

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Angie Gonzales
City Manager

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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, NOVEMBER 15, 2023; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Gonzales and Department Supervisor
2. Proclamation naming Saturday, November 25, 2023 as Small Business Saturday. Mayor Forrister

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. CONSENT CALENDAR

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

G. PUBLIC HEARINGS (5 Minute Rule Applies)

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

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Amendment to Resolution No. 16 23/24 City Holiday Schedule. City Manager Gonzales
2. Discussion/Action: Resolution No. 20 23/24 Budget Adjustment Request. Kristie Wilson, Finance Director
3. Discussion/Action: Resolution No. 21 23/24 Declaring a disaster in the City of Truth or Consequences related to waterline infrastructure failure. City Manager Gonzales
4. Discussion/Action: Publication of Ordinance No. 758 Amending Section 14-30 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Access to Property. City Attorney Rubin and Bo Easley, Electric Division Director
5. Discussion/Action: Publication of Ordinance No. 759 Amending Section 14-31 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Taking Service-Without Authority. City Attorney Rubin and Bo Easley, Electric Division Director
6. Discussion/Action: Publication of Ordinance No. 760 Amending Section 14-42 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Energy Cost Adjustment. City Attorney Rubin and Bo Easley, Electric Division Director
7. Discussion/Action: Publication of Ordinance No. 761 Amending Section 14-45 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Electrical Rates. City Attorney Rubin and Bo Easley, Electric Division Director

I. NEW BUSINESS

1. Discussion/Update: Water Update. Arnie Castaneda, Water/Wastewater Director
2. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Kristie Wilson, Finance Director
3. Discussion/Action: Approve and Accept the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Contingency Funding. Chief of Police Tavizon
4. Discussion/Action: Request to advertise various City properties for sale. Assistant City Manager Alvarez
5. Discussion/Action: Approval of the Records Inventory List for destruction. City Clerk Torres

J. EXECUTIVE SESSION

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

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

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

L. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING DECEMBER 13, 2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.

DEPARTMENT: Finance

DATE SUBMITTED: November 2, 2023

SUBMITTED BY: Alona Niebergall

WHO WILL PRESENT THE ITEM: City Manager Gonzales and Department Supervisor

Summary/Background:

Employee Anniversary: Renfro, Sonya – 10 years
Employee Anniversary: Hanna, Timothy – 16 years
Employee Anniversary: Balko, Denise – 5 years
Employee Anniversary: Sweeney, Jamie – 7 years
Employee Anniversary: Smith, Buster – 1 years

Employee Anniversary: Kunll, Deanna – 1 year
Employee Anniversary: Tavizon, Luis – 1 year
Employee Anniversary: Romero, Leslie - 1 year
Employee Anniversary: Vega Jude – 4 years

Recommendation:

None. Presentation Only.

Attachments:

Fiscal Impact (Finance): No

Legal Review (City Attorney): No

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 11-15-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: C.2

SUBJECT: Proclamation naming November 25, 2023 as Small Business Saturday.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: November 9, 2023

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

WHO WILL PRESENT THE ITEM: Mayor Amanda Forrister

Summary/Background:

Saturday, November 25, 2023 is Small Business Saturday – a day to celebrate and support small businesses and all they do for their communities. This year, we know that small businesses need our support now more than ever as they navigate, retool and pivot from the effects of the coronavirus pandemic. Founded by American Express in 2010 and officially cosponsored by SBA since 2011, Small Business Saturday has become an important part of small businesses' busiest shopping season. Historically, reported projected spending among U.S. consumers who shopped at independent retailers and restaurants on Small Business Saturday reached an estimated \$17.9 billion according to the 2022 Small Business Saturday Consumer. We will be kicking off the 2023 holiday season by encouraging consumers to support our nation's nearly 32 million independent businesses this Small Business Saturday and all holiday season long.

Recommendation:

None. Presentation only

Attachments:

- Proclamation

-

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 11-15-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, October 25, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 9, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-15-2023

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, OCTOBER 25, 2023**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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

2. SILENT MEDITATION:

Mayor Forrister called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Hechler made a motion to approve the agenda with the removal of Item G1 and Executive Session. They would like to reschedule executive session until the November 15th meeting as Commissioner Fahl is not present and would like to be here for that session. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PUBLIC COMMENT (3 Minute Rule Applies):

Cathy Mears Martin addressed the Commission with comments related to:

- She is here on behalf of MainStreet Truth or Consequences. They are working with Commissioner Mitchell and Mayor Pro-Tem Hechler on Fiesta. Mainstreet is going to be attending the upcoming board meeting, and they are looking to assist with the 2024 Fiesta.
- The downtown Trick or Treat is going to be between 6pm and 7pm on Halloween. Broadway will be closed, as well as the streets around Healing Waters Plaza. They have been working with the Streets Department and the Police Department. They have been incredibly helpful.
- They are working on a recycled art show, and they would love the support from the City Commission for this project. It will be running from the 4th until the 16th of November. There will be an opening event on the 4th of November, and there will be a functional art project by Bill Bussman that has been kindly donated by his wife. The purpose of that is to raise money for 2 awards that will benefit high school students. She went into the art class at the high school and every single time she goes there and deals with any of the students at the high school, she is incredibly impressed. They are absolutely amazing.
- The Deck of Cards project is in progress. It is a very popular project.
- They are kicking off Small Business Saturday, which will take place on Saturday, November 25, 2023.
- The trash can artists are going to be featured in the Sentinel, along with some other recycling work that is going on there. They are still getting incredibly positive comments for that, and there are a lot of people wanting to do more with that, so they are hoping that is something that they can work with the city and everyone to do the remaining bins downtown.
- They are working on *Here's your sign*. She has been working with Traci who has been very helpful with permits. They have some exciting designs and they are looking forward to unveiling them in November.
- They are looking to close Main Street and Broadway for the Old-Fashioned Christmas event. They are in the process of getting the application for that now. They are planning lots of activities, and they will be asking for help and support from members of the public, including things like hay rides.

Gordon Edelheit addressed the Commission with comments related to:

- At the last meeting he got up and asked a question about the alternative ways and cost effective ways to put in a settling pond. Has that even been looked at properly behind Bullocks? He also mentioned lift stations because not only is it a smarter, longer, term idea, it would affect the water going into where it needs to go much more than gradually. The gentleman doing the presentation said that is why there are here. They are here until October 25th to get these plans, or at least see some of these opportunity alternatives. So, if we save \$100,000 ten times is \$1 million. If we save \$2 million dollars ten times, that is \$20 million. Everywhere we need to save money because getting our water fixed is important, and people need to understand the long-term plan in our city is in

excess of \$100 million. It is closer to \$200 million so we really need to look at saving money, and being practical. Yes, we have a 40-year-old water truck, and it was approved for a \$200,000 water truck, but Richie and Richie United Rentals have many water trucks that are coming off lease that are in low figures. 3-5 year old water trucks are well under \$100,000. We need to really look at these and if there needs to be independent RFP's, but it is not to the benefit to our community to buy a brand new water truck. If you buy one off of lease, you can save \$100,000.

D. REPORTS:

City Manager Gonzales opened the floor to Animal Shelter Manager, Tara Manning to give an update on the Animal Shelter.

Tara Manning, Animal Shelter Manager reported the following:

- Currently they are housing 40 animals in our shelter. 18 of which are up for adoption. The rest are either under medical hold because they are sick, quarantined, or are safe keeps because the owner is in the hospital or that sort of thing. We are very small so that might not seem like a whole lot, but it is a small building so it takes a while. However, we have had a very successful year. We have been able to get 286 animals fixed just this year alone. That includes the 8 animals that are at the Vet right now as we speak getting fixed. We have also managed to do 322 adoptions this year so we are doing really good when it comes to that, but even though it was a good year, it wasn't as good as last year, but I probably won't be able to beat last year's record of 435 adoptions. Even though we are getting animals out quite often, every time we get a few out, twice as many are coming in. This year we have been doing a lot more out in the community to get people to know who we are, and what we are doing a little bit more. If you haven't noticed, we did a swimming pool event, and we were able to let 9 dogs go swimming. It was 9 dogs who have never been together at all. They got to go swimming in the pool and they had an absolute blast. We also have done events at Tractor Supply. The harvest festival, and we did one this past weekend out in Elephant Butte for the Breast Cancer Walk that the hospital did. In the upcoming months we are going to be doing Trunk or Treat, pictures with Santa, and we are going to do the pecan festival as well. Currently in the shelter there are only 11 animals not fixed which is really good, and that is pretty much based on age or health. We have tried some new techniques in the shelter. I went to a shelter a couple of months ago and a dog trainer said get some pails and put them on the kennels and anytime somebody walks by, throw treats at it, and the dogs will stop barking, and they will start jumping, and they will be 10 times more adoptable. She said it would work in 5 days. I laughed at her, and I said "that ain't gonna happen." We did it, and it only took 3 hours so you can actually walk by there now, and have conversations. The only dogs that you hear barking are the new ones because they don't know yet. We actually have a sound machine, so if you do walk back there and

hear birds chirping, don't panic. There is not a bird in the building. It is just soothing sounds for the animals.

City Manager Gonzales reported the following:

- We are working on the Electric Ordinance. We will be sending it to Jay, and hopefully we will get it on the next agenda in November for consideration.
- We are working with Sonya in Utilities to clean up old accounts. We are wanting to go by the year. There are accounts that go back to the 90's. They were missed whenever the transfer to Tyler happened, so we need to go back and clean all of that up. We are going to do it by resolution. I would like to do each year by resolution.
- McAdoo Street. We are working with our Water Department and Windstream to get the services lowered. Windstream's entire genesis is right under that street. They are trying to move everything up into aerial, so the engineer, contractor, and the services have all gotten together to make sure that we make that deadline. We should have movement in the next couple of weeks. The street is sure fighting us though.
- The 3rd Street waterline is moving forward so the Housing Authority will be able to finish paving their parking lot on Cedar Street.
- The Veterans Museum and Veterans Center is planning a huge Veterans Day celebration. Veterans Day is on Saturday, November 11th and the celebration will be on that day starting at 10:00 a.m. They are going to bring the Veterans over to the wall so we can talk to them, and then they are going to take them back to the Veterans Home and have a cookout for them. I encourage everyone to go out and say thank you or just hang out with the.
- There will be a Job Fair on November 16th from 12:00 p.m. to 4:00 p.m. at the Civic Center.
- The parks are as pretty as they have ever been.
- The water department has fixed 96 water leaks since July.
- We are currently in the process of fixing Pine Street with 3 blocks of a whole new waterline.
- Our community is clean because our Sanitation is doing what they are supposed to do.
- Our Electric Department has been replacing 35 poles in a half a mile of wire. We don't think about this and the things that we have.
- We have a safe community thanks to our Police Department.
- We don't think about these things that we take for granite. Kind words can be short and easy to speak, but their echoes are truly endless.

City Attorney Rubin reported the following:

- We are continuing our policy of enforcing some of our old liens. The typical situation is that we will supply utilities to a particular piece of property, and if the bill becomes delinquent, we will record a lien, and then start the process for collection of fees. There were 3 that were brought to my attention in the past month, and before I file a complaint for foreclosure of the lien, I will write to the property owners and I will let them know what is going on and that we

are planning on doing a foreclosure suit if they don't resolve the problem. We did that last month with these 3 properties and on one of them I got good results. The person came in and paid off the lien to the utility department so that is done. I unfortunately did not get a response on the other two so we have been in the process of preparing the foreclosure complaints and in one case I filed the complaint and the other one has been drafted and we will follow up with that in the next few days.

City Commission Reports:

Commissioner Mitchell reported the following:

- She learned so much at the Dam Conference that she attended with Commissioner Fahl. Our responsibility for Dams is pretty intense and she learned the process on how to care for them, how to maintain them, and what our liability as City Commissioners and Dam owners. I encourage you guys to go next time. It is a lot of good information.
- We will be having a Fiesta Meeting this Friday at 4:00 p.m. the Chamber of Commerce to get a head start on the 2024 Fiesta event. Next year will be our 75th Fiesta event so we are trying to get as many entities involved as possible.

Commissioner Harrelson reported the following:

- She was at the museum the other day, and she noticed that the museum has a bunch of photos where people are un-named, so if there are people who have been around this community for a long time, please go to the museum and see if you can name some of the people in the photos who are un-named.
- We have a lot of great things happening in our community and we need to report that out and not always the negative. It is easy to report the negative, but it is extremely important to also report the positive things that are happening here in our community.

Mayor Pro-Tem Hechler reported the following:

- He attended the Sierra Vista Hospital JPA meeting and he wants to report on some of the things going on at the hospital. The walking clinic over there is now open. They get around 30 patients per week, which is really good for just starting out. They have regular work hours which are Monday – Friday, and they are also open on Saturday from 8am to noon. It is a great addition to our community. Walk-ins are also welcome. He is really pleased to see that it is working as well as it is. They just purchased a new generator for the hospital which is \$140,000. This will take care of the hospital when we have power outages. The old system was antiquated and they were able to replace that so that was a good thing to do. Telemedicine is now available at the hospital for services for walk-ins and people that need services that may not provide at the hospital on a daily basis, but with telemedicine you can provide it anywhere. The nurses there will actually help you log on, get in touch with a

doctor, and do the things that you need to do so we can see people when we need to see people. The new IT system at the hospital is very expensive. They had initial tests, and the initial test failed to meet the requirements that the hospital needs right now, and in that regard, they are going to work with it a little bit longer to make sure that it works completely before they go live with it, which is a great idea. The hospital also received a couple of quality awards. One was for the EMS system. We have a wonderful EMS group in our community. They do a great job. The other one was for Dr. Walker who is a surgeon at the hospital. He was awarded distinguished provider of the year, and it is kind of ironic because he hasn't been there that long, but he was awarded that award because of his ability to communicate with his patients, and the extra work that he does to make sure that people understand the procedures that they are getting. The hospital itself received a plaque from the Hospital Association of New Mexico for 75 years of service. It was a really great meeting and the hospital is doing very well financially.

- He met with Alissa O'Brien with Urban Forestry. They walked around Ralph Edwards Park and along the riverbank. They also went to the Louis Armijo Park as well a couple of other parks along the way to get an idea of the wellness of our trees and our situation with new plantings and things like that. She has committed to come back and give us a class on tree pruning and tree planting. We are also welcome to apply for a couple of grants to get new trees for the Ralph Edwards Park. He has a couple of folks who are interested in working on a citizens group to plant trees and to take care of them. He will also have some help from the Farmers Market and other folks who have an interest in the Ralph Edwards Park. He thinks that will complete the park once we get the playground equipment and the things of that nature. We've got to get some new trees planted and we've got to be able to take care of the trees that are in there. He invited Taylor Sanchez from Sierra Soil and Water to the park and she has already had a board meeting with her Board of Directors and they committed to removing the evasive salt cedar and other evasive shrubs from the riverbank at the Ralph Edwards Park and Rotary Park.

Mayor Forrister reported the following:

- We won our first district volleyball game. We play Hatch on Thursday, so come and support your Lady Tigers.
- She commended the businesses for participating in the Downtown Trick or Treat event. It is really nice to see. All of the families come out and all of the businesses hand out candy. It just goes to show what kind of community we live in. We all come together for our kids which is really nice.
- She addressed Mr. Edelhait's question earlier by saying that she believes they are taking public comment up until today so they can review and see if that is something that can be implemented.
- She doesn't get to go to New York, but she hopes that Chief, City Manager and Mayor Pro-Tem have a good time.

E. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, October 11, 2023**
- 2. City Commission Workshop Minutes, October 11, 2023**
- 3. Acknowledge Regular Public Utility Advisory Board Minutes, July 17, 2023**
- 4. Acknowledge Regular Public Arts Advisory Board Minutes, July 18, 2023**
- 5. Acknowledge Regular Airport Advisory Board Minutes, August 8, 2023**
- 6. Acknowledge Regular Planning & Zoning Board Minutes, September 11, 2023**
- 7. 1st Quarter Sub-Recipient Reports**

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

F. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 15 23/24 Budget Adjustment Request.**

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

Commissioner Mitchell moved to approve Resolution No. 15 23/24 Budget Adjustment Request. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

- 2. Discussion/Action: Resolution No. 16 23/24 Approval of 2024 City Holiday Schedule.**

City Manager Gonzales: The holiday schedule has been changed from a memo to a resolution.

Commissioner Mitchell moved to approve Resolution No. 16 23/24 Approval of 2024 City Holiday Schedule. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

- 3. Discussion/Action: Resolution No. 17 23/24 LERF Funding for Recruitment and Retention of local law enforcement pertaining to HB68.**

Kristie Wilson, Finance Director: This is the resolution for the appropriation of the funding for the stipends for the new recruits as well as the retention for the officers. Last year we received \$112,500 for that, and out of that we only returned about \$1,500 due to tax issues. This is the second year we will receive the \$112,500 and next year we will receive \$56,250, and this is just the updated resolution to be able to accept that.

Chief of Police Tavizon: This is detrimental in order to retain our current officers so I am very appreciative of that funding.

Mayor Pro-Tem Hechler: Chief, how are these funds going to be allocated in the time frame?

Chief of Police Tavizon: Last year we did a stipend to retain the officers we have. They signed a one year commitment to stay with us, and we also used the funding to hire people to bring them to the community. They would get a sign on bonus and a they would have to sign a 3 year contract for that. This year we would start in March.

Mayor Forrister: Do you see giving the recruitment bonus after they get back from the academy?

Chief of Police Tavizon: Yes, we have considered that.

Mayor Forrister: Okay good. That was my main concern because it was my understanding that they were getting it before they even went to the academy.

Chief of Police Tavizon: They won't get any until after they graduate.

Commissioner Mitchell moved to approve Resolution No. 17 23/24 LERF Funding for Recruitment and Retention of local law enforcement pertaining to HB68. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 18 23/24 requesting disbursement of law enforcement salary funds from appropriation number 23-ZH5048-96.

Chief of Police Tavizon: We approved this at the last meeting. This is just the resolution to accept those funds. This is for the addition of the 3 positions. One is for a detective solely on narcotics and the other two are for Police Officer positions. This resolution would allow us to be provided with the funds within 5 days of us submitting the signed document.

Mayor Pro-Tem Hechler moved to approve Resolution No. 18 23/24 requesting disbursement of law enforcement salary funds from appropriation number 23-ZH5048-96. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Resolution 19 23/24 to Request a Contract Time Extension for the Grant Funding Awarded Through NMDOT LGRF.

Assistant City Manager Alvarez: Within your packet you have a resolution that has 2 minor changes to one that will be signed. In the packet the control number is listed with the last 3 numbers of 523 and that control grant number should be 526. The new agreement termination date should be December 31st, not December 30th.

Buster Smith, Streets Manager: We have to request an extension of time with the LGRF project because we are behind schedule with the new water line that they put in. We are waiting for Bartoo, with him being busy with other projects in town it is hard to get lined up for concrete and asphalt. The extension request is due by the 31st of this month, and our project is supposed to be completed by December 31st. I think we'll be close to it, but we might go over so we are requesting an extension.

Commissioner Mitchell: So, you are requesting the extension until December 30, 2024. Do you anticipate that it is going to take you another year to complete this?

Buster Smith Streets Manager: No. It should be done by this year, but we wanted the extension just in case it is not, and the state requires that the extension letter be submitted by the 31st of October.

Mayor Pro-Tem Hechler: You are not new to this game. You have been with the city for quite a while?

Buster Smith, Streets Manager: I was here 25 years, and then I retired for a year and came back.

Mayor Pro-Tem Hechler: What made you come back.

Buster Smith Streets Manager: Life, and the cost of living.

Mayor Pro-Tem Hechler: So, when you work on LGRF funding and things of that nature, how do you decide what streets are a priority?

Buster Smith, Streets Manager: In the past we followed what the previous Manager had going in the 3 to 5 year plan. We just keep going off of that, and we evaluate the roads to see which ones are deteriorating the most, and we go with that. Later on, I will be back up to explain one that I think is going to help the city a lot.

Mayor Pro-Tem Hechler: Is this the 3 to 5 year plan an active plan that you work on every year. Is it updated every year?

Buster Smith, Streets Manager: Yes. As we do LGRF projects, we take those ones off and add whatever ones we think are needed next.

Mayor Forrister: What exactly is going to be done to Pine Street?

Buster Smith, Streets Manager: We will be fixing the curb and gutters, and we are going to make everything ADA compliant, and we will also re-pave everything.

Mayor Pro-Tem Hechler: What is the contractor going to do and how much are we going to do? How much can we do to mitigate what the contractor does so the city can save money?

Buster Smith, Streets Manager: We do mostly everything on the LGRF Projects except for the paving. Bartoo lays the hot mix. It is a 25% match in kind match with LGRF. They pay 75% and we pay 25%.

Commissioner Harrelson: Are there any additional ADA funding resources available?

Assistant City Manager Alvarez: That's a good question. I will look into that. I don't know if I've seen specific ADA funding for streets, but then again, I don't know that I've looked. I focused a lot on just streets in general.

Commissioner Mitchell moved to approve Resolution 19 23/24 to Request a Contract Time Extension for the Grant Funding Awarded through NMDOT LGRF. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. NEW BUSINESS:

1. Discussion/Update: Spaceport America Presentation.

City Manager Gonzales: Charles Hurley contacted me and stated that they have a potential new pair of customers/tenants on site today. They would like to extend an invitation to the Commission to attend next Thursday's Virgin Galactic Space flight in the Command Center at the Spaceport to make up for his missed opportunities to come and speak to you guys.

2. Discussion/Update: PD Update.

Chief of Police Tavizon reported the following:

- He is very proud of the progress they are making at the Police Department. He has almost been there a year, and the guys have been hard at work trying to meet some of the standards that I have implemented at the PD.
- He is proud to announce that one of our new officers just received some lifesaving training and they have been considered for a lifesaving award. On October 18th they responded to a call for service where there was a potential overdose. The officer was able to provide lifesaving skills to save that individual's life. That individual is alive today because of our officer's quick action and training. We are very proud of that officer.
- He had a meeting with a new organization for an opioid preventative focus group. It is a collaboration of counties. At some point there was a lawsuit that happened, and they won that lawsuit, so they put that money together which was \$1.8 million, and that will be 18 years of recurring funding. It will help us take preventative measures in our community, and also help with treatment. The money is supposed to be used to eliminate the gap that the community might have, and that money is supposed to go to substance abuse. That is one of the issues that we have here in this community, and there is nothing here for them, so we are working with that. Some of the ideas that were brought up from preventative is already being accomplished at the Police Department by the DARE program with the 5th graders, and we will later on expand to 7th and 9th graders.
- We have been working with the school to provide fentanyl Narcan training as well. They have worked with NMDOH, but we were asked by the security team to get with the nurses and provide that training. We have an instructor in-house so we will accommodate that.
- We hosted an active shooter training at the high school. There were numerous agencies that came in from across the state. We brought in an outside organization to put on that training and it was pretty successful. I think everyone came away with some additional tools for their belt.
- We had some officers attend the constitutional policing. That is important for us to understand, and work within the parameters of the constitution.
- One of our Sergeants went to an undercover operations training, and we are also going to help try to mitigate the substance abuse in our community by having some operations, and try to bust some drug dealers.
- We had some of our Officers go to basic bicycle patrol school. They had a blast.
- We also had an Officer attend a basic squad school.

Stats from September through the 19th of October:

- Officers responded to 997 calls for service.
- Animal Control responded to 318 calls for service.
- We handled 30 motor vehicle accidents.
- We had 20 Ski referrals.
- Our SRO handled 16 calls for service at the schools.
- They conducted 78 follow ups to include our detective.
- We had 8 DWI's.

- Code Enforcement had 2 cases that they were working on.
- Officers conducted 297 traffic stops and issued 90 citations. They had 18 arrests total for that time frame.
- Officers are hard at work. It is a very high call volume, and he is very proud of those men and women that are working out there.

3. Discussion/Action: Changing the Temporary Golf Course Pro Shop Clerk position to a Casual Employee position.

Rick Artman, Golf Course Superintendent: This position has always been used as our evening Pro Shop Clerk and during the summer time we go later in the evening because the light stays out so we need somebody to cover that last shift until the last cart comes in. The temporary was working for 6 months at a time, but now we are in a situation where our play volume has increased, and when I have my full-time clerk inside, when she has a day off, I have no coverage because I only have one pro shop clerk available. During the summertime we have two so I can call in the temporary. What I am hoping to do is take that position and change it into a casual position where they would be employed year-round. They would do the same thing they do now in the summertime, and the evening times, and then be available for pro shop coverage in the off-summer season which typically wouldn't be covered.

Mayor Pro-Tem Hechler made a motion to approve changing the temporary Golf Course Pro Shop Clerk position to a Casual Employee position. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Approval of a two-year lease extension for the golf carts being used at the T. or C. Municipal Golf Course.

Rick Artman, Golf Course Superintendent: We are due for a renewal of our lease with Yamaha or another vendor in March. In doing some pricing I anticipated an increase in price so I budgeted higher. However, I didn't have a good crystal ball and the amount of the increase is more than double we are currently paying. Part of the reason is because of COVID. They don't have one year used golf carts which is what we are using currently. They were a year old when we started our contract with them, but now because of parts and availability, people aren't turning their carts in within one year so there are none available through Yamaha, Easy Go, or all of the vendors that I have looked at. We would be severely over budget if we changed out to a completely new fleet. We have maintained our fleet very well. The seats on all 20 carts are not worn like you find at a lot of Golf Courses. Mechanically they are all still working. Right now, we have #17 down because of the fuel relay switch that went bad, but we have the switch in house now. We just have to put it in, and then we will have all 20 carts running again. We have most of everything we need other than air filters to do a tune-up to the carts so we can have them in top working order again as we begin the next two years. This would increase our monthly rate by less than \$1 which is not bad.

Mayor Pro-Tem Hechler: Since we are keeping these carts for at least two more years, when we turn these golf carts in, does that diminish their value? Is it going to cost us more money than later on.

Rick Artman, Golf Course Superintendent: They won't have as much trade in value as they would if we did it now in March, but I am thinking also in terms that I can budget more appropriately for when that does come up in two years so that there is funding available, and even the fact that they are going to have a lower value because they are two years older. As long as we continue to do what we have been doing with them mechanically, they will still be in good shape, so I still anticipate there being some trade in value.

Mayor Pro-Tem Hechler: So, leasing is the way to go obviously, and you guys are happy doing it that way?

Rick Artman, Golf Course Superintendent: Yes definitely. I have been to several courses that do both, and what ends up happening after 5 to 7 years is your fleet starts to deteriorate significantly. People sliding in and out of the seats, tears the seats up, and if you own the carts, then that is your own responsibility, and it adds up to a lot of money to have to replace the seats, not to mention the mechanical portion.

Mayor Pro-Tem Hechler moved to approve a two-year lease extension for the golf carts being used at the T. or C. Municipal Golf Course. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

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

Mayor Pro-Tem Hechler asked if they could get a little better of an explanation upfront when they get these purchase requisitions, so we can make sure that we are not expending funds unnecessarily and if there is something we can do as a city instead of contracting it out I think we should be doing that.

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

6. Discussion/Action: Summary Plat Amendment at 400-410 Van Patten Ave.

Assistant City Manager Alvarez: In your packet you have two Summary's that I highlighted to show what they are requesting. Currently their parcel is divided into 7 lots, and what they are wanting to do is vacate some of those lot lines and make two separate parcels. There are no issues with water, sewer, electric, or roadway. They followed all of the processes and procedures. They submitted all of their documents, and paid all of their fees. There were no opponents or proponents at the public hearing. The Planning & Zoning Board recommended approval of the request to vacate and re-plat to two parcels instead of one.

Mayor Pro-Tem Hechler moved to approve the Summary Plat Amendment at 400-410 Van Patten Ave. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Contract renewal with Bartoo Sand & Gravel Inc.

Assistant City Manager Alvarez: While working on the LGRF project with Buster to procure Bartoo Sand & Gravel we noticed that their contract expired on the 22nd so we are requesting to renew their contract. This went out to bid in 21/21 so this is just an annual renewal, and per the original agreement, a price increase of 3% on materials and hauling as noted within the contract. I did verify with Bartoo Sand & Gravel. All looks good and they are prepared for renewal.

Commissioner Mitchell moved to approve the contract renewal with Bartoo Sand & Gravel Inc. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Contract renewal with WHPacific, Inc.

Assistant City Manager Alvarez: This is just an annual renewal of one of the awardees for the on call architectural surveying and planning engineering award that we did back in 2021. Currently we have a task order with WH Pacific. They are working on our Downtown Drainage Master Plan that they presented last week. Their contract is due to expire next month, and so we want to go ahead and re-new that contract for another year while they continue to work on this project.

Commissioner Harrelson moved to approve the contract renewal with WHPacific, Inc. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: PublicWorks1 proposal for Asset & Data Tracking Services.

Buster Smith, Streets Manager: This is a new program. It will help with following the guidelines and our 3 to 5 year plan to re-build roads. It will help track everything. This program tracks signs, manholes, fire hydrants, and waterlines. It tracks everything. It mostly gives us the opportunity to go through and do the plan. They will do all of the data entry and hand it over to us. It is an easy program, and they have great tech support. Different departments can use it to track their assets. They will come in when they do the setup and take pictures and document everything and put it into the program, and then we will be able to access everything. They will give highlights of the road conditions, and what they recommend for repairing, replacing or upkeep.

Mayor Forrister: When Jesse was here, he was talking about something similar for our waterlines. Does this coincide with that?

Assistant City Manager Alvarez: This program is transferrable to the GIS system. That program that we are working on is transferred from Jesse over to Arnie and his Admins. When Wilson & Co. comes in and they do the asset inventory for both the waterlines and the sewer lines. Those are entered into a GIS system. We can upload into the GIS and we can pick a street and it will tell us what the sewer line is, the waterline, the age and condition of the street is. It will all overlap itself. This is very similar to the IWorQ system that the City Clerk, Animal Control, Code Enforcement, Planning & Zoning Department and Animal Shelter uses. This is a part of the IWorQ system and they are amazing.

Commissioner Mitchell moved to approve the PublicWorks1 proposal for Asset & Data Tracking Services. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

City Clerk Torres: Provided in your packet is a list of records that our Police Department has ready for destruction. As you can see on the list, the records date back to 1983 so this is long overdue. They have 100 boxes ready to go right now, and they are working on some other ones, so we will more than likely have this back on the agenda in the near future for the remaining boxes. If approved we will schedule a date for the destruction. The list provided in the packet shows the retention schedule which we have to go by, and once the records are destroyed, the company will provide us a certificate of destruction.

Mayor Pro-Tem Hechler: So, when we get an IPRA request and they ask for any and all records pertaining to a certain item, if it meets the destruction requirements, you can do the records destruction so you don't have to go back through 30 years of files.

City Clerk Torres: Yes.

Mayor Pro-Tem Hechler: I think that would save us some time.

City Clerk Torres: It really would, and that is why all of our departments really need to do that.

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

H. EXECUTIVE SESSION:

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

Item was removed from the agenda.

I. RETURN TO REGULAR SESSION; ACTION (if any):

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

Item was removed from the agenda.

J. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 10:41 a.m.

Passed and Approved this 15th day of November, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: F.2

SUBJECT: October 2023 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: November 2, 2023

SUBMITTED BY: Silke Kapela, Accounts Payable

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

According to Sec. 2-28 of the Municipal Code related to Publication of expenditures:

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

Recommendation:

Approve the Accounts Payable summary for October 2023

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 2,613,491.00

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 11-15-2023

Accounts Payable Transfer Sheet - 2023-2024 FY
Post Date Ending: 10/3, 10/5, 10/6, 10/12, 10/20, 10/27, 10/30

Fund	Fund Description	Fund Totals							GRAND TOTAL	Fund Numbers
		10/3/2023	10/5/2023	10/6/2023	10/12/2023	10/20/2023	10/27/2023	10/30/2023	TRANSFERS	
101	General	\$21,500.00	\$979.04	\$36,012.33	\$20,387.02	\$118,651.28	\$159,932.32	\$173.17	\$357,635.16	101
201	Local Government Corrections			\$2,932.00					\$2,932.00	201
209	State Fire			\$167.91	\$21,500.00	\$674.63	\$246.07	\$249.09	\$22,837.70	209
211	Law Enforcement Protection		\$2,356.06	\$1,943.51	\$4,073.45		\$2,278.62		\$10,651.64	211
214	Lodger's Tax			\$466.67	\$11,250.00	\$1,666.46	\$1,250.00		\$14,633.13	214
216	Street Renovation				\$9,546.80	\$9,447.81	\$10,326.23		\$29,320.84	216
217	Municipal Recreation								\$0.00	217
260	Fiscal Recovery Funds						\$4,697.59		\$4,697.59	260
294	State Library					\$91.22	\$268.45		\$359.67	294
295	Municipal Pool			\$7,917.76	\$40.10	\$31.19	\$1,072.29		\$9,061.34	295
296	PD-GRT Fund								\$0.00	296
298	PD-Donations								\$0.00	298
302	Electrical Construction								\$0.00	302
303	Veterans Memorial							\$359.26	\$359.26	303
304	SJOA - Grants				\$85,175.00				\$85,175.00	304
305	Capital Improvement General								\$0.00	305
306	Capitla Improvement Joint Utility								\$0.00	306
307	Golf Course Improvements								\$0.00	307
308	USDA -Sweeper								\$0.00	308
309	USDA-Wastewater								\$0.00	309
310	R&R-Emergency								\$0.00	310
311	R&R-Sewer								\$0.00	311
312	R&R-Airport								\$0.00	312
313	R&R-Water								\$0.00	313
314	CDBG - Grant								\$0.00	314
315	CI Reserve- Non Capital Equipment		\$27.08		\$366.04				\$393.12	315
316	Emergency Reserve								\$0.00	316
320	USDA Water System Improvements			\$676,543.84					\$676,543.84	320
321	Water System Improvements	\$65,749.73			\$128,087.74				\$193,837.47	321
360	NMFA Projects	\$18,423.75			\$35,344.12	\$288,272.53			\$342,040.40	360
370	Water Trust Board Projects						\$6,981.00		\$6,981.00	370
380	Community Development	\$15,254.26					\$17,634.76		\$32,889.02	380
403	Pledge State Tax			\$24,052.03	\$2.69				\$24,054.72	403
501	Cemetery					\$702.87			\$702.87	501
502	Utility Office			\$1,618.21	\$193.47	\$460.37	\$14,206.57		\$16,478.62	502
503	Electric Dept		\$68.50	\$13,828.47	\$293,541.26	\$171,665.03	\$42,215.09		\$521,318.35	503
504	Water Dept		\$531.88	\$11,588.32	\$9,820.15	\$6,220.12	\$30,137.00		\$58,297.47	504
505	Solid Waste			\$57,128.26	\$582.36	\$32,572.72	\$32,638.28		\$122,921.62	505
506	WasteWater		\$531.88	\$12,157.96	\$6,027.33	\$3,925.72	\$20,126.34		\$42,769.23	506
507	Solid Waste Landfill/Collection								\$0.00	507
508	Golf Course		\$222.33	\$33.55	\$2,463.11	\$2,868.31	\$2,433.29		\$8,020.59	508
509	Municipal Airport				\$17,016.37	\$53.46	\$9,601.29	\$390.13	\$27,061.25	509
600	Internal Service Fund			\$919.72		\$598.38			\$1,518.10	600
	Grand Total-Accounts Payable	\$120,927.74	\$4,716.77	\$847,310.54	\$645,417.01	\$637,902.10	\$356,045.19	\$1,171.65	\$2,613,491.00	



Truth or Consequences

EOM AP REPORT

By Fund

Payment Dates 10/1/2023 - 10/31/2023

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
T OR C FIRE DEPARTMENT	10032023	10/03/2023	FIRE DEPARTMENT ALLOTME...	101-1005-48599	21,500.00
BANK OF AMERICA	06041	10/05/2023	DOG FOOD	101-1006-44607	195.80
BANK OF AMERICA	09202023	10/05/2023	SUBSCRIPTION	101-1001-43770	75.33
DANNY M YEARY	09292023	10/05/2023	CIVIC CENTER DEPOSIT REFU...	101-1099-34348	450.00
SIERRA COUNTY CLERK	10032023	10/05/2023	OPEN PO FOR RECORDING OF...	101-1001-43740	25.00
BANK OF AMERICA	10042023	10/05/2023	SUBSCRIPTION	101-1001-43770	19.99
SIERRA JOINT OFFICE ON AGL...	100423	10/05/2023	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	8,750.00
MIKE TORRES DBA CD TECHN...	1013	10/05/2023	IT SERVICE GENERAL FUND OP...	101-1018-48598	5,525.00
JAIME F. RUBIN, LLC	10323	10/05/2023	GRT	101-1000-43597	425.45
JAIME F. RUBIN, LLC	10323	10/05/2023	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	5,438.84
POLICARPIO V BUSTAMANTE -...	109.23	10/05/2023	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
BANK OF AMERICA	1334	10/05/2023	COFFEE FROM MILE MARKER ...	101-1000-44625	100.00
SIERRA COUNTY SENTINEL	1444	10/05/2023	OPEN PO FOR FY 22/23 PUBLI...	101-1001-43740	110.80
BANK OF AMERICA	2000112-77281988	10/05/2023	SNACKS, DRINKS AND SUPPLIES	101-1000-44625	63.04
EWING IRRIGATION	20637280	10/05/2023	I25-04-SS-R HUNTER ULTRA 1...	101-1009-44607	561.00
EWING IRRIGATION	20637280	10/05/2023	190-ADV HUNTER LG TURF RO...	101-1009-44607	229.50
EWING IRRIGATION	20637280	10/05/2023	I90-36V HUNTER LG TURF RO...	101-1009-44607	114.75
BANK OF AMERICA	2721457309	10/05/2023	STANDARD DV SSL CERTIFICA...	101-1016-43770	249.96
SILVERSKY, INC.	489353-SI	10/05/2023	OPEN PO FY23/24 GENERAL F...	101-1018-43815	939.89
BANK OF AMERICA	72643085390298	10/05/2023	HOTEL STAY FOR DEANNA KN...	101-1007-42310	124.92
ARENAS VALLEY ANIMAL CLIN...	82818, 83060, 83206, 83270	10/05/2023	VET SERVICES	101-1006-48598	1,363.78
QUEST DIAGNOSTICS, INC.	9205878145	10/05/2023	SCREENING & MRO FEE FY 23-...	101-1004-48599	168.16
BSN SPORTS	922967169	10/05/2023	BLACK WIMBLEDON SQ. 3"PO...	101-1009-44609	390.00
BSN SPORTS	922967169	10/05/2023	EDWARDS 30LS DOUBLE CENT...	101-1009-44609	560.00
BSN SPORTS	922967169	10/05/2023	FREIGHT	101-1009-44609	61.75
CITY UTILITIES	C-D SEPTEMBER 2023	10/05/2023	GENERAL FUND CYCLE C&D O...	101-1018-43780	7,931.01
LASTING PAWS PET MEMORIA...	LC10391-I-0043	10/05/2023	CREAMTION SERVICES	101-1006-48598	1,078.52
BANK OF AMERICA	MU0185258428	10/05/2023	2023 NMWDOC CONFERENCE...	101-1000-42720	150.00
WILLIAM I. BUHLER	10012023	10/06/2023	FISH POND WATER RIGHTS FY ...	101-1009-43770	450.00
THE LINE, LLC	2282	10/06/2023	BOOTS FOR ACO KNULL	101-1008-44615	92.00
TRANS UNION RISK & ALTERN...	485949-202309-1	10/06/2023	TLO SERVICES 6 MONTHS OP...	101-1007-43815	118.00
VERIZON WIRELESS	9945312942	10/06/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43775	205.55
VERIZON WIRELESS	9945312942	10/06/2023	ANIMAL CONTROL OPEN PO F...	101-1008-43775	123.33
LIFE LINE SCREENING OF AME...	10062023	10/11/2023	CIVIC CENTER DEPOSIT REFU...	101-1099-34348	250.00
TERESA (TERIE) HAFNER	10082023	10/11/2023	RALPH EDWARDS DEPOSIT RE...	101-1099-34348	25.00
SIERRA COUNTY SENTINEL	1391	10/11/2023	HELP WANTED ADS - FY23-24 -...	101-1004-43740	467.37
NEWGEN STRATEGIES AND SO...	16621	10/11/2023	WA/WW COMPREHENSIVE SE...	101-1010-48598	13,039.69
NM MUNICIPAL LEAGUE	1811	10/11/2023	ANNUAL DUES FOR GOVERN...	101-1004-43770	50.00
NM MUNICIPAL LEAGUE	1811	10/11/2023	ANNUAL DUES FOR CLERKS & ...	101-1004-43770	100.00
SIERRA VISTA HOSPITAL / SIER...	59193C15467	10/11/2023	COLLECTION DRUG TEST FEE ...	101-1004-48599	25.00
SIERRA VISTA HOSPITAL / SIER...	59887C15467	10/11/2023	COLLECTION DRUG TEST FEE ...	101-1004-48599	50.00
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1001-41226	137.70
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1003-41226	155.71
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1004-41226	315.54
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1006-41226	123.12

