Auditor learns that Auditor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Auditor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous

on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Auditor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Auditor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Auditor is found not to be in compliance with these requirements during the life of this Agreement, Auditor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Auditor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Sierra County. By execution of this Agreement, Auditor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Auditor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Auditor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Records and Financial Audit.

The Auditor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

The City of Truth or Consequences shall not be liable to the Auditor, or the Auditor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Auditor's person or property, occurring in connection with Auditor's performance of Auditor's duties according to this Agreement. Auditor shall hold the City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the City in connection with the performance by Auditor of Auditor's duties according to this Agreement.

21. Indemnification.

The Auditor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Auditor, its officers, employees, servants, Sub-Auditors or agents, or if caused by the actions of any client of the Auditor resulting in injury or damage to persons or property during the time when the Auditor or any officer, agent, employee, servant or Sub-Auditor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Auditor or any officer, agent, employee, servant or Sub-Auditor under this Agreement is brought against the Auditor, the Auditor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City and the New Mexico Municipal League by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Auditor is other than a natural person, the individual(s) signing this Agreement on behalf of Auditor represents and warrants that he or she has the power and authority to bind Auditor, and

that no further action, resolution, or approval from Auditor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the AUDITOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the AUDITOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Auditor Personnel.

Personnel proposed in the Auditor's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Auditor without prior written consent of the procuring agency of the City. Replacement of any Auditor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Auditor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City shall retain the right to request the removal of any of the Auditor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Municipal League and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting. Further, the Auditor is not to proceed with its obligations under the Agreement until the Auditor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. 2025-04-001 and the Auditor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Auditors Best and Final Offer(s), in reverse chronological order; then
5. the Auditor's proposal; then
6. the Auditor's standard agreement terms and conditions (which may or may not have been submitted as part of the Auditor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The Auditor shall defend, at its own expense, the City of Truth or Consequences against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon the Auditor's trade secret infringement relating to any product or service provided under this agreement, the Auditor agrees to reimburse

the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

- i. give the Auditor prompt written notice of any claim;
- ii. allow the Auditor to control the defense or settlement of the claim; and
- iii. cooperate with the Auditor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Auditor's opinion is likely to become the subject of a claim of infringement, the Auditor shall at its option and expense:

- i. provide a procuring agency of the City the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Auditor. The Auditor's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

36. Professional Liability Insurance.

Auditor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of [insert appropriate coverage amounts depending on assignment]. *Navigator Insurance Company- Policy #NY24APLZ0JJ09IV

BOARD CITY COMMISSIONERS OF THE CITY OF T OR C

37. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To: City of Truth or Consequences
Jocelyn Holguin, Chief Procurement Officer
505 Sims Street Truth or Consequences, NM 87901

To the Auditor: Jaramillo Accounting Group LLC (JAG)

Address: 4700 Lincon Rd NE
Albuquerque, NM 87109

Name: _____ Date: _____
Audrey J. Jaramillo, JM, CPA, CFE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Chief Procurement Officer below:

By: _____ Date: _____
Gary Whitehead, City Manager

*****Attachment 1- (4) Year Cost Proposal**

BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this day of June 11, 2025.

Rolf Hechler, Mayor

Attest:

Angela Torres
City Clerk

City of Truth or Consequences Chief Procurement Officer:

By: _____ Date: _____
Jocelyn Holguin, Finance Director/ CPO
City of Truth or Consequences

JOSEPH M. MAESTAS, P.E., CFE
STATE AUDITOR

RICKY A. BEJARANO, CPA, CGMA
DEPUTY STATE AUDITOR



State of New Mexico
Office of the State Auditor
CONSTITUENT SERVICES
(505) 476-3821

2025-06-04T22:40:19.294Z

Gary Whitehead
Manager
City of Truth or Consequences
gwhitehead@torcnm.org

Dear Gary Whitehead,

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 Jaramillo Accounting Group, LLC (the "IPA") to conduct the Fiscal Year 2025 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.osa.nm.gov * 1-866-OSA-FRAUD





COST —————

PROPOSAL FOR

ANNUAL FINANCIAL AUDIT SERVICES

RFP# 2025-04-001 BINDER #2



**For The Fiscal Year Ended June 30, 2025
(May be renewed for three additional years)**



www.JAG.CPA



4700 Lincoln Rd NE, ABQ, NM 87109



505-323-2035



admin@JAG.CPA

CITY OF TRUTH OR CONSEQUENCES
COST PROPOSAL FOR AUDIT SERVICES
For the Fiscal Years Ended June 30, 2025
(May be renewed for three additional years)

1



Our fees are based on the expertise of the individuals assigned and the hours of service personnel and the assumption that we will not encounter any unexpected circumstances. We are, and will remain, competitive with other firms.

Should you have any questions about our fees, we would appreciate the opportunity to discuss them with you before your final decision.

Our proposed fees are on the following page, **Cost Response Forms**

COLA increases are included for future years as inflation continues to impact the economy. *Included in the total hours and cost are non-audit services, such as assistance with implementations of new GASB Pronouncements.

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals.

Note that our fees are all-inclusive (travel, overhead, routine phone calls, Zoom meetings, copies, scanning, necessary letters, confirmations, presentations, etc.)

We appreciate the opportunity to be of service to Truth or Consequences.

Dated this 24th day of April 2025; Jaramillo Accounting Group LLC (JAG)

Audrey J. Jaramillo, JM, CPA, CFE, CMO, Managing Partner



APPENDIX C

COST RESPONSE FORM

FY 24/25
RFP #2025-04-001

Each firm shall provide a cost proposal. The Firm's pricing shall be inclusive of any additional cost, direct or indirect, if necessary, in providing these services (i.e. travel time, mileage, supplies, etc.)

Audit- Billing and Fees

BREAK DOWN	FIRST YR FY 24/25 HOURS	AMOUNT
FINANIAL AUDIT STATEMENT	315	\$38,000
FEDERAL SINGLE AUDIT	70	8,500
FINANCIAL STATEMENT PREPARATION	40	4,500
OTHER ALLOWED NON- AUDIT SERVICES UP TO 1K-	-	-
SUBTOTAL	435	51,000
Gross Receipt's Tax		3,889
TOTAL PROPOSAL COST		\$54,889

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Annual Cost. Such taxes shall be separately reimbursed by the City.

OFFEROR NAME: Jaramillo Accounting Group LLC (JAG)

TOTAL PROPOSED COST \$ \$54,889

COST RESPONSE FORM

FY 25/26
RFP#2025-04-001

Each firm shall provide a cost proposal. The Firm's pricing shall be inclusive of any additional cost, direct or indirect, if necessary, in providing these services (i.e. travel time, mileage, supplies, etc.)

Audit- Billing and Fees

BREAK DOWN	FIRST YR FY 25/26 HOURS	AMOUNT
FINANIAL AUDIT STATEMENT	315	\$39,140
FEDERAL SINGLE AUDIT	70	8,755
FINANCIAL STATEMENT PREPARATION	40	4,635
OTHER ALLOWED NON- AUDIT SERVICES UP TO 1K-	-	-
SUBTOTAL	435	52,530
Gross Receipt's Tax		4,005
TOTAL PROPOSAL COST		\$56,535

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Annual Cost. Such taxes shall be separately reimbursed by the City.

OFFEROR NAME: Jaramillo Accounting Group (LLC)

TOTAL PROPOSED COST \$ \$56,535

COST RESPONSE FORM

FY 26/27
RFP#2025-04-001

Each firm shall provide a cost proposal. The Firm's pricing shall be inclusive of any additional cost, direct or indirect, if necessary, in providing these services (i.e. travel time, mileage, supplies, etc.)

Audit- Billing and Fees

BREAK DOWN	FIRST YR FY 26/27 HOURS	AMOUNT
FINANIAL AUDIT STATEMENT	315	\$40,314
FEDERAL SINGLE AUDIT	70	9,018
FINANCIAL STATEMENT PREPARATION	40	4,774
OTHER ALLOWED NON- AUDIT SERVICES UP TO 1K-	-	-
SUBTOTAL	435	54,106
Gross Receipt's Tax		4,126
TOTAL PROPOSAL COST		\$58,231

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Annual Cost. Such taxes shall be separately reimbursed by the County.

OFFEROR NAME: Jaramillo Accounting Group LLC (JAG)

TOTAL PROPOSED COST \$ \$58,231

COST RESPONSE FORM

FY 27/28
RFP#2025-04-001

Each firm shall provide a cost proposal. The Firm's pricing shall be inclusive of any additional cost, direct or indirect, if necessary, in providing these services (i.e. travel time, mileage, supplies, etc.)

Audit- Billing and Fees

BREAK DOWN	FIRST YR FY 27/28 HOURS	AMOUNT
FINANIAL AUDIT STATEMENT	315	\$41,524
FEDERAL SINGLE AUDIT	70	9,288
FINANCIAL STATEMENT PREPARATION	40	4,917
OTHER ALLOWED NON- AUDIT SERVICES UP TO 1K-	-	-
SUBTOTAL	435	55,729
Gross Receipt's Tax		4,249
TOTAL PROPOSAL COST		\$59,978

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Annual Cost. Such taxes shall be separately reimbursed by the City.

OFFEROR NAME: Jaramillo Accounting Group LLC (JAG)

TOTAL PROPOSED COST \$ 59,978

STATE OF NEW MEXICO AUDIT CONTRACT

City of Truth or Consequences

hereinafter referred to as the "Agency," and

Jaramillo Accounting Group, LLC

hereinafter referred to as the "Contractor," agree:

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 **2025** 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 **\$54,889.00** 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	<u>\$38,000.00</u>
(2) Federal single audit	<u>\$8,500.00</u>
(3) Financial statement preparation	<u>\$4,500.00</u>
(4) Other nonaudit services, such as depreciation schedule updates	<u>\$0.00</u>
(5) Other (i.e., component units, specifically identified)	<u>\$0.00</u>

Gross Receipts Tax = **\$3,889.00**

Total Compensation = **\$54,889.00** 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(E). 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 Audrey J. Jaramillo. 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

CONTRACTOR

Jaramillo Accounting Group,
LLC

PRINTED NAME:

PRINTED NAME:

TITLE:

TITLE:

State Auditor Contract No. 25 - 6176



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: 1.5

SUBJECT: Review, Approve and/or Allocate Funds to the Geronimo Trail Scenic Byway for the Website Hosting & Maintenance.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: May 30, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval of the Geronimo Trail Scenic Byway application for the FY26 Website Maint & Hosting. This allocation is for FY 25/26 starting July 1, 2025.

Recommendation:

The applicant requested \$600 and the LTAB recommended the full award of \$600.