EOM AP REPORT

Payment Dates: 10/1/2023 - 10/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1007-41226	1,215.72
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1008-41226	114.68
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1009-41226	67.94
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1011-41226	263.98
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1012-41226	123.62
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1014-41226	210.43
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	101-1016-41226	208.55
TYLER KNULL	10072023	10/12/2023	REIMBURSEMENT PHONE CAS...	101-1008-44606	33.34
NM MUNICIPAL LEAGUE	1811-KW	10/12/2023	Annual Dues for Clerks & Fina...	101-1004-43770	100.00
NM MUNICIPAL LEAGUE	1811-KW	10/12/2023	Annual Dues for Government F...	101-1004-43770	50.00
KAUFMAN'S WEST, LLC	8448L	10/12/2023	BALLISTIC VEST - ROUSH	101-1008-44607	914.00
KAUFMAN'S WEST, LLC	8448L	10/12/2023	BALLISTIC VEST - ROUSH	101-1008-44615	1,000.00
POWER FORD	881094 TAG#299	10/12/2023	MAINTENANCE 2017 FORD IN...	101-1007-47420	1,125.77
TRESCO, INC	10142023	10/18/2023	CIVIC CENTER DEPOSIT REFU...	101-1099-34348	250.00
LEVI EILERS	10152023	10/18/2023	MILEAGE REIMBURSEMENT	101-1007-43316	639.18
STAPLES CONTRACT & COMM...	3550112682	10/19/2023	OFFICE SUPPLIES FOR FINANCE...	101-1004-44606	224.07
WEX BANK	92355240-M	10/19/2023	WEX BANK FUEL CARD OPEN P...	101-1014-43316	745.60
XEROX CORP - OLD	019860416, 019860414, 0198...	10/20/2023	MUNICIPAL COURT	101-1004-43465	214.20
XEROX CORP - OLD	019860416, 019860414, 0198...	10/20/2023	WASTE WATER	101-1004-43465	158.20
XEROX CORP - OLD	019860416, 019860414, 0198...	10/20/2023	ELECTRIC DEPT	101-1004-43465	94.81
XEROX CORP - OLD	019860416, 019860414, 0198...	10/20/2023	FLEET DEPT	101-1004-43465	64.69
XEROX CORP - OLD	019860416, 019860414, 0198...	10/20/2023	SOLID WASTE	101-1004-43465	30.18
XEROX CORP - OLD	019860416, 019860414, 0198...	10/20/2023	CITY MANAGER	101-1004-43465	177.74
XEROX CORP - OLD	019860416, 019860414, 0198...	10/20/2023	UTILITY BILLING	101-1004-43465	437.32
SOUTH CENTRAL COUNCIL OF...	06-23/24	10/20/2023	ANNUAL MEMBERSHIP DUES ...	101-1000-43770	2,187.00
WEX BANK	10012023	10/20/2023	WEX FUEL FOR ANIMAL CONT...	101-1008-43316	487.15
WEX BANK	10012023-PD	10/20/2023	WEX FUEL POLICE DEPT - FY 2...	101-1007-43316	7,140.06
SCRDA	100523	10/20/2023	SCRDA BILL FOR FY 23-24	101-1007-48599	59,656.50
THE CLUB OF SIERRA COUNTY	101023	10/20/2023	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	1,250.00
COMPANION ANIMAL ACTION...	101323	10/20/2023	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	250.00
LM BUILDING SERVICES	10182023	10/20/2023	REZNOR INDOOR FURNANCE ...	101-1012-80845	10,090.50
DOMESTIC ABUSE INTERVENT...	10323	10/20/2023	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	500.00
MATTHEW 25 FOOD PANTRY ...	10523	10/20/2023	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	1,250.00
COPLER LAW FIRM, P.C.	12202,12212	10/20/2023	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	476.03
SUN VALLEY, INC.	171377/6, 171439/6, 171568/...	10/20/2023	OPEN PO FIELD SUPPLIES FY24...	101-1009-44607	198.64
SUN VALLEY, INC.	171573-6, 171510-6, 171540-6...	10/20/2023	OPEN P.O. FOR THE MONTH O...	101-1014-44607	595.01
VALLEY VET SUPPLY	17601732	10/20/2023	DISPOSABLE SYRINGES WITH ...	101-1006-44607	93.16
VALLEY VET SUPPLY	17601732	10/20/2023	TRUCAN B (ORAL) FOR DOGS	101-1006-44607	397.90
VALLEY VET SUPPLY	17601732	10/20/2023	TRUCAN DAPPI + C DOG VACC...	101-1006-44607	607.50
KATHRYN ELLIOTT DBA CIVILIT...	19	10/20/2023	GOVERNMENT RELATIONS	101-1000-43598	3,238.13
TALON SEPTIC & POTTY SERVI...	1934	10/20/2023	OPEN PO PORTABLE TOILET R...	101-1009-43465	1,000.00
ALARM CONTROL TECHNOLOG...	31362 & 31363	10/20/2023	FIRE ALARM MONITORING OP...	101-1014-47410	53.82
OFFICE DEPOT	334200112001	10/20/2023	GENERAL OFFICE SUPPLIES FO...	101-1007-44606	222.55
QUILL CORPORATION	34870666, 34849370, 349205...	10/20/2023	BUSINESS CARDS AND OTHER ...	101-1007-44606	151.21
NU-WAY LAUNDRY & CLEANER...	38769	10/20/2023	NU-WAY CARPET SERVICES O...	101-1014-44607	98.10
JORNADA CONSERVATION & ...	451750907319	10/20/2023	2023 NMWDOC CONFERENCE...	101-1000-42310	384.78
XEROX CORP.	4874245	10/20/2023	CLERKS OFFICE OPEN PO FY23...	101-1001-43465	297.01
XEROX CORP.	4874245	10/20/2023	CITY MANAGER OPEN PO FY2...	101-1003-43465	282.16
XEROX CORP.	4874245	10/20/2023	FINANCE OFFICE OPEN PO FY...	101-1004-43465	514.87
XEROX CORP.	4874245	10/20/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43465	311.86
XEROX CORP.	4874245	10/20/2023	PARKS DEPT OPEN PO FY23/24	101-1009-43465	200.47
XEROX CORP.	4874245	10/20/2023	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	37.12
XEROX CORP.	4874245	10/20/2023	MUNICIPAL COURT OPEN PO ...	101-1040-43465	297.01
RED WING SHOES OF LAS CRU...	5622	10/20/2023	SAFETY BOOTS FOR RAY SLADE	101-1012-44615	200.00
SIERRA AUTO/CARQUEST	6016-317837	10/20/2023	C/V AXLE	101-1007-47420	131.52
SIERRA AUTO/CARQUEST	6016-317840, 6016-317835, 6...	10/20/2023	FIELD SUPPLIES	101-1012-44607	494.33
MPG SERVICES, LLC	6490	10/20/2023	REPAIR A/C AT ANIMAL SHEL...	101-1014-43403	3,984.26
RED WING SHOES OF LAS CRU...	83966	10/20/2023	BOOTS	101-1012-44615	200.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GRAINGER, INC.	9859630775	10/20/2023	2.5" X 12" PIPE REPAIR PATCH	101-1014-43403	192.32
CITY UTILITIES	A-B OCT 2023	10/20/2023	GENERAL FUND CYCLE A&B O...	101-1018-43780	3,956.00
CITY UTILITIES	OCTOBER 2023	10/20/2023	GENERAL FUND OPEN PO FY2...	101-1018-43780	13.32
JACKSSONS, INC	PJB7950	10/20/2023	DECKOVER TILT	101-1012-80845	14,175.00
LEE F COOK-JORDAN	001	10/27/2023	DEPARTMENT PHOTOS FOR PD	101-1007-43740	300.00
XEROX CORP - OLD	019942736, 019942735	10/27/2023	POLICE DEPT	101-1004-43465	216.81
XEROX CORP - OLD	019942736, 019942735	10/27/2023	FIRE DEPT	101-1004-43465	254.03
BANK OF AMERICA	04488	10/27/2023	OFFICE CHAIR	101-1006-44606	85.00
BANK OF AMERICA	04488	10/27/2023	BLEACH	101-1006-44607	47.88
BANK OF AMERICA	04488	10/27/2023	WASHER CLEANER	101-1006-44607	7.92
BANK OF AMERICA	05418	10/27/2023	CLEANING SUPPLIES	101-1006-44607	119.01
SIERRA VISTA HOSPITAL / SIER...	093023	10/27/2023	GRT DISTRIBUTION FY 23/24 ...	101-1017-48599	36,273.36
TDS	101482023	10/27/2023	GENERAL OPEN PO FY 22/23	101-1018-43780	4,308.42
SARA SHISLAK	10202023	10/27/2023	RALPH EDWARDS PARK REFU...	101-1099-34348	55.00
TYLER BROWN	10212023	10/27/2023	DEPOSIT REFUND RODEO ARE...	101-1099-34348	25.00
MORRIS APPRAISAL SERVICE I...	102123	10/27/2023	BOUNDARY SURVEY PLAT A P...	101-1010-48598	3,786.56
MORRIS APPRAISAL SERVICE I...	102523	10/27/2023	APPRAISAL OF CITY PROPERTY	101-1010-48598	3,245.25
ANIMAL CARE EQUIPMENT & ...	116379	10/27/2023	FIELD SUPPLIES FOR ANIMAL ...	101-1008-44607	212.55
WILSON & COMPANY, INC. E...	120673	10/27/2023	ON CALL GRANT MANAGEME...	101-1010-48598	8,280.85
WINDSHIELD DOCTOR	1371-3276648	10/27/2023	QUARTER WINDOW 2020 FO...	101-1007-47420	325.50
NEWGEN STRATEGIES AND SO...	16899	10/27/2023	WA/WW COMPREHENSIVE SE...	101-1010-48598	4,976.32
BANK OF AMERICA	169178431	10/27/2023	SHIPPING/HANDLING	101-1009-45555	114.73
BANK OF AMERICA	169178431	10/27/2023	IND TRASH LINERS-33 GALLON...	101-1009-45555	384.00
BANK OF AMERICA	2570052302	10/27/2023	ACROBAT PRO ANNUAL SUBS...	101-1001-43770	259.97
OFFICE DEPOT	334201655001	10/27/2023	GENERAL OFFICE SUPPLIES FO...	101-1007-44606	14.99
QUILL CORPORATION	34790165, 34846300, 347716...	10/27/2023	OFFICE SUPPLIES FOR COMM...	101-1010-44606	272.72
QUILL CORPORATION	34790165, 34846300, 347716...	10/27/2023	OFFICE SUPPLIES FOR STREETS	101-1011-44606	70.40
BELSON OUTDOORS, LLC	350083	10/27/2023	SPORT BENCH, 4' RECYCLED P...	101-1009-45555	1,179.00
TESTON'S FREEWAY CHEVRON	49005 OR 5447	10/27/2023	OPEN PURCHASE ORDER FOR ...	101-1014-43316	81.91
TESTON'S FREEWAY CHEVRON	5439	10/27/2023	OPEN PO FY23/24 FUEL PURC...	101-1013-43316	224.25
TESTON'S FREEWAY CHEVRON	5442	10/27/2023	FUEL FOR ANIMAL SHELTER V...	101-1006-43316	119.69
TESTON'S FREEWAY CHEVRON	5442 PD	10/27/2023	FUEL USAGE FOR ACO/CODES...	101-1008-43316	98.71
TESTON'S FREEWAY CHEVRON	5450	10/27/2023	OPEN PO FUEL PURCHASES FY...	101-1009-43316	563.52
TESTON'S FREEWAY CHEVRON	5451	10/27/2023	FUEL USAGE PD UNITS - OPEN...	101-1007-43316	749.64
KIMBER PARSONS	6258	10/27/2023	NON-STERILIZATION DEPOSIT ...	101-1099-34343	25.00
MPG SERVICES, LLC	6541	10/27/2023	A/C REPAIR WORK FOR CITY H...	101-1014-43403	107.48
BANK OF AMERICA	7994125059	10/27/2023	GENERAL ADDMISSION TICKET	101-1009-42720	149.00
BANK OF AMERICA	7994125059	10/27/2023	GENERAL ADDMISSION TICKET	101-1013-42720	149.00
BANK OF AMERICA	7994125059	10/27/2023	FEES	101-1013-42720	23.66
BANK OF AMERICA	96129417	10/27/2023	HOTEL FOR COMMISSIONER ...	101-1000-42310	813.69
BANK OF AMERICA	96129417	10/27/2023	HOTEL FOR ANGIE GONZALES	101-1003-42310	813.70
BANK OF AMERICA	96129417	10/27/2023	HOTEL FOR CHIEF LUIS TAVIZ...	101-1007-42310	813.69
TURTLEBACK PEST CONTROL, ...	9742	10/27/2023	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,075.24
VERIZON WIRELESS	9946905937	10/27/2023	CITY CLERK OPEN PO FY23/24	101-1001-43775	279.00
VERIZON WIRELESS	9946905937	10/27/2023	MUNICIPAL COURT OPEN PO ...	101-1002-43775	195.92
VERIZON WIRELESS	9946905937	10/27/2023	CITY MANAGER OPEN PO FY2...	101-1003-43775	233.73
VERIZON WIRELESS	9946905937	10/27/2023	FINANCE OPEN PO FY23/24	101-1004-43775	251.45
VERIZON WIRELESS	9946905937	10/27/2023	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	110.45
VERIZON WIRELESS	9946905937	10/27/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43775	1,187.95
VERIZON WIRELESS	9946905937	10/27/2023	ANIMAL CONTROL OPEN PO F...	101-1008-43775	126.38
VERIZON WIRELESS	9946905937	10/27/2023	PARKS DEPT OPEN PO FY23/24	101-1009-43775	145.74
VERIZON WIRELESS	9946905937	10/27/2023	COMMUNITY DEVELOPEMENT...	101-1010-43775	93.86
VERIZON WIRELESS	9946905937	10/27/2023	STREETS DEPT OPEN PO FY23/...	101-1011-43775	111.07
VERIZON WIRELESS	9946905937	10/27/2023	FLEET DEPT OPEN PO FY23/24	101-1012-43775	86.37
VERIZON WIRELESS	9946905937	10/27/2023	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	126.11
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1001-41785	68.35
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1002-41785	89.16
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1003-41785	535.24
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1004-41785	144.14
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1006-41785	633.02

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NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1007-41785	4,457.88
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1008-41785	1,067.81
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1009-41785	781.62
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1010-41785	29.72
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1011-41785	3,361.24
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1012-41785	367.03
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1013-41785	34.47
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1014-41785	1,882.12
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	101-1016-41785	148.60
NM SELF INSURERS FUND	FY24 79036	10/27/2023	ANNUAL GENERAL LIABILITY I...	101-1007-46732	49,881.05
NM SELF INSURERS FUND	FY24 79036	10/27/2023	ANNUAL GENERAL LIABILITY I...	101-1018-46732	8,243.71
NM SELF INSURERS FUND	FY24 79037	10/27/2023	ANNUAL VEHICLE INSURANCE...	101-1007-46733	3,009.04
NM SELF INSURERS FUND	FY24 79037	10/27/2023	ANNUAL VEHICLE INSURANCE...	101-1018-46733	5,611.39
NM SELF INSURERS FUND	FY24 79038	10/27/2023	ANNUAL PROPERTY INSURAN...	101-1018-46731	8.53
NM SELF INSURERS FUND	FY24 79039	10/27/2023	LOYEE DISHONESTY INSURAN...	101-1018-46732	1,328.00
BANK OF AMERICA	G23WKS	10/27/2023	FLIGHT FOR COMMISSIONER ...	101-1000-42310	546.39
BANK OF AMERICA	G23WKS	10/27/2023	FLIGHT FOR ANGIE GONZALES	101-1003-42310	546.39
BANK OF AMERICA	G23WKS	10/27/2023	FLIGHT FOR CHIEF LUIS TAVIZ...	101-1007-42310	546.39
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1001-41226	134.23
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1003-41226	155.71
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1004-41226	339.84
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1006-41226	123.12
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1007-41226	1,077.59
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1008-41226	114.68
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1009-41226	67.94
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1011-41226	263.98
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1012-41226	123.62
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1014-41226	210.43
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	101-1016-41226	208.55
WINDSTREAM CORPORATION	10162023	10/30/2023	CITY MANAGER OPEN PO FY2...	101-1003-43775	173.17
Fund 101 - General Total:					357,635.16
Fund: 201 - Corrections					
ADMINISTRATIVE OFFICE OF ...	09302023	10/05/2023	PAY DWI /COURT AUTO/JUD /...	201-1903-44805	72.00
SIERRA COUNTY TREASURER	10022023	10/05/2023	OPEN PO - CARE OF PRISONERS	201-1903-48710	2,860.00
Fund 201 - Corrections Total:					2,932.00
Fund: 209 - Fire					
CITY UTILITIES	C-D SEPTEMBER 2023	10/05/2023	FIRE DEPT CYCLE C&D OPEN ...	209-1603-43780	167.91
GENERAL FUND	10112023	10/12/2023	ADMINISTRATIVE FEE PAID TO...	209-1603-47595	21,500.00
XEROX CORP.	4874245	10/20/2023	FIRE DEPT OPEN PO FY23/24	209-1603-43465	334.14
CITY UTILITIES	A-B OCT 2023	10/20/2023	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	340.49
TESTON'S FREEWAY CHEVRON	5449	10/27/2023	OPEN PO FOR GAS/FUEL FY 23...	209-1603-43316	57.24
VERIZON WIRELESS	9946905937	10/27/2023	FIRE DEPT OPEN PO FY23/24	209-1603-43775	188.83
WINDSTREAM CORPORATION	10162023	10/30/2023	FIRE DEPT OPEN PO FY23/24	209-1603-43775	249.09
Fund 209 - Fire Total:					22,837.70
Fund: 211 - Law Enforce Prot					
LUIS TAVIZON	09272023	10/05/2023	REIMBURSEMENT FOR BOOTS	211-2003-44573	140.71
SHANTELL GONZALEZ- FRAZIER	09282023	10/05/2023	REIMBURSEMENT FOR BICYCL...	211-2003-44607	29.09
BANK OF AMERICA	09292023	10/05/2023	HOTEL STAY FOR TRAINING F...	211-2003-42535	604.00
N7 TACTICAL TRAINING, LLC	2023-1007	10/05/2023	BASIC SWAT TRAINING - VILL...	211-2003-42535	750.00
BANK OF AMERICA	240478695	10/05/2023	PACT CLUB SHOT TIMER 3	211-2003-44607	140.88
BANK OF AMERICA	240644825	10/05/2023	PACT CLUB SHOT TIMER 3	211-2003-44607	140.88
BANK OF AMERICA	72655816144817	10/05/2023	LODGING FOR TRAINING FOR ...	211-2003-42535	1,470.30
KAUFMAN'S WEST, LLC	8380L	10/05/2023	UNIFORM ITEMS FOR OFFICERS	211-2003-44573	237.70
KAUFMAN'S WEST, LLC	8381L	10/05/2023	TASER HOLSTERS FOR OFFICE...	211-2003-44573	121.98
KAUFMAN'S WEST, LLC	8382L	10/05/2023	NAMETAPE FOR OFC. GONZAL...	211-2003-44573	8.90
THE LINE, LLC	2277	10/06/2023	UNIFORM PIECES FOR OFC. S...	211-2003-44573	81.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THE LINE, LLC	2278	10/06/2023	UNIFORM PIECES FOR OFC. V...	211-2003-44573	309.77
THE LINE, LLC	2278	10/06/2023	UNIFORM PIECES FOR OFC. V...	211-2003-44615	59.56
THE LINE, LLC	2279	10/06/2023	VELCRO ON PD PATCHES FOR ...	211-2003-44573	123.00
THE LINE, LLC	2283	10/06/2023	VELCRO ON BREAST CANCER ...	211-2003-44573	81.00
THE LINE, LLC	2289	10/12/2023	UNIFORM ITEMS FOR OFFICER...	211-2003-44573	113.45
THE LINE, LLC	2289	10/12/2023	UNIFORM ITEMS FOR OFFICER...	211-2003-44615	132.00
KAUFMAN'S WEST, LLC	8447L	10/12/2023	BALLISTIC VEST - NEW HIRE	211-2003-44615	1,914.00
KAUFMAN'S WEST, LLC	8449L	10/12/2023	BALLISTIC VEST - NEW HIRE (S...	211-2003-44615	1,914.00
LUIS TAVIZON	10182023	10/27/2023	REIMBURSEMENT FOR BOOTS	211-2003-44573	140.71
TACONE CONSULTING	2116	10/27/2023	ACTIVE SHOOTER RESPONSE T...	211-2003-42535	700.00
THE LINE, LLC	2309	10/27/2023	UNIFORM PIECES FOR OFC. V...	211-2003-44573	89.74
THE LINE, LLC	2309	10/27/2023	UNIFORM PIECES FOR OFC. V...	211-2003-44615	17.26
THE LINE, LLC	2310	10/27/2023	UNIFORM PANTS FOR OFC. G...	211-2003-44573	65.00
BANK OF AMERICA	2528605	10/27/2023	COURT ATTIRE - BUSINESS W...	211-2003-44573	215.67
BANK OF AMERICA	2769680110052324932	10/27/2023	COURT ATTIRE - BUS. PROF. - ...	211-2003-44573	275.65
PRO FORCE LAW ENFORCEME...	531785	10/27/2023	AMMUNITION FOR TRAINING...	211-2003-44607	774.59
Fund 211 - Law Enforce Prot Total:					10,651.64

Fund: 214 - Lodgers Tax

GERONIMO TRAIL SCENIC BY...	10123	10/05/2023	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
MAINSTREET T OR C	2304	10/11/2023	OPEN PO FOR LODGERS TAX S...	214-2540-60725	11,250.00
SUNNY 505	001364	10/20/2023	ADVERTISING AND MARKETI...	214-2503-47406	1,185.35
RUANNA WALDRUM	1368	10/20/2023	WEBSITE AND MULTI-MEDIA ...	214-2540-60725	481.11
GERONIMO SPRINGS MUSEUM	101323	10/27/2023	OPEN PO FOR LODGERS TAX ...	214-2503-48815	1,250.00
Fund 214 - Lodgers Tax Total:					14,633.13

Fund: 216 - Muni Street

WH PACIFIC, INC.	352110	10/11/2023	ENGINEERING SERVICES DOWN...	216-7018-48598	7,579.04
B & H OIL CO.	OCT 2 2023	10/12/2023	RED DIESEL- OPEN PO FY 23/24	216-4503-43316	1,967.76
PETE'S EQUIPMENT, INC.	0033845	10/20/2023	EXTRA SHIPPING	216-4503-47420	63.47
PETE'S EQUIPMENT, INC.	0033845	10/20/2023	OIL SEAL	216-4503-47420	593.76
PETE'S EQUIPMENT, INC.	0033845	10/20/2023	BRAKE PADS KIT WITH CLIPS	216-4503-47420	494.79
PETE'S EQUIPMENT, INC.	0033845	10/20/2023	ROTOR SERVICE BRAKE	216-4503-47420	1,820.00
PETE'S EQUIPMENT, INC.	0033845	10/20/2023	CLUTCH ARM SPRING	216-4503-47420	20.38
RONALD W HOSKINS JR DBA ...	078	10/20/2023	TRAILER REPAIR	216-4503-47420	884.26
FOXWORTH-GALBRAITH	2266684	10/20/2023	PAINT TIP FOR PAINT MACHINE	216-4503-44607	37.99
FOXWORTH-GALBRAITH	2266684	10/20/2023	PAINT FILTERS	216-4503-44607	19.16
FOXWORTH-GALBRAITH	2266684	10/20/2023	SPRAY PAINT	216-4503-44607	15.98
PAVEMENT SEALANTS & SUPP...	23268	10/20/2023	HIGH PERFORMANCE PERMA...	216-4503-43550	5,473.15
SIERRA AUTO/CARQUEST	6016-317376	10/20/2023	TRAILER HITCH ADAPTER	216-4503-47420	24.87
AMAZON CAPITAL SERVICES, I...	1KKY-773X-C7PY	10/27/2023	ADJUSTABLE TRAILER HITCH P...	216-4503-44607	194.98
JESSICA MULLER DBA FREED...	3227070	10/27/2023	WINDOW TINTING	216-4503-47420	1,846.80
BANK OF AMERICA	413387	10/27/2023	SAFTEY BOOTS FOR THOMAS ...	216-4503-44615	109.99
TESTON'S FREEWAY CHEVRON	5446	10/27/2023	GAS/DIESEL FUEL PURCHASES...	216-4503-43316	196.43
NM SELF INSURERS FUND	FY24 79036	10/27/2023	ANNUAL GENERAL LIABILITY I...	216-4503-46732	3,339.86
NM SELF INSURERS FUND	FY24 79037	10/27/2023	ANNUAL VEHICLE INSURANCE...	216-4503-46733	2,804.05
NM SELF INSURERS FUND	FY24 79038	10/27/2023	ANNUAL PROPERTY INSURAN...	216-4503-46731	1,834.12
Fund 216 - Muni Street Total:					29,320.84

Fund: 260 - Fiscal Recovery Funds

FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	LF3/4 MIP X PE COMP BALL C...	260-2002-80860	157.96
FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	3/4X100 250PSI SIDR 7 NSF	260-2002-80860	66.40
FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	LF 3/4S IPERL 1000G SM 6TRPL...	260-2002-80860	334.62
FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	4X1 IP DBL STRP BRZ SDL DI/AC	260-2002-80860	126.19
FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	4X1 EPXY BDY DBL SS STRP 4...	260-2002-80860	99.14
FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	1X100 250 PSI SIDR 7 NSF	260-2002-80860	87.80
FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	4 PVC WDG REST GLND PK *O...	260-2002-80860	68.46
FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	6 PVC WDG REST GLND PK *O...	260-2002-80860	85.71
FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	LF 1 MIP X PE COMP BALL CO...	260-2002-80860	193.38
FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	6X4 MJ C153 RED L/A	260-2002-80860	75.60
FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	4 C900 DR18 PVC GJ BLUE PIPE	260-2002-80860	2,271.00
FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	4 PVC WDG REST GLND PK *O...	260-2002-80860	684.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	4X3/4 IP DBL STRP BRZ SDL Di...	260-2002-80860	252.38
FERGUSON US HOLDINGS, INC.	0515317	10/27/2023	20X208 POLYWRAP PERF 3-8 D...	260-2002-80860	194.35
Fund 260 - Fiscal Recovery Funds Total:					4,697.59
Fund: 294 - State Library					
XEROX CORP - OLD	019926884, 019831211	10/20/2023	XEROX OLD CONTRACT FOR LI...	294-5003-43465	64.49
XEROX CORP.	4874245	10/20/2023	LIBRARY OPEN PO FY23/24	294-5003-43465	26.73
TDS	10182023	10/27/2023	INTERNET SERVICE LIBRARY O...	294-5003-60834	99.95
VERIZON WIRELESS	9946905937	10/27/2023	LIBRARY OPEN PO FY23/24	294-5003-43775	168.50
Fund 294 - State Library Total:					359.67
Fund: 295 - Muni Pool					
CITY UTILITIES	C-D SEPTEMBER 2023	10/05/2023	POOL CYCLE C&D OPEN PO F...	295-4803-43780	1,853.76
THE LIFEGUARD STORE	001357003	10/06/2023	FREIGHT	295-4803-80845	65.00
THE LIFEGUARD STORE	001357003	10/06/2023	MAYTRONICS DOLPHIN WAVE...	295-4803-80845	5,999.00
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	295-4803-41226	40.10
XEROX CORP.	4874245	10/20/2023	POOL OPEN PO FY23/24	295-4803-43465	31.19
BANK OF AMERICA	597767	10/27/2023	LIFEGUARD INSTRUCTOR COU...	295-4803-42720	220.00
VERIZON WIRELESS	9946905937	10/27/2023	POOL OPEN PO FY23/24	295-4803-43775	28.79
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	295-4803-41785	783.40
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	295-4803-41226	40.10
Fund 295 - Muni Pool Total:					9,061.34
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	10162023	10/30/2023	VETERANS WALL OPEN PO FY...	303-4703-43775	359.26
Fund 303 - Vet Wall Total:					359.26
Fund: 304 - Senior Grants					
CREATIVE BUS SALES, INC	20882	10/11/2023	MOBILITY TRANSPORT VAN	304-4903-80810	85,175.00
Fund 304 - Senior Grants Total:					85,175.00
Fund: 315 - CI Reserve					
BANK OF AMERICA	N/A	10/05/2023	WIFI ENABLER	315-8001-44613	27.08
AMAZON CAPITAL SERVICES, L...	1ZJT-GP6T-496D	10/11/2023	12TB External Hard Drive	315-8001-44613	366.04
Fund 315 - CI Reserve Total:					393.12
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS					
MODRALLSPERLING ROEHL H...	0002	10/05/2023	BOND COUNCEL SERVICES	320-6603-80860	22,901.87
WILSON & COMPANY, INC. E...	118870, 119502	10/06/2023	ENGINEERING SERVICES MSD...	320-6603-80860	60,002.12
SMITHCO CONSTRUCTION INC.	PAY APPLICATION 11	10/06/2023	MSD WATERLINE CONSTRUCT...	320-6603-80860	593,639.85
Fund 320 - USDA WATER SYSTEM IMPROVEMENTS Total:					676,543.84
Fund: 321 - WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY, INC. E...	117311, 118326	10/03/2023	WA SYSTEM PERFORMANCE I...	321-7017-80860	65,749.73
WILSON & COMPANY, INC. E...	118872, 119533	10/12/2023	WA SYSTEM PERFORMANCE I...	321-7017-80860	128,087.74
Fund 321 - WATER SYSTEM IMPROVEMENTS Total:					193,837.47
Fund: 360 - NMFA PROJECTS					
WILSON & COMPANY, INC. E...	118936, 119566	10/03/2023	ENG SERVICES ROADWAY IMP...	360-7009-80847	18,423.75
SPARTAN CONSTRUCTION OF ...	PAY APPLICATION 2	10/11/2023	CONSTRUCTION SERVICES MS...	360-7009-80847	35,344.12
SMITHCO CONSTRUCTION INC.	Pay App 1	10/20/2023	CONSTRUCTION WATER SYST...	360-7021-80860	288,272.53
Fund 360 - NMFA PROJECTS Total:					342,040.40
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY, INC. E...	118874, 120391	10/27/2023	PROFESSIONAL SERVICES BOO...	370-7008-48598	6,981.00
Fund 370 - WATER TRUST BOARD PROJECTS Total:					6,981.00
Fund: 380 - OTHER STATE FUNDED PROJECTS					
WILSON & COMPANY, INC. E...	118859, 119497	10/03/2023	ENGINEERING SERVICES DW-4...	380-7002-48598	15,254.26
WILSON & COMPANY, INC. E...	120387	10/27/2023	ENGINEERING SERVICES DW-4...	380-7002-48598	17,634.76
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					32,889.02
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTH...	100123	10/05/2023	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	100123	10/05/2023	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.71
NEW MEXICO FINANCE AUTH...	100123	10/05/2023	NMFA LOAN PYMT PPRF 5652	403-1203-12952	8,612.15
NEW MEXICO FINANCE AUTH...	100123	10/05/2023	NMFA LOAN PYMT PPRF 4967	403-1203-12967	7,150.59

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO FINANCE AUTH...	093023	10/12/2023	INTEREST & ADMIN FEES FOR ...	403-1203-90925	2.69
Fund 403 - Pledge State Total:					24,054.72
Fund: 501 - Cemetary					
CITY UTILITIES	A-B OCT 2023	10/20/2023	CEMETARY CYCLE A&B OPEN ...	501-1803-43780	702.87
Fund 501 - Cemetary Total:					702.87
Fund: 502 - Util Office - Pool					
CITY UTILITIES	C-D SEPTEMBER 2023	10/05/2023	UTILITY BILLING OFFICE CYCLE...	502-3601-43780	378.07
STAPLES CONTRACT & COMM...	8071649023	10/06/2023	DOOR HANGERS	502-3601-44606	111.00
STAPLES CONTRACT & COMM...	8071649023	10/06/2023	COPY PAPER	502-3601-44606	345.95
STAPLES CONTRACT & COMM...	8071649023	10/06/2023	THERMAL CASH REG ROLLS	502-3601-44606	724.88
STAPLES CONTRACT & COMM...	8071649023	10/06/2023	RED TAG PAPER	502-3601-44606	46.12
STAPLES CONTRACT & COMM...	8071649023	10/06/2023	POST IT NOTES	502-3601-44606	12.19
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	502-3601-41226	193.47
XEROX CORP.	4874245	10/20/2023	UTILITY BILLING OPEN PO FY2...	502-3601-43465	460.37
TESTON'S FREEWAY CHEVRON	5445	10/27/2023	UTILITY OFFICE GAS/OIL OPEN...	502-3601-43316	47.70
VERIZON WIRELESS	9946905937	10/27/2023	UTILITY BILLING OPEN PO FY2...	502-3601-43775	192.34
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	502-3601-41785	123.33
NM SELF INSURERS FUND	FY24 79036	10/27/2023	ANNUAL GENERAL LIABILITY I...	502-3601-46732	2,635.10
NM SELF INSURERS FUND	FY24 79037	10/27/2023	ANNUAL VEHICLE INSURANCE...	502-3601-46733	564.44
NM SELF INSURERS FUND	FY24 79038	10/27/2023	ANNUAL PROPERTY INSURAN...	502-3601-46731	10,450.19
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	502-3601-41226	193.47
Fund 502 - Util Office - Pool Total:					16,478.62
Fund: 503 - Electric					
BANK OF AMERICA	08292023	10/05/2023	ADOBE SOFTWARE	503-3702-43770	32.50
BANK OF AMERICA	08292023-JN	10/05/2023	CPR/FIRST AID COURSE	503-3702-42720	36.00
MIKE TORRES DBA CD TECHN...	1013	10/05/2023	IT SERVICE ELECTRIC DEPT OP...	503-3702-48598	425.00
SILVERSKY, INC.	489353-SI	10/05/2023	OPEN PO FY23/24 ELECTRIC D...	503-3702-43815	72.30
CITY UTILITIES	C-D SEPTEMBER 2023	10/05/2023	ELECTRIC DEPT CYCLE C&D O...	503-3702-43780	4,960.97
WESTERN UNITED ELECTRIC	6096551, 6096552	10/06/2023	2/01-03 ALUMINUM -OH-XL1...	503-3702-44607	3,480.00
WESTERN UNITED ELECTRIC	6096551, 6096552	10/06/2023	CONN. COMP PH 2/0-2	503-3702-44607	320.00
WESTERN UNITED ELECTRIC	6096551, 6096552	10/06/2023	ATTACHMENT GUY 5/8 BOLT...	503-3702-44607	213.50
WESTERN UNITED ELECTRIC	6096551, 6096552	10/06/2023	FUSE LINK TYPE K 10 AMP	503-3702-44607	125.40
WESTERN UNITED ELECTRIC	6096551, 6096552	10/06/2023	FUSE LINK TYPE K 20 AMP	503-3702-44607	120.00
WESTERN UNITED ELECTRIC	6096551, 6096552	10/06/2023	FUSE LINK K 15 AMP	503-3702-44607	120.00
WESTERN UNITED ELECTRIC	6096551, 6096552	10/06/2023	INSULATED SPOOL 3 GRAY	503-3702-44607	60.30
WESTERN UNITED ELECTRIC	6096551, 6096552	10/06/2023	LOCKNUT MF TYPE 5/8	503-3702-44607	416.00
WESTERN UNITED ELECTRIC	6096551, 6096552	10/06/2023	WIREHOLDER NYLON MAST T...	503-3702-44607	837.50
WESTERN UNITED ELECTRIC	6096551, 6096552	10/06/2023	OH #2 TRIPLEX	503-3702-44607	2,317.50
WESTERN UNITED ELECTRIC	6096551, 6096552	10/06/2023	CLEVIS	503-3702-44607	360.00
TRIPLE H SOLAR, LLC	0350	10/11/2023	ENGINEERING SERVICES- OPEN...	503-3702-48598	1,840.00
WESTERN UNITED ELECTRIC	6097957	10/11/2023	SHORTING CAP RIPLEY	503-3702-44607	176.90
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	503-3702-41226	446.02
SIERRA ELECTRIC CO-OP, INC.	10032023, 10062023	10/12/2023	MIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	565.34
SIERRA ELECTRIC CO-OP, INC.	10032023, 10062023	10/12/2023	POWER SERVICES-OPEN PO FY...	503-3702-50795	254,874.38
TRI-STATE GENERATION & TR...	304275	10/12/2023	POWER SERVICE- OPEN PO FY...	503-3702-50795	35,638.62
FULL SEND LINWORK, LLC	1246	10/20/2023	POLE REPLACEMENT	503-3702-47415	57,075.34
NEW MEXICO ONE CALL, INC.	153005637W	10/20/2023	QUARTERLY ALLOCATION US...	503-3702-43770	611.00
XEROX CORP.	4874245	10/20/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43465	133.66
LANDIS+GYR TECHNOLOGY, I...	90382309	10/20/2023	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,400.00
VERIZON WIRELESS	9945943075	10/20/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	51.32
CITY UTILITIES	A-B OCT 2023	10/20/2023	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	162.28
WESTERN AREA POWER ADM...	JJPB1798A0923	10/20/2023	BASE DEMAND & BASE ENER...	503-3702-50795	48,470.16
CITY UTILITIES	OCTOBER 2023	10/20/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43780	96.00
IRBY SUPPLY CO.	5013102600.001	10/20/2023	750 KVA 3 PHASE PADMOUNT...	503-3702-80845	62,804.05
IRBY SUPPLY CO.	5013745993.001	10/20/2023	1-1/2 TON STRAP HOIST	503-3702-44607	861.22
TDS	101482023	10/27/2023	ELECTRIC DEPT OPEN PO FY 2...	503-3702-43780	600.00
TESTON'S FREEWAY CHEVRON	5452	10/27/2023	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	1,762.48
LYNN'S LANDSCAPE	795	10/27/2023	GATE REPAIR- ELECTRIC	503-3702-47415	365.31
VERIZON WIRELESS	9946905937	10/27/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	193.20