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$600.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-11-25



2025-2026 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Geronimo Trail Scenic Byway
Project/Event Name	Website Hosting & Maintenance
Event Date(s) and Location (if applicable)	n/a
Event Organizer & Title within Organization (if applicable)	Gina Kelly Executive Director
Phone Number of Organizer	575-740-3902
Email of Organizer	Director@geronimotrail.org
Organization Address	Mailing: PO Box 1072, T or C NM 87901 Physical: 523 N. Broadway, T or C NM 87901
Organization's Contact Person (If different than event organizer)	same
Contact Phone and Email for Organization's Contact Person	Same

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$600
Anticipated Attendance (not including volunteers/staff):	5000 estimated users

PART 3: CRITERIA

Was this project/event funded in 2022-2023? Circle one: Yes/No

How many times has your event occurred? List previous events years. If new, indicate "new":

The Geronimo Trail website has been online for at least 15 years

1. Define/Describe the overall project/event (what is happening at the event?)

We are requesting funds for the maintenance and hosting of this website promoting tourism in T or C & throughout Sierra County.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

The website targets people interested in learning about New Mexican history and the activities that are available surrounding our historic communities.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

We will promote the website via social media, with links from other tourism related websites (newmexico.org, sierracounty.info etc) and through any print/digital marketing that we undertake.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

n/a

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees):

increased usage of the website, information gathering via google analytics

6. How many Facebook followers do you have for this event page or organization page (for a project)? 1067 Instagram followers? n/a

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? no

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: The items listed within this budget are the only reimbursable items after funds are awarded. Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
Ready Web Service	Website hosting & maintenance	\$600
TOTAL AMOUNT REQUESTED: Must match page 1.		\$600

PART 5: FINANCIAL DISCLOSURE CHECKLIST

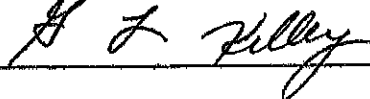
As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- ☐ IRS and Secretary of State proof of Good Standing
- ☐ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

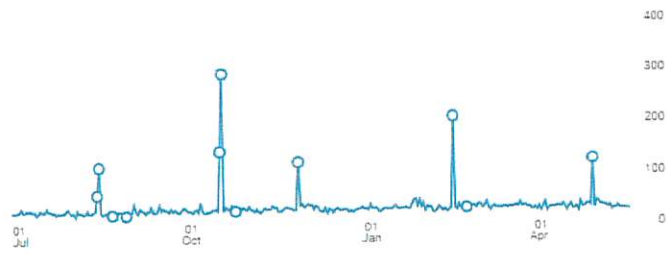
I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds 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 or on or before May 31st, 2022, whichever comes first).

Print your name and title: Gina Kelley, Executive Director

Signature: 

Date: 5/14/2025

Active users 4.6K
New users 4.6K
Average engagement time per active us 1m 48s



ACTIVE USERS IN LAST 30 MINUTES

1

ACTIVE USERS PER MINUTE



TOP COUNTRIES

United States 1

View realtime

Insights

Your Insights will appear here soon.
In the meantime, you can create new custom insights to monitor your most important metrics. [Learn more](#)

Create

View all insights

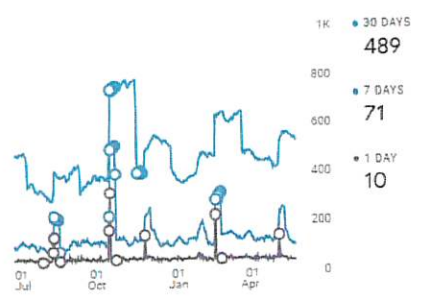
Active users by Country



COUNTRY	ACTIVE USERS
United States	3.7K
China	118
Germany	76
Canada	46
United Kingdom	45
India	34
Japan	29

View countries

User activity over time



View pages and screens

Views by Page title and screen class

PAGE TITLE AND SCREEN CLASS	VIEWS
Home Geronimo Trail Natio...	3.2K
A Brief History of Geronimo ...	1K
Visitor Center Geronimo Tr...	552
Travel Advice Geronimo Tra...	398
The Southern Route Geroni...	394
The Hot Springs of Truth or ...	392
The Northern Route Geroni...	367

Event count by Event name

EVENT NAME	EVENT COUNT
page_view	22K
session_start	5.3K
first_visit	4.5K
user_engagement	4.5K

View events

Key events by Event name

EVENT NAME	KEY EVENTS
No data available	

Average 120d value by First user primary channel group (Default C...



View user acquisition cohorts

FY26 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: 5/27/2025

Applicant: Geronimo Trail Scenic Byway

Project(s) Applied For:

1) FY26 website maintenance & hosting

Amount Requested: \$600 **Amount Approved:** \$600

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount:

Scope of Work

Award Amount Approved

1) Website maintenance & hosting geronimotrail.com	\$600
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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 **Geronimo Trail Scenic Byway FY26 website maintenance & hosting** 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 **\$600.00** to the Contractor for a period commencing on July 1, 2025, and continuing through June 30, 2026.
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 Manager’s Office no later than the last business day of **May 2026**.

- e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank,

trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the

foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. Access to Records:

- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.
18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
25. **Interest of other Local Public Officials -** No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out

of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Gary Whitehead, City Manager

Date

Jocelyn Holguin, 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 _____, 2025

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

Member DeMarino: She is talking about putting it on City Commission agenda.

Destiny Mitchell: No, I'm talking about putting it on your agenda.

Deputy Martinez: You can't because it's not included in the packet. You have to have the publication because it is an action item.

Member DeMarino: You can't because the whole spirit is transparency and that you don't sneak things into an agenda without the public knowing.

4. NEW BUSINESS:

- a. Discussion/Update: Geronimo Trail Scenic Byway Report- National Park Journal Advertising.

Gina Kelley: This was for the National Park Journal it was pretty expensive. It got us some play but it wasn't what I had hoped. I have sense talked to the provider and said I will not be doing a print ad next year because that was \$4,500. This was print, digital, and online. They had really good results from when they posted the Facebook post but it linked back to their page not ours. Which didn't do us much good. I might come back to them next year with a different idea just for digital. I'm just not going to spend that money again.

- b. Discussion/Update: Geronimo Trail Scenic Byway Report- Hot Springs Brochure.

Gina Kelley: This is the brochure. They just got printed we will be sending them out we probably have enough to last a year. We got 15,000 actually so that should last us for the year.

- c. Discussion/Update: Geronimo Trail Scenic Byway Report- Website Hosting and Maintenance.

Gina Kelley: I provided the google analytics for that it's in your packet.

- d. Discussion/Action: Geronimo Trail Scenic Byway Application- Website Hosting and Maintenance

Gina Kelley: This is for the same thing we did last year. It's the same amount of money \$600 will be for the year for hosting and maintenance.

Member DeMarino made a motion to approve a total of \$600 to the Geronimo Trail Scenic ByWay for Website Hosting and Maintenance. Member MacKenzie seconded the motion.

Motion carried unanimously.

- e. Discussion/Action: MainStreet Tor C Application- Desert Ultra 2025

Becca Eza MainStreet Director: This will be our fifth annual event this year. We moved from the end of October to November 8th which also happens to be second Saturday Art Hop. It will be a nice time to show case town to people that come in for it. A couple of months ago you approved funding for Ultra



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: I.6

SUBJECT: Review, Approve and/or Allocate Funds to MainStreet T or C for the 2025 Desert Ultra Event

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 4, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval of the MainStreet T or C application for the 2025 Desert Ultra Event. This allocation is for FY 25/26 starting July 1, 2025.

Recommendation:

The applicant requested \$6,965 and the LTAB recommended the full award of \$6,965.

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$6,965.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-11-25



2025-2026 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	MainStreet Truth or Consequences
Project/Event Name	Truth or Consequences Desert Ultra
Event Date(s) and Location (if applicable)	Saturday, November 8, 2025
Event Organizer & Title within Organization (if applicable)	Becca Eza (Sponsor Coordinator and Volunteer Coordinator; MainStreet T or C Executive Director)
	John Masterson (Race Director)
Phone Number of Organizer	Becca - 828-980-8229
	John - 575-297-9797
Email of Organizer	becca@runtorc.com
	john@runtorc.com
Organization Address	308 S. Pershing St/PO Box 1602
Organization's Contact Person (If different than event organizer)	
Contact Phone and Email for Organization's Contact Person	

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$6,965
Anticipated Attendance (not including volunteers/staff):	200

PART 3: CRITERIA

Was this project/event funded in 2024-2025? Circle one: **Yes**

How many times has your event occurred? List previous events years. If new, indicate "new"

Each of the last 4 years. This year will be the 5th annual event.

Each of the previous four years has brought 70-90 runners, many of whom bring family and friends along. This year we are attempting to expand our advertising in several ways to hopefully attract more runners (we are allowed up to 150 runners on course, per BLM restrictions).

1. Define/Describe the overall project/event (what is happening at the event?):

The event is a foot race across the river with three distances: 10K (6.2 miles), half-marathon (13.1 miles), and 50K (~32 miles). The longest distance is longer than a marathon (26.2 miles) and is therefore an "ultramarathon", hence the title "Desert Ultra". The race begins and ends at Rotary Park, utilizing the rock dam to access trails on the other side of the river. The start/finish line includes food, music, and a beer garden. Last year, thanks to Lodgers' Tax, we added a "selfie station" with a backdrop to take pictures and post to social media, increasing the visibility of the race. We plan to use the same selfie station, set up with the river and Turtleback in the background.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

We will market via social media, print, and digital ads to regional trail running enthusiasts. In the past three years our runners have ranged in age from 18 to over 70 years old. Most come from the region (Las Cruces, El Paso, Albuquerque, Santa Fe, Tucson) but we've had runners from as far away as Pennsylvania and Washington State who come specifically for this race. Ultra Running is a growing sport, and many runners travel long distances to races - we hope to tap into that market and bring new visitors to T or C.

This year, we hope to try some new things to expand our advertising reach. We have already been funded by Lodgers' Tax to advertise in Ultra Running Magazine, which has a national reach and hopefully will bring some runners who see this as a "destination" race. We are also applying for some funding to advertise at the nearby military bases. Over the past years we have had a few runners from the bases, but we think we could bring in more, as the bases have many active, fit people who are looking for things to do in the area. Thirdly, we are asking for more funding for social media promotion, as it seems to be a relatively low-cost way to get a huge reach. We'll do some boosting across the country over the summer, and as the race nears we will narrow our focus to markets within a day's drive.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

We plan to do social media marketing throughout the region (everything within a day's drive) - El Paso, Las Cruces, Albuquerque, Santa Fe, Tucson, Phoenix, Denver/Boulder, Dallas, etc.. We also plan to advertise in print (and digitally) through Ultra Running Magazine, which has national/international reach. We will also advertise at the nearby military bases. We would like to print high-quality flyers this year and distribute them to regional races and running stores/outfitters throughout New Mexico.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

Our printed materials include flyers and a print ad in Ultra Running Magazine - 95+% of which will be distributed outside Sierra County. We will send flyers to race organizers in various

cities throughout the region to have on hand at their races, and we will send some to outfitters/running stores regionally as well.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees):

Runners register for the race through the website Ultrasignup, which gives us basic demographic information on each runner (age, city, etc.) so we can easily collect data on how many out-of-town runners we have, how many are running this race for the first time, etc.

After the race weekend we email a survey to all the runners. We try to keep the survey simple and short, but can tailor it to whatever information we would like to gather on runners and the people they bring with them.

Our goal is to make the event bigger and better and introduce more trail runners to the people and amenities of T or C.