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	503-3702-41785	2,708.02
NM SELF INSURERS FUND	FY24 79036	10/27/2023	ANNUAL GENERAL LIABILITY I...	503-3702-46732	31,944.90
NM SELF INSURERS FUND	FY24 79037	10/27/2023	ANNUAL VEHICLE INSURANCE...	503-3702-46733	2,702.28
NM SELF INSURERS FUND	FY24 79038	10/27/2023	ANNUAL PROPERTY INSURAN...	503-3702-46731	1,492.88
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	503-3702-41226	446.02

Fund 503 - Electric Total: 521,318.35

Fund: 504 - Water

FERGUSON US HOLDINGS, INC.	0510140	10/05/2023	MJ C153 TEE L/A	504-3803-44607	128.74
FERGUSON US HOLDINGS, INC.	0510140	10/05/2023	MJ TRANS BLT GSKT PK L/ GL...	504-3803-44607	99.87
FERGUSON US HOLDINGS, INC.	0510140	10/05/2023	PVC WDG REST GLND ONELOK	504-3803-44607	135.15
FERGUSON US HOLDINGS, INC.	05112419-1, 0512424, 05124...	10/05/2023	2 HYMAX 2 REP COUP 2.10-3....	504-3803-44607	199.10
FERGUSON US HOLDINGS, INC.	05112419-1, 0512424, 05124...	10/05/2023	4 HYMAX 2 REP COUP 4.25-5....	504-3803-44607	1,009.65
FERGUSON US HOLDINGS, INC.	05112419-1, 0512424, 05124...	10/05/2023	8 HYMAX 2 REP COUP 8.54-9....	504-3803-44607	1,509.66
MIKE TORRES DBA CD TECHN...	1013	10/05/2023	IT SERVICE WATER DEPT OPEN...	504-3803-48598	425.00
AMAZON CAPITAL SERVICES, I...	14MR-FH7D-6YCL, 1X3V-N49...	10/05/2023	SANDISK 32 GB 3-PACK USB F...	504-3803-44606	15.30
AMAZON CAPITAL SERVICES, I...	14MR-FH7D-6YCL, 1X3V-N49...	10/05/2023	KRYLON INDUSTRIAL WHEEL...	504-3803-44607	70.88
SILVERSKY, INC.	489353-SI	10/05/2023	OPEN PO FY23/24 WATER DE...	504-3803-43815	72.30
BANK OF AMERICA	49369-6275	10/05/2023	HOTEL ROOMS FOR NMWWA ...	504-3803-42720	531.88
CITY UTILITIES	C-D SEPTEMBER 2023	10/05/2023	WATER DEPT CYCLE C&D OP...	504-3803-43780	7,922.67
TAXATION AND REVENUE	09302023	10/11/2023	WATER CONSERVATION FEE FY...	504-3803-43797	1,313.27
AMAZON CAPITAL SERVICES, I...	1LTM-LNPL-4WTX	10/11/2023	CAT LARGE HEAVY DUTY RUB...	504-3803-44607	54.60
USA BLUEBOOK	INV00097408	10/11/2023	DRUM/BARREL CONE HDPE T...	504-3803-44615	269.80
USA BLUEBOOK	INV00097408	10/11/2023	18" ENVIRO CONE TRAFFIC C...	504-3803-44615	251.50
USA BLUEBOOK	INV00097408	10/11/2023	18" ENVIRO CONE TRAFFIC C...	504-3803-44615	50.30
BOOT BARN	INV0029701	10/11/2023	SAFETY WORK BOOTS	504-3803-44615	148.45
BAKER UTILITY SUPPLY CORP.	INV315173	10/11/2023	BRASS STRAIGHT CPLG 3/4" - ...	504-3803-44607	105.69
BAKER UTILITY SUPPLY CORP.	INV315185	10/11/2023	NS CHAMFER TOOL 1" PEP/IPS...	504-3803-44607	441.25
BAKER UTILITY SUPPLY CORP.	INV315185	10/11/2023	NS CHAMFER TOOL 3/4" PEP/I...	504-3803-44607	437.75
BAKER UTILITY SUPPLY CORP.	INV315185	10/11/2023	STL FULL CIRCLE 6" X 15" - 6.5...	504-3803-44607	375.60
BAKER UTILITY SUPPLY CORP.	INV315185	10/11/2023	BRASS STRAIGHT CPLG 3/4" - ...	504-3803-44607	312.00
BAKER UTILITY SUPPLY CORP.	INV315185	10/11/2023	WRAP CLAMP 1.05 X 6" (3/4" ...	504-3803-44607	693.00
BAKER UTILITY SUPPLY CORP.	INV315303	10/11/2023	BRASS STRAIGHT CPLG 3/4"-U...	504-3803-44607	759.60
BAKER UTILITY SUPPLY CORP.	INV315303	10/11/2023	INLET BALL VLV SETTER 5/8"X...	504-3803-44607	890.00
BAKER UTILITY SUPPLY CORP.	INV315303	10/11/2023	RUBBER MTR GSK 1"X1/8 100...	504-3803-44607	24.00
BAKER UTILITY SUPPLY CORP.	INV315303	10/11/2023	RUBBER MET GSK 3/4"X1/8" 1...	504-3803-44607	18.00
BAKER UTILITY SUPPLY CORP.	INV315303	10/11/2023	BRASS STRAIGHT CPLG 1"-ULT...	504-3803-44607	253.00
BAKER UTILITY SUPPLY CORP.	INV315303	10/11/2023	WRAP CLAMP 2.38C6" (2" STE...	504-3803-44607	428.00
BAKER UTILITY SUPPLY CORP.	INV315383	10/11/2023	C-900 PVC PIPE 8"X20'-DR18,C...	504-3803-44607	1,354.20
BAKER UTILITY SUPPLY CORP.	INV315383	10/11/2023	C-900 PVC PIPE 6"X20'-DR18-C...	504-3803-44607	789.60
BAKER UTILITY SUPPLY CORP.	INV315383	10/11/2023	C-900 PVC PIPE 4"X20' - DR18,...	504-3803-44607	386.40
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	504-3803-41226	336.31
BULLOCKS, INC.	1405, 0661, 0750, 2459, 2533,...	10/12/2023	OPEN PO FIELD SUPPLIES	504-3803-44607	28.01
B & H OIL CO.	55606	10/12/2023	OPEN PO FOR DIESEL,OIL AND...	504-3803-43316	99.82
STAPLES CONTRACT & COMM...	8071764015	10/18/2023	COPY PAPER	504-3803-44606	40.22
STAPLES CONTRACT & COMM...	8071764015	10/18/2023	FACIAL TISSUES	504-3803-44606	18.54
STAPLES CONTRACT & COMM...	8071764015	10/18/2023	GLADE PLUG IN REFILLS	504-3803-44606	7.88
STAPLES CONTRACT & COMM...	8071764015	10/18/2023	GLADE PLUGS	504-3803-44606	2.17
FERGUSON US HOLDINGS, INC.	0513062	10/20/2023	3/4X3 REDI-CLAMP 1.05	504-3803-44607	4,761.60
SUN VALLEY, INC.	171255, 171319, 171330, 171...	10/20/2023	OPEN PO FIELD SUPPLIES	504-3803-44607	86.50
HALL ENVIRONMENTAL ANAL...	2309B14	10/20/2023	SM 4500 NORG C: TKN	504-3803-48598	67.50
HALL ENVIRONMENTAL ANAL...	2309B14	10/20/2023	TAX	504-3803-48598	9.15
HALL ENVIRONMENTAL ANAL...	2309B14	10/20/2023	EPA METHOD 300.0 ANIONS	504-3803-48598	52.50
SIERRA AUTO/CARQUEST	6016-317548	10/20/2023	BRAKE SHOE	504-3803-47420	45.17
SIERRA AUTO/CARQUEST	6016-317548	10/20/2023	REFLEX MONOTUBE	504-3803-47420	146.54
SIERRA AUTO/CARQUEST	6016-317548	10/20/2023	COMPL STRUT	504-3803-47420	308.62
SIERRA AUTO/CARQUEST	6016-317906	10/20/2023	FUEL CAP	504-3803-47420	16.43
STAPLES CONTRACT & COMM...	8071670529	10/20/2023	FILE FOLDERS	504-3803-44606	12.09
STAPLES CONTRACT & COMM...	8071670529	10/20/2023	SIGNATURE STAMP	504-3803-44606	8.97
STAPLES CONTRACT & COMM...	8071670529	10/20/2023	DESK CALENDAR	504-3803-44606	6.12
STAPLES CONTRACT & COMM...	8071670529	10/20/2023	COLORLED PAPER CLIPS	504-3803-44606	3.11

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY UTILITIES	A-B OCT 2023	10/20/2023	WATER DEPT CYCLE A&B OPEN...	504-3803-43780	527.01
DPC INDUSTRIES, INC.	DE74000617-23	10/20/2023	MONTHLY DEMURRAGE FEE F...	504-3803-43465	100.00
TDS	101482023	10/27/2023	WATER DEPT OPEN PO FY 22/...	504-3803-43780	600.00
WILSON & COMPANY, INC. E...	120389	10/27/2023	GIS TECHNICAL ASSISTANCE	504-3803-48598	1,495.52
TESTON'S FREEWAY CHEVRON	48917, 48976, 49051, 49045, ...	10/27/2023	OPEN PO FOR DIESEL/UNLEA...	504-3803-43316	2,691.49
JAMIE FOREMAN	9-11-14-23	10/27/2023	REIMBURSEMENT FOR MEALS...	504-3803-42310	157.80
GRAINGER, INC.	9865976378	10/27/2023	SAFETY SIGN: NO SMOKING 14...	504-3803-47415	32.49
VERIZON WIRELESS	9946905937	10/27/2023	WATER DEPT OPEN PO FY23/...	504-3803-43775	560.98
BANK OF AMERICA	FS5108025-SO	10/27/2023	PATRICK EMBROIDERY	504-3803-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	ARNIE EMBROIDERY	504-3803-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	JAMIE EMBROIDERY	504-3803-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	TONY EMBROIDERY	504-3803-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	ISAIAH EMBROIDERY	504-3803-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	RENE EMBROIDERY	504-3803-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	TIM LONG SLEEVE	504-3803-42620	29.23
BANK OF AMERICA	FS5108025-SO	10/27/2023	EMBROIDERY SET UP FEE	504-3803-42620	-43.12
BANK OF AMERICA	FS5108025-SO	10/27/2023	JUSTIN LONG SLEEVE	504-3803-42620	19.49
BANK OF AMERICA	FS5108025-SO	10/27/2023	TIM EMBROIDERY	504-3803-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	ARNIE LONG SLEEVE	504-3803-42620	29.23
BANK OF AMERICA	FS5108025-SO	10/27/2023	TIM SHORT SLEEVE	504-3803-42620	26.23
BANK OF AMERICA	FS5108025-SO	10/27/2023	ARNIE SHORT SLEEVE	504-3803-42620	26.23
BANK OF AMERICA	FS5108025-SO	10/27/2023	JAMIE SHORT SLEEVES	504-3803-42620	26.23
BANK OF AMERICA	FS5108025-SO	10/27/2023	PATRICK LONG SLEEVE	504-3803-42620	9.75
BANK OF AMERICA	FS5108025-SO	10/27/2023	RENE SHORT SLEEVE	504-3803-42620	52.47
BANK OF AMERICA	FS5108025-SO	10/27/2023	TAX	504-3803-42620	64.67
BANK OF AMERICA	FS5108025-SO	10/27/2023	TONY SHORT SLEEVE	504-3803-42620	52.47
BANK OF AMERICA	FS5108025-SO	10/27/2023	PATRICK SHORT SLEEVE	504-3803-42620	43.73
BANK OF AMERICA	FS5108025-SO	10/27/2023	JUSTIN SHORT SLEEVE	504-3803-42620	34.98
BANK OF AMERICA	FS5108025-SO	10/27/2023	T OR C W/ WW ALL SHIRTS	504-3803-42620	182.16
BANK OF AMERICA	FS5108025-SO	10/27/2023	JUSTIN EMBROIDERY	504-3803-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	ISAIAH SHORT SLEEVE	504-3803-42620	52.47
BANK OF AMERICA	FS5108025-SO	10/27/2023	JAMIE LONG SLEEVE	504-3803-42620	29.23
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	504-3803-41785	1,683.89
NM SELF INSURERS FUND	FY24 79036	10/27/2023	ANNUAL GENERAL LIABILITY I...	504-3803-46732	4,576.46
NM SELF INSURERS FUND	FY24 79037	10/27/2023	ANNUAL VEHICLE INSURANCE...	504-3803-46733	2,515.11
NM SELF INSURERS FUND	FY24 79038	10/27/2023	ANNUAL PROPERTY INSURAN...	504-3803-46731	2,345.96
BAKER UTILITY SUPPLY CORP.	INV 315840	10/27/2023	INLET BALL SETTER 5/8" X 3/4"	504-3803-10113	2,050.00
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	504-3803-41226	350.20
L-E ELECTRIC INC.	WO4037	10/27/2023	OPEN PO	504-3803-47421	10,172.70
ARNULFO CASTANEDA	WTB 102023	10/27/2023	MEAL REIMBURSEMENT WTB ...	504-3803-42310	67.59
Fund 504 - Water Total:					58,297.47

Fund: 505 - Solid Waste

MIKE TORRES DBA CD TECHN...	1013	10/05/2023	IT SERVICE SANITATION DEPT ...	505-3904-48598	425.00
JESSICA MULLER DBA FREED...	3216938	10/05/2023	CERAMIC TINT FOR 3 TRASH T...	505-3904-47420	1,500.00
SILVERSKY, INC.	489353-SI	10/05/2023	OPEN PO FY23/24 SOLID WAS...	505-3904-43815	72.30
CITY OF LAS CRUCES	97362	10/05/2023	SCSWA WASTE DISPOSAL	505-3904-45601	48,161.11
CITY UTILITIES	C-D SEPTEMBER 2023	10/05/2023	SANITATION DEPT' CYCLE C&D...	505-3904-43780	648.92
LONESTAR FREIGHTLINER GR...	X200214506.01	10/05/2023	FREIGHT/RESTOCKING FEE	505-3904-47420	382.75
BORDER INTERNATIONAL TRU...	X400098885.01	10/05/2023	AIR DISC PADS	505-3904-47420	686.02
BORDER INTERNATIONAL TRU...	X400098885.01	10/05/2023	BRAKE ROTOR	505-3904-47420	660.94
BORDER INTERNATIONAL TRU...	X400099018.01	10/05/2023	CYLINDER REBUILD	505-3904-47420	399.17
PARKHILL SMITH & COOPER	04099623.00-3	10/06/2023	ENVIRONMENTAL LANDFILL ...	505-3904-48599	2,137.70
WAGNER EQUIPMENT CO.	P10C0874239	10/06/2023	CM BULK SEAL	505-3904-47420	5.81
WAGNER EQUIPMENT CO.	P10C0874239	10/06/2023	BRACKET ASSY	505-3904-47420	84.12
WAGNER EQUIPMENT CO.	P10C0874239	10/06/2023	BRACKET	505-3904-47420	115.34
WAGNER EQUIPMENT CO.	P10C0874239	10/06/2023	LATCH ASSY HOOD	505-3904-47420	37.84
WAGNER EQUIPMENT CO.	P10C0874239	10/06/2023	HOOD	505-3904-47420	1,243.79
WAGNER EQUIPMENT CO.	P10C0874239	10/06/2023	BOLT FLANGE	505-3904-47420	12.00
WAGNER EQUIPMENT CO.	P10C0874239	10/06/2023	BOLT HEX	505-3904-47420	10.74
WAGNER EQUIPMENT CO.	P10C0874239	10/06/2023	MOUNTING PLATE	505-3904-47420	481.36

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WAGNER EQUIPMENT CO.	P12C0473102	10/06/2023	KIT-LINING	505-3904-47420	63.35
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	505-3904-41226	582.36
SUN VALLEY, INC.	1714762/6	10/19/2023	DISCOUNT	505-3904-44607	-1.00
SUN VALLEY, INC.	1714762/6	10/19/2023	793485 CLR W/D SILICONE SE...	505-3904-44607	19.98
PARKHILL SMITH & COOPER	04078823.00-6	10/20/2023	MONITORING WELL REPLACE...	505-3904-48599	4,219.01
SIERRA COUNTY SENTINEL	1427	10/20/2023	RECYLING CAMPAIGN FOR NE...	505-3904-43740	108.38
SUN VALLEY, INC.	171375/6	10/20/2023	98 NUTS & BOLTS	505-3904-44607	46.99
SUN VALLEY, INC.	171375/6	10/20/2023	DISCOUNT	505-3904-44607	-19.00
SUN VALLEY, INC.	171375/6	10/20/2023	771589 INT W/G PASTEL BS PA...	505-3904-44607	379.98
SUN VALLEY, INC.	171538/6	10/20/2023	DISCOUNT	505-3904-44607	-1.65
SUN VALLEY, INC.	171538/6	10/20/2023	10X20 BL MED DUTY TARP	505-3904-44607	32.99
AMAZON CAPITAL SERVICES, I...	1Q91-1X6X-C6DM & 1QMJ-Q...	10/20/2023	CLEANING SUPPLIES	505-3904-44606	136.32
AMAZON CAPITAL SERVICES, I...	1VGW-N6T3-9JMG	10/20/2023	OFFICE SUPPLIES	505-3904-44606	84.78
QUILL CORPORATION	34996229	10/20/2023	REPLENISH OFFICE SUPPLIES	505-3904-44606	333.43
XEROX CORP.	4874245	10/20/2023	SOLID WASTE OPEN PO FY23/...	505-3904-43465	222.76
SIERRA AUTO/CARQUEST	6016-317654	10/20/2023	LIJ 1134 GREASE GUN	505-3904-44607	150.12
SIERRA AUTO/CARQUEST	6016-317838	10/20/2023	AIR 88771	505-3904-47420	60.38
SIERRA AUTO/CARQUEST	6016-317838	10/20/2023	CFI 88770	505-3904-47420	95.03
WEX BANK	92355240	10/20/2023	WEX- DIESEL & GASOLINE	505-3904-43316	4,698.86
CITY UTILITIES	OCTOBER 2023	10/20/2023	SANITATION DEPT OPEN PO F...	505-3904-45601	22,005.36
PARKHILL SMITH & COOPER	04089223.00-6	10/27/2023	ON CALL AGREEMENT- RATE S...	505-3904-48599	3,755.19
PARKHILL SMITH & COOPER	0411882300-1	10/27/2023	REGISTRATION RENEWAL	505-3904-48599	901.68
TDS	101482023	10/27/2023	SANITATION	505-3904-43780	600.00
M & M INDUSTRIES, INC	138237	10/27/2023	REBUILD GARBAGE TRUCK CYL...	505-3904-47420	403.13
BANK OF AMERICA	303271579594536	10/27/2023	TEARAWAY 75 MICROSOFT T...	505-3904-44606	14.97
BANK OF AMERICA	303271579594536	10/27/2023	MICROWAVE	505-3904-44613	59.00
BANK OF AMERICA	303271579594536	10/27/2023	GV-.5L WATER	505-3904-44615	53.60
TESTON'S FREEWAY CHEVRON	5448	10/27/2023	FUEL - VARIOUS FLEET	505-3904-43316	238.19
VERIZON WIRELESS	9946905937	10/27/2023	SANITATION OPEN PO FY23/24	505-3904-43775	245.15
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	505-3904-41785	3,804.36
NM SELF INSURERS FUND	FY24 79036	10/27/2023	ANNUAL GENERAL LIABILITY I...	505-3904-46732	11,490.75
NM SELF INSURERS FUND	FY24 79037	10/27/2023	ANNUAL VEHICLE INSURANCE...	505-3904-46733	3,238.74
NM SELF INSURERS FUND	FY24 79038	10/27/2023	ANNUAL PROPERTY INSURAN...	505-3904-46731	7,251.16
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	505-3904-41226	582.36
Fund 505 - Solid Waste Total:					122,921.62

Fund: 506 - WWTP

FERGUSON US HOLDINGS, INC.	05112419-1, 0512424, 05124...	10/05/2023	6 FT GATE VLV T HDL KEY	506-4005-44607	108.85
FERGUSON US HOLDINGS, INC.	05112419-1, 0512424, 05124...	10/05/2023	8 HYMAX 2 REP COUP 8.54-9....	506-4005-44607	1,509.66
FERGUSON US HOLDINGS, INC.	05112419-1, 0512424, 05124...	10/05/2023	2 HYMAX 2 REP COUP 2.10-3....	506-4005-44607	199.10
FERGUSON US HOLDINGS, INC.	05112419-1, 0512424, 05124...	10/05/2023	4 HYMAX 2 REP COUP 4.25-5....	506-4005-44607	1,009.65
FERGUSON US HOLDINGS, INC.	05112419-1, 0512424, 05124...	10/05/2023	4 PVC BWV	506-4005-44607	282.24
MIKE TORRES DBA CD TECHN...	1013	10/05/2023	IT SERVICE WASTE WATER OP...	506-4005-48598	425.00
AMAZON CAPITAL SERVICES, I...	14MR-FH7D-6YCL, 1X3V-N49...	10/05/2023	AIRPORT WINDSOCK CORPOR...	506-4005-44605	181.90
AMAZON CAPITAL SERVICES, I...	14MR-FH7D-6YCL, 1X3V-N49...	10/05/2023	AIRPORT WINDSOCK CORP RE...	506-4005-44605	91.90
AMAZON CAPITAL SERVICES, I...	14MR-FH7D-6YCL, 1X3V-N49...	10/05/2023	SANDISK 32GB 3-PACK USB FL...	506-4005-44606	15.30
AMAZON CAPITAL SERVICES, I...	14MR-FH7D-6YCL, 1X3V-N49...	10/05/2023	BEIEVERLUCK 10 PACK SMALL...	506-4005-44607	20.99
AMAZON CAPITAL SERVICES, I...	14MR-FH7D-6YCL, 1X3V-N49...	10/05/2023	KRYLON INDUSTRIAL WHEEL...	506-4005-44607	70.88
AMAZON CAPITAL SERVICES, I...	14MR-FH7D-6YCL, 1X3V-N49...	10/05/2023	FEELON WATER METER BOX K...	506-4005-44607	111.92
AMAZON CAPITAL SERVICES, I...	14MR-FH7D-6YCL, 1X3V-N49...	10/05/2023	HANTUO 39" GREASE GUN H...	506-4005-44607	16.89
HALL ENVIRONMENTAL ANAL...	2309B15	10/05/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANAL...	2309B15	10/05/2023	TAX ON LABOR 7.875%	506-4005-48598	5.34
SILVERSKY, INC.	489353-SI	10/05/2023	OPEN PO FY23/24 WASTE WA...	506-4005-43815	72.30
BANK OF AMERICA	49369-6275	10/05/2023	HOTEL ROOMS FOR NMWWA ...	506-4005-42720	531.88
CITY UTILITIES	C-D SEPTEMBER 2023	10/05/2023	WASTE WATER DEPT CYCLE C...	506-4005-43780	7,966.04
VILLAGE OF WILLIAMSBURG	09302023	10/11/2023	SEWER RECEIPTS FY 23/24 OP...	506-4005-48798	4,859.86
AMAZON CAPITAL SERVICES, I...	1LTM-LNPL-4WTX	10/11/2023	DEWALT VACUUM CREVICE T...	506-4005-44607	14.69
AMAZON CAPITAL SERVICES, I...	1LTM-LNPL-4WTX	10/11/2023	REPLACEMENT FILTER DEWAL...	506-4005-44607	15.99
AMAZON CAPITAL SERVICES, I...	1LTM-LNPL-4WTX	10/11/2023	OEM REPLACEMENT DEWALT ...	506-4005-44607	25.18
USA BLUEBOOK	INV00097408	10/11/2023	DRUM/BARREL CONE HDPE T...	506-4005-44615	674.50
USA BLUEBOOK	INV00097408	10/11/2023	RING BASE 22.5 LBS	506-4005-44615	112.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	506-4005-41226	151.37
NM ENVIRONMENT DEPT	RENEWAPP	10/11/2023	OPERATOR CERTIFICATION	506-4005-43770	50.00
BULLOCKS, INC.	1405, 0661, 0750, 2459, 2533,...	10/12/2023	OPEN PO FIELD SUPPLIES	506-4005-44607	28.02
B & H OIL CO.	55350	10/12/2023	OPEN PO FOR DIESEL,OIL AND...	506-4005-43316	95.72
STAPLES CONTRACT & COMM...	8071764015	10/18/2023	GLADE PLUGS	506-4005-44606	2.17
STAPLES CONTRACT & COMM...	8071764015	10/18/2023	GLADE PLUG IN REFILLS	506-4005-44606	7.88
STAPLES CONTRACT & COMM...	8071764015	10/18/2023	COPY PAPER	506-4005-44606	40.22
STAPLES CONTRACT & COMM...	8071764015	10/18/2023	FACIAL TISSUES	506-4005-44606	18.54
GONZALO A ESPARZA	09292023	10/20/2023	SEAT REPAIR	506-4005-47420	525.00
COVE ENVIRONMENTAL, LLC	111-4-23	10/20/2023	QUARTERLY WET TEST	506-4005-48598	1,800.00
SUN VALLEY, INC.	171255, 171319, 171330, 171...	10/20/2023	OPEN PO FIELD SUPPLIES	506-4005-44607	86.59
XEROX CORP.	4874245	10/20/2023	WASTE WATER OPEN PO FY23...	506-4005-43465	171.82
SIERRA AUTO/CARQUEST	6016-317759, 6016-317733	10/20/2023	OPEN PO AUTO REPAIRS	506-4005-47420	46.04
SIERRA AUTO/CARQUEST	6016-317836	10/20/2023	HYD FITTING	506-4005-47420	16.99
STAPLES CONTRACT & COMM...	8071670529	10/20/2023	COLOR PAPER CLIPS	506-4005-44606	3.11
STAPLES CONTRACT & COMM...	8071670529	10/20/2023	DESK CALENDAR	506-4005-44606	6.12
STAPLES CONTRACT & COMM...	8071670529	10/20/2023	FILE FOLDERS	506-4005-44606	12.08
STAPLES CONTRACT & COMM...	8071670529	10/20/2023	SIGNATURE STAMP	506-4005-44606	8.98
CITY UTILITIES	A-B OCT 2023	10/20/2023	WASTE WATER DEPT CYCLE A...	506-4005-43780	1,180.18
TDS	101482023	10/27/2023	WASTE WATER OPEN PO FY 2...	506-4005-43780	600.00
WILSON & COMPANY, INC. E...	120389	10/27/2023	GIS TECHNICAL ASSISTANCE	506-4005-48598	1,495.53
HALL ENVIRONMENTAL ANAL...	2309803, 2309C06, 2309G37, ...	10/27/2023	EPA METHOD 624 VOCs	506-4005-48598	300.00
HALL ENVIRONMENTAL ANAL...	2309803, 2309C06, 2309G37, ...	10/27/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	245.00
HALL ENVIRONMENTAL ANAL...	2309803, 2309C06, 2309G37, ...	10/27/2023	EPA METHOD 625 SVOCs	506-4005-48598	675.00
HALL ENVIRONMENTAL ANAL...	2309803, 2309C06, 2309G37, ...	10/27/2023	TAX ON LABOR 7.875%	506-4005-48598	120.48
HALL ENVIRONMENTAL ANAL...	2309803, 2309C06, 2309G37, ...	10/27/2023	SM5210B BOD	506-4005-48598	360.00
TESTON'S FREEWAY CHEVRON	48975, 48984, 49040, 48963, ...	10/27/2023	OPEN PO FOR DIESEL/UNLEA...	506-4005-43316	1,555.06
BANK OF AMERICA	78914	10/27/2023	HOTEL AND PARKING FOR ARN...	506-4005-42310	189.32
JUSTIN ARMIJO	9-11-14-23	10/27/2023	REIMBURSEMENT FOR MEALS...	506-4005-42310	130.64
VERIZON WIRELESS	9946905937	10/27/2023	WASTE WATER DEPT OPEN PO...	506-4005-43775	407.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	ARNIE LONG SLEEVE	506-4005-42620	29.24
BANK OF AMERICA	FS5108025-SO	10/27/2023	T OR C W/ WW ALL SHIRTS	506-4005-42620	182.16
BANK OF AMERICA	FS5108025-SO	10/27/2023	TIM LONG SLEEVE	506-4005-42620	29.24
BANK OF AMERICA	FS5108025-SO	10/27/2023	JAMIE LONG SLEEVE	506-4005-42620	29.24
BANK OF AMERICA	FS5108025-SO	10/27/2023	TIM SHORT SLEEVE	506-4005-42620	26.24
BANK OF AMERICA	FS5108025-SO	10/27/2023	ARNIE SHORT SLEEVE	506-4005-42620	26.24
BANK OF AMERICA	FS5108025-SO	10/27/2023	TAX	506-4005-42620	64.67
BANK OF AMERICA	FS5108025-SO	10/27/2023	ISAIAH SHORT SLEEVE	506-4005-42620	52.47
BANK OF AMERICA	FS5108025-SO	10/27/2023	JUSTIN SHORT SLEEVE	506-4005-42620	34.98
BANK OF AMERICA	FS5108025-SO	10/27/2023	RENE SHORT SLEEVE	506-4005-42620	52.47
BANK OF AMERICA	FS5108025-SO	10/27/2023	PATRICK SHORT SLEEVE	506-4005-42620	43.72
BANK OF AMERICA	FS5108025-SO	10/27/2023	PATRICK EMBROIDERY	506-4005-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	JUSTIN EMBROIDERY	506-4005-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	TIM EMBROIDERY	506-4005-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	JUSTIN LONG SLEEVE	506-4005-42620	19.49
BANK OF AMERICA	FS5108025-SO	10/27/2023	PATRICK LONG SLEEVE	506-4005-42620	9.74
BANK OF AMERICA	FS5108025-SO	10/27/2023	TONY SHORT SLEEVE	506-4005-42620	52.47
BANK OF AMERICA	FS5108025-SO	10/27/2023	ARNIE EMBROIDERY	506-4005-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	EMBROIDERY SET UP FEE	506-4005-42620	-43.12
BANK OF AMERICA	FS5108025-SO	10/27/2023	TONY EMBROIDERY	506-4005-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	ISAIAH EMBROIDERY	506-4005-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	JAMIE EMBROIDERY	506-4005-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	RENE EMBROIDERY	506-4005-42620	25.17
BANK OF AMERICA	FS5108025-SO	10/27/2023	JAMIE SHORT SLEEVES	506-4005-42620	26.24
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	506-4005-41785	2,730.90
NM SELF INSURERS FUND	FY24 79036	10/27/2023	ANNUAL GENERAL LIABILITY I...	506-4005-46732	4,253.65
NM SELF INSURERS FUND	FY24 79037	10/27/2023	ANNUAL VEHICLE INSURANCE...	506-4005-46733	1,880.51
NM SELF INSURERS FUND	FY24 79038	10/27/2023	ANNUAL PROPERTY INSURAN...	506-4005-46731	4,009.46
BOOT BARN	INV00306560	10/27/2023	SAFETY WORK BOOTS	506-4005-44615	185.40

EOM AP REPORT

Payment Dates: 10/1/2023 - 10/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	506-4005-41226	151.37
				Fund 506 - WWTP Total:	42,769.23

Fund: 508 - Golf Course

BANK OF AMERICA	16N8448647, 24566-486-1-13...	10/05/2023	2 ALCOHOL SERVER TRAINING...	508-4303-42720	104.28
BANK OF AMERICA	2713665630, 2722862306	10/05/2023	GODADDY DOMAIN FOR SEPT...	508-4303-44607	118.05
ADMIRAL BEVERAGE CORPOR...	3499220100	10/05/2023	COORS LIGHT FOR GOLF COU...	508-4303-44607	33.55
TEXOMA GOLF LLC	44547	10/11/2023	TEXOMA GOLF IMPRINTED TE...	508-4303-44607	121.19
NM RETIREE HEALTH CARE	PPE 2023-10-06	10/11/2023	PPE 2023-10-06	508-4303-41226	64.34
HELENA CHEMICALS	14158579	10/12/2023	BENT GRASS SEED FOR GOLF ...	508-4303-44607	275.00
HELENA CHEMICALS	14158579	10/12/2023	FERTILIZER FOR GOLF COURSE...	508-4303-44607	320.00
HELENA CHEMICALS	14158579	10/12/2023	RYE GRASS SEED FOR GOLF C...	508-4303-44607	970.00
SIERRA COUNTY SENTINEL	1505	10/12/2023	1/4 PAGE AD SIERRA COUNTY ...	508-4303-43740	177.14
AMAZON CAPITAL SERVICES, I...	1PW4-J4M3-QFCX	10/12/2023	WRANGLER 13MWZ COWBOY...	508-4303-42620	166.92
AMAZON CAPITAL SERVICES, I...	1PW4-J4M3-QFCX	10/12/2023	WRANGLER 13MWZ COWBOY...	508-4303-42620	166.92
AMAZON CAPITAL SERVICES, I...	1PW4-J4M3-QFCX	10/12/2023	DICKIES RELAXED FIT CARPTE...	508-4303-42620	201.60
SUN VALLEY, INC.	171230/6, 171229/6, 171516/6	10/20/2023	OPEN PO SUN VALLEY SEPT 20...	508-4303-44607	161.22
ADMIRAL BEVERAGE CORPOR...	3499222302	10/20/2023	BEER FROM ADMIRAL BEV FO...	508-4303-44607	133.55
XEROX CORP.	4874245	10/20/2023	GOLF COURSE OPEN PO FY23/...	508-4303-43465	152.22
SIERRA AUTO/CARQUEST	6016-317269, 6016-317406, 6...	10/20/2023	OPEN PO SIERRA AUTO SEPT ...	508-4303-44607	561.26
CITY UTILITIES	A-B OCT 2023	10/20/2023	GOLF COURSE CYCLE A&B OP...	508-4303-43780	1,860.06
MASEK ROCKY MOUNTAIN GO...	02-83341	10/27/2023	YAMAHA GOLF CART RELAY A...	508-4303-44607	46.65
TDS	101482023	10/27/2023	GOLF COURSE OPEN PO FY 22...	508-4303-43780	600.00
YAMAHA MOTOR FINANCE C...	823010	10/27/2023	OPEN PO ANNUAL FY 23- 24 Y...	508-4303-43465	903.51
VERIZON WIRELESS	9946905937	10/27/2023	GOLF COURSE OPEN PO FY23/...	508-4303-43775	80.56
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	508-4303-41785	738.23
NM RETIREE HEALTH CARE	PPE 2023-10-20	10/27/2023	PPE 2023-10-20	508-4303-41226	64.34
				Fund 508 - Golf Course Total:	8,020.59

Fund: 509 - Muni Airport

CHAD ROSACKER DBA TECH 45..	78620	10/11/2023	MONTHLY MANAGMENT FEES...	509-4403-48598	17,016.37
XEROX CORP.	4874245	10/20/2023	AIRPORT OPEN PO FY23/24	509-4403-43465	53.46
VERIZON WIRELESS	9946905937	10/27/2023	AIRPORT OPEN PO FY23/24	509-4403-43775	124.16
NM SELF INSURERS FUND	FY24 79035	10/27/2023	ANNUAL WORKERS COMP IN...	509-4403-41785	426.47
NM SELF INSURERS FUND	FY24 79036	10/27/2023	ANNUAL GENERAL LIABILITY I...	509-4403-46732	2,984.52
NM SELF INSURERS FUND	FY24 79037	10/27/2023	ANNUAL VEHICLE INSURANCE...	509-4403-46733	564.44
NM SELF INSURERS FUND	FY24 79038	10/27/2023	ANNUAL PROPERTY INSURAN...	509-4403-46731	3,241.70
NM SELF INSURERS FUND	FY24 79040	10/27/2023	LOYEE DISHONESTY INSURAN...	509-4403-46732	2,260.00
WINDSTREAM CORPORATION	10162023	10/30/2023	AIRPORT OPEN PO FY23/24	509-4403-43775	390.13
				Fund 509 - Muni Airport Total:	27,061.25

Fund: 600 - Internal Serv

BORDER INTERNATIONAL TRU...	X400097926.01	10/06/2023	ASSORTED OIL AND FUEL FILT...	600-7003-44607	919.72
WEX BANK	89693529-F	10/19/2023	GAS & OIL FY 2023-2024	600-7003-43316	464.72
XEROX CORP.	4874245	10/20/2023	FLEET DEPT OPEN PO FY23/24	600-7003-43465	133.66
				Fund 600 - Internal Serv Total:	1,518.10

Grand Total: 2,613,491.00

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	357,635.16
201 - Corrections	2,932.00
209 - Fire	22,837.70
211 - Law Enforce Prot	10,651.64
214 - Lodgers Tax	14,633.13
216 - Muni Street	29,320.84
260 - Fiscal Recovery Funds	4,697.59
294 - State Library	359.67
295 - Muni Pool	9,061.34
303 - Vet Wall	359.26
304 - Senior Grants	85,175.00
315 - CI Reserve	393.12
320 - USDA WATER SYSTEM IMPROVEMENTS	676,543.84
321 - WATER SYSTEM IMPROVEMENTS	193,837.47
360 - NMFA PROJECTS	342,040.40
370 - WATER TRUST BOARD PROJECTS	6,981.00
380 - OTHER STATE FUNDED PROJECTS	32,889.02
403 - Pledge State	24,054.72
501 - Cemetary	702.87
502 - Util Office - Pool	16,478.62
503 - Electric	521,318.35
504 - Water	58,297.47
505 - Solid Waste	122,921.62
506 - WWTP	42,769.23
508 - Golf Course	8,020.59
509 - Muni Airport	27,061.25
600 - Internal Serv	1,518.10
Grand Total:	2,613,491.00

Account Summary

Account Number	Account Name	Payment Amount
101-1000-42310	PER DIEM-GOVERNING ...	1,744.86
101-1000-42720	EMPLOYEE TRAINING-G...	150.00
101-1000-43597	ATTORNEY FEES-GOVER...	6,340.32
101-1000-43598	PROFESSIONAL SERV-G...	3,238.13
101-1000-43770	SUBSCRIPTION & DUES	2,187.00
101-1000-44625	OTHER SUPPLIES-GOVE...	163.04
101-1000-60725	GRANTS TO SUB-RECIPI...	12,000.00
101-1001-41226	RETIREE INSURANCE	271.93
101-1001-41785	WORKER'S COMP. PREM...	68.35
101-1001-43465	RENT OF EQUIPMENT	297.01
101-1001-43740	PRINTING/PUBLISHING	135.80
101-1001-43770	SUBSCRIPTION & DUES	355.29
101-1001-43775	TELEPHONE	279.00
101-1002-41226	RETIREE INSURANCE	87.74
101-1002-41785	WORKER'S COMP. PREM...	89.16
101-1002-43775	TELEPHONE	195.92
101-1003-41226	RETIREE INSURANCE	311.42
101-1003-41785	WORKER'S COMP. PREM...	535.24
101-1003-42310	PER DIEM-OFF CITY MA...	1,360.09
101-1003-43465	RENT OF EQUIPMENT	282.16
101-1003-43775	TELEPHONE	406.90
101-1004-41226	RETIREE INSURANCE	655.38
101-1004-41785	WORKER'S COMP. PREM...	144.14
101-1004-43465	RENT OF EQUIPMENT	2,162.85
101-1004-43740	PRINTING/PUBLISHING	467.37
101-1004-43770	SUBSCRIPTION & DUES	300.00

Account Summary

Account Number	Account Name	Payment Amount
101-1004-43775	TELEPHONE	251.45
101-1004-44606	OFFICE SUPPLIES	224.07
101-1004-48599	OTHER CONTRACTUAL S...	243.16
101-1005-48599	OTHER CONTRACTUAL S...	21,500.00
101-1006-41226	RETIREE INSURANCE	246.24
101-1006-41785	WORKER'S COMP. PREM...	633.02
101-1006-43316	GAS & OIL	119.69
101-1006-43775	TELEPHONE	110.45
101-1006-44606	OFFICE SUPPLIES	85.00
101-1006-44607	FIELD SUPPLIES	1,469.17
101-1006-48598	PROFESSIONAL SERVICES	2,442.30
101-1007-41226	RETIREE INSURANCE	2,293.31
101-1007-41785	WORKER'S COMP. PREM...	4,457.88
101-1007-42310	PER DIEM-POLICE DEPT	1,485.00
101-1007-43316	GAS & OIL	8,528.88
101-1007-43465	RENT OF EQUIPMENT	311.86
101-1007-43740	PRINTING/PUBLISHING	300.00
101-1007-43775	TELEPHONE	1,393.50
101-1007-43815	SOFTWARE	118.00
101-1007-44606	OFFICE SUPPLIES	388.75
101-1007-46732	GENERAL LIABILITY INSU...	49,881.05
101-1007-46733	AUTO INSURANCE PREM...	3,009.04
101-1007-47420	MAINTENANCE VEHICLE...	1,582.79
101-1007-48599	OTHER CONTRACTUAL S...	59,656.50
101-1008-41226	RETIREE INSURANCE	229.36
101-1008-41785	WORKER'S COMP. PREM...	1,067.81
101-1008-43316	GAS & OIL	585.86
101-1008-43775	TELEPHONE	249.71
101-1008-44606	OFFICE SUPPLIES	33.34
101-1008-44607	FIELD SUPP-CODE ENF/...	1,126.55
101-1008-44615	SAFETY EQUIPMENT	1,092.00
101-1009-41226	RETIREE INSURANCE	135.88
101-1009-41785	WORKER'S COMP. PREM...	781.62
101-1009-42720	EMPLOYEE TRAINING-M...	149.00
101-1009-43316	GAS & OIL	563.52
101-1009-43465	RENT OF EQUIPMENT	1,200.47
101-1009-43770	SUBSCRIPTION & DUES	450.00
101-1009-43775	TELEPHONE	145.74
101-1009-44607	FIELD SUPPLIES-MUNI R...	1,103.89
101-1009-44609	RECREATION SUPPLIES-...	1,011.75
101-1009-45555	Miscellaneous Exp	1,677.73
101-1009-47415	MAINTENANCE--REPAIRS..	900.00
101-1010-41226	RETIREE INSURANCE	197.38
101-1010-41785	WORKER'S COMP. PREM...	29.72
101-1010-43775	TELEPHONE	93.86
101-1010-44606	OFFICE SUPPLIES	272.72
101-1010-48598	PROFESSIONAL SERVICES	33,328.67
101-1011-41226	RETIREE INSURANCE	527.96
101-1011-41785	WORKER'S COMP. PREM...	3,361.24
101-1011-43775	TELEPHONE	111.07
101-1011-44606	OFFICE SUPPLIES	70.40
101-1012-41226	RETIREE INSURANCE	247.24
101-1012-41785	WORKER'S COMP. PREM...	367.03
101-1012-43775	TELEPHONE	86.37
101-1012-44607	FIELD SUPPLIES-FLEET M...	494.33
101-1012-44615	SAFETY EQUIPMENT	400.00
101-1012-80845	CAPITAL IMPROVEMENT...	24,265.50
101-1013-41226	RETIREE INSURANCE	154.60

Account Summary

Account Number	Account Name	Payment Amount
101-1013-41785	WORKER'S COMP PREM...	34.47
101-1013-42720	EMPLOYEE TRAINING	172.66
101-1013-43316	GAS & OIL	224.25
101-1014-41226	RETIREE INSURANCE	420.86
101-1014-41785	WORKER'S COMP. PREM...	1,882.12
101-1014-43316	GAS & OIL	827.51
101-1014-43403	REGULAR BUILDING MA...	5,359.30
101-1014-43465	RENT OF EQUIPMENT	37.12
101-1014-43775	TELEPHONE	126.11
101-1014-44607	FIELD SUPPLIES-FACILITY...	693.11
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	417.10
101-1016-41785	WORKER'S COMP. PREM...	148.60
101-1016-43770	SUBSCRIPTION & DUES	249.96
101-1017-48599	OTHER CONTRACTUAL S...	36,273.36
101-1018-43780	UTILITIES	16,208.75
101-1018-43815	SOFTWARE LIC/SOFTWA...	939.89
101-1018-46731	PROPERTY INSURANCE-...	8.53
101-1018-46732	GENERAL LIABILITY INSU...	9,571.71
101-1018-46733	VEHICLE INSURANCE	5,611.39
101-1018-48598	PROFESSIONAL SERVICES	5,525.00
101-1040-43465	RENT OF EQUIPMENT	297.01
101-1099-34343	ANIMAL POUND FEES	25.00
101-1099-34348	RENT OF PUBLIC FACILIT...	1,055.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	72.00
201-1903-48710	CARE OF PRISONERS-CO...	2,860.00
209-1603-43316	GAS & OIL	57.24
209-1603-43465	RENT OF EQUIPMENT	334.14
209-1603-43775	TELEPHONE	437.92
209-1603-43780	UTILITIES	508.40
209-1603-47595	GENERAL FUND ADMIN ...	21,500.00
211-2003-42535	EMPLOYEE TRAINING	3,524.30
211-2003-44573	UNIFORM & EQUIPMENT	2,005.08
211-2003-44607	FIELD SUPPLIES	1,085.44
211-2003-44615	SAFETY EQUIPMENT	4,036.82
214-2503-47406	PROMOTIONAL/ADVERT...	1,185.35
214-2503-48815	SERVICE CONTRACTS-LO...	1,250.00
214-2540-60725	GRANTS TO SUB-RECIPI...	12,197.78
216-4503-43316	GAS & OIL	2,164.19
216-4503-43550	ROADWAY MAINTENAN...	5,473.15
216-4503-44607	FIELD SUPPLIES-STREETS	268.11
216-4503-44615	SAFETY EQUIPMENT	109.99
216-4503-46731	PROPERTY INSURANCE-S...	1,834.12
216-4503-46732	GENERAL LIABILITY INSU...	3,339.86
216-4503-46733	VEHICLE INSURANCE	2,804.05
216-4503-47420	MAINT.VEHICLE/FURN/...	5,748.33
216-7018-48598	Professional Serv/Contra...	7,579.04
260-2002-80860	INFRASTRUCTURE	4,697.59
294-5003-43465	RENT OF EQUIPMENT	91.22
294-5003-43775	TELEPHONE	168.50
294-5003-60834	STATE LIBRARY GRANT-S...	99.95
295-4803-41226	RETIREE INSURANCE	80.20
295-4803-41785	WORKER'S COMPENSAT...	783.40
295-4803-42720	EMPLOYEE TRAINING-M...	220.00
295-4803-43465	RENT OF EQUIPMENT	31.19
295-4803-43775	TELEPHONE	28.79
295-4803-43780	UTILITIES-MUNI POOL	1,853.76
295-4803-80845	CAPITAL IMPROVEMENT...	6,064.00

Account Summary

Account Number	Account Name	Payment Amount
303-4703-43775	TELEPHONE	359.26
304-4903-80810	EQUIPMENT VEHICLE SJ...	85,175.00
315-8001-44613	NON CAPITAL EQUIPME...	393.12
320-6603-80860	INFRASTRUCTURE	676,543.84
321-7017-80860	INFRASTRUCTURE	193,837.47
360-7009-80847	ROADWAYS/BRIDGES	53,767.87
360-7021-80860	INFRASTRUCTURE	288,272.53
370-7008-48598	PROFESSIONAL SERVICES	6,981.00
380-7002-48598	PROFESSIONAL SERVICES	32,889.02
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.71
403-1203-12952	PPRF-5652 ELECTRIC TR...	8,612.15
403-1203-12967	PPRF-4967 OPERATING	7,150.59
403-1203-90925	COMMITMENTS & OTHE...	2.69
501-1803-43780	UTILITIES	702.87
502-3601-41226	RETIREE INSURANCE	386.94
502-3601-41785	WORKER'S COMP. PREM...	123.33
502-3601-43316	GAS & OIL	47.70
502-3601-43465	RENT OF EQUIPMENT	460.37
502-3601-43775	TELEPHONE	192.34
502-3601-43780	UTILITIES	378.07
502-3601-44606	OFFICE SUPPLIES	1,240.14
502-3601-46731	PROPERTY LIABILITY INS...	10,450.19
502-3601-46732	GENERAL LIABILITY INSU...	2,635.10
502-3601-46733	VEHICLE INSURANCE	564.44
503-3702-41226	RETIREE INSURANCE	892.04
503-3702-41785	WORKER'S COMP. PREM...	2,708.02
503-3702-42720	EMPLOYEE TRAINING-EL...	36.00
503-3702-43316	GAS & OIL	1,762.48
503-3702-43465	RENT OF EQUIPMENT	133.66
503-3702-43770	SUBSCRIPTION & DUES	2,043.50
503-3702-43775	TELEPHONE	244.52
503-3702-43780	UTILITIES	6,384.59
503-3702-43815	SOFTWARE LIC/SOFTWA...	72.30
503-3702-44607	FIELD SUPPLIES	9,408.32
503-3702-46731	PROPERTY LIABILITY INS-...	1,492.88
503-3702-46732	GENERAL LIABILITY INSU...	31,944.90
503-3702-46733	VEHICLE INSURANCE	2,702.28
503-3702-47415	MAINTENANCE--REPAIRS..	57,440.65
503-3702-48598	PROFESSIONAL SERVICES	2,265.00
503-3702-50795	WHOLESALE POWER CO...	338,983.16
503-3702-80845	CAPITAL IMPROVEMENT...	62,804.05
504-3803-10113	WATER	2,050.00
504-3803-41226	RETIREE INSURANCE	686.51
504-3803-41785	WORKER'S COMP. PREM...	1,683.89
504-3803-42310	PER DIEM-WATER DIVIS...	225.39
504-3803-42620	UNIFORM/LINEN-WATER...	836.81
504-3803-42720	EMPLOYEE TRAINING-W...	531.88
504-3803-43316	GAS & OIL	2,791.31
504-3803-43465	RENT OF EQUIPMENT	100.00
504-3803-43775	TELEPHONE	560.98
504-3803-43780	UTILITIES	9,049.68
504-3803-43797	WATER CONSERVATION...	1,313.27
504-3803-43815	SOFTWARE LIC/SOFTWA...	72.30
504-3803-44606	OFFICE SUPPLIES	114.40
504-3803-44607	FIELD SUPPLIES-WATER ...	15,351.85
504-3803-44615	SAFETY EQUIPMENT	720.05
504-3803-46731	PROPERTY INSURANCE-...	2,345.96

Account Summary

Account Number	Account Name	Payment Amount
504-3803-46732	GENERAL LIABILITY INSU...	4,576.46
504-3803-46733	VEHICLE INSURANCE	2,515.11
504-3803-47415	MAINTENANCE--REPAIRS..	32.49
504-3803-47420	MAINTENANCE-VEHICLE...	516.75
504-3803-47421	MAINTENANCE EQUIPM...	10,172.70
504-3803-48598	PROFESSIONAL SERVICES	2,049.67
505-3904-41226	RETIREE INSURANCE	1,164.72
505-3904-41785	WORKER'S COMP. PREM...	3,804.36
505-3904-43316	GAS & OIL	4,937.05
505-3904-43465	RENT OF EQUIPMENT	222.76
505-3904-43740	PRINTING/PUBLISHING	108.38
505-3904-43775	TELEPHONE	245.15
505-3904-43780	UTILITIES	1,248.92
505-3904-43815	SOFTWARE LIC/SOFTWA...	72.30
505-3904-44606	OFFICE SUPPLIES	569.50
505-3904-44607	FIELD SUPPLIES-SOLID ...	608.41
505-3904-44613	NON-CAPITAL ITEMS	59.00
505-3904-44615	SAFETY EQUIPMENT	53.60
505-3904-45601	WASTE DISPOSAL	70,166.47
505-3904-46731	PROPERTY INSURANCE-...	7,251.16
505-3904-46732	GENERAL LIABILITY INSU...	11,490.75
505-3904-46733	VEHICLE INSURANCE	3,238.74
505-3904-47420	MAINTENANCE-VEHICLE...	6,241.77
505-3904-48598	PROFESSIONAL SERVICES	425.00
505-3904-48599	OTHER CONTRACTUAL S...	11,013.58
506-4005-41226	RETIREE INSURANCE	302.74
506-4005-41785	WORKER'S COMP. PREM...	2,730.90
506-4005-42310	PER DIEM-WASTEWATER..	319.96
506-4005-42620	UNIFORM/LINEN-WAST...	836.85
506-4005-42720	EMPLOYEE TRAINING-W...	531.88
506-4005-43316	GAS & OIL	1,650.78
506-4005-43465	RENT OF EQUIPMENT	171.82
506-4005-43770	SUBSCRIPTION & DUES	50.00
506-4005-43775	TELEPHONE	407.17
506-4005-43780	UTILITIES	9,746.22
506-4005-43815	SOFTWARE LIC/SOFTWA...	72.30
506-4005-44605	CHEMICALS/LABORATO...	273.80
506-4005-44606	OFFICE SUPPLIES	114.40
506-4005-44607	FIELD SUPPLIES-WASTE...	3,500.65
506-4005-44615	SAFETY EQUIPMENT	971.90
506-4005-46731	PROPERTY INSURANCE-...	4,009.46
506-4005-46732	GENERAL LIABILITY INSU...	4,253.65
506-4005-46733	VEHICLE INSURANCE	1,880.51
506-4005-47420	MAINTENANCE-VEHICLE...	588.03
506-4005-48598	PROFESSIONAL SERVICES	5,496.35
506-4005-48798	VILLAGE OF WILLIAMSB...	4,859.86
508-4303-41226	RETIREE INSURANCE	128.68
508-4303-41785	WORKER'S COMP. PREM...	738.23
508-4303-42620	UNIFORMS/LINEN	535.44
508-4303-42720	EMPLOYEE TRAINING	104.28
508-4303-43465	RENT OF EQUIPMENT	1,055.73
508-4303-43740	PRINTING/PUBLISHING	177.14
508-4303-43775	TELEPHONE	80.56
508-4303-43780	UTILITIES	2,460.06
508-4303-44607	FIELD SUPPLIES	2,740.47
509-4403-41785	WORKER'S COMP. PREM...	426.47
509-4403-43465	RENT OF EQUIPMENT	53.46
509-4403-43775	TELEPHONE	514.29

Account Summary

Account Number	Account Name	Payment Amount
509-4403-46731	PROPERTY LIABILITY-AIR...	3,241.70
509-4403-46732	GENERAL LIABILITY INSU...	5,244.52
509-4403-46733	VEHICLE INSURANCE	564.44
509-4403-48598	PROFESSIONAL SERVICES	17,016.37
600-7003-43316	GAS & OIL	464.72
600-7003-43465	RENT OF EQUIPMENT	133.66
600-7003-44607	FIELD SUPPLIES	919.72
Grand Total:		2,613,491.00

Project Account Summary

Project Account Key	Payment Amount
None	2,613,491.00
Grand Total:	2,613,491.00



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: F.3

SUBJECT: Income Statement
DEPARTMENT: Finance
DATE SUBMITTED: November 9, 2023
SUBMITTED BY: Kristie Wilson, Finance Director
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Income Statement for Commission Review

Recommendation:

[Click here to enter text.](#)

Attachments:

- Income Statement

Fiscal Impact (Finance): No

No fiscal impact

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 11-15-2023



Truth or Consequences

Income Statement Group Summary

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 101 - General						
Revenue	6,175,831.00	6,668,374.00	227,989.19	3,362,389.23	3,362,389.23	3,305,984.77
Expense	7,393,564.00	8,522,982.00	244,362.37	2,821,728.64	4,192,738.02	4,330,243.98
Fund: 101 - General Surplus (Deficit):	-1,217,733.00	-1,854,608.00	-16,373.18	540,660.59	-830,348.79	-1,024,259.21
Fund: 201 - Corrections						
Revenue	89,400.00	89,400.00	59.00	579.00	579.00	88,821.00
Expense	89,000.00	89,000.00	2,356.00	22,403.52	89,000.00	0.00
Fund: 201 - Corrections Surplus (Deficit):	400.00	400.00	-2,297.00	-21,824.52	-88,421.00	88,821.00
Fund: 209 - Fire						
Revenue	373,490.00	373,490.00	0.00	186,834.55	186,834.55	186,655.45
Expense	1,460,491.00	1,460,491.00	278.62	45,485.58	515,646.69	944,844.31
Fund: 209 - Fire Surplus (Deficit):	-1,087,001.00	-1,087,001.00	-278.62	141,348.97	-328,812.14	-758,188.86
Fund: 211 - Law Enforce Prot						
Revenue	113,000.00	113,000.00	0.00	113,000.00	113,000.00	0.00
Expense	124,023.00	124,023.00	1,958.16	31,892.25	91,576.73	32,446.27
Fund: 211 - Law Enforce Prot Surplus (Deficit):	-11,023.00	-11,023.00	-1,958.16	81,107.75	21,423.27	-32,446.27
Fund: 212 - LAW ENFORCEMENT RECRUITMENT & RETENTION						
Revenue	112,500.00	112,500.00	0.00	0.00	0.00	112,500.00
Expense	114,043.00	114,043.00	0.00	0.00	0.00	114,043.00
Fund: 212 - LAW ENFORCEMENT RECRUITMENT & RETENTION Surpl...	-1,543.00	-1,543.00	0.00	0.00	0.00	-1,543.00
Fund: 214 - Lodgers Tax						
Revenue	386,350.00	386,350.00	10,835.89	189,954.64	189,954.64	196,395.36
Expense	870,400.00	870,400.00	466.67	93,039.64	362,452.01	507,947.99
Fund: 214 - Lodgers Tax Surplus (Deficit):	-484,050.00	-484,050.00	10,369.22	96,915.00	-172,497.37	-311,552.63
Fund: 216 - Muni Street						
Revenue	1,300,464.00	1,341,264.00	0.00	286,003.93	286,003.93	1,055,260.07
Expense	1,462,251.00	1,532,251.00	21,510.56	122,328.11	547,187.12	985,063.88
Fund: 216 - Muni Street Surplus (Deficit):	-161,787.00	-190,987.00	-21,510.56	163,675.82	-261,183.19	70,196.19
Fund: 217 - Recreation						
Revenue	3.00	3.00	0.00	0.94	0.94	2.06
Fund: 217 - Recreation Total:	3.00	3.00	0.00	0.94	0.94	2.06
Fund: 260 - Fiscal Recovery Funds						
Expense	387,915.00	387,915.00	0.00	59,517.74	205,222.66	182,692.34
Fund: 260 - Fiscal Recovery Funds Total:	387,915.00	387,915.00	0.00	59,517.74	205,222.66	182,692.34
Fund: 280 - CANNABIS REGULATION ACT						
Revenue	65,000.00	65,000.00	0.00	23,974.32	23,974.32	41,025.68
Expense	140,400.00	140,400.00	0.00	607.57	607.57	139,792.43
Fund: 280 - CANNABIS REGULATION ACT Surplus (Deficit):	-75,400.00	-75,400.00	0.00	23,366.75	23,366.75	-98,766.75
Fund: 293 - Vet Wall Perp						
Expense	0.00	0.00	0.00	600.00	600.00	-600.00
Fund: 293 - Vet Wall Perp Total:	0.00	0.00	0.00	600.00	600.00	-600.00
Fund: 294 - State Library						
Revenue	5,655.00	5,655.00	153.00	1,654.00	1,654.00	4,001.00
Expense	10,950.00	10,950.00	0.00	4,101.99	7,300.04	3,649.96
Fund: 294 - State Library Surplus (Deficit):	-5,295.00	-5,295.00	153.00	-2,447.99	-5,646.04	351.04
Fund: 295 - Muni Pool						
Revenue	186,520.00	186,520.00	0.00	6,523.00	6,523.00	179,997.00
Expense	161,284.00	161,284.00	2,423.86	51,703.18	70,770.15	90,513.85
Fund: 295 - Muni Pool Surplus (Deficit):	25,236.00	25,236.00	-2,423.86	-45,180.18	-64,247.15	89,483.15

Income Statement

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 296 - PD GRT						
Revenue	450,500.00	450,500.00	0.00	135,530.33	135,530.33	314,969.67
Expense	334,900.00	334,900.00	-9,025.13	162,414.74	180,149.38	154,750.62
Fund: 296 - PD GRT Surplus (Deficit):	115,600.00	115,600.00	9,025.13	-26,884.41	-44,619.05	160,219.05
Fund: 298 - PD Donations						
Revenue	0.00	1,300.00	-2,875.00	176.77	176.77	1,123.23
Expense	9,036.00	10,336.00	0.00	314.10	1,014.10	9,321.90
Fund: 298 - PD Donations Surplus (Deficit):	-9,036.00	-9,036.00	-2,875.00	-137.33	-837.33	-8,198.67
Fund: 299 - SPECIAL REVENUE FUNDS						
Revenue	200.00	200.00	0.00	113.71	113.71	86.29
Fund: 299 - SPECIAL REVENUE FUNDS Total:	200.00	200.00	0.00	113.71	113.71	86.29
Fund: 301 - Impact Fees Account						
Revenue	1,920.00	1,920.00	0.00	751.31	751.31	1,168.69
Fund: 301 - Impact Fees Account Total:	1,920.00	1,920.00	0.00	751.31	751.31	1,168.69
Fund: 303 - Vet Wall						
Revenue	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
Expense	4,579.00	4,579.00	0.00	699.23	2,164.26	2,414.74
Fund: 303 - Vet Wall Surplus (Deficit):	-2,579.00	-2,579.00	0.00	-699.23	-2,164.26	-414.74
Fund: 304 - Senior Grants						
Revenue	438,031.00	473,031.00	0.00	92,118.75	92,118.75	380,912.25
Expense	376,915.00	376,915.00	7,881.25	185,175.00	187,725.00	189,190.00
Fund: 304 - Senior Grants Surplus (Deficit):	61,116.00	96,116.00	-7,881.25	-93,056.25	-95,606.25	191,722.25
Fund: 305 - CI Gen						
Revenue	70.00	70.00	0.00	21.05	21.05	48.95
Expense	85,239.00	85,239.00	0.00	0.00	0.00	85,239.00
Fund: 305 - CI Gen Surplus (Deficit):	-85,169.00	-85,169.00	0.00	21.05	21.05	-85,190.05
Fund: 306 - CI Jt Uti						
Revenue	100.00	100.00	0.00	23.36	23.36	76.64
Expense	94,558.00	94,558.00	0.00	42,475.00	46,580.50	47,977.50
Fund: 306 - CI Jt Uti Surplus (Deficit):	-94,458.00	-94,458.00	0.00	-42,451.64	-46,557.14	-47,900.86
Fund: 311 - R&R Sewer						
Revenue	275.00	275.00	0.00	1,007.56	1,007.56	-732.56
Fund: 311 - R&R Sewer Total:	275.00	275.00	0.00	1,007.56	1,007.56	-732.56
Fund: 312 - R&R Airport						
Revenue	968,860.00	990,860.00	0.00	108,699.00	108,699.00	882,161.00
Expense	719,995.00	741,995.00	0.00	0.00	31,142.22	710,852.78
Fund: 312 - R&R Airport Surplus (Deficit):	248,865.00	248,865.00	0.00	108,699.00	77,556.78	171,308.22
Fund: 313 - R&R Water						
Revenue	191,411.00	191,411.00	0.00	890.34	890.34	190,520.66
Fund: 313 - R&R Water Total:	191,411.00	191,411.00	0.00	890.34	890.34	190,520.66
Fund: 314 - CDBG						
Revenue	825,000.00	825,000.00	0.00	0.00	0.00	825,000.00
Expense	825,000.00	825,000.00	0.00	0.00	0.00	825,000.00
Fund: 314 - CDBG Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00
Fund: 315 - CI Reserve						
Revenue	2,651,007.00	2,651,007.00	0.00	120,366.59	120,366.59	2,530,640.41
Expense	1,884,981.00	1,884,981.00	0.00	14,087.56	60,687.31	1,824,293.69
Fund: 315 - CI Reserve Surplus (Deficit):	766,026.00	766,026.00	0.00	106,279.03	59,679.28	706,346.72
Fund: 316 - Emergency Reserve						
Revenue	12,675.00	12,675.00	0.00	3,190.02	3,190.02	9,484.98
Fund: 316 - Emergency Reserve Total:	12,675.00	12,675.00	0.00	3,190.02	3,190.02	9,484.98
Fund: 317 - WW Reserve						
Revenue	20,155.00	20,155.00	0.00	5,057.82	5,057.82	15,097.18
Fund: 317 - WW Reserve Total:	20,155.00	20,155.00	0.00	5,057.82	5,057.82	15,097.18

Income Statement

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 318 - Elec Const Reserve						
Revenue	10,910.00	10,910.00	0.00	2,607.20	2,607.20	8,302.80
Fund: 318 - Elec Const Reserve Total:	10,910.00	10,910.00	0.00	2,607.20	2,607.20	8,302.80
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS						
Revenue	5,851,629.00	5,851,629.00	0.00	7,672,745.54	7,672,745.54	-1,821,116.54
Expense	5,851,629.00	5,851,629.00	0.00	7,672,745.54	10,147,699.26	-4,296,070.26
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS Surplus (Deficit):	0.00	0.00	0.00	0.00	-2,474,953.72	2,474,953.72
Fund: 321 - WATER SYSTEM IMPROVEMENTS						
Revenue	7,531,000.00	7,531,000.00	0.00	229,708.52	229,708.52	7,301,291.48
Expense	7,531,000.00	7,531,000.00	0.00	229,708.52	661,160.24	6,869,839.76
Fund: 321 - WATER SYSTEM IMPROVEMENTS Surplus (Deficit):	0.00	0.00	0.00	0.00	-431,451.72	431,451.72
Fund: 360 - NMFA PROJECTS						
Revenue	1,331,419.00	1,331,419.00	0.00	169,740.62	169,740.62	1,161,678.38
Expense	1,434,380.00	1,434,380.00	0.00	531,781.02	2,188,132.46	-753,752.46
Fund: 360 - NMFA PROJECTS Surplus (Deficit):	-102,961.00	-102,961.00	0.00	-362,040.40	-2,018,391.84	1,915,430.84
Fund: 370 - WATER TRUST BOARD PROJECTS						
Revenue	1,137,927.00	1,137,927.00	0.00	25,791.54	25,791.54	1,112,135.46
Expense	1,179,880.00	1,179,880.00	0.00	35,072.54	582,130.25	597,749.75
Fund: 370 - WATER TRUST BOARD PROJECTS Surplus (Deficit):	-41,953.00	-41,953.00	0.00	-9,281.00	-556,338.71	514,385.71
Fund: 380 - OTHER STATE FUNDED PROJECTS						
Revenue	2,532,426.00	2,532,426.00	0.00	45,104.21	45,104.21	2,487,321.79
Expense	2,532,426.00	2,532,426.00	0.00	77,993.23	360,779.59	2,171,646.41
Fund: 380 - OTHER STATE FUNDED PROJECTS Surplus (Deficit):	0.00	0.00	0.00	-32,889.02	-315,675.38	315,675.38
Fund: 403 - Pledge State						
Revenue	1,173,677.00	1,173,677.00	0.00	391,907.56	391,907.56	781,769.44
Expense	1,143,752.00	1,143,752.00	6,418.75	92,913.85	251,679.78	892,072.22
Fund: 403 - Pledge State Surplus (Deficit):	29,925.00	29,925.00	-6,418.75	298,993.71	140,227.78	-110,302.78
Fund: 501 - Cemetary						
Revenue	15,030.00	15,030.00	2,100.00	4,284.84	4,284.84	10,745.16
Expense	33,000.00	33,000.00	0.00	3,876.05	13,240.00	19,760.00
Fund: 501 - Cemetary Surplus (Deficit):	-17,970.00	-17,970.00	2,100.00	408.79	-8,955.16	-9,014.84
Fund: 502 - Util Office - Pool						
Revenue	542,900.00	542,900.00	2,962.02	146,629.79	146,629.79	396,270.21
Expense	483,542.00	483,542.00	9,073.18	172,192.87	239,288.22	244,253.78
Fund: 502 - Util Office - Pool Surplus (Deficit):	59,358.00	59,358.00	-6,111.16	-25,563.08	-92,658.43	152,016.43
Fund: 503 - Electric						
Revenue	6,713,830.00	6,714,100.00	170,658.42	3,258,589.73	3,258,589.73	3,455,510.27
Expense	7,345,137.00	7,345,407.00	236,663.43	2,648,880.93	5,522,417.85	1,822,989.15
Fund: 503 - Electric Surplus (Deficit):	-631,307.00	-631,307.00	-66,005.01	609,708.80	-2,263,828.12	1,632,521.12
Fund: 504 - Water						
Revenue	1,465,200.00	1,467,456.00	49,412.72	780,633.59	780,633.59	686,822.41
Expense	1,786,279.00	1,788,535.00	94,135.58	506,876.26	724,546.59	1,063,988.41
Fund: 504 - Water Surplus (Deficit):	-321,079.00	-321,079.00	-44,722.86	273,757.33	56,087.00	-377,166.00
Fund: 505 - Solid Waste						
Revenue	2,445,250.00	2,445,250.00	64,340.57	946,692.99	946,692.99	1,498,557.01
Expense	2,875,580.00	2,875,580.00	94,382.71	884,482.13	1,796,012.10	1,079,567.90
Fund: 505 - Solid Waste Surplus (Deficit):	-430,330.00	-430,330.00	-30,042.14	62,210.86	-849,319.11	418,989.11
Fund: 506 - WWTP						
Revenue	1,205,400.00	1,205,400.00	38,808.13	541,007.07	541,007.07	664,392.93
Expense	1,355,464.00	1,355,464.00	33,818.49	470,350.13	727,332.82	628,131.18
Fund: 506 - WWTP Surplus (Deficit):	-150,064.00	-150,064.00	4,989.64	70,656.94	-186,325.75	36,261.75
Fund: 508 - Golf Course						
Revenue	313,535.00	313,535.00	669.60	74,322.93	74,322.93	239,212.07
Expense	294,701.00	294,701.00	9,170.63	112,787.80	144,150.83	150,550.17
Fund: 508 - Golf Course Surplus (Deficit):	18,834.00	18,834.00	-8,501.03	-38,464.87	-69,827.90	88,661.90

Income Statement

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 509 - Muni Airport						
Revenue	337,540.00	337,540.00	660.00	76,212.45	76,212.45	261,327.55
Expense	333,500.00	333,500.00	943.03	139,896.74	251,626.24	81,873.76
Fund: 509 - Muni Airport Surplus (Deficit):	4,040.00	4,040.00	-283.03	-63,684.29	-175,413.79	179,453.79
Fund: 600 - Internal Serv						
Revenue	43,000.00	43,000.00	4,085.83	4,085.83	4,085.83	38,914.17
Expense	88,000.00	88,000.00	2,777.30	9,311.26	12,807.86	75,192.14
Fund: 600 - Internal Serv Surplus (Deficit):	-45,000.00	-45,000.00	1,308.53	-5,225.43	-8,722.03	-36,277.97
Total Surplus (Deficit):	-3,796,704.00	-4,427,779.00	-189,736.09	1,761,481.91	-11,206,643.22	

Income Statement

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
101 - General	-1,217,733.00	-1,854,608.00	-16,373.18	540,660.59	-830,348.79	-1,024,259.21
201 - Corrections	400.00	400.00	-2,297.00	-21,824.52	-88,421.00	88,821.00
209 - Fire	-1,087,001.00	-1,087,001.00	-278.62	141,348.97	-328,812.14	-758,188.86
211 - Law Enforce Prot	-11,023.00	-11,023.00	-1,958.16	81,107.75	21,423.27	-32,446.27
212 - LAW ENFORCEMENT R...	-1,543.00	-1,543.00	0.00	0.00	0.00	-1,543.00
214 - Lodgers Tax	-484,050.00	-484,050.00	10,369.22	96,915.00	-172,497.37	-311,552.63
216 - Muni Street	-161,787.00	-190,987.00	-21,510.56	163,675.82	-261,183.19	70,196.19
217 - Recreation	3.00	3.00	0.00	0.94	0.94	2.06
260 - Fiscal Recovery Funds	-387,915.00	-387,915.00	0.00	-59,517.74	-205,222.66	-182,692.34
280 - CANNABIS REGULATION..	-75,400.00	-75,400.00	0.00	23,366.75	23,366.75	-98,766.75
293 - Vet Wall Perp	0.00	0.00	0.00	-600.00	-600.00	600.00
294 - State Library	-5,295.00	-5,295.00	153.00	-2,447.99	-5,646.04	351.04
295 - Muni Pool	25,236.00	25,236.00	-2,423.86	-45,180.18	-64,247.15	89,483.15
296 - PD GRT	115,600.00	115,600.00	9,025.13	-26,884.41	-44,619.05	160,219.05
298 - PD Donations	-9,036.00	-9,036.00	-2,875.00	-137.33	-837.33	-8,198.67
299 - SPECIAL REVENUE FUN...	200.00	200.00	0.00	113.71	113.71	86.29
301 - Impact Fees Account	1,920.00	1,920.00	0.00	751.31	751.31	1,168.69
303 - Vet Wall	-2,579.00	-2,579.00	0.00	-699.23	-2,164.26	-414.74
304 - Senior Grants	61,116.00	96,116.00	-7,881.25	-93,056.25	-95,606.25	191,722.25
305 - CI Gen	-85,169.00	-85,169.00	0.00	21.05	21.05	-85,190.05
306 - CI Jt Uti	-94,458.00	-94,458.00	0.00	-42,451.64	-46,557.14	-47,900.86
311 - R&R Sewer	275.00	275.00	0.00	1,007.56	1,007.56	-732.56
312 - R&R Airport	248,865.00	248,865.00	0.00	108,699.00	77,556.78	171,308.22
313 - R&R Water	191,411.00	191,411.00	0.00	890.34	890.34	190,520.66
314 - CDBG	0.00	0.00	0.00	0.00	0.00	0.00
315 - CI Reserve	766,026.00	766,026.00	0.00	106,279.03	59,679.28	706,346.72
316 - Emergency Reserve	12,675.00	12,675.00	0.00	3,190.02	3,190.02	9,484.98
317 - WW Reserve	20,155.00	20,155.00	0.00	5,057.82	5,057.82	15,097.18
318 - Elec Const Reserve	10,910.00	10,910.00	0.00	2,607.20	2,607.20	8,302.80
320 - USDA WATER SYSTEM ...	0.00	0.00	0.00	0.00	-2,474,953.72	2,474,953.72
321 - WATER SYSTEM IMPRO...	0.00	0.00	0.00	0.00	-431,451.72	431,451.72
360 - NMFA PROJECTS	-102,961.00	-102,961.00	0.00	-362,040.40	-2,018,391.84	1,915,430.84
370 - WATER TRUST BOARD ...	-41,953.00	-41,953.00	0.00	-9,281.00	-556,338.71	514,385.71
380 - OTHER STATE FUNDED ...	0.00	0.00	0.00	-32,889.02	-315,675.38	315,675.38
403 - Pledge State	29,925.00	29,925.00	-6,418.75	298,993.71	140,227.78	-110,302.78
501 - Cemetery	-17,970.00	-17,970.00	2,100.00	408.79	-8,955.16	-9,014.84
502 - Util Office - Pool	59,358.00	59,358.00	-6,111.16	-25,563.08	-92,658.43	152,016.43
503 - Electric	-631,307.00	-631,307.00	-66,005.01	609,708.80	-2,263,828.12	1,632,521.12
504 - Water	-321,079.00	-321,079.00	-44,722.86	273,757.33	56,087.00	-377,166.00
505 - Solid Waste	-430,330.00	-430,330.00	-30,042.14	62,210.86	-849,319.11	418,989.11
506 - WWTP	-150,064.00	-150,064.00	4,989.64	70,656.94	-186,325.75	36,261.75
508 - Golf Course	18,834.00	18,834.00	-8,501.03	-38,464.87	-69,827.90	88,661.90
509 - Muni Airport	4,040.00	4,040.00	-283.03	-63,684.29	-175,413.79	179,453.79
600 - Internal Serv	-45,000.00	-45,000.00	1,308.53	-5,225.43	-8,722.03	-36,277.97
Total Surplus (Deficit):	-3,796,704.00	-4,427,779.00	-189,736.09	1,761,481.91	-11,206,643.22	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: G.1

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

DEPARTMENT: Community Development

DATE SUBMITTED: November 9, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chris Muirhead, Modrall Sperling

Summary/Background: The Ordinance authorizes the issuance and sale of up to \$4,500,000 Gross Receipts Tax Revenue Bonds to finance the acquisition and construction of a new public safety building. The city will pledge State-Shared Gross Receipts Tax Revenues toward repayment of the Bonds. The Bonds will be issued through a negotiated public sale or a private placement with a bank/lender. The Ordinance delegates authority to the Mayor and City Manager to approve the final terms of the Bonds consistent with the parameters set forth in the Ordinance.