6. How many Facebook followers do you have for this event page or organization page (for a project)? 283 Instagram followers? 83

<https://www.facebook.com/torcdesertultra>

<https://www.instagram.com/torcdesertultra/>

Event organization page: <https://www.runtorc.com/>

7. If applicable, do you plan to sell advertising for this project? If so, how much ad revenue do you anticipate will be generated?

We ask for sponsors and promote their businesses on social media, race t-shirts, banners, and in person at the event.

All net sponsorship funds we raise go to the Southern New Mexico Trail Alliance, a 501(c)3 organization based in Las Cruces that supports trail building/maintenance projects

throughout the region (Becca Eza, one of our race organizers, is a board member of the SNMTA and we have an "unofficial" T or C chapter of the organization). These funds are earmarked for use in future Sierra County projects, including the Turtleback Trails Network.

8. If you are asking for funding for an existing website, be sure to attach analytics from the previous year.

n/a

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.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
Facebook	Social Media Promotion	\$500
Race flyers	Flyers to be distributed to regional outfitters/running stores, tourism info locations, and sent to regional races	\$200
Ultra Running Magazine	one final print ad in August/September issue	\$665
Sentinel	Local Newspaper Promotion	\$350
Talon	Port – A - Potties	\$250
To be confirmed	Graphic Design for adverts	\$500
MorningStar Sports	T – Shirts	\$1,750
Race photographers: Lobo Photo NM Photography (race) and Andrew Williams (behind the scenes - volunteers, etc.)	Photography	\$1,500
Hollomon AFB	Bowling monitors and movie theater previews (3 months each)	\$700
Ft. Bliss	Bowling monitor ad (1 month)	\$550
TOTAL AMOUNT REQUESTED: Must match page 1.		\$6,965

PART 5: FINANCIAL DISCLOSURE CHECKLIST

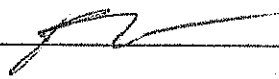
As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- ☐ 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 or on or before May 31st, 2026, whichever comes first).

Print your name and title: Becca Eza, Executive Director, Main Street T or C

Signature: 

Date: 5/22/25

FY26 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: 5/27/2025

Applicant: MainStreet Truth or Consequences

Project(s) Applied For:

1) Truth or Consequences Desert Ultra November 8 2025

Amount Requested: \$6965 Amount Approved: \$6965

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount:

Scope of Work	Award Amount Approved
1) Social media promotion	\$ 500
2) Race Flyers for statewide distribution	\$ 200
3) Print Ad Ultra Running Magazine	\$ 665
4) Print Ads Sierra County Sentinel	\$ 350
5) Porta-potties Talon Septic	\$ 250
6) Graphic design	\$ 500
7) T-shirts	\$1750
8) Photography	\$1500
9) Digital on-base advertising Holloman AFB	\$ 700
10) Digital on-base advertising Fort Bliss	\$ 550
Total	\$6965.00

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, Truth or Consequences Desert Ultra November 8, 2025** 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 **\$6,965.00** to the Contractor for a period commencing on July 1, 2025, and continuing through June 30, 2026.
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 Manager's Office no later than the last business day of **May 2026**.
 - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such

provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. Access to Records:

- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.

19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.

22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. **Interest of other Local Public Officials** - No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Gary Whitehead, City Manager

Date

Jocelyn Holguin, 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 _____, 2025

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

Member DeMarino: She is talking about putting it on City Commission agenda.
Destiny Mitchell: No, I'm talking about putting it on your agenda.

Deputy Martinez: You can't because it's not included in the packet. You have to have the publication because it is an action item.

Member DeMarino: You can't because the whole spirit is transparency and that you don't sneak things into an agenda without the public knowing.

4. NEW BUSINESS:

- a. Discussion/Update: Geronimo Trail Scenic Byway Report- National Park Journal Advertising.

Gina Kelley: This was for the National Park Journal it was pretty expensive. It got us some play but it wasn't what I had hoped. I have sense talked to the provider and said I will not be doing a print ad next year because that was \$4,500. This was print, digital, and online. They had really good results from when they posted the Facebook post but it linked back to their page not ours. Which didn't do us much good. I might come back to them next year with a different idea just for digital. I'm just not going to spend that money again.

- b. Discussion/Update: Geronimo Trail Scenic Byway Report- Hot Springs Brochure.

Gina Kelley: This is the brochure. They just got printed we will be sending them out we probably have enough to last a year. We got 15,000 actually so that should last us for the year.

- c. Discussion/Update: Geronimo Trail Scenic Byway Report- Website Hosting and Maintenance.

Gina Kelley: I provided the google analytics for that it's in your packet.

- d. Discussion/Action: Geronimo Trail Scenic Byway Application- Website Hosting and Maintenance

Gina Kelley: This is for the same thing we did last year. It's the same amount of money \$600 will be for the year for hosting and maintenance.

Member DeMarino made a motion to approve a total of \$600 to the Geronimo Trail Scenic ByWay for Website Hosting and Maintenance. Member MacKenzie seconded the motion.

Motion carried unanimously.

- e. Discussion/Action: MainStreet Tor C Application- Desert Ultra 2025

Becca Eza MainStreet Director: This will be our fifth annual event this year. We moved from the end of October to November 8th which also happens to be second Saturday Art Hop. It will be a nice time to show case town to people that come in for it. A couple of months ago you approved funding for Ultra

Magazine. Today I'm presenting the rest of what we are asking for the event this fall. We have a few different things that we are asking for this year. We increased the Facebook promotion from \$200 to \$500 because it seems like an easy way to get it out to a broader audience. We are coming to you earlier this to ask for this money so we can start broadcasting it nationally on Facebook and then in the fall we will promote regionally for people that sign up last minute. Race flyers that are something new that we have added. We have been seeing from a lot of other races they have really nice printed flyers. We are hoping to get some out to running stores, outfitters and some other races where they put them in swag bags.

Member Mackenzie: That seems like a low amount is that going to cover doing that?

Vice-Chairman Kelley: It doesn't much to print flyers.

Becca Eza MainStreet Director: Yes, printing flyers isn't too much. We don't want to go over board with it either this year. We want to see how it goes to start out with. The Ultra Running Magazine we had an agreement with them to have 3 ads in 3 of their issues and we asked for funding for the first 2 because of the fiscal year this one would be for the final ad in the August and September issue. The race photography that amount increased slightly because our photographers are charging more due to rising cost. Something new that we are asking for this year is funding to advertise on the military bases. This will be on bowling monitors. It is a lot less expensive at Holloman than at Fort Bliss to advertise but I looked to pick out something. There is a lot of ways you can do it but we figured bowling monitors are likely to be more active. Advertising for 3 months at Holloman on bowling monitors plus movie theater previews and 1 month of bowling monitors at Fort Bliss. That will be very easy to track because when people sign up for the race, we get basic demographics on where they are from, age and home town. If you approve us for that funding this year, we will take a look and see how more people we get from the bases and determine if that's worth while going forward.

Vice-Chairman Kelley: Just to let everyone know when she says the bowling alley monitors. Your talking about bowling alleys that have 60 or 70 monitors and every one of those bowling lanes has a monitor above it.

Becca Eza MainStreet Director: My understanding the ones that aren't being used are then cycling through 10 seconds of ads at a time.

Member Mackenzie: Do you have an ad prepared or who is designing it?

Becca Eza MainStreet Director: No that is part of the graphic design which Mo is probably going to do. It will be the same specs for both the bowling alley ads and the movie theater previews.

Member DeMarino: Is it just one image that you can put up there?

Becca Eza MainStreet Director: I think so. I think it is just one ad.

Member DeMarino: That one ad is it only going to focus on the Desert Ultra or you going to incorporate any other things.

Becca Eza MainStreet Director: A lot of our ads have a picture of a hot tub in it as well to show case that its part of what people can experience when they come. Typically, our ads will have a couple pictures of running in the trails and then have a hot springs image on there.

Member DeMarino: I really like that you are doing it on the same weekend as Second Saturday Art Hop.

Member DeMarino: I want to disclose that this is an application by MainStreet T or C. Gina and I are on the board how we will benefit in no way.

Member Mackenzie made a motion to approve a total of \$6,965 to the MainStreet T or C for the T or C Desert Ultra. Member DeMarino seconded the motion.

Motion carried unanimously.

f. Discussion/Action: MainStreet T or C and T or C Fiesta Application- Fiesta Reboot

Destiny Mitchell: I will have our final report on Fiesta and all the wonderful things that worked advertising wise on your July meeting. The Fiesta Committee had discusses possibly doing something year-round for Fiesta 75th including fundraisers happening in the Fall and Winter as opposed to trying to fundraise a couple of months before the event. The committee come up with the idea of doing kind of like a reboot or a relaunch in August. They City Commissioners had originally agreed to put on the game show they did not. The first one Fiesta did but they would like to continue to do another one in August and possible one at the end of the year with better advertising so we have more contestance and people. We don't want to do a lot of printed stuff but we want to get our basics flyers and posters out there. We have a lot of success with our digital ads this year for Fiesta. Our radio advertisement was amazing. Our radio ads are the only reason why we got a carnival this year. Somebody heard it on the radio at the beginning of April and said I want to bring my carnival there. About 2 to 3 weeks before Fiesta I had people calling me from Phoenix, Tucson, Mesa, El Paso, and Albuquerque saying they saw our ads on Facebook which I don't know how that happened because we did not advertise on Facebook. I think when we went with the digital ads with El Paso Times, Albuquerque Journal that kind of stuff they incorporated it to their social media. It was something I wasn't expecting but it really did make a difference I think in our advertising. For this part I was thinking if we could get that digital advertising blasting out through the summer the next 3 months, we could possibly get more people from out of town. Although I am kind of thinking this is going to be more of a local thing but we would like to get it advertised on social media. We would like to bring back Adams Radio I don't know if you guy saw them during Fiesta. They where fantastic they where doing their camper give away. They have a quarterly sales thing that they do. They were amazing their live broadcast they got interviews with a lot of people including Steve Stucker. They are great people to work with they have a great team; great reach they have different stations that they broadcast on. We were talking with the city manager Gary Whitehead who wants to bring back these kind of street fests. He wants to do them on like a quarterly basis. He wants to work with MainStreet, Chambers and so forth. He invasions the closing off of McAdoo and Healing Water Plaza area and having a band, a stage and tents. Having a street block party. This is a promotional thing its brand new in the works, nothing has been laid down but I was thinking that this kind of mini-Fiesta could be a trail run for it where we could see how it works. This year's Fiesta vendors and food trucks was out of this world it was amazing, I think. Victoria you where there how did you do on sales.

Member Harrington: I felt like I did good because I was in a good location but I felt bad for the people behind me. I would have a bunch of people and I would look behind me and they where just staring at me an they had no one. If you are walking down the street you have to go all the way to the end and if you have kids, you bolt forward because the kids don't care about the stuff behind or you had to go all the way back down behind them. That was the only thing I though with that set up, maybe have it to where it is a little more open so that you are not in front of people.

Destiny Mitchell: We actually discussed that on our vendor survey.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: I.7

SUBJECT: Review, Approve and/or Allocate Funds to MainStreet T or C and Fiesta TorC for the Annual Fiesta 75 Year Reboot.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 5, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval of the MainStreet T or C and Fiesta TorC application for the Annual Fiesta 75 Year Reboot. This allocation is for FY 25/26 starting July 1, 2025.

Recommendation:

The applicant requested \$10,500 and the LTAB recommended the full award of \$10,500.

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$10,500.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-11-25



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) (Fiesta Reboot?)
Event Date(s) and Location (if applicable)	August 22nd/23rd, or Sep 5/6 or 12/13?
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)	\$10,500.00
Anticipated Attendance (not including volunteers/staff):	500+

PART 3: CRITERIA

- I. Was this project/event funded in 2024-2025? 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! We want to continue the 75th anniversary with 2 more installments of the Game Show and other events.
- III. Define/Describe the overall project/event (what is happening at the event?):
 - A. We would like to have a "Mini-Fiesta" fundraiser for next years Fiesta. Since we had to postpone the Fiesta Golf Tournament, that is one event we'd like to bring back. We have a lot of other ideas that we could pack into a weekend. We've

also been in discussion with the City of TorC for doing street fests throughout the year and would like to have this be one of the events.

- B. Specific events we'd like to include are:
1. Fiesta Golf Tournament
 2. Live Music, vendors and Food Trucks at HWP
 3. Junk Boat Race Relaunch
 4. Sporting tournaments- Cornhole, horseshoe, fishing, etc.
 5. Fiesta LIVE! Gameshow at El Cortez
 6. Relaunch of Fiesta T-shirts and Merch
 7. Releasing a 75th Annual Fiesta Commemorative Collectors Coin
 8. Open to other ideas
- IV. Who is your target audience for your project/event and advertising (who do you want to attend?)
- A. Mainly local support, but we would like to do digital advertisement in a few places for max attendance.
- V. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?
- A. Based on the analytics from our posts for Fiesta 2025, we'd like to keep somewhat of the same geographic locations, however, we would eliminate the LA Times, but might look into more digital advertisement.
- VI. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?
- A. The majority of printing costs we will ask for this year will primarily be for local distribution. We have some leftover postcards, rack cards, coasters, stickers, and commemorative schedules to give away still.
- 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 some new ideas we'd like to implement including utilizing QR codes for tracking.
- VIII. How many Facebook followers do you have for this event page or organization page (for a project)?
- A. 3.8 K
- 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 do not anticipate selling advertisement for this event.
- X. If you are asking for funding for an existing website, be sure to attach analytics from the previous year.
- A. Funding for website will be included in a later application.

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.

I. All Advertisements:

A. Media & Merchandise:

Total (\$300.00)

1. Printed Materials: Flyers Color copies \$.15 per copy X 300.....\$150.00
 - a) Posters: 200qt 11X17.....\$150.00

B. Printed/Digital & Newspaper Ads:

Total (\$1,500.00)

1. New Mexico Magazine:.....\$600.00
2. El Paso Times:.....\$300.00
3. Arizona Daily Star: (Tucson):.....\$300.00
4. Albuquerque Journal:\$300.00

C. Digital/Social Media Ads:

Total (\$800.00)

1. Graphic Design:.....\$500.00
2. Social Media Boosting:.....\$300.00

D. Radio/TV Advertisement:

Total (\$2,000.00)

1. Adams Radio 98.7: (El Paso/Las Cruces).....\$2,000.00

II. Sanitation:

Total (\$1,600.00)

1. Porta-Trailer: Talon Septic.....\$1,600.00

III. Safety/Security:

1. Commercial Grade Tent (for all Fiesta's).....\$4,300.00

Total: \$10,500.00

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: _____

Signature: _____

Date: _____

FY26 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: 5/27/2025

Applicant: MainStreet Truth or Consequences

Project(s) Applied For:

1) Truth or Consequences Fall Fiesta

Amount Requested: \$10,500 Amount Approved: \$10,500

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount:

Scope of Work	Award Amount Approved
1) Printed materials – flyers & posters	\$ 300
2) NM Magazine advertising	\$ 600
3) El Paso Times advertising	\$ 300
4) Arizona Daily Star advertising	\$ 300
5) Albuquerque Journal advertising	\$ 300
6) Graphic Design	\$ 500
7) Social Media promotions	\$ 300
8) Radio Ads Adams Radio	\$2000
9) Porta-Trailer Talon Septic	\$1600
10) Commercial Grade Tent	\$4300
Total	\$10,500.

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, Truth or Consequences Fall 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 \$10,500.00 to the Contractor for a period commencing on July 1, 2025, and continuing through June 30, 2026.
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 Manager’s Office no later than the last business day of **May 2026**.

- e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank,

trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the

foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
17. **Access to Records:**
- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

- 18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
- 19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
- 20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
- 21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
- 22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
- 23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
- 24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- 25. **Interest of other Local Public Officials -** No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out

of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Gary Whitehead, City Manager

Date

Jocelyn Holguin, 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 _____, 2025

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

Member DeMarino: I want to disclose that this is an application by MainStreet T or C. Gina and I are on the board how we will benefit in no way.

Member Mackenzie made a motion to approve a total of \$6,965 to the MainStreet T or C for the T or C Desert Ultra. Member DeMarino seconded the motion.

Motion carried unanimously.

f. Discussion/Action: MainStreet T or C and T or C Fiesta Application- Fiesta Reboot

Destiny Mitchell: I will have our final report on Fiesta and all the wonderful things that worked advertising wise on your July meeting. The Fiesta Committee had discusses possibly doing something year-round for Fiesta 75th including fundraisers happening in the Fall and Winter as opposed to trying to fundraise a couple of months before the event. The committee come up with the idea of doing kind of like a reboot or a relaunch in August. They City Commissioners had originally agreed to put on the game show they did not. The first one Fiesta did but they would like to continue to do another one in August and possible one at the end of the year with better advertising so we have more contestance and people. We don't want to do a lot of printed stuff but we want to get our basics flyers and posters out there. We have a lot of success with our digital ads this year for Fiesta. Our radio advertisement was amazing. Our radio ads are the only reason why we got a carnival this year. Somebody heard it on the radio at the beginning of April and said I want to bring my carnival there. About 2 to 3 weeks before Fiesta I had people calling me from Phoenix, Tucson, Mesa, El Paso, and Albuquerque saying they saw our ads on Facebook which I don't know how that happened because we did not advertise on Facebook. I think when we went with the digital ads with El Paso Times, Albuquerque Journal that kind of stuff they incorporated it to their social media. It was something I wasn't expecting but it really did make a difference I think in our advertising. For this part I was thinking if we could get that digital advertising blasting out through the summer the next 3 months, we could possibly get more people from out of town. Although I am kind of thinking this is going to be more of a local thing but we would like to get it advertised on social media. We would like to bring back Adams Radio I don't know if you guy saw them during Fiesta. They where fantastic they where doing their camper give away. They have a quarterly sales thing that they do. They were amazing their live broadcast they got interviews with a lot of people including Steve Stucker. They are great people to work with they have a great team; great reach they have different stations that they broadcast on. We were talking with the city manager Gary Whitehead who wants to bring back these kind of street fests. He wants to do them on like a quarterly basis. He wants to work with MainStreet, Chambers and so forth. He invasions the closing off of McAdoo and Healing Water Plaza area and having a band, a stage and tents. Having a street block party. This is a promotional thing its brand new in the works, nothing has been laid down but I was thinking that this kind of mini-Fiesta could be a trail run for it where we could see how it works. This year's Fiesta vendors and food trucks was out of this world it was amazing, I think. Victoria you where there how did you do on sales.

Member Harrington: I felt like I did good because I was in a good location but I felt bad for the people behind me. I would have a bunch of people and I would look behind me and they where just staring at me an they had no one. If you are walking down the street you have to go all the way to the end and if you have kids, you bolt forward because the kids don't care about the stuff behind or you had to go all the way back down behind them. That was the only thing I though with that set up, maybe have it to where it is a little more open so that you are not in front of people.

Destiny Mitchell: We actually discussed that on our vendor survey.

Member Harrington: They only other feedback I had was a lot of people that where there for the music said that all they heard was generators because all the food trucks where right by the music. People will walk to food so maybe flip flop them and up the vendors by the alcohol and the food on the other side. People will walk to the food and they will stumble to us and spend their money.

Destiny Mitchell: That's a great idea. We are in negotiation with the City to upgrade all of the electrical downtown because that was my problem I had 10 food trucks that needed the 220 plug and I only had 4 220 plugs. I though there was more and there aren't so we had to do some last-minute scrabbling and move 3 or 4 food trucks where the poles were. Hopefully that will get strained out next year and the vending I like the whole idea of opening it up and or moving so there are not double rows. I think if we could get 4 really good food trucks and 15 to 20 decent vendors, we could do a mini-Fiesta. We could raise some funds and generate support. We could do Friday night we do the game show, Saturday morning instead a parade we do a junk boat parade. We have some ideas. Basically, what we are doing is last minute come in and ask for anything that you guys would be willing to give us for this event. I think we were allotted \$56,000 for the 75th Fiesta Anniversary and we expended \$52,000 I believe. We spent just about all of it. It was last minute a band pulled out. This is what are looking at and also trying to gear up and generate more support and volunteers for the future.

Member Harrington: For the dates I would not do September, everyone is going to be at the lake. It's the last hooray out there.

Vice-Chairman Kelley: Its Labor Day weekend, isn't it?

Destiny Mitchell: Labor Day weekend is actually August 31st and September 1st.

Member Harrington: I think most people will go on the September just because its typically in September.

Destiny Mitchell: I was looking at August 22 through the 23 the weekend before Labor Day that way people haven't spent all their money on Labor Day weekend and they still have some to flow. I know we don't want to do it Labor Day weekend. September 5th and 6th is Art Hop. I would love to team it up with that as well. As an option I put 12th and 13th of September because I didn't know if there was something going on for Second Saturday Art Hop. I didn't want to compete. Those are the dates we are open and flexible and I am welcome to your feedback.

Member DeMarino: Is this a 1-time thing?

Destiny Mitchell: This one is a trail run.

Member DeMarino: Is it 1 night?

Destiny Mitchell: No, we would like it to be Friday night and all-day Saturday. The game show on Friday night and the street dance on Saturday night. Kind of like we did for Fiesta but instead of trying to book stuff on Sunday just have the street dance go till 10 or 11 on Saturday night but it starts on Friday night.

Vice-Chairman Kelley: Art Hop is on the 13th.

Destiny Mitchell: Ok. It's a weird month so that's why I included the 12th and the 13th because that's the Art Hop night. This is a trail run if this works out pretty well, I would like to do it again late November, early December. Maybe team it up with the holiday sing along, old fashion Christmas. One thing I noticed was having Fiesta, Rodeo the Film Festival that weekend I know it was a lot but a lot of people came for a lot of different things and I think that really gets our name out there. We have talked about this before how when cross promote and you have events that complement each other. I'm all about

anything we can do with Fiesta. Starting a whole new thing is hard but if you can partner and pig back with other things that are already happening, we are willing to do that.