Recommendation:

Public hearing and Final Adoption of Ord. No. 756

Attachments:

-
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-15-2023

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

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

Mayor:

Commissioners:

Absent:

Thereupon the following proceedings, among others, were taken at such meeting:

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

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 756

AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO GROSS RECEIPTS TAX IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2023 IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,500,000 FOR THE PURPOSE TO (1) ACQUIRE, CONSTRUCT, FURNISH, EQUIP, BEAUTIFY AND IMPROVE A PUBLIC SAFETY BUILDING FOR THE BENEFIT OF THE CITY AND ITS RESIDENTS, (2) TO REFINANCE, PAY AND DISCHARGE CERTAIN OF THE CITY'S OUTSTANDING LOAN AGREEMENTS WITH THE NEW MEXICO FINANCE AUTHORITY, AND (3) PAY COSTS OF ISSUANCE OF THE SERIES 2023 BONDS; PROVIDING THAT THE SERIES 2023 BONDS WILL BE PAYABLE AND COLLECTIBLE FROM AND SECURED BY A PLEDGE OF THE GROSS RECEIPTS TAX DISTRIBUTED TO THE CITY PURSUANT TO SECTION 7-1-6.4 NMSA 1978, AS AMENDED; PROVIDING FOR THE DISPOSITION OF THE RECEIPTS DERIVED FROM SAID TAX PROCEEDS; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE SERIES 2023 BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE TERMS AND OTHER DETAILS CONCERNING THE SERIES 2023 BONDS; PROVIDING FOR CERTAIN DOCUMENTS PERTAINING TO THE SERIES 2023 BONDS; RATIFYING ACTION PREVIOUSLY TAKEN; REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUE AND SALE OF THE SERIES 2023 BONDS.

Capitalized terms used in the following preambles are defined in Section 1 of this Bond Ordinance, unless the context requires otherwise.

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

WHEREAS, pursuant to Section 7-9-4 NMSA 1978, the State imposes a gross receipts tax on persons engaging in business in the State, and pursuant to Section 7-1-6.1 NMSA 1978, the City receives monthly distributions from the New Mexico Taxation and Revenue Department of a portion (currently 1.225% of the taxable gross receipts reported for the City for the month for which such remittance is made) of such gross receipts taxes; and

WHEREAS, pursuant to Sections 7-1-6.1 NMSA 1978 and Section 7-1-6.46, the City receives monthly distributions from the New Mexico Taxation and Revenue Department in lieu of gross receipts tax revenue that the City would have received but for the deductions provided by Sections 7-9-92 and 7-9-93 NMSA 1978; and

WHEREAS, the Bonds shall be issued with a first (but not necessarily exclusively first) lien on the Pledged Revenues; and

WHEREAS, pursuant to Resolution No. 2006-_____, adopted on _____, 2006, the City executed and entered into a loan agreement dated April 14, 2006 with the New Mexico Finance Authority in the original aggregate principal amount of \$266,152, with \$44,165 outstanding, which is payable from a 0.25% municipal gross receipts tax; and

WHEREAS, pursuant to Resolution No. 2019-_____, adopted on _____, 2019, the City executed and entered into a loan agreement dated May 17, 2019 with the New Mexico Finance Authority in the original aggregate principal amount of \$103,833, with \$20,944 outstanding, which is payable from a 0.25% municipal gross receipts tax; and

WHEREAS, pursuant to Ordinance 2019-_____, adopted on _____, 2019, the City executed and entered into a loan agreement dated October 30, 2019 with the New Mexico Finance Authority in the original aggregate principal amount of \$1,433,058, with \$863,416 outstanding, which is payable from and secured by an irrevocable and first lien (but not necessarily an exclusively first lien) on the Pledged Revenues; and

WHEREAS, pursuant to Resolution 2019-_____, adopted on _____, 2019, the City executed and entered into a loan agreement dated October 30, 2019 with the New Mexico Finance Authority in the original aggregate principal amount of \$888,657, with \$480,250 outstanding, which is payable from and secured by an irrevocable and first lien (but not necessarily an exclusively first lien) on the Pledged Revenues; and

WHEREAS, pursuant to Resolution 2019-_____, adopted on _____, 2019, the City executed and entered into a loan agreement dated October 30, 2019 with the New Mexico Finance Authority in the original aggregate principal amount of \$228,432, with \$228,432 outstanding, which is payable from and secured by an irrevocable and first lien (but not necessarily an exclusively first lien) on the Pledged Revenues; and

WHEREAS, other than identified herein, the City has no outstanding obligations payable from the Pledged Revenues; and

WHEREAS, the City has determined that there is an urgent public need for the Improvement Project to be funded with certain of the proceeds of the Bonds; and

WHEREAS, pursuant to the redemption provisions contained therein, the Refunded Bonds are currently subject to prior redemption, at the option of the City, without penalty or prepayment premium; and

WHEREAS, the City has determined to pay all principal of and interest on the Refunded Bonds and to redeem all Refunded Bonds outstanding from the proceeds of the Bonds authorized by this Bond Ordinance; and

WHEREAS, the Commission determines that the issuance of the Bonds to finance the cost of refinancing, paying and discharging the Refunded Bonds, including without limitation the payment of administrative and incidental costs pertaining to the payment and discharge of the Refunded Bonds, as more fully provided in this Bond Ordinance, shall effect savings and economies, all to the benefit of the City and therefore shall provide for the public health, peace and safety of the City and its citizens; and

WHEREAS, the City may elect to receive an offer(s) to purchase the Bonds, potentially in one or more series, pursuant to a Bond Purchase Agreement(s), which will provide for an underwriting discount not to exceed 3% of the par amount of the Bonds and an original issue discount not to exceed 6% of the par amount of the Bonds, in either a negotiated public sale or through a private placement; and

WHEREAS, Section 3-31-6(C) NMSA 1978, provides that any law which authorizes the pledge of any or all of the Pledged Revenues to the payment of any revenue bonds issued pursuant to the Act or which affects the Pledged Revenues, or any law supplemental thereto or otherwise appertaining thereto, shall not be repealed or amended or otherwise directly or indirectly modified in such a manner as to impair adversely any such outstanding revenue bonds, including the Bonds, unless such outstanding revenue bonds, including the Bonds, have been discharged in full or provision has been fully made therefor; and

WHEREAS, Sections 3-31-1 through 3-31-12 NMSA 1978, as amended, permit the City to issue revenue bonds for the Project and to pledge the Pledged Revenues to the payment of the interest on and principal of revenue bonds; and

WHEREAS, the Commission hereby determines that the Improvement Project and the Refunding Project are for a governmental purpose and are not projects which would cause the Bonds to be "private activity bonds" as defined by the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds; and

WHEREAS, all required authorizations, consents or approvals of any State governmental body, agency or authority for the authorization, execution and delivery of the Bonds which are required to have been obtained by the date of the adoption of the Bond Ordinance have been obtained, and which will be required to be obtained prior to the Closing Date, will have been obtained by that Closing Date.

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

Section 1. Definitions. As used in ordinance and any ordinance or resolution amendatory hereof or supplemental hereto, or relating hereto:

"Acquisition Fund" has the meaning specified in Section 18.

"Act" means Sections 3-31-1 to 3-31-12 and Sections 6-14-8 to 6-14-11 NMSA 1978, as amended, and all enactments of the Commission, including the Bond Ordinance, relating to the issuance of the Bonds.

"Authorized Officer" means the Mayor, Manager, Finance Director, Clerk-Treasurer or other officer or employee of the City when designated by a Certificate signed by the Mayor of the City from time to time.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized as bond counsel.

“Bond Fund” has the meaning specified in Section 18.

“Bond Insurance Policy” means the financial guaranty insurance policy, if any, issued by the Bond Insurer insuring the payment when due of the principal and interest due on the Bonds as provided therein.

“Bond Insurer” means the municipal bond insurer, if any, as identified in the Sale Certificate.

“Bond Ordinance” means this City Ordinance No. 756 duly adopted on November 8, 2023.

“Bonds” means the “City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023” issued in one or more series.

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

“Code” means the Internal Revenue Code of 1986, as amended, including, when appropriate, the statutory predecessor of the Code, and all applicable regulations whether proposed, temporary or final, including regulations issued and proposed pursuant to the statutory predecessor of the Code, and, in addition, all official rulings and judicial determinations applicable to the Bonds, and under the statutory predecessor of the Code and any successor provisions to those sections or regulations.

“Commission” means the City Commission of the City.

“Commitment” means the commitment from a Bond Insurer to the City for a Bond Insurance Policy.

“Continuing Disclosure Undertaking” means the continuing disclosure undertaking with respect to the Bonds to be executed on the day of the issuance and delivery of the Bonds to the Purchaser.

“Event of Default” has the meaning assigned in Section 28.

“Expenses” means the reasonable and necessary fees, costs and expenses incurred by the City with respect to the issuance of the Bonds, including the fees, premiums, compensation, costs and expenses paid or to be paid to the Purchaser and attorneys' fees.

“Federal Securities” means direct obligations of, or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Fiscal Year” means the 12 months beginning on the first day of July of each calendar year and ending on the last day of June of the next calendar year, but it may mean

any other 12-month period which any appropriate authority may hereafter establish for the its Fiscal Year.

“Improvement Project” means acquiring, constructing, furnishing, equipping, beautifying, or making improvements to a public safety building for the City.

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

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of the City.

“Insured Bank” means a bank which is a member of the Federal Deposit Insurance Corporation.

“Insured Bonds” means any Bonds the payments on which are insured by a Bond Insurance Policy.

“Interest Payment Date” means June 1 and December 1 of each year (or if such day is not a Business Day, then the next succeeding Business Day), commencing on the date specified in the Sale Certificate.

“Minimum Reserve” means an amount which is equal to the lesser of (i) ten percent of the proceeds of the Bonds as the term proceeds is used in Section 148(d)(1) of the Code, (ii) the maximum annual debt service on the Bonds, or (iii) 125% of the average annual debt service on the Bonds.

“Outstanding” when used with reference to the Bonds and as of any particular date, means all Bonds theretofore executed by the City and authenticated by the Registrar except: (i) any Bonds cancelled or fully paid on or before such date; (ii) any Bond in lieu of or in substitution for which another Bond has been delivered pursuant to this Bond Ordinance; (iii) any Bond for the payment or redemption of which funds or securities permitted by Section 24 in the necessary amount have theretofore been deposited with the Paying Agent (whether upon or prior to the maturity or redemption date of such Bond); and (iv) for the sole purpose of determining the percentage of Owners consenting to any amendment to this Bond Ordinance or authorizing the exercise of any remedy hereunder, any Bonds owned by the City. For all other purposes, Bonds owned by the City which are not described in clauses (i), (ii) or (iii) shall be treated as Outstanding.

“Owner” means the registered owner of any Bond.

“Parity Obligations” means the Bonds and other obligations payable from the Pledged Revenues currently outstanding or hereafter issued with a lien on the Pledged Revenues on parity with the Bonds.

“Paying Agent” means the City’s Finance Director (or successor in function), as agent for the City for the payment of the principal of and interest and premium, if any, on the Bonds.

“Payment Date” means any date upon which any payment of principal of or interest on any Bond is scheduled to be made.

“Permitted Investments” means securities which are at the time legal investments of the City for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) direct obligations of, or obligations fully guaranteed by the United States of America or instruments evidencing ownership interests in those obligations or in specified portions of the principal of or interest on those obligations; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody’s Investors Service, Inc., or Standard & Poor’s Rating Group; and (iv) the State Treasurer’s short-term investment fund created pursuant to Section 6-10-10.1 NMSA 1978, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means the revenues from the State gross receipts tax derived pursuant to Section 7-9-4 NMSA 1978, imposed on persons engaging in business in the State, which revenues are remitted monthly by the Revenue Division of the Taxation and Revenue Department of the State to the City as authorized by Sections 7-1-6.1 and 7-1-6.4 NMSA 1978, and which remittances as of the date of adoption of this Bond Ordinance are equal to one and two hundred twenty-five thousandths percent (1.225%) of the taxable gross receipts reported to the City for the month for which such remittance is made; provided that if a greater amount of such gross receipts tax revenues are hereafter provided to be remitted to the City under applicable law, such additional amounts shall be included as revenues pledged pursuant to this Bond Ordinance; and provided further that the amount of revenues pledged pursuant to this Bond Ordinance shall never be less than the greater of: (i) 1.225% of the taxable gross receipts remitted to the City as set forth above, or (ii) the maximum amount at any time provided hereinafter to be remitted to the City under applicable law; and provided further, the City intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to this Bond Ordinance..

“Preliminary Official Statement” or “Official Statement” means the disclosure document to be used by the Purchaser in connection with the sale of the Bonds to the public.

“Project” means the Improvement Project and the Refunding Project.

“Purchaser” means the original purchasers of the Bonds as identified in the Sale Certificate.

“Refunded Bond Requirements” means the principal of and interest and redemption premium, if any, on the Refunded Bonds when due on and until their dates of maturity or optional redemption.

“Refunded Bonds” means the outstanding 2006 NMFA Loan and 2019 NMFA Loan.

“Refunding Project” means the refinancing, paying and discharging of the Refunded Bonds, including without limitation the payment of administrative and incidental costs pertaining to the issuance of the Bonds and to the payment and discharge of the Refunded Bonds.

“Registrar” means the City’s Finance Director (or successor in function), as registrar and transfer agent for the Bonds.

“Regular Record Date” means the 15th day of the calendar month (whether or not a business day) preceding each regularly scheduled interest payment date on the Bonds.

“Reserve Fund” has the meaning specified in Section 18.

“Reserve Fund Insurance Policy” means any policy of insurance, surety bond, letter of credit or other financial instrument issued to the City, the proceeds of which shall be used to prevent deficiencies in the payment of the principal of or interest on the Bonds resulting from insufficient amounts being on deposit in the Bond Fund to make the payment of principal of and interest on the Bonds as the same become due. Each policy shall be written by a bank, insurance company or any financial institution experienced in insuring or guaranteeing municipal bonds whose policies of insurance, surety bond, letter of credit or other financial instrument would not adversely affect the rating of the Bonds by Moody’s and/or Standard & Poor’s to the extent that the Bonds are to be so rated and provided that at the time of the issuance of such policy such bank, insurance company or any financial institution shall have received the highest policy claims rating accorded insurers by the A.M. Best Company or any comparable service, if applicable to the provider of the Reserve Fund Insurance Policy, and either of the two highest Rating Categories of Moody’s and Standard & Poor’s to the extent that each rating agency provides such a rating and is then rating the Bonds.

“Sale Certificate” means one or more certificates executed by the Mayor or Manager dated on or before the date of delivery of the Bonds, setting forth the following final terms of the Bonds: (i) the interest and principal payment dates; (ii) the principal amounts, denominations and maturity amortization; (iii) the sale prices; (iv) the interest rate or rates; (v) the interest payment periods; (vi) the redemption and tender provisions; (vii) the creation of any capitalized interest fund or a debt service reserve account, including the size and funding of such fund(s); (viii) the amount of underwriting discount, if any; (ix) the federal tax status of the Bonds; (x) the method of sale; and (xi) the final terms of agreements, if any, with agents or service providers required for the purchase, sale, issuance and delivery of the Bonds, all subject to the parameters and conditions contained in this Bond Ordinance.

“Series Date” means the date of original issuance of each series of Bonds.

“Special Record Date” means a special date fixed to determine the names and addresses of registered owners of the Bonds for purposes of paying interest on a special interest payment date for the payment of defaulted interest thereon, all as further provided in Section 6(b).

“State” means the State of New Mexico.

“State-Shared Gross Receipts Tax Income Fund” has the meaning specified in Section 18.

“2006 NMFA Loan” means the loan agreement between the City and the New Mexico Finance Authority executed on April 14, 2006 in the aggregate principal amount of \$165,152, and currently outstanding in the principal amount of \$44,165.

“2019 NMFA Loan” means the loan agreement between the City and the New Mexico Finance Authority executed on May 17, 2019 in the aggregate principal amount of \$103,833, and currently outstanding in the principal amount of \$20,994.

Section 2. Ratification. All action heretofore taken (not inconsistent with the express provisions of this Bond Ordinance) by the Commission and officers of the City directed toward the Project, and toward the authorization, sale and issuance of the Bonds is ratified, approved and confirmed.

Section 3. Authorization of Project. The Project and the method of financing the Project are hereby authorized and ordered at a total cost estimated not to exceed the amount of the Bond proceeds and any investment earnings thereon, excluding any such cost defrayed or to be defrayed by any source other than Bond proceeds. The Project is found and declared to be necessary.

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

A. Moneys available for the Project from all sources other than the issuance of revenue bonds are not sufficient to defray the cost of the Project.

B. The Pledged Revenues may lawfully be pledged to secure the payment and redemption of the Bonds.

C. It is economically feasible to defray, in part, the cost of the Improvement Project by the issuance of the Bonds.

D. The issuance of the Bonds, in one or more series, pursuant to the Act, to provide funds for the financing of the Project is necessary and in the interest of the public health, safety, morals and welfare of the residents of the City.

E. The net effective interest rate on the Bonds, as set forth in the Sale Certificate, shall be less than 12% per annum, the maximum rate permitted by State law.

F. The underwriting discount shall not exceed 3% of the par amount of the Bonds and an original issue discount shall not exceed 6% of the par amount of the Bonds.

G. The final maturity of the Bonds shall not exceed thirty years from the date of issuance of the Bonds.

H. The issuance of the Bonds and the refunding of the Refunded Bonds will permit the retirement of debt to the benefit of the City and its residents.

I. The Project is needed to meet the needs of the City and its residents.

Section 5. Authorization of Bonds. This Bond Ordinance has been adopted by the affirmative vote of at least a three-fourth's (3/4^{ths}) majority of all of the members of the Commission. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the City, it is hereby declared necessary that the City, pursuant to the Act, issue its negotiable, fully registered, revenue bonds, in one or more series, to be designated "City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023," in an aggregate principal amount not to exceed \$4,500,000. The issuance, sale and delivery of the Bonds are hereby authorized. The Project is authorized and approved. The Bonds may be sold to the Purchaser pursuant to a Bond Purchase Agreement at a publicly marketed negotiated sale, or private placement, pursuant to the terms in the Sale Certificate.

Section 6. Bond Details.

A. Basic Details. The Bonds shall be dated the date of delivery, are issuable in the denomination of \$5,000 each or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual Bond will be issued for more than one maturity), numbered consecutively from 1 upwards, shall bear interest from their dated date until maturity at a rate of interest not to exceed twelve percent (12%) per annum, as set forth in the Sale Certificate, and shall be payable on June 1 and December 1 in each year as set forth in the Sale Certificate. The Bonds may be issued in one or more series.

B. Payment. The principal of and any prior redemption premium applicable to any Bond shall be payable to the Owner thereof as shown on the registration books kept by the Registrar (which is appointed as registrar and transfer agent for the Bonds), upon maturity or prior redemption thereof and upon presentation and surrender at office of the Paying Agent (which is appointed as paying agent for the Bonds). If any Bond shall not be paid upon such presentation and surrender at or after maturity or on a designated prior redemption date on which the City may have exercised its right to prior redeem any Bond pursuant to Section 7, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made to the registered owner thereof as of the Regular Record Date by check or draft mailed by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day without accruing any additional interest), to the Owner thereof on the Regular

Record Date at such Owner's address as it last appears on the registration books kept by the Registrar on the Regular Record Date (or by such other arrangement as may be mutually agreed to by the Paying Agent and any registered owner on such Regular Record Date). All such payments shall be made in lawful money of the United States of America. The person in whose name any Bond is registered at the close of business on any Regular Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Regular Record Date and prior to such interest payment date; but any such interest not so timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name any Bond is registered at the close of business on a Special Record Date fixed by the Paying Agent for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for defaulted interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the Owners of the Bonds as of a date selected by the Paying Agent, stating the Special Record Date and the date fixed for the payment of such defaulted interest.

Section 7. Prior Redemption.

A. Redemption. The Bonds may be subject to optional or mandatory sinking fund redemption prior to their stated maturities at the redemption price(s) and on the dates established in the Sale Certificate.

B. Notice by City. Unless waived by the Registrar, at least 45 days prior to any date selected by the City for prior redemption of any of the Bonds, the City shall give written instructions to the Registrar (and, if the Registrar is not also the Paying Agent, to the Paying Agent) with respect to such prior redemption.

C. Notice by Registrar. Additionally, notice of redemption shall be given by the Registrar by sending a copy of such notice by first class, postage prepaid mail, not more than 60 days and not less than 30 days prior to the redemption date to each Owner as shown on the registration books kept by the Registrar as of the date of selection of units of principal for redemption. The Registrar shall not be required to give notice of any prior redemption unless it has received written instructions from the City in regard thereof, at least 45 days prior to such redemption date or unless the 45-day deadline is waived by the Registrar. Failure to give such notice by mailing to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any of the Bonds for which proper notice was given.

D. Conditional Redemption. If money or Federal Securities sufficient to pay the optional redemption price of the Bonds to be called for optional redemption are not on deposit with the Paying Agent prior to the giving of notice of optional redemption pursuant to paragraph (c) of this Section, such notice shall state such Bonds will be redeemed in whole or in part on the optional redemption date in a principal amount equal to that part of the optional redemption price received by the Paying Agent by 2:00 p.m. on the applicable optional redemption date. If the full amount of the optional redemption price is not received as set forth in the preceding sentence, the notice shall be effective only for those Bonds for which the optional redemption price is on deposit with the Paying Agent. If all Bonds called for optional

redemption cannot be redeemed, the Bonds to be redeemed shall be selected in a manner deemed reasonable and fair by the City, and the Registrar shall give notice, in the manner in which the original notice of optional redemption was given, that such money was not received. In that event, the Registrar shall promptly return to the Owners thereof the Bonds or certificates which it has received evidencing the part thereof which have not been redeemed.

E. Other Redemption Details. The notice required by Section 7(C) shall specify the number or numbers of the Bond or Bonds or portions thereof to be so redeemed (if less than all are to be redeemed); and all notices required by this Section 7 shall specify the date fixed for redemption, and shall further state that on such redemption date there shall become and be due and payable upon each \$5,000 unit of principal so to be redeemed at the office of the Paying Agent the principal thereof and the applicable prior redemption premium thereon (if any), and that from and after such date interest shall cease to accrue. Accrued interest to the redemption shall be paid by check or draft mailed to the Owner (or by alternative means if so agreed to by the Paying Agent and the Owner). Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated; and upon presentation thereof at the office of the Paying Agent, the City shall pay the Bond or Bonds so called for redemption and the applicable prior redemption premium (if any). In the event that only a portion of the principal amount of a Bond is so redeemed, a new Bond representing the unredeemed principal shall be duly completed, authenticated and delivered by the Registrar to the Owner pursuant to Section 10 and without charge to the Owner thereof.

Section 8. Negotiability. Subject to the provisions specifically made or implied herein, the Bonds shall be fully negotiable, and shall have all the qualities of negotiable paper, and the Owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 9. Execution.

A. Method of Execution. Each Bond shall be executed by the manual or facsimile signature of the Mayor under the seal of the City, each Bond shall be executed and attested with the manual or facsimile signature of the City Clerk-Treasurer; and each Bond shall be authenticated by the manual signature of an authorized officer of the Registrar as hereafter provided. The Bonds bearing the manual or facsimile signatures of the officers in office at the time of the authorization thereof shall be the valid and binding obligations of the City (subject to the requirement of authentication by the Registrar) notwithstanding that before the delivery thereof and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose manual or facsimile signatures appear thereon shall have to ceased to fill their respective offices.

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

Section 10. Registration, Transfer, Exchange, Replacement and Cancellation.

A. Registration Books; Transfer and Exchange. Books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer of any Bonds at the office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at office of the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations. The Registrar shall authenticate and deliver a Bond or Bonds that the Owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the Owner or any transferee, but the Registrar may require the payment by the Owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. When Transfer or Exchange Not Required. The Registrar shall not be required: (i) to transfer or exchange all or a portion of any Bond subject to prior redemption during the period of 15 days next preceding the mailing of notice to the Owners calling any Bonds for prior redemption pursuant to Section 7; or (ii) to transfer or exchange all or a portion of a Bond after the mailing to registered owners of notice calling such Bond or portion thereof for prior redemption.

C. Payment to Registered Owners. The person in whose name any Bond shall be registered on the registration books kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest as is provided in Section 6(B), and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the Owner thereof or the Owner's legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

D. Replacement Bonds. If any Bond is lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it may reasonably require, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond has matured, the Paying Agent may pay such Bond in lieu of replacement.

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

F. Cancellation of Bonds. Whenever any Bond is surrendered to the Paying Agent or Registrar upon payment thereof, or for transfer, exchange or replacement as provided

herein, such Bond shall be promptly cancelled by the Paying Agent or the Registrar, as the case may be, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or the Registrar, as the case may be, to the City.

Section 11. Book-Entry. Except as set forth in this Bond Ordinance, the Bonds shall be issued in book-entry form with no physical distribution of Bonds made to the public. The Depository Trust Company or any successor securities depository ("DTC") shall act as securities depository for the Bonds. A single certificate for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. The book-entry system shall evidence ownership of the Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of ownership effected on the records of DTC and its participants (the "Participants") pursuant to rules and procedures established by DTC and the Participants. As a condition to delivery of the Bonds, the Purchaser shall, immediately after acceptance of delivery thereof, deposit the Bonds with DTC, registered in the name of DTC or its nominee. Principal and interest shall be paid to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to the Participants shall be the responsibility of DTC; transfer of principal and interest payment to beneficial owners of the Bonds (the "Beneficial Owners") by the Participants shall be the responsibility of the Participants and other nominees of the Beneficial Owners maintaining a relationship with the Participants. Neither the City, the Registrar nor the Paying Agent shall be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, the Participants or persons acting through the Participants. If (i) the Bonds are not eligible for DTC services, (ii) DTC determines to discontinue providing its services with respect to the Bonds, or (iii) the Registrar determines that a continuation of the system of book-entry transfers through DTC is not in the best interest of the Registrar or the Beneficial Owners, the Registrar shall either identify another qualified securities depository or cause physical Bonds to be delivered to the Beneficial Owners or their nominees and thereupon the Beneficial Owners or their nominees, upon authentication of the Bonds and registration of the Bonds in the Beneficial Owners' or nominees' name, shall become the Owners of the Bonds for all purposes. Upon the occurrence of any such event, the Registrar shall mail an appropriate notice to DTC for notification to the Participants and the Beneficial Owners of the substitute depository or the issuance of Bonds to the Beneficial Owners or their nominees, as applicable. All notices and payments addressed to DTC shall contain the information required by, and sent as set forth in, the Letter of Representation executed by the City. Notices of redemption shall be given to DTC as provided in such Letter of Representation.

Section 12. Special Obligations. All of the Bonds, together with the interest accruing thereon, shall be payable and collectible solely out of the Pledged Revenues, which are irrevocably so pledged. The registered owner or owners thereof may not look to any general or other fund for the payment of the principal of or interest on such obligations, except the designated special funds pledged therefor; and the Bonds shall not constitute an indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation; nor shall they be considered or held to be general obligations of the City; and each of the Bonds shall recite that it is payable and collectible solely from the Pledged Revenues, which are so pledged, and that the Owner thereof may not look to any general or other fund for the payment of principal and interest on, and prior redemption premium due in connection with, the Bonds.

Section 13. Forms of Bonds, Certificate of Authentication and Assignment. The Bonds and the related Certificate of Authentication and Form of Assignment shall be in substantially the following forms:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES

No. R-_____ \$ _____

GROSS RECEIPTS TAX
IMPROVEMENT AND REFUNDING REVENUE BONDS
SERIES 2023

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Series Date</u>	<u>CUSIP</u>
_____% per annum	June 1, 20__	_____, 2023	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Truth or Consequences, New Mexico (the "City"), for value received, promises to pay upon presentation and surrender of this bond, solely from the special funds provided therefor as hereinafter set forth, to the registered owner named above, or registered assigns, on the Maturity Date specified above (unless this bond, if subject to prior redemption, shall have been called for prior redemption in which case on such redemption date), upon the presentation and surrender hereof at the office of the Finance Director (or successor in function) of the City (the "Paying Agent"), the Principal Amount stated above, in lawful money of the United States of America, and to pay to the registered owner hereof as of the Regular Record Date (being the 15th day of the calendar month preceding each regularly scheduled interest payment date as defined in Ordinance No. 756, adopted on November 8, 2023, as supplemented by the Sale Certificate executed on _____, 2023 (which authorizes this bond and which is referred to herein collectively as the "Bond Ordinance"), by check or draft mailed to such registered owner, on or before each interest payment date as hereinafter provided (or, if such interest payment date is not a business day, on or before the next succeeding business day without accruing any additional interest), at his address as it last appears on the Regular Record Date on the registration books kept for that purpose by the Finance Director (or successor in function) of the City as registrar for the bonds (the "Registrar") or by such other arrangement as may be agreed to by the Paying Agent and the registered owner hereof, interest on said sum in lawful money of the United States of America from the Series Date specified above or the most recent interest payment date to which interest has been fully paid or duly provided for in full (as more fully provided in the Bond Ordinance) until maturity at the per annum Interest Rate specified above, payable on June 1, 2024 and semiannually thereafter on June 1 and December 1

in each year. Any such interest not so timely paid or duly provided for shall cease to be payable to the registered owner as of the Regular Record Date and shall be payable to the registered owner as of a Special Record Date (as defined in the Bond Ordinance), as further provided in the Bond Ordinance. If upon presentation and surrender to the Paying Agent at or after maturity or on a designated prior redemption date on which the City may have exercised its right to prior redeem this bond pursuant to the Bond Ordinance, payment of this bond is not made as herein provided, interest hereon shall continue at the rate herein designated until the principal hereof is paid in full.

The bonds of the series of which this bond is a part (the "Bonds") maturing on or after June 1, 20__ are subject to prior redemption at the option of the City in one or more units of principal of \$5,000 on and after June 1, 20__, in whole or in part at any time in such order of maturities as the City may determine (and by lot if less than all of the Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner as it shall consider appropriate and fair), for the principal amount of each \$5,000 unit so redeemed, accrued interest thereon to the redemption date. Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar in the manner and upon the conditions provided in the Bond Ordinance.

The Bonds are fully registered (i.e., registered as to payment of both principal and interest), and are issuable in the denomination of \$5,000 or any denomination which is an integral multiple of \$5,000 (provided that no bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual bond shall be issued for more than one maturity).

This bond is fully transferable by the registered owner hereof in person or by his duly authorized attorney on the registration books kept by the Registrar upon surrender of this bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered bond of authorized denomination or denominations of the same aggregate principal amount and maturity shall be issued to the transferee in exchange for this bond, subject to such terms and conditions as set forth in the Bond Ordinance. The City, the Paying Agent and the Registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of making payment and for all other purposes.

This bond is one of a series of bonds designated "City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023" of like tenor and date, except as to interest rate, number and maturity, authorized for the purpose to (1) acquire, construct, furnish, equip, beautify and improve a public safety building for the benefit of the City and its residents, (2) refinance, pay and discharge certain outstanding debt of the City, and (3) pay costs of issuance of the Bonds.

This bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of New Mexico.

This bond does not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, shall not be considered or held to be a general

obligation of the City, and is payable and collectible solely from the Pledged Revenues. The "Pledged Revenues" are the revenues from the State gross receipts tax derived pursuant to Section 7-9-4 NMSA 1978, imposed on persons engaging in business in the State, which revenues are remitted monthly by the Revenue Division of the Taxation and Revenue Department of the State to the City as authorized by Sections 7-1-6.1 and 7-1-6.4 NMSA 1978, and which remittances as of the date of adoption of this Bond Ordinance are equal to one and two hundred twenty-five thousandths percent (1.225%) of the taxable gross receipts reported to the City for the month for which such remittance is made; provided that if a greater amount of such gross receipts tax revenues are hereafter provided to be remitted to the City under applicable law, such additional amounts shall be included as revenues pledged pursuant to the Bond Ordinance; and provided further that the amount of revenues pledged pursuant to the Bond Ordinance shall never be less than the greater of: (i) 1.225% of the taxable gross receipts remitted to the City as set forth above, or (ii) the maximum amount at any time provided hereinafter to be remitted to the City under applicable law; and provided further, the City intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to the Bond Ordinance.

The bonds are equitably and ratably secured by a lien on the Pledged Revenues; and the bonds constitute an irrevocable and first lien (but not necessarily an exclusively first lien) upon the Pledged Revenues. Additional obligations may be issued and made payable from the Pledged Revenues and having a lien thereon inferior and junior to the lien, or, subject to designated conditions, having a lien thereon on a parity with the lien of the bonds of the series of which this bond is a part, in accordance with the provisions of the Bond Ordinance.

The City covenants and agrees with the registered owner of this bond and with each and every person who may become the registered owner hereof that it shall keep and perform all of the covenants of the Bond Ordinance.

This bond is subject to the conditions, and every registered owner hereof by accepting the same agrees with the obligor and every subsequent registered owner hereof that the principal of and the interest on this bond shall be paid, and this bond is transferable, free from, and without regard to any equities between the obligor and the original or any intermediate registered owner hereof for any set-offs or cross-claims.

It is further certified, recited and warranted that all the requirements of law have been fully complied with by the Commission and officers of the City in the issue of this bond; and that it is issued pursuant to and in strict conformity with the Constitution and laws of the State of New Mexico, and particularly the terms and provisions of Sections 3-31-1 through 3-31-12 NMSA 1978, as amended, and all laws thereunto enabling and supplemental thereto.

This bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

IN WITNESS WHEREOF, the City of Truth or Consequences, New Mexico has caused this bond to be signed, subscribed, and executed, and attested with the manual or facsimile signatures of the Mayor and the City Clerk-Treasurer, respectively; has caused its corporate seal to be affixed hereon, all as of the Series Date.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By _____
Amanda Forrister, Mayor

(SEAL)

ATTEST

By _____
Angela A. Torres, City Clerk-Treasurer

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This is one of the bonds described in the within-mentioned Bond Ordinance, and this bond has been duly registered on the registration books kept by the undersigned as Registrar for such Bonds.

FINANCE DIRECTOR (OR SUCCESSOR IN
FUNCTION) OF THE CITY OF TRUTH OR
CONSEQUENCES, NEW MEXICO, as Registrar

By _____
Authorized Officer

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT

For value received, _____ hereby sells,
assigns and transfer unto _____ the within
bond and hereby irrevocably constitutes and appoints _____ attorney, to
transfer the same on the books of the Registrar, with full power of substitution in the premises.

Signature Guaranteed:

Name and Address of Transferee:

Dated: _____ Social Security Number or
Other Tax Identification Number: _____

(End of Form of Assignment)

(End of Form of Bond)

Section 14. Delivery of Bonds and Initial Registration. When the Bonds have been duly executed, authenticated, registered and sold, the City shall deliver them to the Purchaser on receipt of the agreed purchase price. The Registrar shall initially register the Bonds in the name of the Purchaser as identified in the Sale Certificate.

Section 15. Disposition of Proceeds; Completion of Project. Except as herein otherwise specifically provided, the proceeds derived from the sale of the Bonds shall be used and paid solely for the valid costs of the Project.

A. Accrued Interest. Upon the sale of the Bonds, all moneys received as accrued interest, if any, shall be deposited into the Bond Fund, to apply on the payment of interest next due on the Bonds.

B. Acquisition Fund. An amount necessary from the Bonds, together with other legally available funds of the City, shall be deposited for the payment of the costs of the Improvement Project.

C. Expenses. To the extent not paid by the Purchaser, an amount necessary, together with other legally available funds of the City, shall be used to pay Expenses for the Bonds, from Bond proceeds.

D. Additional Deposit. Upon the issuance and sale of the Bonds, the City Finance Director shall cause legally available moneys to be deposited in the Acquisition Fund in such amount as she determines shall be necessary to assure that the amount of the Acquisition Fund will be sufficient to pay the costs of the Improvement Project.

E. Refunding. An amount necessary from the Bonds, together with other legally available funds of the City, shall be transferred to the Owners of the Refunded Bonds to effectuate the Refunding Project.

F. Use of Acquisition Fund. The Acquisition Fund shall be used to pay the costs of the Improvement Project when due. As soon as practicable after completion of the Improvement Project, and in any event not more than 60 days after completion of the Improvement Project, any balance remaining in the Acquisition Fund (other than any amount

retained by the City for any Improvement Project costs not then due and payable) shall be transferred from the Acquisition Fund and deposited in the Bond Fund and used by the City to pay principal and interest on the Bonds as same become due.

Section 16. Use of Proceeds. Except as otherwise specifically provided in this Bond Ordinance, the proceeds derived from the sale of the Bonds shall be used and paid solely for the purposes of the Project and including any costs relating to the issuance of the Bonds.

Section 17. Purchaser Not Responsible. The validity of the Bonds is neither dependent on nor affected by the validity or regularity of any proceedings related to the completion of the Project. Neither the Purchaser nor any subsequent Owner of any Bonds shall in any manner be responsible for the application or disposal by the City or by any officer or any employee or other agent of the City of the moneys derived from the sale of the Bonds or of any other moneys designated in this Bond Ordinance.

Section 18. Funds and Accounts. The City hereby creates or continues the following special and separate funds:

A. Acquisition Fund. The “City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023, Improvement Project Acquisition Fund” to be maintained by the City.

B. State-Shared Gross Receipts Tax Income Fund. The “City of Truth or Consequences, New Mexico State-Shared Gross Receipts Tax Income Fund” to be maintained by the City.

C. Bond Fund. The “City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023, Bond Fund” to be maintained by the City.

D. Reserve Fund. The “City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023, Reserve Fund” to be maintained by the City.

Section 19. Deposit of Pledged Revenues and Flow of Funds.

A. Income Fund. So long as any of the Bonds are outstanding either as to principal or interest, or both, the City shall credit all Pledged Revenues to the State-Shared Gross Receipts Tax Income Fund. The following payments shall be made from the Income Fund.

B. Bond Fund.

(i) As a first charge on the State-Shared Gross Receipts Tax Income Fund, the following amounts shall be withdrawn from the State-Shared Gross Receipts Tax Income Fund and shall be credited to the Bond Fund:

(1) Monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds, an amount in equal monthly installments

necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of interest on the Bonds, and monthly thereafter, commencing on each Interest Payment Date, one-sixth ($1/6^{\text{th}}$) of the amount necessary to pay the next maturing installment of interest on the Bonds then outstanding.

(2) Monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of principal of the outstanding Bonds and monthly thereafter, commencing on each principal payment date, one twelfth ($1/12^{\text{th}}$) of the amount necessary to pay the next maturing installment of principal on the Bonds then outstanding.

C. Credit. In making the deposits required to be made into the Bond Fund, if there are any amounts then on deposit in the Bond Fund available for the purpose for which such deposit is to be made, the amount of the deposit to be made pursuant to paragraph (B) above shall be reduced by the amount available in such fund for such purpose.

D. Transfer of Money out of Bond Fund. Each payment of principal and interest becoming due on the Bonds shall be transferred from the Bond Fund to the Paying Agent on or before two Business Days prior to the due date of such payment.

E. Reserve Fund. Unless otherwise provided in the Sale Certificate, no deposit shall be required in the Reserve Fund so long as the Pledged Revenues in each Fiscal Year equal or exceed 200% of the maximum annual principal and interest coming due in any subsequent Fiscal Year on all outstanding Parity Obligations. If the Pledged Revenues in any Fiscal Year are insufficient to meet the test set forth in the preceding sentence, the City shall acquire a Reserve Fund Insurance Policy in an amount equal to the Minimum Reserve or shall begin making substantially equal monthly deposits in the Reserve Fund from the first legally available Pledged Revenues so that after 24 months an amount equal to the Minimum Reserve will be held in the Reserve Fund. After funding the Reserve Fund in an amount equal to the Minimum Reserve, no additional payments need be made into the Reserve Fund so long as the moneys therein shall equal not less than the Minimum Reserve. The moneys in the Reserve Fund shall be accumulated and maintained as a continuing reserve to be used, except as hereinafter provided in paragraph (L) of this Section, only to prevent deficiencies in the payment of the principal of and interest on the Bonds resulting from failure to deposit into the Bond Fund sufficient funds to pay the principal and interest as the same accrue.

F. Defraying Delinquencies in the Bond Fund and Reserve Fund. If, in any month, the City shall, for any reason, fail to pay into the Bond Fund the full amount above stipulated for the Bonds from the Pledged Revenues, then an amount shall be paid into the Bond Fund in such month from the Reserve Fund (if moneys are then on deposit in the Reserve Fund) equal to the difference between that paid from the Pledged Revenues and the full amount so stipulated. If the moneys paid into the Bond Fund from the Reserve Fund are not equal to the amount required to be paid into the Bond Fund for such month, then in the following month, an amount equal to the difference between the amount paid and the amount required shall be deposited into the Bond Fund, in addition to the normal payment required to be paid in such month, from the first Pledged Revenues thereafter received and not required to be otherwise

applied. The money deposited in the Bond Fund from the Reserve Fund, if any, shall be replaced in the Reserve Fund from the first Pledged Revenues thereafter received not required to be otherwise applied. If, in any month, the City shall, for any reason, fail to pay into the Reserve Fund the full amount required, the difference between the amount paid and the amount so stipulated shall in a like manner be paid therein from the first Pledged Revenues thereafter received and not required to be otherwise applied. The moneys in the Reserve Fund shall be used solely and only for the purpose of paying any deficiencies in the payment of the principal of and the interest on the Bonds. Cash accumulated in the Reserve Fund shall not be invested in a manner which could cause the Bonds to become arbitrage bonds within the meaning of the Code. Any investments held in the Reserve Fund shall be valued annually, on or about June 1, at their current fair market value and, if the amount then on deposit in the Reserve Fund exceeds the Minimum Reserve, all amounts in excess of such Minimum Reserve shall be transferred to the Bond Fund and used to pay principal of and interest on the Bonds.

G. Payment of Parity Obligations. Concurrently with the payment of the Pledged Revenues required by paragraphs (B), (E) and (F) of this Section, any amounts on deposit in the State-Shared Gross Receipts Tax Income Fund shall be used by the City for the payment of principal of, interest on and debt service reserve fund deposits relating to Parity Obligations, payable from the State-Shared Gross Receipts Tax Revenues, as the same accrue. If funds on deposit in the State-Shared Gross Receipts Tax Income Fund are not sufficient to pay when due the required payments of principal of, interest on and debt service reserve fund deposits relating to the Bonds and any other outstanding Parity Obligations, then the available and applicable funds in the State-Shared Gross Receipts Tax Income Fund will be used, first, on a pro rata basis, based on the amount of principal and interest then due with respect to each series of outstanding Parity Obligations, for the payment of principal of and interest on all series of outstanding Parity Obligations and, second, to the extent of remaining available funds in the State-Shared Gross Receipts Tax Income Fund, on a pro rata basis, based on the amount of debt service reserve fund deposits then required with respect to each series of outstanding Parity Obligations, for the required debt service reserve fund deposits for all series of outstanding Parity Obligations.

H. Termination Upon Deposits to Maturity. No payment shall be made into the Bond Fund or the Reserve Fund if the amounts (excluding any amount in the Reserve Fund represented by a Reserve Fund Insurance Policy) in such funds total a sum at least equal to the entire aggregate amount due as to principal, premium, if any, and interest, on the Bonds to their respective maturities or applicable redemption dates, in which case moneys in the Bond Fund and the Reserve Fund in an amount at least equal to such respective principal and interest requirements shall be used solely to pay such obligations as the same accrue, and any moneys in excess thereof in the Bond Fund and the Reserve Fund may be used as provided below.

I. Payment for Subordinate State-Shared Gross Receipts Tax Obligations. Subsequent to the payments required by paragraphs (B), (E), (F) and (G) of this Section, any balance remaining in the State-Shared Gross Receipts Tax Income Fund, after making the payments hereinabove provided, shall be used by the City for the payment of interest on and the principal of additional obligations, if any, hereafter authorized to be issued and payable from the State-Shared Gross Receipts Tax Revenues with a lien on the State-Shared Gross Receipts Tax Revenues junior or subordinate to the lien thereon of the Bonds (provided that such payments

may be made at any intervals as may be provided in the ordinance or resolution authorizing such additional obligations).

J. Payment from Other Sources. Notwithstanding any other provisions of this Bond Ordinance, the City may, in its sole discretion, choose to apply other legally available funds to the payment of the Bonds.

K. Surplus Revenues. After making all the payments hereinabove required to be made by this Section, and paying the Bond Insurer all amounts due or to become due to the Bond Insurer, the remaining Pledged Revenues, if any, may be applied to any other lawful purpose, as the City may from time to time determine.

Section 20. General Administration of Funds. The funds designated in Section 18 shall be administered and invested as follows:

A. Places and Times of Deposits. The funds shall be separately maintained as a trust fund or funds for the purposes established and shall be deposited in one or more bank accounts in an Insured Bank or Banks. Each fund or account shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the designated purpose. Payments shall be made into the proper fund or account on the first day of the month except when the first day shall not be a Business Day, then payment shall be made on the next succeeding Business Day. No later than two Business Days prior to each Interest Payment Date, moneys sufficient to pay interest and principal then due on the Bonds shall be transferred to the Paying Agent. Nothing in this Bond Ordinance shall prevent the City from establishing one or more bank accounts in an Insured Bank or Banks for all the funds required by this Bond Ordinance or shall prevent the combination of such funds and accounts with any other bank account or accounts or investments for other funds and accounts of the City.

B. Investment of Moneys. Moneys, if any, in the Reserve Fund shall be invested in accordance with paragraph (C) of this Section 20 and moneys in any other fund or account not immediately needed may be invested in any Permitted Investment allowed by the laws of the State. The obligations so purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting from such investment shall be charged to such fund or account. The City Finance Director shall present for redemption or sale on the prevailing market any obligations so purchased as an investment of moneys in the fund or account whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

C. Reserve Fund. Moneys, if any, in the Reserve Fund may be invested only in Permitted Investments with a maturity not greater than five years (except for investment agreements approved in writing by the Bond Insurer). The City shall annually, on or about June 1 of each year, commencing on the first June 1 succeeding funding of the Reserve Fund, value the Reserve Fund on the basis of the current fair market value of deposits and investments credited to the Reserve Fund. For purposes of determining the amount on deposit in the Reserve Fund, any Reserve Fund Insurance Policy held by, or the benefit of which is available to, the

City as security for the Bonds shall be deemed to be a deposit in the face amount of the policy or the stated amount of the credit facility provided, except that, if the amount available under a Reserve Fund Insurance Policy has been reduced as a result of a payment having been made thereunder or as a result of the termination, cancellation or failure to such Reserve Fund Insurance Policy and not reinstated or another Reserve Fund Insurance Policy provided, then, in valuing the Reserve Fund, the value of such Reserve Fund Insurance Policy shall be reduced accordingly. If, upon any valuation, the value of the Reserve Fund exceeds the Minimum Reserve, the excess amount shall be withdrawn and deposited into the Bond Fund; if the value is less than the applicable requirement, the City shall replenish such amounts from the first Pledged Revenues thereafter received not required to be otherwise applied or other monies legally available therefor.

At such time as the Bonds are paid in full or are deemed to be paid in full, the amount on deposit in the Reserve Fund may be used to pay the final installments of principal and interest on the Bonds and otherwise may be withdrawn and transferred to the City to be used for any lawful purpose, provided that, if such amounts are used for a purpose other than payment of the Bonds, there shall be delivered an opinion of nationally recognized bond counsel that the purpose for which such funds are to be used is a lawful purpose for which such proceeds may be used under the laws of the State of New Mexico and that such use shall not result in the inclusion of interest on any Bonds in gross income of the recipient thereof for federal income tax purposes.

If moneys have been withdrawn from the Reserve Fund or a payment has been made under a Reserve Fund Insurance Policy constituting all or a portion of the Reserve Fund, and deposited into the Bond Fund to prevent a default on the Bonds, then the City will pay, from Pledged Revenues or other monies legally available therefor, the full amount so withdrawn, together with interest, if any, required under the terms of the Reserve Fund Insurance Policy, or so much as shall be required to restore the Reserve Fund to the Minimum Reserve and to pay such interest, if any. Such repayment shall be made as required by paragraph (F) of Section 19.

The City may in part, or in whole, replace amounts in the Reserve Fund with a Reserve Fund Insurance Policy if the City receives written consent of the Bond Insurer prior to such replacement.

Section 21. First Lien on Pledged Revenues. The Bonds constitute an irrevocable and first lien on the Pledged Revenues.

Section 22. Additional Bonds and Other Obligations Payable from Pledged Revenues.

A. Limitations Upon Issuance of Parity Obligations. Nothing in this Bond Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional bonds or other obligations payable from the Pledged Revenues and constituting a lien upon the Pledged Revenues on a parity with, but not prior or superior to, the lien of the Bonds, nor to prevent the issuance of bonds or other obligations refunding all or a part of the Bonds herein authorized, provided, however, that before any such additional Parity Obligations are issued including those parity lien refunding bonds and other parity lien refunding obligations which refund subordinate lien bonds and other subordinate lien obligations, but not including

parity lien refunding bonds and other parity lien refunding obligations which refund outstanding Parity Obligations as permitted by Sections 23(B)(i) and 23(D)(i):

(i) the City is then current in all of the accumulations required to be made in the Bond Fund and Reserve Fund, if any, pursuant to Section 19; and

(ii) the Pledged Revenues received by the City for the Fiscal Year immediately preceding the date of issuance of such additional Parity Obligations shall have been sufficient to pay an amount representing at least 200% of the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on the then Outstanding Bonds, all other then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding any reserves therefor); provided that if such additional Parity Obligations are issued as variable rate obligations, the highest interest rate allowed by the instruments authorizing such additional Parity Obligations shall be used in making such calculation.

B. Certification or Opinion Regarding Pledged Revenues. A written certificate or opinion by the City Finance Director that the Pledged Revenues are sufficient to pay the required amounts under the test in paragraph (A) of this Section, shall conclusively determine the right of the City to issue additional Parity Obligations. The City Finance Director may utilize the results of any annual audit to the extent it covers the applicable period.

C. Subordinate Obligations Permitted. Nothing contained in this Bond Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional bonds or other obligations payable from the Pledged Revenues and constituting a lien upon the Pledged Revenues subordinate, inferior and junior to the lien on the Bonds.

D. Superior Obligations Prohibited. Nothing contained herein shall be construed so as to permit the City to issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to the Bonds.

Section 23. State-Shared Gross Receipts Tax Refunding Bonds. The provisions of Section 22 are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time after the Bonds, or any part thereof, shall have been issued and remain outstanding, the City shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, such bonds or other obligations, or any part thereof, may be refunded (but only with the consent of the registered owner or owners thereof, unless the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the City's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed (except as provided in Sections 22(C) or 22(D)).

B. Limitations Upon Issuance of Parity Refunding Obligations. No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with the Bonds, unless:

(i) The lien on the Pledged Revenues of the outstanding obligations so refunded is on a parity with the lien thereon of the Bonds; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 22(A).

C. Refunding Part of an Issue. The refunding bonds or other obligations so issued shall enjoy complete equality of lien with the portion of any bonds or other obligations of the same issue which is not refunded, if any there be; and the registered owner or owners of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the registered owner or owners of the bonds or other obligations of the same issue refunded thereby.

D. Limitations Upon Issuance of any Refunding Obligations. Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the City may by ordinance provide, but without any impairment of any contractual obligations imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, without limitation, the Bonds). If only a part of the outstanding Bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the registered owner or owners of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest requirements evidenced by such refunding obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 22(A); or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

Section 24. Equality of Bonds. No Bond shall be entitled to any priority over another in the application of the Pledged Revenues, regardless of the time or times of their issuance, it being the intention of the Commission that there shall be no priority among the Bonds regardless of the fact that they may be actually issued and delivered at different times.

Section 25. Protective Covenants. The City covenants and agrees with each and every registered owner of the Bonds that, so long as any of the Bonds remains Outstanding:

A. Use of Bond Proceeds. The City, with the proceeds derived from the sale of the Bonds, shall proceed without delay to carry out the Project as herein provided.

B. Payment of Bonds. The City shall promptly pay the principal of and the interest of every Bond at the place, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof. Such principal and interest are payable

solely from the Pledged Revenues; provided that nothing herein shall prevent the City, in its discretion, from paying such principal and interest from any other legally available funds.

C. Records. The City shall keep books of record and account, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues.

D. Audits. The City shall, within 180 days following the close of each Fiscal Year, cause an audit of such books and accounts related to the Pledged Revenues to be made by an Independent Accountant unless the audit cannot be conducted within 270 days following the close of each Fiscal Year because the State Auditor or other authority of the State with superintending control of the audit directs that the audit be made by a designated auditor under different time deadlines or by the State Auditor's office and staff, in which case, the City will use its best efforts to have the audit completed as soon as possible following the close of the Fiscal Year.

E. Extending Interest Payments. In order to prevent any accumulation of claims for interest after maturity the City shall not directly or indirectly, extend or assent to the extension of the time for payment of any claim for interest on any of the Bonds, and it shall not directly or indirectly be a party to or approve any arrangement for such extension or for the purpose of keeping alive any of said interest and in case the time for payment of any such interest shall be extended, such installment or installments of interest after such extension or arrangement shall not be entitled in case of default hereunder to the benefit or security of this Bond Ordinance except subject to the prior payment in full of the principal of all Bonds then outstanding, and of matured interest on such Bonds the payment of which not been extended.

F. Performing Duties. The City shall faithfully and punctually perform all duties with respect to the Bonds required by Constitution and laws of the State of New Mexico, and ordinances and resolutions of the City, including but not limited to the proper segregation of the Pledged Revenues and their application to the respective funds and accounts.

G. Other Liens. Other than as described in this Bond Ordinance, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

H. Duty with Respect to Pledged Revenues. If the statutes or any ordinance which materially affects the Pledged Revenues or any part of such ordinances shall ever be held to be invalid or unenforceable, the City shall immediately take any action necessary to produce sufficient Pledged Revenues to comply with the contracted obligations of this Bond Ordinance, except as is provided in Section 25(I).

I. Impairment of Contract. Any law or ordinance or resolution of the City in any manner affecting the Pledged Revenues or the Bonds, or otherwise appertaining thereto, shall not be repealed or otherwise directly or indirectly modified, in such a manner as to impair adversely any Outstanding Bonds, unless the consent of the required percentage of the Owners of the then Outstanding Bonds is obtained pursuant to Section 34.

J. City's Existence. The City shall maintain its corporate identity and existence unless another political subdivision by operation of law succeeds to the duties,

privileges, powers, liabilities, disabilities, immunities and rights of the City, and is obligated by law to receive and distribute the Pledged Revenues in place of the City, without affecting to any substantial degree the privileges and rights of any Owner.

Section 26. Defeasance. When all principal, any applicable prior redemption premium, and interest in connection with the Bonds have been duly paid, the pledge and lien and all obligations hereunder shall thereby be discharged and the Bonds shall no longer be deemed to be Outstanding within the meaning of this Bond Ordinance. There shall be deemed to be such due payment as to any Bond when the Commission has placed in escrow and in trust with a commercial bank located within or without the State and exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may initially be invested) to meet all requirements of principal, interest and any applicable prior redemption premium as the same become due to its maturity or designated redemption date as of which the City shall have exercised or obligated itself to exercise its option to call such Bond. The Federal Securities shall become due prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Commission and such bank at the time of the creation of the escrow or the Federal Securities shall be subject to the redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. Federal Securities within the meaning of this Section 26 shall include only direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which are not callable prior to maturity by the issuer of such obligations.

Section 27. Delegated Powers. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of the Bond Ordinance, including, without limiting the generality of the foregoing, the publication of the summary of publication set out in Section 37 of the Bond Ordinance (with such changes, additions and deletions as they may determine), the distribution of material relating to the Bonds, the printing of the Bonds, the printing, execution and distribution of a Preliminary and final Official Statement, and the execution and delivery of the Bond Purchase Agreement, the Continuing Disclosure Undertaking and of such certificates as may be required by the Purchaser, the Bond Purchase Agreement, or bond counsel. The use and distribution of the Preliminary Official Statement and the Official Statement in connection with the sale of the Bonds to the public is hereby ratified, authorized, approved and acknowledged.

The City Manager, or her successor in interest, is hereby authorized and directed to make such changes or corrections to the procedures established in the Bond Ordinance relating to the times of day or the days on which actions are required to be taken, or the persons responsible for particular actions, the form of notice of the occurrence of events, the types and forms of actions required and other similar administrative matters which, in her judgment, are necessary and appropriate to accomplish the purposes of the Bond Ordinance. The Manager, or her successor in interest or title, shall give notice of any such changes or corrections to all persons affected thereby, to Bond Counsel for the City and shall file with the City Clerk-Treasurer a certificate of such changes and corrections.

Pursuant to the Supplemental Public Securities Act, Section 6-14-8 et seq., NMSA 1978, the Mayor and Manager are each hereby delegated authority to execute the Bond

Purchase Agreement, the Sale Certificate and to determine any or all of the final terms of the Bonds, subject to the parameters and conditions contained in this Bond Ordinance. The Mayor or Manager shall present the Sale Certificate to the Commission in a timely manner, before or after delivery of the Bonds, at a regularly scheduled public meeting of the Commission.

Section 28. Events of Default. Each of the following events is an "Event of Default":

A. Nonpayment of Principal. Any payment of the principal of any of the Bonds is not made when due and payable, either at maturity, by proceedings for prior redemption, or otherwise.

B. Nonpayment of Interest. Any payment of any installment of interest on the Bonds is not made when the same becomes due and payable or within 30 days thereafter.

C. Default of any Provision. Any failure by the City to observe or perform any covenant, condition or agreement on its part to be observed or performed (other than as referred to in Section 28(A) or Section 28(B)), which failure continues for a period of 60 days after written notice specifying the failure and requesting that it be remedied has been given to the City by the Owners of 25% in principal amount of the Bonds then Outstanding.

D. Bankruptcy or Insolvency of City. (1) The City shall (a) apply for or consent to the appointment of or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the City or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code, or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, or reorganization or (2) a proceeding or case shall be commenced, without application or consent of the City, in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the City, (b) appointment of a trustee, receiver, custodian, liquidator or the like of the City or of all or a substantial part of its assets, or (c) similar relief in respect of the City under any law relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts.

Section 29. Remedies Upon Default. Upon the occurrence and during the continuance of any Event of Default, the Owners of not less than 25% in principal amount of the Bonds then Outstanding, including but not limited to a trustee or trustees therefor, may proceed against the City, the Commission, and its agents, officers and employees to protect and enforce the rights of any Owner under this Bond Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for specific performance of any covenant or agreement contained herein or in an award or execution of any power herein granted for the enforcement of any power, legal or equitable remedy as such Owners may deem most effectual to protect and enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any registered owner, or to require the Commission to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds then Outstanding. The failure of any Owner to so proceed shall not relieve the City or any of its officers, agents or employees of any liability for failure to perform any duty. Each right or privilege or any Owner (or trustee thereof) is in

addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 30. Duties Upon Default. Upon the occurrence and during the continuance of any Event of Default, the City shall do and perform all proper acts on behalf of and for the Owners to protect and preserve the security created for the payment of the principal of and interest on the Bonds promptly as the same become due. In the event the City fails or refuses to proceed as provided in this Section 30, the registered Owners of not less than 25% in principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of the Owners as hereinabove provided.

Section 31. Federal Tax Matters.

A. Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The City has no "subordinate entities" with authority to issue tax-exempt obligations within the meaning of that Section of the Code. In that connection, the Commission hereby covenants that the Commission in or during the calendar year in which the Bonds are issued, (i) will not designate as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code tax-exempt obligations, including the Bonds, in an aggregate principal amount in excess of ten million dollars and (ii) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of the Code, including the Bonds and any qualified 501(c)(3) bonds as defined in Section 145 of the Code (but excluding obligations, other than qualified 501(c)(3) bonds, that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding ten million dollars.

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

C. Rebate Fund. In furtherance of the covenants set forth in the preceding paragraph, the City hereby establishes a fund separate from any other funds established and maintained hereunder designated as the Rebate Fund (the "Rebate Fund"). Money and investments in the Rebate Fund shall not be used for the payment of the Bonds and amounts credited to the Rebate Fund shall be free and clear under any pledge under this Bond Ordinance. Money in the Rebate Fund shall be invested pursuant to the procedure that in a manner provided

in Section 20 for investment of money, and all amounts on deposit in the Rebate Fund shall be held by the City, or a designated trustee, in trust, to the extent required to pay rebatable arbitrage to the United States of America. The City shall unconditionally be entitled to accept and rely upon the recommendation, advice, calculation and opinion of an accounting firm or other person or firm with knowledge of or experience in advising with respect to the provisions of the Code relating to rebatable arbitrage. The City shall remit all rebate installments and the final rebate payment to the United States of America as required by the provisions of the Code. Any moneys remaining in the Rebate Fund after redemption and payment of all the Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and remitted first to the Bond Insurer to the extent of any amounts owed to the Bond Insurer and then to the City.

Section 32. Severability. If any section, paragraph, clause or provision shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

Section 33. Repealer Clause. All ordinances or resolutions or parts of ordinances or resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution or part of any ordinance or resolution heretofore repealed.

Section 34. Amendment. This Bond Ordinance may be amended without the consent of the holder of any Bond to cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained herein, to add to the covenants and agreements in this Bond Ordinance for the protection or benefit of the Owners, to subject to this Bond Ordinance additional revenues, properties or collateral, to comply with the provisions of the Code, or to comply with any rule or regulation of the Securities and Exchange Commission relating to the Bonds. Except as provided above, this Bond Ordinance may be amended or supplemented by ordinance adopted by the Commission in accordance with the laws of the State, without receipt by the City of any additional consideration but with the written consent of the Owners of 75% of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance; provided, however, that no such ordinance (without the consent of the registered owners of all of the Bonds authorized by this Bond Ordinance and outstanding at the time of adoption of such amendatory or supplemental ordinance) shall have the effect of permitting:

- A. An extension of the maturity of any Bond; or
- B. A reduction in the principal amount of any Bond, the rate of interest thereon or the prior redemption premium due in connection therewith; or
- C. The creation of a lien upon or pledge of Pledged Revenues ranking prior to the lien or pledge created by this Bond Ordinance; or
- D. A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental ordinance; or
- E. The establishment of priorities as between Bonds issued and outstanding under the provisions of this Bond Ordinance; or

F. The modification of or otherwise affecting the rights of the registered owners of less than all of the Bonds then outstanding.

Notwithstanding the foregoing, prior to the issuance of the Bonds, this Bond Ordinance may be amended by resolution of the City Commission to cure, correct or supplement any defect or inconsistent provision contained herein.

Section 35. Payment Due on Other Than Business Days. In any case where the date of payment of principal, premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds, or the date for performing any act or exercising any right, shall be a day other than a business day, then payment of interest or principal and premium, if any, or the performance of such act or exercise of such right need not be made on such date but may be made on the next succeeding business day with the same force and effect as if it had been made on the date scheduled for such payment, performance, or exercise.

Section 36. Bond Ordinance Irrepealable. After any of the Bonds are issued, this Bond Ordinance shall be and remain irrepealable until the Bonds and interest thereon shall be fully paid, cancelled and discharged as therein provided, or have been deemed paid as provided in Section 26.

Section 37. Publication of Bond Ordinance. The following notice shall be published one time in the *Sierra County Sentinel*, being a legal newspaper published and of general circulation in the City, as soon as is practicable following the adoption hereof:

(Form of Notice of Adoption)

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE NO. 756

Notice is given of the adoption by the City Commission of the City of Truth or Consequences, New Mexico of its Ordinance No. 756 on November 8, 2023, relating to City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023. The title of the Ordinance is:

AUTHORIZING THE ISSUANCE AND SALE OF THE CIT OF TRUTH OR CONSEQUENCES, NEW MEXICO GROSS RECEIPTS TAX IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2023 IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,500,000 FOR THE PURPOSE TO (1) ACQUIRE, CONSTRUCT, FURNISH, EQUIP, BEAUTIFY AND IMPROVE A PUBLIC SAFETY BUILDING FOR THE BENEFIT OF THE CITY AND ITS RESIDENTS, (2) TO REFINANCE, PAY AND DISCHARGE CERTAIN OF THE CITY'S OUTSTANDING LOAN AGREEMENTS WITH THE NEW MEXICO FINANCE AUTHORITY, AND (3) PAY COSTS OF ISSUANCE OF THE SERIES 2023 BONDS; PROVIDING THAT THE SERIES 2023 BONDS WILL BE PAYABLE AND COLLECTIBLE FROM AND SECURED BY A

PLEDGE OF THE GROSS RECEIPTS TAX DISTRIBUTED TO THE CITY PURSUANT TO SECTION 7-1-6.4 NMSA 1978, AS AMENDED; PROVIDING FOR THE DISPOSITION OF THE RECEIPTS DERIVED FROM SAID TAX PROCEEDS; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE SERIES 2023 BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE TERMS AND OTHER DETAILS CONCERNING THE SERIES 2023 BONDS; PROVIDING FOR CERTAIN DOCUMENTS PERTAINING TO THE SERIES 2023 BONDS; RATIFYING ACTION PREVIOUSLY TAKEN; REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUE AND SALE OF THE SERIES 2023 BONDS.

The title sets forth a general summary of the subject matter contained in the ordinance.

Complete copies of the ordinance are on file in the Office of the City Clerk-Treasurer and are available for inspection and/or purchase during regular office hours. This Notice constitutes compliance with Sections 6-14-4 through 6-14-7 NMSA 1978.

(End of Form of Notice of Adoption)

Section 38. Interested Parties. Nothing in this Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Registrar, the Paying Agent, the Purchaser, the Bond Insurer and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Bond Ordinance or any covenant, condition or stipulation hereof.

Section 39. Limitation on City's Liability. NOTWITHSTANDING ANY PROVISION OF THIS BOND ORDINANCE TO THE CONTRARY, THE OBLIGATIONS OF THE CITY UNDER THIS BOND ORDINANCE ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND CERTAIN PROCEEDS OF THE SALE OF THE BONDS. NEITHER THE FAITH AND CREDIT, NOR THE TAXING POWER OF THE STATE OF NEW MEXICO OR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE CITY, IS PLEDGED TO THE PAYMENT OR PERFORMANCE OF SUCH OBLIGATIONS. NO AGREEMENTS OR PROVISIONS CONTAINED IN THIS BOND ORDINANCE OR ANY OTHER DOCUMENT OR INSTRUMENT RELATED TO THE BONDS SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE CITY, ITS OFFICERS, ITS EMPLOYEES OR MEMBERS OF ITS GOVERNING BODY OR CONSTITUTE A CHARGE AGAINST THE CITY'S GENERAL CREDIT, OR OBLIGATE THE CITY FINANCIALLY IN ANY WAY, EXCEPT WITH RESPECT TO THE PLEDGED REVENUES, AND THEIR APPLICATION AS PROVIDED IN THIS BOND ORDINANCE. NO FAILURE OF THE CITY TO COMPLY WITH ANY TERMS, COVENANTS OR AGREEMENTS IN THIS BOND ORDINANCE OR IN ANY OTHER DOCUMENT OR INSTRUMENT RELATED TO THE BONDS SHALL SUBJECT THE CITY, ITS OFFICERS, ITS EMPLOYEES OR MEMBERS OF ITS GOVERNING BODY TO ANY PECUNIARY CHARGE OR LIABILITY EXCEPT TO THE EXTENT THAT THE

SAME CAN BE PAID OR RECOVERED FROM THE PLEDGED REVENUES AND CERTAIN PROCEEDS OF THE SALE OF THE BONDS.

Section 40. Governing Law. All rights and obligations of the parties with respect to the Bonds and this Bond Ordinance shall be construed, enforced, and interpreted according to the laws of the State. Venue with regard to any action relating to the Bonds or this Bond Ordinance shall be in federal or state district court located in the State.

[Signature Page Follows]

PASSED, APPROVED, AND ADOPTED THIS 15TH DAY OF NOVEMBER, 2023.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Amanda Forrister, Mayor

[SEAL]

ATTEST:

Angela A. Torres, City Clerk

Commissioner _____ then moved that the ordinance as filed with the City Clerk-Treasurer at this meeting be passed and adopted. Commissioner _____ seconded the motion.

The question being upon the passage and adoption of the ordinance, the motion was voted upon with the following result:

Those Voting Yea:

Those Voting Nay:

Those Absent:

The Mayor thereupon declared that at least three-fourths of all the members of that Commission having voted in favor thereof, the motion was carried and the ordinance duly passed and adopted.

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

Dated this 8th day of November, 2023.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: H1.

SUBJECT: Resolution Amendment Establishing Legal Holidays for 2024

DEPARTMENT: City Manager's Office

DATE SUBMITTED: October 26, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

Resolution amendment establishing, designating, and declaring legal holidays for 2024. December 24th, 2024 is noted twice. It should say December 24th and 25th.

Recommendation:

Approve

Attachments:

- Resolution Amendment
- -

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 11-15-2023

Amendment to Resolution 16 23/24

A RESOLUTION ESTABLISHING
LEGAL HOLIDAYS

WHEREAS, the City of Truth or Consequences Commission met in regular session on October 25, 2023 and

WHEREAS, the City of Truth or Consequences board deems it necessary to designate and declare specific days as legal holidays, now;

THEREFORE BE IT RESOLVED, that the City of Truth or Consequences board declares the following legal holidays to be observed;

New Year's Day/Eve	will be observed on Monday	January 1, 2024
Martin Luther King Jr. Day	will be observed on Monday	January 15, 2024
Presidents Day	will be observed on Monday	February 19, 2024
Spring Day – 4 Hours	will be observed on Friday	March 29, 2024
Fiesta Day – 4 Hours	will be observed on Friday	May 3, 2024
Memorial Day	will be observed on Monday	May 27, 2024
Juneteenth	will be observed on Wednesday	June 19, 2024
Independence Day	will be observed on Thursday	July 4, 2024
Labor Day	will be observed on Monday	September 2, 2024
Indigenous People Day	will be observed on Monday	October 14, 2024
Veterans Day	will be observed on Monday	November 11, 2024
Thanksgiving Day	will be observed on Thursday	November 28, 2024
Day after Thanksgiving	will be observed on Friday	November 29, 2024
Christmas Eve	will be observed on Tuesday	December 24, 2024
Christmas Day	will be observed on Wednesday	December 25, 2024
New Year's Day/Eve	will be observed on Wednesday	January 1, 2025

Holidays are paid at 8 or 4 hrs. time and a half if worked and straight 8 or 4 hrs. if not working.

Total of 112 hours of holiday time for the year.

PASSED, APPROVED AND ADOPTED this 15th day of November, 2023

ATTEST:

Amanda Forrister-Mayor

Angela Torres-City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: H.2

SUBJECT: Resolution No. 20 23/24 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: November 8, 2023

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Kristie Wilson, 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. 20 23/24 Budget Adjustment Requests for Fiscal Year 2023-2024

Attachments:

Resolution No 20 23/24

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 11-15-2023



RESOLUTION NO. 20 23/24

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2023-2024.

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

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2023-2024; and

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

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

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

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

PASSED, ADOPTED and APPROVED this **15th day of November, 2023**.

Amanda Forrister, 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: 2023-24 11/15/2023
DFA Resolution Number: 20 23/24
BAR NUMBER 3

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1099-37371	Donation	Revenue	\$ 400.00	\$ 1,175		\$ 1,575	Animal Shelter Donations - for Shelter Needs
1	101	101-1008-44607	Field Supplies	Expense	\$ 13,400.00	\$ 1,175		\$ 14,575	Animal Shelter Donations - for Shelter Needs
2	298	298-2103-37394	PD Donations	Revenue	\$ 1,330	\$ 1,852		\$ 3,152	Donations for Shop with a Cop
2	298	298-2103-45607	Misc. Exp.	Expense	\$ 10,339	\$ 1,852		\$ 12,188	Donations for Shop with a Cop
3	101	101-1099-32380	Local/State Grants	Revenue	\$ 1,147,319		\$ (445,500)	\$ 701,819	Animal Shelter Grant 23-H3214 - \$4,500 for Art in Public Places (wrong acct)
3	101	101-1006-80805	Capital Improvements Buildings & Structures	Expense	\$ 445,500		\$ (445,500)	\$ -	Animal Shelter Grant 23-H3214 - \$4,500 for Art in Public Places (wrong acct)
3	101	101-1006-44613	Non Capital	Expense	\$ 4,500		\$ (4,500)	\$ -	Animal Shelter Grant 23-H3214 - \$4,500 for Art in Public Places (wrong acct)
3	305	305-7029-32380	Local/State Grants	Revenue	\$ -	\$ 445,500		\$ 445,500	Animal Shelter Grant 23-H3214 - \$4,500 for Art in Public Places (correct acct)
3	305	305-7029-80805	Capital Improvements Buildings & Structures	Expense	\$ -	\$ 445,500		\$ 445,500	Animal Shelter Grant 23-H3214 - \$4,500 for Art in Public Places (correct acct)
3	305	305-7029-44613	Non Capital	Expense	\$ -	\$ 4,500		\$ 4,500	Animal Shelter Grant 23-H3214 - \$4,500 for Art in Public Places (correct acct)
3	305	305-7029-39935	Transfer In	Revenue	\$ -	\$ 445,500		\$ 445,500	Transfer in to cover costs until reimbursements come in
3	101	101-1099-49930	Transfer Out	Expense	\$ -	\$ 445,500		\$ 445,500	Transfer Out to cover costs until reimbursements come in
3	101	101-1099-39935	Transfer In	Revenue	\$ -	\$ 445,500		\$ 445,500	Transfer in to pay back GF
3	305	305-7029-39935	Transfer Out	Expense	\$ -	\$ 445,500		\$ 445,500	Transfer Out to pay back GF
4	216	216-4503-48598	Professional Services	Expense	\$ -	\$ 22,500		\$ 22,500	Street Asset Plan
4	216	216-4503-43770	Subs & Dues	Expense	\$ -	\$ 5,540		\$ 5,540	Street Asset Plan Annual Subscription Fee
5	101	101-1099-38372	Insurance Recoveries	Revenue	\$ -	\$ 30,531		\$ 30,531	PD Insurance recovery from 11/15/22 #2023030169
6	293	293-5103-44810	Columbarium Expenses	Expense	\$ -	\$ 600		\$ 600	Interment & Name plate engraving
7	301	301-3503-45555	Misc Exp	Expense	\$ -	\$ 2,252		\$ 2,252	Pay back Impact fees - Drake Wehrs March 2022
8	315	315-9003-80860	Infrastructure	Expense	\$ -	\$ 50,000		\$ 50,000	Meadow Water line & Street project
9	403	403-1203-49930	Transfer Out	Expense	\$ -	\$ 62,383		\$ 62,383	Transfer Out of Loan PPRF-4998 for reimbursements 13,14, & 15
9	315	315-8001-39935	Transfer In	Revenue	\$ -	\$ 52,087		\$ 52,087	Transfer in of Loan PPRF-4998 for reimbursements 13 & 14
9	315	315-8005-39935	Transfer In	Revenue	\$ -	\$ 10,295		\$ 10,295	Transfer in of Loan PPRF-4998 for reimbursement 15
10	101	101-1099-32380	Local/State Grants	Revenue	\$ 1,147,319	\$ 228,000		\$ 1,372,319	Law Enforcement Recruitment #23-ZH5048-96 1st year disbursement (Res. No. 18 23/24)
10	101	101-1007-40110	Full Time Wages	Expense	\$ 931,399	\$ 143,152		\$ 1,074,551	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41205	FICA - Regular	Expense	\$ 11,506	\$ 8,875		\$ 20,381	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41210	FICA - Medicare	Expense	\$ 13,384	\$ 2,079		\$ 15,460	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41215	PERA	Expense	\$ 159,456	\$ 15,460		\$ 174,916	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41225	Health Insurance	Expense	\$ 191,913	\$ 40,464		\$ 232,377	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41226	Retiree Insurance	Expense	\$ 31,426	\$ 5,368		\$ 36,794	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41235	Unemployment Ins.	Expense	\$ 500	\$ 182		\$ 662	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41240	Worker's Comp Assess	Expense	\$ 190	\$ 30		\$ 190	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Amanda Forrister, Mayor

(Date)

DOCUMENT #1

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, October 12, 2023 10:04 AM
To: Manning, Tara; Kerin Salcedo; Procurement
Subject: ANIMAL SHELTER DONATION FW: Receipt #R00321566
Attachments: BP-70C36_20231012_105250.pdf

-----Original Message-----

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Thursday, October 12, 2023 9:01 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00321566

CITY OF TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequences, NM 87901

DATE : 10/12/2023 9:21 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00321566
ANPND ANIMAL POUND FEES
ANIMAL SHELTER 10/11/2023 95.10
101-1099-34343 -95.10

DON CITY DONATION
ANIMAL SHELTER FRATERNAL ORDER OF EAGLES # 4308 SHELTER NEEDS 1000.00
101-1099-37371 -1000.00

DON CITY DONATION
ANIMAL SHELTER MARK PLEWS SHELTER NEEDS 50.00
101-1099-37371 -50.00

Check 50.00 REF:6571
Check 1000.00 REF:1063
Cash 95.10



Truth or Consequences Animal Shelter

Donation Form

Donor Information

Your personal information is kept confidential.