Member DeMarino: Basically, what I see is your looking for \$6,200 because one of those is a tent.

Destiny Mitchell: The tent that was a Rolf Hechler and Gary Whitehead idea. They want a commercial tent. The tent that we have are not commercial.

Member DeMarino: Right, they have the poles that go along the ground and people are tripping over those. I get all that. For the event itself it's like \$6,200 I think we need to look at it in that context.

Destiny Mitchell: I'm ok with the whole tent coming out thing. That was a last-minute throw in of it's something that needs to happen it doesn't have to happen for this event and it doesn't have to be given to Fiesta.

Member MacKenzie: You say the majority if your printing cost will be primarily for local distribution.

Destiny Mitchell: Yes, that is a full disclosure. We are printing out early this year we went to chambers of commerce and visitor's centers all across New Mexico. I dropped off a hole case in Kingmen Arizona. It's a lot of work and I don't think it brought the return that we needed. That is why instead of asking for massive amount of printed stuff that I don't have the ability to distribute I'm looking for things that we can put up in our shop windows. So, when people come through on the weekends heading out to the lake, they can see a 20x40 poster that says Fiesta Reboot this weekend and be that draw.

Vice-Chairman Kelley: I don't know why you're calling it a Fiesta Reboot.

Destiny Mitchell: I don't know what to call it. We thought about Mini Fiesta, Fiesta 2.0, Fiesta in August or Fall Fiesta.

Member DeMarino: Fall Fiesta sounds great.

Member Harrington: Is it going to be on one street?

Destiny Mitchell: We know it can't go on Main or Date Street.

Member Harrington: If you call it a street party people will come out.

Destiny Mitchell: We were thinking a McAdoo or Sims. All the vendors where on Sims for Fiesta and that was ok except, we had the city hall offices and the bank open so if we move everything to McAdoo, we can shut that street down anytime it's a city street and we can put whatever we want on it. I'm thinking we can do that and Healing Waters Plaza you have this great location that is out of the way.

Member Harrington: Krab Kingz is going to be here the 13th because that is my 5-year anniversary and we are doing a party that day as well. They are the one food truck that advertise a lot. They always cross promote everything that is going on in town they cross promote with out even being asked to.

Destiny Mitchell: That is definitely something to take into consideration.

Member Harrington: Morning Stars Anniversary is that week also so I can see if they want to join.

Destiny Mitchell: That would be good. You are right there we have the other side of the Healing Waters Plaza which is directly on the back of your business. People have requested the Famous JJ place that had the gyro and the Snack Smoke Shack that has the Philly sandwiches. We had a great selection I know we can get the food. I'm pretty sure we can get the merchants. We can find the bands and again not asking for a reimbursement for that Fiesta would cover that. Being able to put something on but do it

professionally and do it correctly and not just put out flyers the week before on Facebook. We learned the hard way that does not help.

Member DeMarino: Is this a Fundraiser or is this an event? If it's both, how do you expect to make money for Fiesta?

Destiny Mitchell: I would say it is more of a promotional event as opposed to necessarily a fundraiser. I know that we will be making some money on it selling vendor spots and food truck spots. I see it as more of a breaking even promotional thing as opposed to gathering a whole bunch of money out of it. We were thinking about relaunching that 75 for 75 for that. We also had to put in a second order for T-Shirts for people wanting to buy them. We gave away all the lodgers tax shirts and they where such a great design we had people tell us they would pay us \$25 for one. We are going to do a reprint from our budget and sell them.

Member DeMarino: I think we need more things of course.

Vice-Chairman Kelley: I would shoot for the mid-September date. The nice thing about that is we all know that everybody in New Mexico has events all through out October so it will probably be easier to get the food trucks.

Member Harrington: if you do that and I will tell Krab Kingz to move to that street. We were just doing it so there would be a food option but if there are food options, I would tell them to move over there.

Member DeMarino made a motion to approve a total of \$10,500 to the MainStreet T or C and Fiesta T or C for T or c Annual Fiesta 75 years reboot. Member MacKenzie seconded the motion.

Motion carried unanimously.

g. Discussion/Update: Sierra County Arts Council Report- Ongoing Marketing to Promote Sierra County and T or C as an Arts Destination.

Christien Auten: We didn't have the Field Guide when I submitted the report but I have it now so I brought it for you guys to see. That is the biggest item we had and of course our email server that we use and our website maintenance for Ruwana and the website domain renewal.

Vice-Chairman Kelley: Do you have the analytics?

Christine Auten: I attached them to the application.

Member DeMarino: The logo there is a design guideline packet that indicated there should be white space all around. Do you guys have the design guidelines?

Christine Auten: I don't.

Member DeMarino: I will send it to you.

Christine Auten: ok, thank you for pointing that out.

Vice-Chairman Kelley: Do you know what your stats are on the constant contact?

Chistine Auten: I don't have those stats but I can get them to you. Its not great ill be honest our open rate isn't great. Its one of the things that we are addressing with some redesign. Rebecca has been using



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: I.8

SUBJECT: Review, Approve and/or Allocate Funds to the Sierra County Arts Council for Ongoing Marketing to Promote Sierra County and T or C as an Arts Destination

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 5, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval of the Sierra County Arts Council application for Ongoing Marketing to Promote Sierra County and T or C as an Arts Destination. This allocation is for FY 25/26 starting July 1, 2025.

Recommendation:

The applicant requested \$10,095 and the LTAB recommended the award of \$ 10,725. The board was only able to approve \$30 for website hosting; this will cover July 2025-Feb 20,2026. The board recommended adding \$900 for photography so that the Arts Council has an improved photo library.

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$10,725.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-11-25

2025-2026 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Sierra County Arts Council
Project/Event Name	Ongoing Marketing to Promote Sierra County and TorC as an Arts Destination
Event Date(s) and Location (if applicable)	July 1, 2025 - June 30, 2026 - full fiscal year
Event Organizer & Title within Organization (if applicable)	Stacy Blum-Hay - SCAC Lodgers Tax Committee C-Chair Christine Auten - SCAC Vice President - SCAC Lodgers Tax Committee Co-Chair
Phone Number of Organizer	Stacy - 209-768-2787 Christine - 512-751-7313
Email of Organizer	stacyhayartist@gmail.com christine@theunitedprojectsalliance.com
Organization Address	P.O. Box 1924 Truth or Consequences, NM 87901
Organization's Contact Person (If different than event organizer)	Rebecca Speakes, SCAC Secretary
Contact Phone and Email for Organization's Contact Person	scacnewmexico@gmail.com

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$10,095.00
Anticipated Attendance (not including volunteers/staff):	Varies by event.

PART 3: CRITERIA

Was this project/event funded in 2024-2025? Circle one: Yes / No

How many times has your event occurred? List previous events years. If new, indicate "new":

Ongoing Marketing - The SCAC is committed to promoting Sierra County and TorC as an arts destination.

1. Define/Describe the overall project/event (what is happening at the event?):

The SCAC regularly supports and organizes events and projects that enhance the "arts" profile of TorC, specifically, and Sierra County as a whole. This request covers expected expenses July 1, 2025-June 30, 2026

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

As with all SCAC marketing efforts, we hope to draw the attention of anyone who is interested in exploring the largely underrated Southern New Mexico art scene. We are newly committed to making TorC a premier art tourism destination on par with Santa Fe and Taos, but with our own unique feel. The more we highlight everything that we are working on, the higher our profile will be.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

We will target our Social Media campaigns throughout the Southwest - West Texas, New Mexico, Arizona, Nevada, with specific cities outside that range - Austin and Seattle, for example

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

The brochures noted in this application will be distributed locally at tourist points of interest and in the Visitor Center, with further distribution (about 75%) to Visitor Centers across the Southwestern US.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

We will be looking at attendance numbers, membership numbers and email newsletter subscription numbers to gauge the success of our marketing efforts.

6. How many Facebook followers do you have for this event page or organization page (for a project)?

236**

Instagram followers? 362**

**We hope to increase these numbers through targeted ad campaigns.

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate ad revenue will be generated?

The SCAC does not plan to sell advertising for any of the expenses covered in this application.

8. If you are asking for funding for an existing website, be sure to attach analytics from the previous year.

See attached analytics – Our last redesign was over 6 years ago. We are proposing a complete redesign that will vastly improve the SEO for the whole site, with upgraded video display, calendar listings, and UX improvements. The aim is a more media heavy site that is easier to navigate.

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 regard 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.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
Blue Host	Website Hosting - 3yrs renews Feb 20, 2026	\$300.00
Blue Host	Domain Registration 1yr, renews Feb 20, 2026	\$25.00
Constant Contact	Email Campaign Client billed per campaign	\$120.00
Ready Web Services	Website Updates (content, events, calendar, etc) Jul'25-Jun'26	\$1,500.00
Ready Web Services	Complete Website Re-design - mid-late 2025	\$3,000.00
Ready Web Services	Video Editing (Art Talks, Performances, etc) Jul'25-Jun'26	\$1,000.00
Meta	Social Media Campaigns Jul'25-Jun'26	\$500.00
U-Printing	Reprint Murals Brochure (8.5"x11", Full Color, Tri-Fold)	\$800.00
U-Printing	Reprint Galleries Brochure (8.5"x11", Full Color, Tri-Fold)	\$800.00
Southwest Contemporary	New Mexico Field Guide Ad (2026 Full Page Ad)	\$1,800.00
Various Vendors	Flyers, Posters, etc (Marketing for Events)	\$250.00
TOTAL AMOUNT REQUESTED: Must match page 1.		\$10,095.00

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.

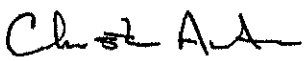
☐ IRS and Secretary of State proof of Good Standing

✓ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

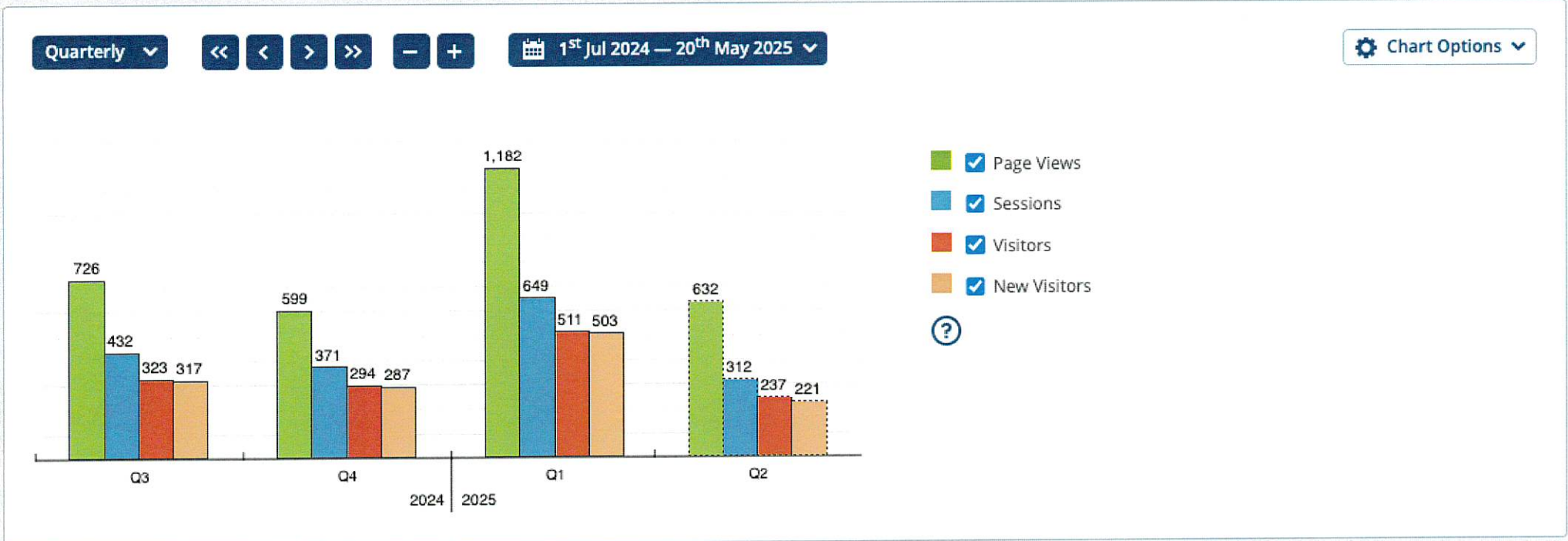
I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds 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: Christine Auten, Sierra County Arts Council Vice President

Signature: 

Date: May 21, 2025

Summary Stats ?



Average Quarterly Page Views	Average Quarterly Sessions	Average Quarterly Visitors	Average Quarterly New Visitors
784.8	441.0	341.3	332.0

	Page Views	Sessions	Visitors	New Visitors
+ Q2 2025	632	312	237	221
+ Q1 2025	1,182	649	511	503
+ Q4 2024	599	371	294	287
+ Q3 2024	726	432	323	317
Total	3,139	1,764	1,365	1,328

FY26 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: 5/27/2025

Applicant: Sierra County Arts Council

Project(s) Applied For:

1) Arts Destination Marketing

Amount Requested: \$10,095 Amount Approved: \$10,725

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount: The board was only able to approve \$30 for website hosting; this will cover July 2025-Feb 20,2026. The board recommended adding \$900 for photography so that the Arts Council has an improved photo library

Scope of Work	Award Amount Approved
1) Website hosting	\$ 30.00
2) Domain registration	\$ 25.00
3) Constant Contact	\$ 120.00
4) Website updates	\$1500.00
5) Video editing	\$1000.00
6) Social Media promotion	\$ 500.00
7) Mural Brochure update & reprint	\$ 800.00
8) Gallery Brochure update & reprint	\$ 800.00
9) Print ad NM Field Guide	\$1800.00
10) Flyers, posters for marketing events	\$ 250.00
Total	\$10,725

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and Sierra County Arts Council, Arts Destination Marketing 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 \$10,725.00 to the Contractor for a period commencing on July 1, 2025, and continuing through June 30, 2026.
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 Manager’s Office no later than the last business day of **May 2026**.

- e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank,

trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the

foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. Access to Records:

- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.
18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
25. **Interest of other Local Public Officials -** No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out

of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Gary Whitehead, City Manager

Date

Jocelyn Holguin, 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 _____, 2025

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

an old format and it looks the same for every email. We are going to try and introduce some graphics and pictures. We are trying to help with our open rates it's probably like 3% and the click through is 1% so its not great ill be honest about that. That's one of those things that we definitely need to look at. I put that in our things we would like to change.

h. Discussion/Action: Sierra County Arts Council Application- Ongoing Marketing to Promote Sierra County and T or C as an Arts Destination.

Christine Auten: This is for the full year. We lumped it into one because it's not really projects based its more of just our on-going marketing. The things in here I know would be question would be the 3-year renewal for our website hosting. When it was originally signed up for there were options you could do the 3-year, 1 year or you can do monthly. The 3 year is cheaper so who ever set it up chose that option and its coming due in February. I realized that goes outside of our fiscal year.

Member DeMarino: So, it would be \$100 for a year?

Christine Auten: I believe so. If we can't do the extra \$200, should I try and change that registration to yearly instead of every 3 years.

Chairman Foerstner: How did they use to pay for it?

Christine Auten: I don't know.

Vice-Chairman Kelley: They use to come to us. I would say just change it so your year starts with the fiscal year.

Christine Auten: You will see down further in the list there is a complete website re-design which will address that issue.

Member DeMarino: Its really only March, April, May, and June so it's only 4 months if it renews in February.

Vice-Chairman Kelley: But that would mean July, August, September, October, November, December, January and February. This is for this fiscal year.

Member DeMarino: I get that but where they already paid this fiscal year? When does it end?

Vice-Chairman Kelley: February 20th.

Member DeMarino: So they are already paid through next February.

Vice-Chairman Kelley: Is that True?

Christine Auten: Yes.

Member DeMarino: Its 4 months so it wouldn't be the full \$100. Its part of a bigger application so you can put it in there everything is something. But I think that's all we can do.

Member Harrington: Who do you have taken the photos for the guide?

Christien Auten: They are pictures that had been taken at other events throughout the years.

Member Harrington: Looking at these pictures they are not good.

Member DeMarino: Do you want to add a photographer to this ask?

Christine Auten: That would be awesome. We don't really know of one.

Member DeMarino: I can refer some to you. It seems like photographers run \$800 to \$900 a day.

Christine Auten: Its really expensive to hire a photographer.

Member MacKenzie: So you want to add 2 days of photography?

Member DeMarino: Only 1 day. If they do one art hop and during the day go to different galleries they should have plenty of pictures.

Christine Auten: The printing is not accurate either we chose blue and it looks purple.

Member DeMarino: Another suggestion is in the past we have used hot springs cool art instead of small-town big art. That way you can tie in the hot springs. You don't have to its just a thought.

Christine Auten: With that ad you get the business listing and 2 calendar event listing. I'm taking the suggestion for our social media because we do need to reach further with our social media ads just posting something for local followers is not going to do it. The big thing is the website redesign because it was 6 years ago when the website was last designed and it had different people add and subtract things over the years and they have made it difficult to load. We do need to relook at everything and again that is under Ruwana suggestion as well.

Member DeMarino made a motion to approve adjusted amount of \$9825 and an additional amount of \$900 for photography for a total of \$10725 to the Sierra County Arts Council for Ongoing Marketing to Promote Sierra County and T or C as an Arts Destination. Member MacKenzie seconded the motion.

Motion carried unanimously.

i. Discussion/Update: Sierra County Arts Council Report- Artist of Sierra Country Studio Tour.

Christine Auten: We went through the whole visitor sign ins to show. We had more out of town pins then we thought we would. The number are small from each town but it still for our first year it shows that we reached out. We really credit our social media for that. Our graphic designer was really good so she was able to do quit a bit of stuff that was very engaging. We learned we didn't have enough people and we need to be able to pay some more designers to get us better work. We also needed more volunteers especially for follow up and clean up. As you guys now any physical sign in sheet that you have to be logged in and we have 27 of them. It's a daunting task trying to decipher hand writing. It took us a while but we got it done.

j. Discussion/Action: Sierra County Arts Council Application- Artist of Sierra County Studio Tour.

Christine Auten: We are asking about the same amount that we were awarded last year. Last year we asked for some signage that we can reuse. We had a lot of things last year that we are going to reuse. So, we don't need to ask for them again. One of the things on here is something that we wanted to do last year but didn't have the designer and manpower to do and that's the tour stop passbook. That is the main new thing on here and also some extra money for designers.

Member MacKenzie: Can you tell us about the passport book.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: I.9

SUBJECT: Review, Approve and/or Allocate Funds to the Sierra County Arts Council for Artists of Sierra County Studio Tour Nov 1 & 2, 2025

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 5, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval of the Sierra County Arts Council application for the Artists of Sierra County Studio Tour Nov 1 & 2, 2025. This allocation is for FY 25/26 starting July 1, 2025.

Recommendation:

The applicant requested \$6,910 and the LTAB recommended the award of \$5,710. The board did not approve the \$1200 request for a passport book, as this will be handed out at the event & was determined to not put "heads in beds".

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$5710.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-11-25

2025-2026 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Sierra County Arts Council
Project/Event Name	Artist of Sierra County Studio Tour
Event Date(s) and Location (if applicable)	July 1, 2025 - June 30, 2026 - full fiscal year
Event Organizer & Title within Organization (if applicable)	Stacy Blum-Hay - SCAC Lodgers Tax Committee C-Chair Christine Auten - SCAC Vice President - SCAC Lodgers Tax Committee Co-Chair
Phone Number of Organizer	Stacy - 209-768-2787 Christine - 512-751-7313
Email of Organizer	stacyhayartist@gmail.com christine@theunitedprojectsalliance.com
Organization Address	P.O. Box 1924 Truth or Consequences, NM 87901
Organization's Contact Person (If different than event organizer)	Rebecca Speakes, SCAC Secretary
Contact Phone and Email for Organization's Contact Person	scacnewmexico@gmail.com

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$6,910.00
Anticipated Attendance (not including volunteers/staff):	300-500

PART 3: CRITERIA

Was this project/event funded in 2024-2025? Circle one: Yes/No

How many times has your event occurred? List previous events years. If new, indicate "new":

This will be the second year for the Artists of Sierra County Studio Tour. The first occurrence was November 2-3, 2024

1. Define/Describe the overall project/event (what is happening at the event?):

This is a self-guided TOUR through the workspaces of artists who create their projects within Sierra County. Attendees will have several locations at which to collect a TOUR MAP and other materials, with an optional "Starting Point" at a designated location in downtown T or C. From there they will visit their preferred "STOPS" on the tour.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

Our target audience includes art enthusiasts, aged 18-85 with disposable income for travel, leisure and art collecting. Primary interests: the art-making process, collecting art, supporting arts communities. Secondary interests: desert landscapes and destinations, outdoor activities, visiting mineral hot springs.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

We had very good success in focusing on Las Cruces, Ruidoso, Albuquerque, Santa Fe, Taos, Silver City, Deming, Alamogordo, Magdalena, Socorro, and Dixon in New Mexico. Tucson, Phoenix, and Flagstaff in Arizona. El Paso, Marfa, San Angelo, and Austin in Texas. We will continue that strategy this year.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

As with last year, our primary marketing will be online via email newsletters, targeted social media campaigns, and event calendar listings. Team members will distribute printed materials in person to various arts-focused establishments in target markets. This distribution will account for approximately 75% of our printed materials. The remaining 25% will be distributed in locations within Sierra County that are frequented by out of town visitors.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

As with year one, we will have sign-in sheets at every TOUR STOP. We will be tracking website traffic via Google Analytics and social engagement via Meta Business. If we have enough personnel we will do outreach to hotels and short-term rentals for direct followup.

6. How many Facebook followers do you have for this event page or organization page (for a project)?

90 (82 "interested" in Facebook event) Instagram followers? 122 ***see social media stats in attached report.*

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate ad revenue will be generated?