Name: Fraternas Order of Eagles #4308

Mailing Address: PO Box 43

City: Caballo State: NM Zip: 87430

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: \$ 1000.00

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other _____

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: didn't want to sign

Receipt Number: 564

Donation Received

Name: Tara Manning

Signature: Tara Manning

Date: 10/11/2023

AR CODE- DON



Truth or Consequences Animal Shelter

Donation Form

Donor Information

Your personal information is kept confidential.

Name: Mark Plevins

Mailing Address: 560 Maslane St

City: Moskogan State: MT Zip: 49442

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: \$ 50.00

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: mailed check

Receipt Number: 563

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 10/11/2023

AR CODE- DON

Kerin Salcedo

From: LeClair, Chelsea
Sent: Tuesday, October 17, 2023 9:46 AM
To: Kerin Salcedo; Procurement
Cc: Manning, Tara
Subject: DONATION ANIMAL SHELTER NEEDS ROBERT BERRIDGE FW: Receipt #R00322160
Attachments: BP-70C36_20231017_102453.pdf

-----Original Message-----

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Tuesday, October 17, 2023 9:02 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00322160

CITY OF TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequences, NM 87901

DATE : 10/17/2023 10:00 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00322160
ANPND ANIMAL POUND FEES
ANIMAL SHELTER 10/16/2023 142.65
101-1099-34343 -142.65

DON CITY DONATION
ANIMAL SHELTER NEEDS ROBERT BERRIDGE 100.00
101-1099-37371 -100.00

Check 100.00 REF:3366
Cash 142.65



Truth or Consequences Animal Shelter

Donation Form

Donor Information

Your personal information is kept confidential.

Name: Robert Berridge

Mailing Address: PO Box 104

City: Garfield State: NM Zip: 87936

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: \$ 100.00

Please circle one of the following:

☒ Check ☐ Cash
(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

☒ Animal Shelter Needs or other
(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: mailed check

Receipt Number:

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 10/16/2023

AR CODE- DON

Kerin Salcedo

From: LeClair, Chelsea
Sent: Tuesday, October 24, 2023 10:20 AM
To: Manning, Tara
Cc: Kerin Salcedo; Procurement
Subject: ANIMAL SHELTER DONATION 10/23/203 SHELTER NEEDS FW: Receipt #R00322891
Attachments: BP-70C36_20231024_110614.pdf

-----Original Message-----

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Tuesday, October 24, 2023 8:55 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00322891

CITY OF TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequences, NM 87901

DATE : 10/24/2023 9:53 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00322891
ANPND ANIMAL POUND FEES
ANIMAL SHELTER 10/23/2023 97.65
101-1099-34343 -97.65

DON CITY DONATION
ANIMAL SHELTER DONATION 10/23/203 SHELTER NEEDS 25.00
101-1099-37371 -25.00

Check 25.00 REF:2922
Cash 97.65



Truth or Consequences Animal Shelter

Donation Form

Donor Information

Your personal information is kept confidential.

Name: Tresa Berridge

Mailing Address: 9 Snow Shoe Cove

City: Silver City State: NM Zip: 88061

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: \$ 25.00

Please circle one of the following:

Check

Cash

(Checks should be made out to T or C Animal Shelter.)

Please specify use of donation:

Animal Shelter Needs or other

(When animal shelter needs is selected, donations will be used at the discretion of the animal shelter staff.)

Signature: mailed check

Receipt Number: 580

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 10/23/2023

AR CODE- DON

DOCUMENT #2

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, October 12, 2023 10:05 AM
To: Froese, Casey; Knull, Deanna; Procurement; Kerin Salcedo
Subject: SHOP W A COP DONATIONFW: Receipt #R00321585
Attachments: BP-70C36_20231012_105327.pdf

-----Original Message-----

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Thursday, October 12, 2023 9:08 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00321585

CITY OF TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequences, NM 87901

DATE : 10/12/2023 10:06 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00321585
PRINT PRINTING & COPYING FEES
POLICE 10/12/2023 8.00
101-1099-34346 -8.00

PDDMC PD DONATIONS (MISC DONATIONS)
CITY ON A HILL ELECTRIC SHOP WITH A COP 300.00
298-2103-37394 -300.00

Check 300.00 REF:1238
Check 8.00 REF:18858

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: City on a Hill Electric

Mailing Address: 615 Birch St.

City: Truth or Consequences State: NM Zip: 87901

Email: _____

Phone: 575-740-3546

Signature: _____

Donation Information

Total Amount Enclosed: \$ 300.00

Please circle one of the following:

Check

Cash

(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 996763

Donation Received

Name: Deanna Knull

Signature: Deanna K Knull

Date: 10/11/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Tuesday, October 17, 2023 9:45 AM
To: Kerin Salcedo; Procurement; Froese, Casey; Knull, Deanna
Subject: SHOP W A COP THE ESCROW COMPANY LLC W: Receipt #R00322159
Attachments: BP-70C36_20231017_102425.pdf

-----Original Message-----

From: noreply@Incode.tylerhosting.cloud <noreply@Incode.tylerhosting.cloud>
Sent: Tuesday, October 17, 2023 8:51 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00322159

CITY OF TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequences, NM 87901

DATE : 10/17/2023 9:49 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00322159
PRINT PRINTING & COPYING FEES
POLICE 10/16/2023 8.00
101-1099-34346 -8.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W A COP THE ESCROW COMPANY LLC 200.00
298-2103-37394 -200.00

Check 4.00 REF:2279082413
Check 200.00 REF:5156
Cash 4.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: The Escrow Company LLC

Mailing Address: PO Drawer 1320

City: Truth or Consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: \$ 200.00

Please circle one of the following:

Check

Cash

(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

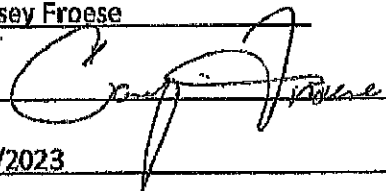
For City Police Needs or others Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 996767

Donation Received

Name: Casey Froese

Signature: 

Date: 10/16/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Friday, October 20, 2023 11:49 AM
To: Kerin Salcedo; Procurement; Froese, Casey; Knull, Deanna
Subject: SHOP W COP CELEB COOPER MINISTRIES FW: Receipt #R00322584
Attachments: BP-70C36_20231020_123216.pdf

-----Original Message-----

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Friday, October 20, 2023 11:40 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00322584

CITY OF TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequences, NM 87901

DATE : 10/20/2023 12:37 PM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00322584
PRINT PRINTING & COPYING FEES
POLICE 10/20/2023 5.00
101-1099-34346 -5.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W COP CELEB COOPER MINISTRIES 200.00
298-2103-37394 -200.00

Check 200.00 REF:162
Cash 5.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Caleb Cooper Ministries

Mailing Address: PO BOX 858

City: Elephant Butte State: NM Zip: 87935

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: \$ 200.00

Please circle one of the following:

Check

Cash

(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

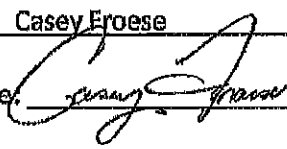
For City Police Needs or others Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 996773

Donation Received

Name: Casey Froese

Signature: 

Date: 10/19/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Monday, October 23, 2023 9:42 AM
To: Kerin Salcedo; Procurement; Froese, Casey; Knull, Deanna
Subject: FSHOP W A COP NEW HOPE REVIVAL CHURCH W: Receipt #R00322729
Attachments: BP-70C36_20231023_101236.pdf

-----Original Message-----

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Monday, October 23, 2023 9:11 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00322729

CITY OF TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequences, NM 87901

DATE : 10/23/2023 10:09 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00322729
PRINT PRINTING & COPYING FEES
POLICE 10/20/2023 3.00
101-1099-34346 -3.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W A COP NEW HOPE REVIVAL CHURCH 300.00
298-2103-37394 -300.00

Check 300.00 REF:3047
Cash 3.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: New Hope Revival Church

Mailing Address: 800 E 3rd Ave

City: Truth or Consequences State: NM Zip: 87901

Email: _____

Phone: (575)894-3771

Signature: _____

Donation Information

Total Amount Enclosed: \$ 300.00

Please circle one of the following:

Check

Cash

(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 996774

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 10/20/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Tuesday, October 31, 2023 10:40 AM
To: Kerin Salcedo; Procurement; Froese, Casey; Knull, Deanna
Subject: SHOP W COP DONATION FW: Receipt #R00323569
Attachments: BP-70C36_20231031_113107.pdf

-----Original Message-----

From: noreply@lncode.tylerhosting.cloud <noreply@lncode.tylerhosting.cloud>
Sent: Tuesday, October 31, 2023 10:32 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00323569

CITY OF TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequences, NM 87901

DATE : 10/31/2023 11:30 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00323569
PDDMC PD DONATIONS (MISC DONATIONS)
DONATION JAR PD SHOP W COP 31.77
298-2103-37394 -31.77

PDDMC PD DONATIONS (MISC DONATIONS)
MILE MARKER 7 SHOP WITH A COP 720.00
298-2103-37394 -720.00

PRINT PRINTING & COPYING FEES
POLICE 10/30/2023 9.00
101-1099-34346 -9.00

Check 4.00 REF:2315301861
Cash 756.77

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Donation Jar

Mailing Address: Police Department 507 McAdoo

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: \$ 31.77

Please circle one of the following:

Check

Cash

(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: _____

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 10/30/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, November 2, 2023 11:09 AM
To: Kerin Salcedo; Procurement; Froese, Casey; Knull, Deanna
Subject: PD DONATION SHOP W COP FW: Receipt #R00323882
Attachments: BP-70C36_20231102_114039.pdf

-----Original Message-----

From: noreply@Incode.tylerhosting.cloud <noreply@Incode.tylerhosting.cloud>
Sent: Thursday, November 2, 2023 9:53 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00323882

CITY OF TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequences, NM 87901

DATE : 11/2/2023 10:50 AM
OPER : CL
TKBY : CL
TERM : 9
RECH# : R00323882
PRINT PRINTING & COPYING FEES
POLICE 11/1/2023 13.00
101-1099-34346 -13.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W COP KERIN SALCEDO 100.00
298-2103-37394 -100.00

Check 3.00 REF:2337703862
Cash 110.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Kerin Salcedo

Mailing Address:

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: \$ 100

Please circle one of the following:

Check

Cash

(Checks should be made out to City of Truth or Consequences.)

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

(When City needs is selected, donations will be used at the discretion of the City Staff.)

Receipt Number: 996789

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 11/01/2023

DOCUMENT #3

Kerin Salcedo

From: Gonzales, Angela
Sent: Thursday, October 19, 2023 8:35 AM
To: Wilson, Kristie; Kerin Salcedo
Cc: Traci Alvarez
Subject: FW: Line Item needed - Animal Shelter

Kristie

The projects need to go into the capital projects fund (300 fund) create and add them for action by the Board of Commissioners in November. Do not add the animal shelter appropriation to the animal shelters general fund as it makes it difficult to track the appropriation expenses as they are mixed into the animal shelter's everyday expenses. There is plenty of room in the 300 fund to create a department for all the special projects and as Kerin stated that is what Carol was doing and she was correct in pulling the special appropriations away from the daily expense budgets for the respective department.

The same will be done in the FY 25 budget for the street budget. There are three appropriations that need to be separated in the future out of the street department and into a department in the capital fund.

Thank you
Angie

Angie Gonzales
City Manager
agonzales@torcnm.org
Office: 575-894-6681
Cell: 575-740-7649



NOV. BAR
305 - fund
TRANSFER IN 305
TRANSFER OUT 101
REV - GRANTS

From: Traci Alvarez <talvarez@torcnm.org>
Sent: Wednesday, October 18, 2023 11:16 AM
To: Kerin Salcedo <ksalcedo@torcnm.org>
Cc: Wilson, Kristie <kwilson@torcnm.org>; Gonzales, Angela <agonzales@torcnm.org>
Subject: RE: Line Item needed - Animal Shelter

Thank you,
Can I still enter the animal shelter PO to get this process started with the architect?

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901



From: Kerin Salcedo <ksalcedo@torcnm.org>
Sent: Wednesday, October 18, 2023 9:10 AM
To: Traci Alvarez <talvarez@torcnm.org>
Cc: Wilson, Kristie <kwilson@torcnm.org>; Gonzales, Angela <agonzales@torcnm.org>
Subject: RE: Line Item needed - Animal Shelter

Good Morning Traci.

Happy Wednesday. 😊

I'm sorry I haven't created it yet. 😞 Carol started to put your enterprise projects into 315 CI Reserve because that was where the money was. We have the Ralph Edwards project and now the Animal Shelter in the General Fund under their departments. The Street projects are in the 216 fund and the airport projects are in 312. The General fund should be able to support the departments while waiting for reimbursements to come in.

I can change it to 315 if you want me too. We will have to bring it to the commission to change the Fund if that is what you want us to do.

Thank You,

Kerin Salcedo
Accounting Officer
City of Truth or Consequences
575-740-7336

From: Traci Alvarez <talvarez@torcnm.org>
Sent: Tuesday, October 17, 2023 5:13 PM
To: Kerin Salcedo <ksalcedo@torcnm.org>
Cc: Wilson, Kristie <kwilson@torcnm.org>
Subject: RE: Line Item needed - Animal Shelter

Thank you Kerin – I don't have access to that line item. I thought we were putting my projects in the 300 funds to keep them separated from Department Budgets? Has that changed?

Thank you,
Traci

Traci Alvarez
Assistant City Manager
City of Truth or Consequences



[illegible]

Project Number	13-L-1783					Revenue	305-6003-34375		
Project Name	Animal Shelter					Expenditure	305-6003-60820		
Grant Amount	\$ 100,000.00			SCCOG Admin		Award Date	3/17/2014		
Date Report Printed	10/19/2023 8:43					Expiration Date	6/30/2017		
						Closed Date			
EXPENDITURES									
Invoice Date	Invoice No.	Balance Forward	Amount this Voucher	Total Expenditures	Current Balance	Vendor	Date Paid	Check No.	
11/13/2015	1	\$ 100,000.00	\$ 10,100.00	\$ 10,100.00	\$ 89,900.00	NM Humane Society	11/13/2015	133076	
4/4/2017	16546	\$ 89,900.00	\$ 30,798.69	\$ 40,898.69	\$ 59,101.31	NCA Arch, Inc.	4/21/2017	136448	
5/24/2017	16570	\$ 59,101.31	\$ 11,858.03	\$ 52,756.72	\$ 47,243.28	NCA Arch, Inc.	5/26/2017	136712	
5/30/2017	Pay 1 (part)	\$ 47,243.28	\$ 47,243.28	\$ 100,000.00	\$ -	Smithco Const.	5/26/2017	136723	
Reimbursement									
	Application No.	Balance Forward	Amount this Voucher	Total Reimbursements	Current Balance	Vendor	Date Received	Check No.	
1/5/2016	1	\$ 100,000.00	\$ 10,100.00	\$ 10,100.00	\$ 89,900.00	Submitted by SCCOG	3/6/2017		
5/30/2017	2	\$ 89,900.00	\$ 30,798.69	\$ 40,898.69	\$ 59,101.31	State of NM	6/28/2017	ACH	
5/30/2017	3	\$ 59,101.31	\$ 59,101.31	\$ 100,000.00	\$ -	State of NM	6/28/2017	ACH	
		\$ -		\$ 100,000.00	\$ -				

Project Number	16-A2512				Revenue	305-6003-34375
Project Name	STB Animal Shelter				Expenditure	305-6003-60820
Construction Portion	99,990.00					
AIPP Portion	1,010.00					
Grant Amount	\$ 101,000.00	100%			Award Date	4/25/2017
State/Local Amount	\$ -				Expiration Date	6/30/2020
Date Report Printed	10/19/2023				Closed Date	

CITY PAID EXPENDITURES

Invoice Date	Invoice No.	Balance Forward	Amount this Voucher	Total Expenditures	Current Balance	Vendor	Date Paid	Check No.
10/31/2017	Part of 6	\$ 101,000.00	\$ 30,525.68	\$ 30,525.68	\$ 70,474.32	Smithco Constr.	11/3/2017	137840
11/27/2017	Pay 7	\$ 70,474.32	\$ 48,807.03	\$ 79,332.71	\$ 21,667.29	Smithco Constr.	12/11/2017	138091
		\$ 21,667.29		\$ 79,332.71	\$ 21,667.29			
		\$ 21,667.29		\$ 79,332.71	\$ 21,667.29			
		\$ 21,667.29		\$ 79,332.71	\$ 21,667.29			
		\$ 21,667.29		\$ 79,332.71	\$ 21,667.29			
		\$ 21,667.29		\$ 79,332.71	\$ 21,667.29			
		\$ 21,667.29		\$ 79,332.71	\$ 21,667.29			
		\$ 21,667.29		\$ 79,332.71	\$ 21,667.29			
		\$ 21,667.29		\$ 79,332.71	\$ 21,667.29			
		\$ 21,667.29		\$ 79,332.71	\$ 21,667.29			
		\$ 21,667.29		\$ 79,332.71	\$ 21,667.29			
		\$ 21,667.29		\$ 79,332.71	\$ 21,667.29			
		\$ 21,667.29		\$ 79,332.71	\$ 21,667.29			
		\$ 21,667.29		\$ 79,332.71	\$ 21,667.29			

REIMBURSEMENT**

Reimbursement Date	Reimbursement No.	Balance Forward	Amount this Voucher	Total Reimbursements	Current Balance	Payer	Date Received	Check No.
11/27/2017	1	\$ 101,000.00	\$ 30,525.68	\$ 30,525.68	\$ 70,474.32	State of NM	12/3/2017	ACH
		\$ 70,474.32		\$ 30,525.68	\$ 70,474.32			
		\$ 70,474.32		\$ 30,525.68	\$ 70,474.32			
		\$ 70,474.32		\$ 30,525.68	\$ 70,474.32			
		\$ 70,474.32		\$ 30,525.68	\$ 70,474.32			
		\$ 70,474.32		\$ 30,525.68	\$ 70,474.32			

LOCAL CITY'S MATCH

Date	Application No.	Balance Forward	Amount this Voucher	Total Expenditures	Current Balance	Vendor		
		\$ -		\$ -	\$ -			
		\$ -		\$ -	\$ -			
		\$ -		\$ -	\$ -			

SC

ENTITY NAME: City of Truth or Consequences
 FISCAL YEAR: 2023-24 10/11/2023
 DFA Resolution Number: 14 23/24
 BAR NUMBER: 1

For Local Government Division use only:

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE/EXPENSE/TRANSFER	AMOUNT	AMOUNT	ADJUSTMENT INCREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1099-37371	Donation	Revenue	\$ -	\$ 400		\$ 400	Animal Shelter Donations - for Shelter Needs
1	101	101-1006-44607	Field Supplies	Expense	\$ 13,000.00	\$ 400		\$ 13,400	Animal Shelter Donations - for Shelter Needs
2	101	101-1099-37374	Surplus Auction	Revenue	\$ -	\$ 843		\$ 843	Auction Proceeds from 8/30/23
2	101	101-1006-47420	Maint. Veh/Equip	Expense	\$ 500	\$ 843		\$ 1,343	Auction Proceeds from 8/30/23
2	503	503-3702-37374	Surplus Auction	Revenue	\$ -	\$ 270		\$ 270	Auction Proceeds from 8/30/23
2	503	503-3702-44607	Field Supplies	Expense	\$ 130,000	\$ 270		\$ 130,270	Auction Proceeds from 8/30/23
2	504	504-3803-37390	Property Sales	Revenue	\$ -	\$ 2,256		\$ 2,256	Auction Proceeds from 8/30/23
2	504	504-3803-44615	Safety Equipment	Expense	\$ 3,000	\$ 2,256		\$ 5,256	Auction Proceeds from 8/30/23
3	101	101-1099-37380	Misc Revenue	Revenue	\$ -	\$ 6,000		\$ 6,000	Increase due to unexpected revenue
4	101	101-1099-32380	Local/State Grants	Revenue	\$ 662,019	\$ 39,800		\$ 701,819	JAG Grant 22-JAG-TORC-SFY24 for PD
4	101	101-1007-44613	Non Capital	Expense	\$ -	\$ 39,800		\$ 39,800	JAG Grant 22-JAG-TORC-SFY24 for PD
5	101	101-1099-32380	Local/State Grants	Revenue	\$ 701,819	\$ 445,500		\$ 1,147,319	Animal Shelter Grant 23-H3214 - \$4,500 for Art in Public Places
5	101	101-1006-80805	Capital Improvements Buildings & Structures	Expense	\$ -	\$ 445,500		\$ 445,500	Animal Shelter Grant 23-H3214 - \$4,500 for Art in Public Places
5	101	101-1006-44613	Non Capital	Expense	\$ -	\$ 4,500		\$ 4,500	Animal Shelter Grant 23-H3214 - \$4,500 for Art in Public Places
6	101	101-1009-80845	Capital Improvements Equipment	Expense	\$ -	\$ 615,375		\$ 615,375	Ralph Edwards Park Project - roll over PO's from FY22/23
7	101	101-1009-45555	Misc Exp	Expense	\$ -	\$ 5,000		\$ 5,000	Clean & Beautiful Grant
8	101	101-1012-80845	Capital Improv. Equip.	Expense	\$ 30,000	\$ 11,000		\$ 41,000	2 Furnaces for
9	216	216-4503-80810	Other Capital Vehicles	Expense	\$ 130,000	\$ 70,000			
10	298	298-2103-37394	PD Donations	Revenue	\$ -	\$ 1,300			
10	298	298-2103-45607	Misc. Exp.	Expense	\$ 9,035	\$ 1,300			
11	304	304-4903-32010	State Agency on Aging	Revenue	\$ 100,000	\$ 35,000			
12	216	216-7025-32386	Local/State Grants	Revenue	\$ 204,000	\$ 40,800			
13	312	312-7028-32375	Other State Grants	Revenue	\$ -	\$ 20,000			
13	312	312-7028-44607	Field Supplies	Expense	\$ -	\$ 22,000			
13	312	312-7028-39935	Transfer In	Revenue	\$ -	\$ 2,000			
13	101	101-1099-49930	Transfer Out	Expense	\$ 472,820	\$ 2,000			

ATTEST:

Angela Torres, Clerk-Treasurer

(Date)

10/11/23

305-7029-32380 Rev
 Local/State Grants
 305-7029-44613 EXP
 Non-Capital
 305-7029-80805 EXP
 C.I. buildings & struct.
 ? TRANSFER IN?

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF TRUTH OR CONSEQUENCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 199, Section 28, Paragraph 460, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

- 23-H3214
- **APPROPRIATION AMOUNT: \$450,000.00**
- **APPROPRIATION REVERSION DATE: June 30, 2027**
- Laws of 2023, Chapter 199, Section 28, Paragraph 460
- **FOUR HUNDRED FIFTY THOUSAND (\$450,000.00),**
- to plan, design, construct, furnish and equip a kennel building for the animal shelter in Truth or Consequences in Sierra county;

The Grantee's total reimbursements shall not exceed **FOUR HUNDRED FIFTY THOUSAND \$450,000.00** (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, **FOUR THOUSAND FIVE HUNDRED \$4,500.00**, which equals **FOUR HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED \$445,500.00** (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- iv. The Grantee's submission of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- vi. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

¹The ATEP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA, 1978.

²"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF TRUTH OR CONSEQUENCES
Name: Amanda Forlister
Title: Mayor
Address: 505 Sims St., Truth or Consequences, NM 87901
Email: amanda.forlister@torconm.org
Telephone: 575-894-6673

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF TRUTH OR CONSEQUENCES
Name: Kristie Wilson
Title: Finance Director
Address: 505 Sims St., Truth or Consequences, NM 87901
Email: kwilson@torconm.org
Telephone: 575-894-6673

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DPA/Local Government Division
Name: Allison Gillette
Title: Program Manager
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, NM 87501
Email: Allison.Gillette@dpa.nm.gov
Telephone: 505-69-7811

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, 2027** 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 impediment 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 impediment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Reporting.

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month, that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or
- iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS, REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or

- indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

- A. 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 ensure 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. 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, CITY OF TRUTH OR CONSEQUENCES may immediately terminate this Agreement by giving Contractor written notice of such termination. CITY OF TRUTH OR CONSEQUENCES's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against CITY OF TRUTH OR CONSEQUENCES or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the CITY OF TRUTH OR CONSEQUENCES or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF TRUTH OR CONSEQUENCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF TRUTH OR CONSEQUENCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets required 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 now or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-compiled. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTOR

Signature of Official with Authority to Bind Grantor

City of Truth or Consequences
Entity Name

By: *for* Amanda Forristler (Rolf Hechler)
(Type or Print Name)

Its: Mayor (Mayor Pro-tem)
(Type or Print Title)

September 27, 2023
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Wesley Billingsley

099102433888483...

By:

Its: Division Director

10/2/2023

Date

DOCUMENT #4

Kerin Salcedo

From: Traci Alvarez
Sent: Wednesday, October 25, 2023 3:40 PM
To: Kerin Salcedo; Wilson, Kristie
Cc: Smith, Buster; Gardner, Tammy
Subject: RE: Line Item Confirmation

Thank you Kerin,
Tammy will work with him on a line item transfer as well. The proposal to implement the project and approved by Commission is the \$22,500, he will do a line item transfer for the annual subscription fee of \$5,538.00 to cover the cost.
Traci

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 952-0565
talvarez@torcnm.org



216-4503-

43770

Subs & Dues.

From: Kerin Salcedo <ksalcedo@torcnm.org>
Sent: Wednesday, October 25, 2023 3:33 PM
To: Traci Alvarez <talvarez@torcnm.org>; Wilson, Kristie <kwilson@torcnm.org>
Cc: Smith, Buster <bsmith@torcnm.org>; Gardner, Tammy <tgardner@torcnm.org>
Subject: RE: Line Item Confirmation

Hi Traci,

Yes, that will be the correct line item but we don't have budget for it yet because it will be on the Nov. 15th BAR.

Kerin Salcedo
Accounting Officer
City of Truth or Consequences
575-740-7336

From: Traci Alvarez <talvarez@torcnm.org>
Sent: Wednesday, October 25, 2023 2:41 PM
To: Kerin Salcedo <ksalcedo@torcnm.org>; Wilson, Kristie <kwilson@torcnm.org>

Kerin Salcedo

From: Traci Alvarez
Sent: Wednesday, October 18, 2023 3:40 PM
To: Kerin Salcedo; Wilson, Kristie
Cc: Gonzales, Angela; Smith, Buster
Subject: RE: Streets Fund

Thank you Kerin! Yes please.
Traci

216-4503-48598

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 952-0565
talvarez@torcnm.org

22,500



From: Kerin Salcedo <ksalcedo@torcnm.org>
Sent: Wednesday, October 18, 2023 3:39 PM
To: Traci Alvarez <talvarez@torcnm.org>; Wilson, Kristie <kwilson@torcnm.org>
Cc: Gonzales, Angela <agonzales@torcnm.org>; Smith, Buster <bsmith@torcnm.org>
Subject: RE: Streets Fund

Hi Traci.

The street fund has enough ending cash balance to cover the cost for the Asset Management Plan. We can do a BAR to increase professional services line item. Would you like us to add it to our Nov. BAR?

Kerin Salcedo
Accounting Officer
City of Truth or Consequences
575-740-7336

From: Traci Alvarez <talvarez@torcnm.org>
Sent: Wednesday, October 18, 2023 3:34 PM
To: Wilson, Kristie <kwilson@torcnm.org>; Kerin Salcedo <ksalcedo@torcnm.org>
Cc: Gonzales, Angela <agonzales@torcnm.org>; Smith, Buster <bsmith@torcnm.org>
Subject: Streets Fund

PublicWorks1 Price Proposal

Truth or Consequences	Centerline Miles: 150 or less
505 Sims, Truth or Consequences, NM 87901	Prepared by: Todd Mattson and Joel Perkins

Service & Travel Fees

PublicWorks1 Services	Package Price	Billing
Pavement Condition Assessment - Pavement Condition Assessment using distress severity and extent - A pavement distress identification based on remaining service life (RSL), and the SHRP distress (alligator, transverse, edge, patching and potholes, longitudinal). - A condition for each segment, and a network pavement condition distribution is part of the deliverable - A recommended treatment for each pavement segment -A complete data set entered into the iWorQ Pavement Management application (Purchase of the software is required) - The information and data required for budgeting and planning is part of the deliverable	\$22,500	One-Time
Data Collection and Asset Conversion Package includes: -Trimble MX7 Image Collection -Data Conversion -Presented/Delivered Data Shapefile for the following assets: 1. <i>Signs</i>	Included	One-Time
Services Total (This amount will be invoiced once)	\$22,500	One-Time Total

NOTES & SERVICE(S) DESCRIPTION

DOCUMENT #5

Transaction View

Close Form < > >> Print Screen ? Help Detail Description Maintenance

GL Transaction: 101-1099-38372

Process	10/31/2023 AR CL
Packet	GLPKT18214 - End of Day Process
Source Packet	CLPKT08037

Details

Account	101-1099-38372
Name	INSURANCE RECOVERIES
Description	PD INSURANCE RECOVERY FROM 11/15/2022 # 2023030169 GENERAL FUND INSURANCE RECOVERY NEW MEXICO SELF INSURERS FUN
Amount	(\$30,530.53)
Post Date	10/31/2023 12:00:00 AM
Module	Cashiering
Distribution Type	CLEndOfDay
Source Transaction	R00323575
Adjusting Entry	☐
Interfund Transfer	☐

Cash Transaction

Transaction Type	None
Transaction Number	

DOCUMENT #6

GL Account: 293-5103-44810

Save and Close

Save and New

Delete

Print Screen

Help

293-5103-44810

Fiscal

Balance: 600.00

COLUMBARIUM EXPENSES

7/1/2023 - 6/30/2024

Pending: 0.00

General

Segmentation

Report Groups

Notes

Authorization

Budget

Summary

Detail

Period Distributio

Adjustments

Budget Notes

Post Date	Packet	Description	Amount	Module	
☒	-	A	A	-	A
7/27/2023	GLPKT17600	WILLIAM HOLLAND INTERMENT & NAME PLATE ENGRAVING	200.00	Accounts Payabl	
7/27/2023	GLPKT17600	BILLIE WAYNE YEUBINTERMENT & NAME PLATE ENGRAVING	200.00	Accounts Payabl	
7/27/2023	GLPKT17600	JUANITA BEAN INTERMENT & NAME PLATE ENGRAVING	200.00	Accounts Payabl	
Totals			600.00		

Parcel 44810

DOCUMENT #7



Truth or Consequences

My Chart of Accounts Report

Fund: 301 - Impact Fees Account

Accounts: (4)

Accounts: (4)

Expense

[301-3503-44810](#)

[301-3503-45607](#)

[301-3503-49930](#)

[301-3503-80860](#)

EFFLUENT POND IMPROVEMENTS

SETTLEMENTS

TRANSFER OUT

INFRASTRUCTURE

301-3503-45555 misc. exp

DFA-39900-2002-57999
other op. costs

FUND TITLE		GL	BANK #		
FIRST SAVINGS BANK ACCOUNTS	10/31/2023	BANK			
EFFLUENT WATER/W/WW IMPACT FEES	\$ 3,499.49	301-3503-10112	30088883	Pool Acct	
IMPACT WW-DENNIS MURATI (POOLED)	\$ 1,803.49	301-3503-10113	30093068	Jun-17	Jun-24
IMPACT WW-JAMES LEWIS (POOLED)	\$ 1,803.49	301-3503-10114	30093076	Jun-17	Jun-24
IMPACT WW-NM VETERANS HOME (POOLED)	\$ 101,651.96	301-3503-10115	30093041	Jun-17	Jun-24
IMPACT WW-LEWIS & JANET KERN (POOLED)	\$ 2,705.26	301-3503-10116	30093033	Jun-17	Jun-24
IMPACT WW-ROBERT UNO MAKI (POOLED)	\$ 1,352.16	301-3503-10117	30094554	Mar-18	Mar-25
IMPACT WW-ALEXANDER ANDRASSY (POOLED)	\$ 1,051.64	301-3503-10118	30095274	Aug-18	Aug-25
IMPACT WW- WALTER PUCCI (POOLED)	\$ 2,704.34	301-3503-10119	30095389	Sep-18	Sep-25
IMPACT WW - FIRST SAVINGS BANK (POOLED)	\$ 450.00	301-3503-10120	30098029	Sep-19	Sep-26
IMPACT WW - MARCIA MOHR (POOLED)	\$ 600.00	301-3503-10121	30098002	Sep-19	Sep-26
IMPACT WW - R&N APARTMENTS, LLC (POOLED)	\$ 5,407.42	301-3503-10122	30097982	Sep-19	Sep-26
IMPACT WW - KARON MORGAN (POOLED)	\$ 300.00	301-3503-10123	30098846	Dec-19	Dec-26
IMPACT WW - CIELO VISTA LLC (POOLED)	\$ 6,308.13	301-3503-10124	30098838	Dec-19	Dec-26
IMPACT WW - WHITE SANDS FED CU (POOLED)	\$ 1,465.81	301-3503-10125	30101785	Apr-21	Apr-28
IMPACT WW - DRAKE WEHRS (POOLED)	\$ 2,251.15	301-3503-10126	30104038	Mar-22	Mar-29
IMPACT WW - CIELO VISTA LLC 2022 (POOLED)	\$ 10,204.11	301-3503-10127	30104249	Mar-22	Mar-29
IMPACT WW - AGNS CONST 601 WYONA (POOLED)	\$ 1,200.43	301-3503-10128	30104521	Apr-22	Apr-29
IMPACT WW - AGNS CONST 528 WYONA (POOLED)	\$ 1,200.35	301-3503-10129	30105495	Sep-21	Sep-28
IMPACT WW - AGNS CONST 607 WYONA (POOLED)	\$ 1,200.35	301-3503-10130	30105508	May-22	May-29
IMPACT WW - OVERLAND ENGINEERING LLC (DOLLAR GEN) (POOLED)	\$ 1,050.26	301-3503-10131	30104919	Jun-22	Jun-29
IMPACT WW - DILLWOOD LLC - 808 MAPLE (POOLED)	\$ 1,950.74	301-3503-10132	30105532	Sep-22	Sep-29
IMPACT WW - RIVERBEND HOT SPRINGS LLC 101 AUSTIN ST	\$ 3,601.57	301-3503-10133	30105583	Aug-22	Aug-29
IMPACT WW - DILLWOOD LLC - 700 CHARLES AVE (POOLED)	\$ 1,200.17	301-3503-10134	30106826	Dec-22	Dec-29
IMPACT WW - VETERANS PROJECT- 992 S. BROADWAY	\$ 66,645.65	301-3503-10135	30106834	Dec-22	Dec-29
IMPACT WW - 2350 YEATER	\$ 1,197.09	301-3503-10136	30107378	Jun-23	Jun-30
	\$ 221,607.97				

First Savings Bank
915 N. Date Street
Truth or Consequences, NM 87901
575-894-7148
575-894-9020 (Fax)
Bank Routing Number 091406833

Bank of the Southwest
509 N. Broadway
Truth or Consequences, NM 87901
575-894-7171
Routing Number 112206297

IMPACT WW BANK ACCOUNTS HAVE TO BE USED IN 1
YEARS OR RETURNED TO CUSTOMER. DATES ARE IN GREEN
WHEN ACCOUNTS WE OPEN/MONEY COLLECTED AND RED IS
USE BY DATE.