We are considering selling advertising in the "Passbook" to offset the costs of the "Prizes" that attendees can win if they visit certain numbers of STOPS.

8. If you are asking for funding for an existing website, be sure to attach analytics from the previous year.

Google Analytics was not set up properly to track website traffic in year one. That has now been remedied.

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 regard 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.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
DreamHost	Website Hosting 1 yr, renews July 2025	\$400.00
DreamHost	Domain Registration 1 yr, renews July 2025	\$20.00
DreamHost	Email Inbox 1 yr, renews July 2025	\$20.00
Various	Online Ads & Events Calendar Listings	\$500.00
Meta Business	Social Media Marketing Campaigns June-Dec 2025	\$800.00
Xacta Printing	Poster Printing (Event Promotion)	\$200.00
Xacta Printing	Rack Card (Event Promotion)	\$500.00
Xacta Printing	Map & Guide Brochure	\$600.00
U Printing	Pop Up Banners	\$250.00
Staples	Event Signage	\$320.00
U Printing	Tour Stop "Passport" Book	\$1,200.00
Chaychi Creations	Website Management (\$100/mo) Jun-Dec 2025	\$700.00
Chaychi Creations	Print Material Design (flat rate) Jun-Nov 2025	\$500.00
Chaychi Creations	Social Media Creation/Management (\$100/mo) Jun-Nov 2025	\$600.00
Chaychi Creations	Promo Video Creation (flat rate) Jun-Dec 2025	\$300.00
TOTAL AMOUNT REQUESTED: Must match page 1.		\$6,910.00

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: Christine Auten, Sierra County Arts Council Vice President

Signature: Christine Auten

Date: May 21, 2025

FY26 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: 5/27/2025

Applicant: Sierra County Arts Council

Project(s) Applied For:

1) Artists of Sierra County Studio Tour Nov 1 & 2, 2025

Amount Requested: \$6910 Amount Approved: \$5710

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount: The board did not approve the \$1200 request for a passport book, as this will be handed out at the event & was determined to not put "heads in beds".

Scope of Work

Award Amount Approved

1) Website hosting	\$ 400.00
2) Domain registration	\$ 20.00
3) Email inbox	\$ 20.00
4) Online ads & event calendar listings	\$ 500.00
5) Social media ads	\$ 800.00
6) Printing of posters, flyers, map brochure	\$1300.00
7) Signage for studio locations	\$ 570.00
8) Website management	\$ 700.00
9) Graphic design	\$ 500.00
10) Social Media creation/management	\$ 600.00
11) Promo video creation	\$ 300.00

Total

\$5,710

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City" and Sierra County Arts Council, Artists of Sierra County Studio Tour Nov 1 & 2, 2025 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 \$5,710.00 to the Contractor for a period commencing on July 1, 2025, and continuing through June 30, 2026.
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 Manager's Office no later than the last business day of **May 2026**.
 - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such

provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
17. **Access to Records:**
- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

- 18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
- 19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
- 20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
- 21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
- 22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
- 23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
- 24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. **Interest of other Local Public Officials** - No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Gary Whitehead, City Manager

Date

Jocelyn Holguin, 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 _____, 2025

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

Christine Auten: With that ad you get the business listing and 2 calendar event listing. I'm taking the suggestion for our social media because we do need to reach further with our social media ads just posting something for local followers is not going to do it. The big thing is the website redesign because it was 6 years ago when the website was last designed and it had different people add and subtract things over the years and they have made it difficult to load. We do need to relook at everything and again that is under Ruwana suggestion as well.

Member DeMarino made a motion to approve adjusted amount of \$9825 and an additional amount of \$900 for photography for a total of \$10725 to the Sierra County Arts Council for Ongoing Marketing to Promote Sierra County and T or C as an Arts Destination. Member MacKenzie seconded the motion.

Motion carried unanimously.

i. Discussion/Update: Sierra County Arts Council Report- Artist of Sierra Country Studio Tour.

Christine Auten: We went through the whole visitor sign ins to show. We had more out of town pins then we thought we would. The number are small from each town but it still for our first year it shows that we reached out. We really credit our social media for that. Our graphic designer was really good so she was able to do quit a bit of stuff that was very engaging. We learned we didn't have enough people and we need to be able to pay some more designers to get us better work. We also needed more volunteers especially for follow up and clean up. As you guys now any physical sign in sheet that you have to be logged in and we have 27 of them. It's a daunting task trying to decipher hand writing. It took us a while but we got it done.

j. Discussion/Action: Sierra County Arts Council Application- Artist of Sierra County Studio Tour.

Christine Auten: We are asking about the same amount that we were awarded last year. Last year we asked for some signage that we can reuse. We had a lot of things last year that we are going to reuse. So, we don't need to ask for them again. One of the things on here is something that we wanted to do last year but didn't have the designer and manpower to do and that's the tour stop passbook. That is the main new thing on here and also some extra money for designers.

Member MacKenzie: Can you tell us about the passport book.

Christien Auten: It's as passport a lot of events us them that have lots of stops. So each studio would be a tour stop and they would have a stamp that would stamp the books with. When they collect a certain amount of tour stops, they will get a flight of beer at the brewery or gets a couple of glasses of wine at the Love Shack something like that. The idea is that would sell ads in the back of the passbook.

Vice-Chairman Kelley What you mean sell ads for it?

Christine Auten: Sell ads to pay for the incentives not the book itself.

Member DeMarino: You can't bring in 2 sources of income for the same thing.

Christine Auten: We can take that out. That was just thing to pay for the incentives.

Member DeMarino: How many booklets?

Christine Auten: We have 250 on here. It wouldn't cover everyone that came but they are expensive so I didn't want to push too much money on to that. We just wanted to have every tour stop and possibly a

listing of restaurants or galleries in the back for people to carry around with them. Last year all we had was the map and it just had the tour stops on it. This year we are hoping in addition to that to have this extra kind of collector's idea with it.

Vice-Chairman Kelley: I don't see it on here I might be missing it but what's the date of the event?

Christine Auten: Its November 1st and 2nd.

Member DeMarino; Who is Chaychi creations?

Christine Auten: That is Reana Sevnanan and Ali Reza. Reana is a really good designer she did all of our social media.

Member DeMarino: What are pop-up banners?

Christine Auten: They are the vinyl banners that you can carry around and pop them up so you can move them around and use them in different places. Our plan is doing them evergreen meaning we can use them again.

Member DeMarino: As much as I love little passports booklets, I just don't see it putting heads in beds the booklet itself. It's a cute addition to the thing but they are not distributed ahead of time, they are not going to bring anyone to the event.

Vice-Chairman Kelley: That way they can sell advertising for it.

Member DeMarino: You guys can sell advertising for it.

Christine Auten: That's good feed back thank you.

Member DeMarino: Are there calendar listings that you need to pay for?

Christien Auten: Yes, we will get a calendar listing. We didn't have one last year it was one of the things that fell through the cracks because we didn't have the personal. In the report that I turned in a month after the event I have pictures of where we posted posters in Santa Fe, Toas and all-around New Mexico. We had people going out and traveling we would give them a box and have them distribute it.

Member DeMarino: Is there a reason why you don't do it on a Second Saturday Art Hop?

Christine Auten: To keep it separate. There are other events at night with it we do mixers and meet ups. The galleries also reported higher traffic. It gives them an extra weekend of high traffic.

Member DeMarino: I get that but there is no way of telling what it would have been if you would have done it the other way.

Christine Auten: We just prefer to keep it separate.

Member MacKenzie made a motion to approve the adjusted amount of \$5,710 removing the Passport books to the Sierra County Arts Council for the Artis of Sierra County Studio Tour. Member Harrington seconded the motion.

Motion carried unanimously.

5. COMMENTS FROM THE BOARD:

There were no comments from the board at this time.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: I.10

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

DEPARTMENT: Community Development

DATE SUBMITTED: June 5, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

City Commission approved Resolution 40 24-25 on 4-23-2025 in support of the funding application. Funding will be used towards the MainStreet Foch Street Improvement Project. Appropriated amount is \$910,000.00 – City is the Fiscal Agent for this project. Design is 100% complete – Project has gone to bid and is in negotiation phase.

Recommendation:

Approve Grant Agreement

Attachments:

- Resolution 40 25-25
- Grant Agreement

Fiscal Impact (Finance): Yes

Project is a reimbursement grant – no match is required.

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 6-11-25



RESOLUTION NO. 40 24/25

Truth or Consequences Foch Street Renovation Project

WHEREAS, the New Mexico MainStreet (NMMS) program is designed to assist MainStreet programs with economic revitalization projects; and

WHEREAS, the primary objective of the Truth or Consequences Great Blocks Foch Street Renovation project is to continue revitalizing the section of a historic district by creating a complete street design that includes best practices in pedestrian safety improvements, streetscape enhancements, creative place making opportunities, and way finding signage; and

WHEREAS, the New Mexico MainStreet (NMMS) Truth or Consequences, through community involvement, collaboration, public meetings, and media has created the Foch Street concept; and

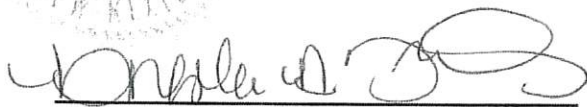
WHEREAS, the Foch Street concept has incorporated history, public art, aesthetic amenities, and provisions for safe traffic and parking; and

WHEREAS, the City of Truth or Consequences fully supports this project and will act as the fiscal agent;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, BY THIS RESOLUTION STANDS IN SUPPORT OF PRESENT AND FUTURE FUNDING OPPORTUNITIES FOR THE TRUTH OR CONSEQUENCES FOCH STREET RENOVATION PROJECT ON SOUTH FOCH STREET.

PASSED, APPROVED and ADOPTED this 23rd day of April, 2025.




Angela A. Torres, City Clerk-Treasurer


Rolf Hechler, Mayor

Revised 4.17.2024

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: _____
 Name: _____
 Title: _____
 Address: _____
 Email: _____
 Telephone: _____

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
 Name: _____
 Title: _____
 Address: _____
 Email: _____
 Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Economic Development Department
 Name: Danielle Maestas
 Title: Contracts and Grants Coordinator
 Address: EDD/MainStreet, PO Box 20003, Santa Fe, NM 87504-5003
 Email: Danielle.Maestas@edd.nm.gov
 Telephone: (505) 469-4558

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are **not** expended and an expenditure has **not** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
 - (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences’ decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences or the Economic Development Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under an Economic Development Department Grant Agreement. Should the Economic Development Department early terminate the grant agreement, the City of Artesia in partnership with and for the benefit of Artesia MainStreet Arts & Cultural District may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Artesia in partnership with and for the benefit of Artesia MainStreet Arts & Cultural District only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Entity Name

Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

Date

Signature of MainStreet President

By: _____
(Type or Print Name)

Date

ECONOMIC DEVELOPMENT DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

By:
Legal Counsel- Certifying legal sufficiency

Date

STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Form Exhibit 1			
I. Grantee Information (Make sure information is complete & accurate) A. Grantee: _____ B. Address: _____ (Complete Mailing, including Suite, if applicable) _____ _____ City State Zip C. Phone No: _____ D. Grant No: _____ E. Project Title: _____ F. Grant Expiration Date: _____		II. Payment Computation A. Payment Request No. _____ B. Grant Amount: _____ C. AIPP Amount <i>(If Applicable)</i> : _____ D. Funds Requested to Date: _____ E. Amount Requested this Payment: _____ F. Reversion Amount <i>(If Applicable)</i> : _____ G. Grant Balance: _____ H. ☐ GF ☐ GOB ☐ STB <i>(attach wire if first draw)</i> I. ☐ Final Request for Payment <i>(if Applicable)</i>	
III. Fiscal Year : _____ (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)			
IV. ☐ Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.			
V. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.			
Grantee Fiscal Officer or Fiscal Agent <i>(if applicable)</i>		Grantee Representative	
Printed Name		Printed Name	
Date:		Date:	
(State Agency Use Only)			
Vendor Code: _____		Fund No.: _____	
		Loc No.: _____	
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division Fiscal Officer		Division Project Manager	
Date		Date	

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: []

TO: Department Representative: []

FROM: Grantee: []

Grantee Official Representative: []

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: []

Grant Termination Date: []

As the designated representative of the Department for Grant Agreement number [] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: []

Third Party Obligation Amount: []

Vendor or Contractor: []

Third Party Obligation Amount: []

Vendor or Contractor: []

Third Party Obligation Amount: []

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): []

The Amount of this Notice of Obligation: []

The Total Amount of all Previously Issued Notices of Obligation: []

The Total Amount of all Notices of Obligation to Date: []

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: []

Title: []

Signature: []

Date: []

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Exhibit 2 – Notice of Obligation

**ATTACHMENT A
PROJECT DESCRIPTION & SCOPE OF WORK**

Name of Grantee(s): City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences

Grant Amount: \$910,000.00

Project Name: Great Blocks on MainStreet: South Foch Street

Project Description: Project funds will be used to design, and construct the final phases of the Great Blocks on MainStreet: South Foch Street.

Project Reporting:

In lieu of the database reporting requirements in "*ARTICLE VIII. REPORTS A. Database Reporting*" set forth by the Department of Finance Administration, the grantee will be required to submit project quarterly reports directly to the New Mexico MainStreet Program Coordinator and Contracts & Grants Coordinator. NMMS staff will update the DFA Reporting Database. See Exhibit 3 for a sample copy of this report. Quarterly Report deadlines are as follows: March 15th, June 15th, September 15th and December 15th. The grantee hereby acknowledges that failure to perform and/or certify updates to the above personnel will delay or potentially jeopardize the reimbursement of funds.



NEW MEXICO MAINSTREET™

New Mexico MainStreet Capital Outlay Grant Progress/Final Report Form (Exhibit 3)

- ☐ Quarterly REPORT Due by 15th of March, June, September, December
- ☐ FINAL REPORT

Grantee:

Title of Project:

Grant Number:

Report Date:

Local Government Contact

Name:

Email:

Phone:

- Please provide a detailed progress report for the project referenced above by answering the following questions:

- Description of accomplishments or activity over the last quarter. (include all contracts with a 3rd party to expend the grant funds - name of company and amount of contract)

- Projected timeline and next steps towards completing the project.

- Detailed breakdown of expenditures over the last quarter. (if no expenditures to date, indicate your estimated timeline for spending the grant money)

- Description of any problems or delays encountered

- Any other information that may be of assistance to the Economic Development Department in its evaluation of your progress.

- (For final report only) Statement of the impact of the project

2. Grant Amount: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Expended to date: _____

Grant Balance: _____

☐ **PROGRESS REPORT**

I hereby certify that the aforementioned MainStreet Capital Outlay Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT**

I hereby certify that the aforementioned MainStreet Capital Outlay Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Name/Title (please print)

Signature

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 11, 2025

Agenda Item #: I.11

SUBJECT: Discussion/Action: 2027-2031 Infrastructure Capital Improvement Plan Project Recommendation and Ranking

DEPARTMENT: Community Development

DATE SUBMITTED: June 5, 2025

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

Commission will received all public input.

Recommendation:

Review projects listed on the 2026-2030 ICIP Summary and consider public input. Recommend projects to be listed or remain on the ICIP and Rank the top 5 projects. Staff will bring the final draft of 2027-2031 ICIP Project List back to commission on 6-22-2025 for final adoption by resolution.

Attachments:

- 2026-2030 ICIP Summary
-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 6-11-25

Infrastructure Capital Improvement Plan FY 2026-2030

Truth or Consequences Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2026	2027	2028	2029	2030	Total Project Cost	Amount Not Yet Funded	Phases?
38614	2026	001	Wastewater Treatment Plant Upgrades	Water - Wastewater	0	1,000,000	3,000,000	3,000,000	3,000,000	0	10,000,000	10,000,000	Yes
40367	2026	002	Clancy Lift Station Force Main Improvements	Water - Wastewater	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
42977	2026	003	Sewer Vacuum System Replacement	Water - Wastewater	0	100,000	300,000	2,300,000	2,300,000	0	5,000,000	5,000,000	Yes
33002	2026	004	Water Infrastructure and Fire Hydrant Replacement	Water - Water Supply	12,607,079	7,225,000	0	0	0	0	19,832,080	7,225,000	Yes
36714	2026	005	Substation Primary Underground Feeder Replacement	Other - Utilities (publicly owned)	0	1,000,000	0	0	0	0	1,000,000	1,000,000	Yes
38617	2026	006	Armijo Park Effluent Water Reuse Improvements	Water - Wastewater	0	1,750,000	225,000	0	0	0	1,975,000	1,975,000	Yes
38538	2026	007	Police Department Renovation	Facilities - Administrative Facilities	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
41580	2026	008	Recycling & SW Collection Center Improvements	Facilities - Administrative Facilities	0	200,000	0	0	0	0	200,000	200,000	No
36448	2026	009	City-wide Drainage Improvements	Water - Storm/Surface Water Control	100,000	800,000	1,000,000	1,700,000	1,700,000	0	5,300,000	5,200,000	Yes
40372	2026	010	Lee Belle Johnson Facility Improvements	Facilities - Other	35,000	65,000	100,000	1,800,000	0	0	2,000,000	1,965,000	Yes
38613	2026	011	Water Meter Replacement & Housing Improvements	Water - Other	750,000	750,000	750,000	0	0	0	2,250,000	1,500,000	Yes
39246	2026	012	Cantrell Dam Improvements	Water - Storm/Surface Water Control	825,000	7,770,000	0	0	0	0	8,595,000	7,770,000	No

Monday, July 15, 2024

Truth or Consequences/ICIP 21002

Infrastructure Capital Improvement Plan FY 2026-2030

38571	2026	013	Smith, Silver and E 9th Street Improvements	Transportation - Highways/Roads/Bridges	212,910	950,000	0	0	0	0	1,162,910	950,000	No
41582	2026	014	Police Vehicles	Vehicles - Public Safety Vehicle	0	200,000	0	0	0	0	200,000	200,000	No
38580	2026	015	Animal Shelter Building Improvements	Facilities - Administrative Facilities	450,000	240,000	0	0	0	0	690,000	240,000	No
41576	2026	016	Community Multi-Purpose Center	Economic Development	0	500,000	1,000,000	5,250,000	0	0	6,750,000	6,750,000	Yes
42984	2027	001	Electric Car Charging Station	Transportation - Other	0	0	2,444,900	0	0	0	2,444,900	2,444,900	Yes
38587	2027	002	Fleet Service Center Improvements	Equipment - Other	0	0	200,000	0	0	0	200,000	200,000	No
41581	2027	003	Collection Center Pavement Project	Other - Solid Waste	0	0	250,000	0	0	0	250,000	250,000	No
38619	2027	004	Wastewater Manhole Replacement/Improvements	Water - Wastewater	0	0	300,000	1,000,000	1,000,000	0	2,300,000	2,300,000	Yes
38607	2027	005	Water Well #2 Improvements	Water - Water Supply	0	0	750,000	100,000	0	0	850,000	850,000	No
38574	2027	006	Veater Street Improvements	Transportation - Highways/Roads/Bridges	0	0	200,000	2,300,000	0	0	2,500,000	2,500,000	Yes
43002	2027	007	Recycling Baler	Other - Solid Waste	0	0	200,000	0	0	0	200,000	200,000	No
43004	2027	008	Electric Bucket Truck	Equipment - Other	0	0	240,000	0	0	0	240,000	240,000	No
38609	2028	001	Waterline Extension for Village of Williamsburg	Water - Water Supply	0	0	0	500,000	0	0	500,000	500,000	No
36768	2028	002	Vista Memorial Gardens Cemetery	Facilities - Administrative Facilities	0	0	0	140,000	0	0	140,000	140,000	No
40376	2028	003	City Hall Facility Improvements	Facilities - Administrative Facilities	0	0	0	125,000	0	0	125,000	125,000	No
38591	2028	004	Electrical Substation Breaker Replacement	Equipment - Other	0	0	0	1,600,000	1,000,000	450,000	3,050,000	3,050,000	Yes
34164	2028	005	Electric Pole and Conductor Replacement	Transportation - Lighting	0	0	0	500,000	0	0	500,000	500,000	No
38588	2028	006	Municipal Library Improvements	Facilities - Libraries	0	0	0	300,000	0	0	300,000	300,000	No
36684	2028	007	Ralph Edwards Parks Improvements	Facilities - Other	1,190,000	0	0	225,000	0	0	1,415,000	225,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

Phase 2

40368	2029	001	Golf Course Facility Improvements	Facilities - Other	0	0	0	0	250,000	0	250,000	250,000	Yes
43006	2029	002	Civic Center Improvements	Facilities - Other	0	0	0	0	175,000	0	175,000	175,000	No
40373	2029	003	Water Wastewater Administrative Building	Facilities - Administrative Facilities	0	0	0	0	80,000	0	80,000	80,000	No
38593	2029	004	Electrical Capacitor Replacement	Equipment - Other	0	0	0	0	275,000	225,000	500,000	500,000	Yes
43011	2029	005	Street Sweeper	Equipment - Other	0	0	0	0	250,000	0	250,000	250,000	No
38592	2030	001	Electrical Substation Transformer Switches	Equipment - Other	0	0	0	0	0	500,000	500,000	500,000	Yes
40370	2030	002	10MVA Substation Power Transformer Replacement	Other - Utilities (publicly owned)	0	0	0	0	0	3,000,000	3,000,000	3,000,000	No
40377	2030	003	Rio Grande Vehicular Bridge Crossing and Utilities	Transportation - Highways/Roads/Bridges	0	0	0	0	0	4,400,575	4,400,575	4,400,575	Yes
40378	2030	004	Rio Grande Footbridge Crossing	Transportation - Bike/Pedestrian/Equestrian	0	0	0	0	0	1,265,000	1,265,000	1,265,000	Yes

Number of projects:	40											
	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:				
Grand Totals	16,169,989	25,550,000	10,959,900	20,840,000	10,030,000	9,840,575	93,390,464	77,220,472				