Search Transactions

Activity: All transactions Type: All

Transactions

🕒 Pending ● Posted

Total debits: -0.00 (0) Total credits: +0.00 (0)

Date ▼	Description ◇	Debit ◇	Credit ◇	Balance
● Sep 29, 2023	Interest		0.10	
● Aug 31, 2023	Interest		0.11	
● Jul 31, 2023	Interest		0.11	
● Jun 30, 2023	Interest		0.10	
● May 31, 2023	Interest		0.06	
● Apr 28, 2023	Interest		0.05	
● Mar 31, 2023	Interest		0.06	
● Feb 28, 2023	Interest		0.05	
● Jan 31, 2023	Interest		0.06	
● Dec 30, 2022	Interest		0.06	
● Nov 30, 2022	Interest		0.06	
● Oct 31, 2022	Interest		0.06	
● Sep 30, 2022	Interest		0.06	
● Aug 31, 2022	Interest		0.06	
● Jul 29, 2022	Interest		0.05	
● Jun 30, 2022	Interest		0.06	
● May 31, 2022	Interest		0.04	
● May 09, 2022	<u>DEPOSIT</u>		2,250.00	
● Apr 19, 2022	<u>DEPOSIT</u>		3.00	
● Apr 18, 2022	Cancelled Check Fee	3.00		

Refund of Impact Fees?

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Angie Gonzales
City Manager

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

301
Bake Wehlers
\$2,000
Refund
BAR

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, OCTOBER 25, 2023; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. REPORTS

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

E. CONSENT CALENDAR

1. City Commission Regular Minutes, October 11, 2023
2. City Commission Workshop Minutes, October 11, 2023
3. Acknowledge Regular Public Utility Advisory Board Minutes, July 17, 2023
4. Acknowledge Regular Public Arts Advisory Board Minutes, July 18, 2023
5. Acknowledge Regular Airport Advisory Board Minutes, August 8, 2023
6. Acknowledge Regular Planning & Zoning Board Minutes, September 11, 2023
7. 1st Quarter Sub-Recipient Reports

October 30, 2023

**AGREEMENT TO REVOKE
DEVELOPMENT AGREEMENT**

This Agreement is entered between **DRAKE WEHRS** (Developer) and the **CITY OF TRUTH OR CONSEQUENCES** (City).

RECITALS

A. The parties entered into a Development Agreement dated December 1, 2021, a copy of which is attached hereto as **EXHIBIT A**.

B. On February 10, 2022, the City issued a letter to the Developer which stated that the City was approving the Developer's construction plans. A copy of said letter is attached as **EXHIBIT B**.

C. The Developer has formally requested that the City's February 10, 2022 approval be revoked.

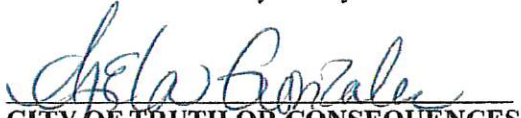
D. The City is willing to honor the Developer's request.

E. The Developer understands that he will no longer have City authorization to develop the property known as 905 Palo Verde, Truth or Consequences, New Mexico.

F. Based upon the foregoing, the City is willing to refund the impact fee of \$2,250.00 to the Developer.

IT IS THEREFORE AGREED as follows:

1. The December 1, 2021 Development Agreement is hereby rescinded.
2. The City's approval as described in its February 10, 2022 letter is hereby revoked.
3. The Developer no longer has City authority to develop the property located at 905 Palo Verde, Truth or Consequences, New Mexico.
4. The City hereby tenders to the Developer an impact fee refund of \$2,250.00.


CITY OF TRUTH OR CONSEQUENCES

DRAKE WEHRS



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 Fax (575) 894-0363

Development Agreement

This agreement is entered into between Drake Winters (Developer) and the City of Truth or Consequences (City).

The City fully supports future development being implemented within our City. It is important that the Municipal Code is adhered to on all applicable related procedures and policies pertaining to development. The provisions of this Code shall be considered the minimum requirements, and nothing herein prohibits the City from adopting greater requirements to ensure the promotion of health, safety and welfare of the citizens of this City.

The City will have development plans formally reviewed in accordance with the standards contained within the City Municipal Code. Upon completion of review, the City of Truth or Consequences will issue either a formal letter of approval or denial or letter of request for further required documentation/plans within a specified time period.

Developer will have 90 days from the date of the Letter of Approval to pay all related impact fees and begin development or the developer shall be responsible for all reviewal costs, whether direct or indirect, associated with the approval and development submitted by that developer. Such costs shall include but not be limited to: all administrative costs, extension or improvement of roadways or utilities needed for connection of the developed area to the City's roadways or approved utilities and all associated professional reviewal fees. All impact fees assessed will be paid in compliance with City Code.

By signing this document, the parties affirm that they have read and understood the terms outlined above and agree to abide by those terms.

Development/Address: 905 Palomares Trce NM 87901

Organization:

Print Name: Drake Winters

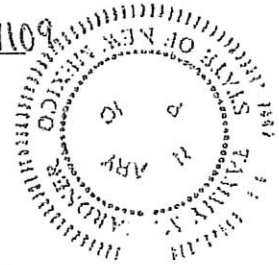
Phone #: 575-740-7109

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: [Signature] Date: 12-1-21

Witness my hand and seal on this the day and year last above written.

Notary Public [Signature] My Commission Expires Aug. 25, 2024



OWNER – City of Truth or Consequences

Type Name: Bruce Swingle

Title: City Manager

By: [Signature] Date: 12/01/21



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 Fax (575) 894-0363

February 10, 2022

Drake Wehrs
905 Palo Verde
Truth or Consequences, NM 87901

Re: Letter of Approval 905 Palo Verde

Mr. Wehrs,

The City of Truth or Consequences (City) has completed their review based on the Code of Ordinance adopted, July 13, 1992 and effective, August 1, 1992. This letter is to inform you that the plans have been APPROVED. You may now proceed with submitting the plans to New Mexico Construction Industries Division (CID) for their review and approval.

You will have 90 days from the date of the Letter of Approval to pay all related impact fees and begin development, or the developer shall be responsible for all reviewable costs, whether direct or indirect, associated with the approval and development submitted by that developer.

Please remit payment of impact fees in the amount of \$2,250.00 as described on page 2 of Development Review 2 attached.

If you have any questions feel free to contact me.

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
575-952-0565
talvarez@torcnm.org



Stantec Consulting Services Inc.
3831 E. Lohman Ave, Suite 200, Las Cruces NM 88011

February 8, 2022

Attention: Traci Alvarez, Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Dear Ms. Alvarez,

Reference: Review No. 2 for City Development Review Services for 905 Palo Verde (Residential)

I have reviewed the new development (905 Palo Verde) along with the City Department Staff and the following are comments from that review.

Project Information:

Address: 905 Palo Verde
Developer: Drake Wehrs
Zoning: R-1 (Residential Zone 1)
Type: New Residential Home
Flood Zone: X

General Comments:

- 1) Once approved by the City of Truth or Consequences, building plans need to be approved through CID.

Zoning and Planning Comments (APPROVED):

- 1) Lot meets minimum setbacks for R-1.
- 2) Lot meets minimum area and minimum width for R-1.
- 3) Dwelling meets minimum area and maximum height for R-1.

Engineering Comments (APPROVED):

- 1) Provided grading/drainage plan showing lot elevations and drainage flow.
- 2) Provided add for any concrete place in the R.O.W. shall have a min compressive strength of 3,200 psi.

Utility Comments (APPROVED):

- 1) Jesse Cole - Water/Wastewater Director (Approved -- 12/20/21)
- 2) Bo Easley - Electric Department Director (Approved -- 12/22/21)

Solid Waste Comments (APPROVED):

- 1) Andres Alvarez -- Sanitation Director (Approved -- 12/22/21)

February 8, 2022
Traci Alvarez, Assistant City Manager
Page 2 of 2

Reference: Review No. 2 for City Development Review Services for 905 Palo Verde (Residential)

Flood Commission Comments (APPROVED):

- 1) Travis Atwell – Flood Director (Approved -- 12/17/21)

Fire and Emergency Comments (APPROVED):

- 1) Paul Tooley – Fire Department Chief (Approved -- 12/17/21)

Impact Fees:

Fixture Type	Quantity	Cost per Fixture Unit	Total Impact Fees
Water Closet	4	\$150	\$600
Lavatory	4	\$150	\$600
Bathtub/Shower	4	\$150	\$600
Laundry Sink	1	\$150	\$150
Kitchen Sink	1	\$150	\$150
Clothes Washer	1	\$150	\$150
Total Fixtures	15	\$150 per Fixture Unit	\$2,250

Thank you,

Stantec Consulting Services Inc.

Wesley Hall

Wesley Hall

Project Manager
Direct: 575-605-6009
Email: Wesley.hall@stantec.com

WEHRS HOUSE

907 PALO VERDE STREET

TRUTH OR CONSEQUENCES, NEW MEXICO

PERMIT APPLICATION #21-

INDEX TO DRAWINGS

1. SITE PLAN
2. FLOOR PLAN
3. ELEVATION
4. SECTION
5. DETAIL
6. FOUNDATION
7. ROOF PLAN
8. MECHANICAL
9. ELECTRICAL
10. PLUMBING
11. PAINT
12. FINISH
13. LANDSCAPE
14. OTHER

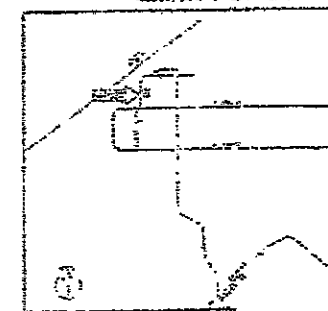
USE AS A GUIDE

THESE DRAWINGS ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A CONTRACT. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED.

THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE REPRODUCED OR COPIED WITHOUT HIS WRITTEN PERMISSION.



CONTAINS MATERIAL FROM THE ARCHITECT'S RECORD BOOK.



1/2" = 1' VERTICAL CURV

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THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE REPRODUCED OR COPIED WITHOUT HIS WRITTEN PERMISSION.

COVER SHEET

CL

CONTOUR LINE LEGEND

1/2" = 1'

1/2" = 1'

PALO VERDE STREET

1/2" = 1' SITE PLAN

Block 1
Lot 344



0 20 40 60

KODAK SAFETY FILM

1 inch = 2.54 cm.

David H. Gustafson

Traci Alvarez

From: Drake Wehrs <drakew79@hotmail.com>
Sent: Monday, October 30, 2023 2:20 PM
To: Traci Alvarez
Subject: Re: Impact Fee Refund

I would like my wife Krystal Wehrs to be able to sign for the impact fee refund please

Get [Outlook for iOS](#)

From: Traci Alvarez <talvarez@torcnm.org>
Sent: Monday, October 30, 2023 12:48:56 PM
To: DrakeW79@hotmail.com <DrakeW79@hotmail.com>
Subject: Impact Fee Refund

Good Morning Drake,

Attached is the letter for your signature for refund of the impact fees. Please return the signature page. If you are unable to sign and return, please provide authorization via email on who can sign on your behalf. Thank you for your patience.

Traci

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 952-0565
talvarez@torcnm.org



DOCUMENT #8



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Fund: 315 - CI Reserve

Revenue

315-3803-32390	WATER REVENUE BOND	500,000.00	500,000.00	0.00	0.00	0.00	-500,000.00	0.00 %
315-7027-32386	Local / State Grants/Loans	1,600,000.00	1,600,000.00	0.00	0.00	0.00	-1,600,000.00	0.00 %
315-8001-38387	LOAN PROCEEDS	272,887.00	272,887.00	0.00	0.00	0.00	-272,887.00	0.00 %
315-9003-36373	INTEREST INCOME	0.00	0.00	0.00	618.81	0.00	618.81	0.00 %
315-9003-39935	TRANSFER IN	278,120.00	278,120.00	0.00	69,530.00	0.00	-208,590.00	25.00 %
Revenue Total:		2,651,007.00	2,651,007.00	0.00	70,148.81	0.00	-2,580,858.19	2.65%

Expense

315-7027-48598	Professional Serv/Contracts	1,600,000.00	1,600,000.00	0.00	0.00	0.00	1,600,000.00	0.00 %
315-8001-44613	NON CAPITAL EQUIPMENT<\$5000	88,203.00	88,203.00	393.12	3,791.93	7,909.87	76,501.20	13.27 %
315-8004-43403	REGULAR BUILDING MAINTENANCE	58,651.00	58,651.00	0.00	0.00	0.00	58,651.00	0.00 %
315-8005-43403	REGULAR BUILDING MAINTENANCE	0.00	0.00	0.00	10,295.63	0.00	-10,295.63	0.00 %
315-8007-47415	MAINTENANCE & REPAIRS GROUNDS/ROADWAYS	16,219.00	16,219.00	0.00	0.00	0.00	16,219.00	0.00 %
315-9003-49930	TRANSFER OUT	121,908.00	121,908.00	0.00	0.00	0.00	121,908.00	0.00 %
Expense Total:		1,884,981.00	1,884,981.00	393.12	14,087.56	7,909.87	1,862,983.57	1.17%

Fund: 315 - CI Reserve Surplus (Deficit):	766,026.00	766,026.00	-393.12	56,061.25	-7,909.87	-717,874.62	6.29%
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Report Surplus (Deficit):	766,026.00	766,026.00	-393.12	56,061.25	-7,909.87	-717,874.62	6.29%
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BAR

315-9003-80860 - \$50,000
Mcadoo Paperwork?

DOCUMENT #9

315-8001

EXHIBIT "C"

FORM OF REQUISITION

RE: \$2,475,799 Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA
c/o New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting

You are hereby authorized to disburse from the Program Account – City of Truth or Consequences, New Mexico (2019 Refunding and New Money Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO.: PPRF-4968

CLOSING DATE: August 30, 2019

REQUISITION NUMBER: 13

NAME AND ADDRESS OF PAYEE: City of Truth or Consequences

AMOUNT OF PAYMENT: \$ 50,217.78

PURPOSE OF PAYMENT: IT Equipment (computers + hardware) and infrastructure

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – City of Truth or Consequences, New Mexico (2019 Refunding and New Money Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Truth or Consequences, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Truth or Consequences, New Mexico, shall, and understands its obligation to, complete the financing of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: 10/13/23

By: Kristie D. Worsen

Title: Finance Director
Print Name and Title

City of Truth or Consequences, PPRF 4968 Reimbursement Request 13

Date	PO#	Vendor	Ck #	Amount	Copy of PO	Copy of Check	Copy of Invoice	Description
315-8001-44613	Technology							
10/12/2023	78808	Amazon Business	151372	\$ 366.04	Yes	Yes	Yes	12TB External Hard Drive
6/29/2023	77829	Pyrocom Systems	150744	\$ 7,078.22	Yes	Yes	Yes	IT Infrastructure Clean Up
4/21/2023	77833	Amazon Business	150224	\$ 269.22	Yes	Yes	Yes	2 Monitors for Finance Office
9/18/2023	78290	CD Technologies	151208	\$ 2,492.90	Yes	Yes	Yes	Hard Drive for Police Department
10/5/2023	78840	Bank of America	151308	\$ 27.08	Yes	Yes	Yes	Wifi enabler for Police Department
7/21/2023	78403	Amazon Business	150828	\$ 540.75	Yes	Yes	Yes	IT Cabling and Wireless bridge
								3 Replacement Servers, 6 Desktop Computers and 4 lap tops for the police department
5/12/2023	77849	Dell Computers	150388	\$ 21,772.02	Yes	Yes	Yes	Desk top computer for the Golf Course
3/31/2023	77711	Bank of America	150075	\$ 1,590.00	Yes	Yes	Yes	2 monitors for IT infrastructure upgrade and external hard drive
3/24/2023	77833	Amazon Business	150031	\$ 677.13	Yes	Yes	yes	additional surveillance system items and 2nd camera at airport
2/27/2023	77465	Apex Technologies	149856	\$ 5,122.81	Yes	Yes	Yes	
3/3/2023	77682	Bank of America	149897	\$ 1,590.00	Yes	Yes	Yes	Desktop Computer for Animal Shelter
12/2/2022	77152	Bank of America	149366	\$ 1,880.28	Yes	Yes	Yes	Laptop Computer for City Clerks Office
6/10/2022	75699	Integrated Technolo	148286	\$ 2,291.33	Yes	Yes	Yes	Desktop Computer for City Managers Office
2/3/2023	77436	Bank of America	149731	\$ 4,520.00	Yes	Yes	Yes	2 Desktop Computers and 1 Laptop Computer for Finance Department
				<u>\$ 50,217.78</u>				

315-8001

EXHIBIT "C"

FORM OF REQUISITION

RE: \$2,475,799 Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA
c/o New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting

You are hereby authorized to disburse from the Program Account – City of Truth or Consequences, New Mexico (2019 Refunding and New Money Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO.: PPRF-4968

CLOSING DATE: August 30, 2019

REQUISITION NUMBER: 14

NAME AND ADDRESS OF PAYEE: City of Truth or Consequences,

AMOUNT OF PAYMENT: \$ 1868.96

PURPOSE OF PAYMENT: IT Equipment for Police Department

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – City of Truth or Consequences, New Mexico (2019 Refunding and New Money Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Truth or Consequences, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Truth or Consequences, New Mexico, shall, and understands its obligation to, complete the financing of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: 11/2/2023

By: Kristie D. Wilson
Authorized Officer of Borrower
Title: Kristie D. Wilson, Finance Director
Print Name and Title

First Savings Bank

915 N. Date Street

Truth or Consequences, NM 87901

575-894-7145

Account: City of Truth or Consequences, Capital Improvement Reserves

Routing #091405833 Account #30089122

City of Truth or Consequences

VENDOR: 8917 CALIAN CORP

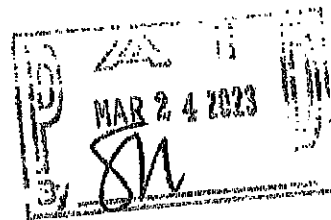
CHECK NO: 150036

03/24/2023

DATE	ID	PO #	DESCRIPTION
3/24/2023	479538	77842	IT Security System

GL ACCT #
315-8001-44613

AMOUNT
1,868.96



CHECK TOTAL

1,868.96



City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
Revolving Fund

FIRST SAVINGS BANK
915 N. Date Street
Truth or Consequences, NM
95-629/1122

150036

CHECK DATE
03/24/2023

PAY THIS AMOUNT
\$1,868.96

PAY ---One Thousand Eight Hundred Sixty Eight Dollars and 96/100 Cents---

Valid after 180 days

TO THE
ORDER
OF
CALIAN CORP
840 W SAM HOUSTON PKWY N SUITE 420
HOUSTON, TX 77024-

[Handwritten signature]
[Handwritten signature]

VOID AFTER 180 DAYS - VOID AFTER 180 DAYS - VOID AFTER 180 DAYS



City of Truth or Consequences
606 SIMS STREET
TRUTH OR CONSEQUENCES, NM 87901
CITY (878) 894-6673 FAX (878) 894-0383

Accounts Payable Voucher

Questions about this form? Please call 878-894-6673

For Accounting Use Only
Voucher ID #: 440729

Hold Check or ACH Remittance - Advice Contact When Ready:

☐ Name: _____ Phone: _____ Dept: _____

☒ Original Documents Required Mailing With Check- Additional Copy Needed For Voucher

PO # 77842

INVOICE
NUMBER(s): 479538

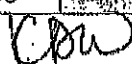
INVOICE DATE: 03/20/2023

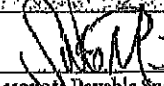
IRS Form W-9 and Vendor
Registration Form
required for all NEW
vendors before payment is
processed.

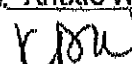
Invoice/Vendor Information -
REQUIRED

Vendor Name: Callan Corp. VENDOR# 8917

Description of Good or Service (who, what, where, why and when)					Amount
Meraki MX68 router					\$ 1,868.96
Meraki MX68 Advanced Security License and Support					
Attach ORIGINAL documentation. For reimbursements, proof of payment is required.					Total: \$ 1,868.96
Amount	Account	Fund	Department	Program	Project
\$ 776.81	315-8001-44613	technology	PD		
\$ 1,092.15	315-8001-44613	technology	PD		
\$ 1,868.96	Total (the 2 "Total" amounts MUST equal each other. If they differ, it will be returned to the sender to be fixed.)				


Department Director Signature Date: 03/23/2023
Print Name: Kristie Wilson


Accounts Payable Specialist Signature Date: 03/23/2023
Print Name: Silke Kapela


Finance Director Signature Date: 03/23/2023
Print Name: Kristie Wilson


City Manager Signature Date: 03/23/2023
Print Name: Bruce Swingle

Form Prepared By: Kristie Wilson Department: Finance Date: 03/23/2023

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6678
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 77842**Date:** 03/16/2023**Requisition #:** 89601**Vendor #:** 8917

ISSUED TO: CALIAN CORP
840 W SAM HOUSTON PKWY N SUITE 420
HOUSTON, TX 77024-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	QTY ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		IT Security System MERAKI MX68 ROUTER FOR THE SERVER AND SOFTWARE SECURITY LICENSE AND SUPPORT	315-8001-44613		0.00	1,868.96

Chief Purchasing Office

Date: 03/16/2023

Director of Finance: Requisition approved electronically.City Manager: Requisition approved electronically.

SUBTOTAL:	1,868.96
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	1,868.96

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# 01-405783-007



Callan Corp.
840 W Sam Houston Pkwy N
Suite 420
Houston, TX 77024
(713) 780-7580

Date	Invoice
03/20/2023	479538
Account	
CT0316	

City of Truth or Consequences
Attn: ACCOUNTS PAYABLE
606 Sims Street
Truth or Consequences, NM 87901
United States

City of Truth or Consequences
Attn: Mike Torres
606 Sims Street
Truth or Consequences, NM 87901
United States

Terms	Due Date	PO Number	Shipping Method
Net 30 Days	04/19/2023	77842	FEDEX GROUND

Quote Request Number: 3750807			
Summary		Quote #081504 - City of TorO - Meraki MX w/ 3 Yr License	
Products & Other Charges	Quantity	Price	Amount
Billable Products & Other Charges			
MX88-HW: Meraki MX88 Router/Security Appliance Serial Number(s): na	1.00	\$776.81	\$776.81
LIC-MX88-SEC-3YR: Meraki MX88 Advanced Security License and Support, 3YR; Meraki SO: 6S7087475; Cisco SO: 115633930; Dashboard License Key: Z2XC-ENMY-446W; Start Date: 03/17/2023	1.00	\$1,092.15	\$1,092.15
Total Products & Other Charges:			\$1,868.96
Payment via ACH/Wire - Comerica Bank ABA #: 121137522, ACCT. #: 1895744579 SWIFT: MNBDS33 Email: Accounting.AR.callan@callan.com Payment via check: Callan Corp. P.O. BOX 671369 Dallas, TX 75267-1369		Invoice Subtotal:	\$1,868.96
		Sales Tax:	\$0.00
		Invoice Total:	\$1,868.96
		Payments:	\$0.00
		Credits:	\$0.00
		Balance Due:	\$1,868.96

Calian Corp.
3821 Constitution Drive Suite 100
El Paso, TX 79922
Phone: 915-2751303
Fax:
Web: calian.com/tx



City of TorC - Ph1 PD Meraki FW

City of TorC - Ph1 PD Meraki FW		Quote #081604 v1	
Prepared for:	City of TorC	Date:	03/03/2023
City of Truth or Consequences	City of Truth or Consequences	Expiry:	03/24/2023
Mike Torres	Mike Torres	Quoted by:	To Be Determined
605 Sims	605 Sims	Is it:	
Truth or Consequences, NM 87001	Truth or Consequences, NM 87001	Rep:	Margie Rocha
		Email:	Margie.Rocha@calian.com
P: (915) 894-6673	P: (915) 894-6673	Phone:	(915) 275-1304
E: mtorres@zionet.com	E: mtorres@zionet.com		

Ln#	Item	Description	Price	Qty	Est. Price
MX88 - Advanced Security Licenses					
1	MX88-HW	Meraki MX88 Router/Security Appliance	\$776.81	1	\$776.81
2	LC-MX88-SEC-3YR	Meraki MX88 Advanced Security Licenses and Support, 3YR	\$1,092.15	1	\$1,092.15
Subtotal:					\$1,868.96
Quote Summary					Amount
MX88 - Advanced Security Licenses					\$1,868.96
Total:					\$1,868.96

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All product return requests are subject to approval and may incur a restock fees.

Acceptance

City of Truth or Consequences

Kristen D. Wilson

3/03/23

77842

PO Number

315-8005

EXHIBIT "C"

FORM OF REQUISITION

RE: \$2,475,799 Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA
c/o New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting

You are hereby authorized to disburse from the Program Account – City of Truth or Consequences, New Mexico (2019 Refunding and New Money Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO.: PPRF-4968

CLOSING DATE: August 30, 2019

REQUISITION NUMBER: 15

NAME AND ADDRESS OF PAYEE: City of Truth or Consequences

AMOUNT OF PAYMENT: \$ 10,295.63

PURPOSE OF PAYMENT: HVAC System Repairs

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – City of Truth or Consequences, New Mexico (2019 Refunding and New Money Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Truth or Consequences, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Truth or Consequences, New Mexico, shall, and understands its obligation to, complete the financing of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: 11/2/2023

By: _____
Title: Authorized Officer of Borrower
Kristie Wilson, Finance Director
Print Name and Title

First Savings Bank
915 N. Date Street
Truth or Consequences, NM 87901
575-894-7145
Account: City of Truth or Consequences, Capital Improvement Reserves
Routing #091406833 Account #30089122

City of Truth or Consequences

VENDOR: 7974 LM BUILDING SERVICES

CHECK NO: 151104

08/31/2023

DATE	ID	PO #	DESCRIPTION	GL ACCT #	AMOUNT
8/31/2023	083023	78707	A/Cs FOR RIVERSIDE VAC STATION PARTS AND LABOR	315-8005-43403	10,295.63



CHECK TOTAL 10,295.63

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW.



City of Truth or Consequences

505 Sims Street
Truth or Consequences, NM 87901
Revolving Fund

FIRST SAVINGS BANK

915 N. Date Street
Truth or Consequences, NM
95-629/1122

151104

CHECK DATE
08/31/2023

PAY THIS AMOUNT
\$10,295.63

PAY ---Ten Thousand Two Hundred Ninety Five Dollars and 63/100 Cents---

Void after 180 days

TO THE
ORDER
OF

LIGHTNING MECHANICAL
PO BOX 1624
ELEPHANT BUTTE, NM 87935-

A handwritten signature in dark ink, appearing to read "Ada J. [unclear]".

A handwritten signature in dark ink, appearing to read "Angela A. [unclear]".

151104 08312023 315800543403



City of Truth or Consequences
505 SIMS STREET
TRUTH OR CONSEQUENCES, NM 87901
CITY (575) 894-6673 FAX (575) 894-0363

Accounts Payable Voucher

Questions about this form? Please call 575-894-6673

For Accounting Use Only: **Voucher ID #: 769145**

Hold Check or ACH Remittance - Advice Contact When Ready:

☐ Name: _____ Phone: _____ Dept: _____

☐ Original Documents Required Mailing With Check- Additional Copy Needed For Voucher

PO #: 78707

INVOICE
NUMBER(s): 083023

INVOICE DATE: 08/30/2023

**IRS Form W-9 and Vendor
Registration Form**

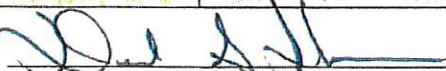
required for all NEW
vendors before payment is
processed.

Invoice/Vendor Information -
REQUIRED

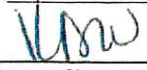
VendorName: LIGHTNING MECHANICAL

Vendor #: 7974

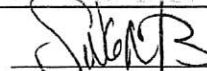
Description of Good or Services (who, what, where, why and when):					Amount
INSTALLATION OF A PAIR OF 1800 MINI-SPLIT A/C UNITS AT RIVERSIDE VAC STATION					\$ 10,295.63
Attach ORIGINAL documentation. For reimbursements, proof of payment is required.					Total: \$ 10,295.63
Amount	Account	Fund	Department	Program	Project
\$ 10,295.63	315-8005-43403	315	FACILITY MANAGEMENT		
\$ 10,295.63	Total (The 2 "Total" amounts MUST equal each other. If they differ, it will be returned to the sender to be fixed.)				

 08/31/2023
Department Director Signature Date

Print Name: DAVID S. JOHNSON

 8/31/23
Finance Director Signature Date

Print Name: KRISTIE WILSON

 8/31/23
Accounts Payable Specialist Signature Date

Print Name: SILKE KAPELA

City Manager Signature Date

Print Name: ANGIE GONZALES

Form Prepared By: DAVID S. JOHNSON Department: FACILITY MANAGEMENT Date: 08/31/2023

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 78707**Date:** 08/21/2023**Requisition #:** 90580**Vendor #:** 7974

ISSUED TO: LIGHTNING MECHANICAL
PO BOX 1624
ELEPHANT BUTTE, NM 87935-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1		A/Cs FOR RIVERSIDE VAC STATION PARTS AND LAI 315-8005-43403			9,500.00	10,295.63
			FACILITY MGMT				

Chief Purchasing Office

Date: 08/21/2023

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

SUBTOTAL:	9,500.00
TOTAL TAX:	795.63
SHIPPING:	0.00
TOTAL	10,295.63

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

PO Box 1624
Elephant Butte, NM 87935
PAUL (505) 917.8832
paulc1971@gmail.com
License #373634



St

WORK ORDER

CODE	STATUS	DATE	8/31/21
TECH	Carson	P.O. NO.	
TECH	Issac	QUOTED PRICE	\$

City of Truth or Consequences **PAY OFF THIS INVOICE**

CUSTOMER		JOB LOCATION	
ADDRESS <i>806 Riverside Dr.</i>		ADDRESS	
<i>Torrey, NM 87901</i>			
EQUIP. MANUF. & TYPE	INSTALL DATE	CONTACT	PHONE
MODEL NO.	SERIAL NO.	REGULAR HOURS	OVERTIME HOURS
		TRAVEL HOURS	MILEAGE

QTY.	PART NO.	DESCRIPTION	UNIT PRICE	EXTENSION	WAR
2	Mitsubishi 18 Heads				
	M:MSZ-6518NA				
	S:3003706T				
	S:3003731T				
1	Mitsubishi outdoor condenser 36				
	M:MXZ-4C36NA3				
	S:2XU22307A				
	Line set, com. wire, drain.				

SERVICES REQUESTED

SERVICES PERFORMED

*Installed 2 to 1 Mitsubishi mini split system,
2 18 Indoor Headunits, 1 outdoor 36 Condenser, with line set,
Communication wire, and drains*

RECOMMENDED REPAIRS

I HAVE AUTHORITY TO ORDER THE WORK, WHICH HAS BEEN SATISFACTORILY PERFORMED AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIALS THAT MAY BE FURNISHED UNTIL FINAL PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF. INVOICES NOT PAID IN 15 DAYS ARE SUBJECT TO A 1 1/2% FINANCE CHARGE. WARRANTY: 30 DAYS LABOR AND MANUFACTURER'S WARRANTY ON PARTS.
Thank you!

CUSTOMER
NAME

CUSTOMER
SIGNATURE

X David Johnson
PRINTED
X [Signature]

MATERIAL		
LABOR		
TRUCK CHARGE		
FREIGHT		
SUBTOTAL	91500	00
TAX	795	63
TOTAL	10,295	63
CHG.	C.O.D.	CASH
CHECK NO.		

Search Transactions

Activity: All transactions Type: All; Amount: \$50,217.78

Transactions

🕒 Pending ● Posted

Totals are not supported for your search criteria.

Date ▼	Description ◇	Debit ◇	Credit ◇	Balance
● Oct 18, 2023	Wire Transfer Information 69985165 BOKF N/A - OVERSIGHT CONTROL GROUP		50,217.78	

315-8001-10136
315-8001-39935
403-1203-12970
403-1203-49930

403-1203-12970¹³ <50,217.78>
14 <1,868.96>
15 <10,295.63>
403-1203-49930 62,383
315-8001-39935 <52,087>
315-8005-39935 <10,296>

315-8001-10136 50,217.78
315-8001-39935 <50,217.78>
403-1203-12970 <50,217.78>
403-1203-49930 50,217.78

10/18/23

*BAR

REPOST GLPKT12717/JN04517 07/29/21

315-8001-10136	\$ 68,510.44	
315-8001-39935		\$ (68,510.44)
315-8004-10136	\$ 54,306.28	
315-8004-39935		\$ (54,306.28)
315-8006-10136	\$ 35,000.00	
315-8006-39935		\$ (35,000.00)
315-8007-10136	\$ 401,274.74	
315-8007-39935		\$ (401,274.74)
315-8008-10136	\$ 8,334.66	
315-8008-39935		\$ (8,334.66)
	<u>\$ 567,426.12</u>	<u>\$ (567,426.12)</u>

403-1203-12970		\$ (567,426.12)
403-1203-49930	\$ 567,426.12	
	<u>\$ 567,426.12</u>	<u>\$ (567,426.12)</u>

315-8001-10136

Fiscal

Balance: -51,635.57

PPRF-4968 TECHNOLOGY...

7/1/2023 - 6/30/2024

Pending: 0.00

	Fiscal		Beginning Balance	Activity	Ending Balance	Original Budget	Adjustment
	Fiscal Begin Date	Fiscal End Date					
General							
Segmentation							
Report Groups							
Notes							
Authorization							
Budget							
Summary							
Detail							
Period Distributions							
Adjustments							
Budget Notes							
History							
Detail							
Period Activity							
Fiscals							
Journal Entries							
Encumbrances							
Reserves							
History							
Account							
Documents							

Fiscal Begin Date	Fiscal End Date	Beginning Balance	Activity	Ending Balance	Original Budget	Adjustment
7/1/2023	6/30/2024	-47,843.64	-3,791.93	-51,635.57	0.00	
7/1/2022	6/30/2023	0.00	-47,843.64	-47,843.64	0.00	
7/1/2021	6/30/2022	-68,510.44	68,510.44	0.00	0.00	
7/1/2020	6/30/2021	0.00	-68,510.44	-68,510.44	0.00	
7/1/2019	6/30/2020	0.00	0.00	0.00	0.00	
7/1/2018	6/30/2019	0.00	0.00	0.00	0.00	
7/1/2017	6/30/2018	0.00	0.00	0.00	0.00	
7/1/2016	6/30/2017	0.00	0.00	0.00	0.00	
7/1/2015	6/30/2016	0.00	0.00	0.00	0.00	
7/1/2014	6/30/2015	0.00	0.00	0.00	0.00	
7/1/2013	6/30/2014	0.00	0.00	0.00	0.00	
7/1/2012	6/30/2013	0.00	0.00	0.00	0.00	

GL Account: 315-8005-10136

Save and Close

Save and New

Delete

Print Screen

Help

315-8005-10136

Fiscal

Balance: -10,295.63

PPRF-4968 BUILDING REN...

7/1/2023 - 6/30/2024

Pending: 0.00

General

Segmentation

Report Groups

Notes

Authorization

Budget

Summary

Detail

Period Distributions

Adjustments

Budget Notes

History

Detail

Period Activity

Fiscals

Journal Entries

Encumbrances

Reserves

History

Account

Documents

Fiscal Begin Date	Fiscal End Date	Beginning Balance	Activity	Ending Balance	Original Budget	Adjustment
7/1/2023	6/30/2024	0.00	-10,295.63	-10,295.63	0.00	
7/1/2022	6/30/2023	0.00	0.00	0.00	0.00	
7/1/2021	6/30/2022	0.00	0.00	0.00	0.00	
7/1/2020	6/30/2021	0.00	0.00	0.00	0.00	
7/1/2019	6/30/2020	0.00	0.00	0.00	0.00	
7/1/2018	6/30/2019	0.00	0.00	0.00	0.00	
7/1/2017	6/30/2018	0.00	0.00	0.00	0.00	
7/1/2016	6/30/2017	0.00	0.00	0.00	0.00	
7/1/2015	6/30/2016	0.00	0.00	0.00	0.00	
7/1/2014	6/30/2015	0.00	0.00	0.00	0.00	
7/1/2013	6/30/2014	0.00	0.00	0.00	0.00	
7/1/2012	6/30/2013	0.00	0.00	0.00	0.00	



Truth or Consequences

CASH REPORT

Account Summary

Date Range: 07/01/2023 - 10/31/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance
Category: 10 - Cash				
315-7027-10136	Comm Project Funding Wtr Infrastructure -Cash	0.00	0.00	0.00
315-8001-10136	PPRF-4968 TECHNOLOGY EQUIPMENT	-47,843.64	-3,791.93	-51,635.57
315-8004-10136	PPRF-4968 BUILDING RENOVATION ROOFING	0.00	0.00	0.00
315-8005-10136	PPRF-4968 BUILDING RENOVATION HVAC SYSTEMS	0.00	-10,295.63	-10,295.63
315-8006-10136	PPRF-4968 VEHICLES	0.00	0.00	0.00
315-8007-10136	PPRF-4968 RECREATIONAL PARKS	0.00	0.00	0.00
315-8008-10136	PPRF-4968 SWIMMING POOL IMPROVEMENTS	0.00	0.00	0.00
315-9003-10136	CAPITAL IMPROVEMENTS RESERVES	2,362,731.00	70,148.81	2,432,879.81
Total Category: 10 - Cash:		2,314,887.36	56,061.25	2,370,948.61
Grand Totals:		2,314,887.36	56,061.25	2,370,948.61

Kerin Salcedo

From: Jolin Anaya <janaya@nmfa.net>
Sent: Monday, September 25, 2023 11:33 AM
To: Kirkpatrick, Carol
Cc: Swingle, Bruce; Traci Alvarez; Kerin Salcedo
Subject: PPRF-4968 Spend Down
Attachments: PPRF-4968 Truth or Consequences Amendment Agreement.pdf; PPRF-4882 Executed Final Loan Agreement.pdf; PPRF-4968 Requisition Form.pdf

Importance: High

Good morning,

I just wanted to reach out to remind you of PPRF-4968. There is currently a spend down extension on this loan to August 30, 2024 but I did notice that the last draw submitted was June 29, 2022. The remaining balance on this loan is \$232,821.97. I have attached the requisition form for this loan in case you do not have it as well as the loan agreement. Please let me know if there are any delays in this project or if I can expect a requisition in the near future.

Thank you!

Jolin Anaya
Client Relationship Manager
New Mexico Finance Authority
505-699-8502
janaya@nmfa.net



DOCUMENT #10



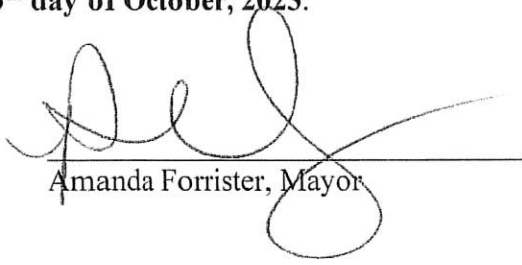
RESOLUTION NO. 18 23/24

A RESOLUTION REQUESTING DISBURSEMENT OF LAW ENFORCEMENT NEW OFFICER FUNDS

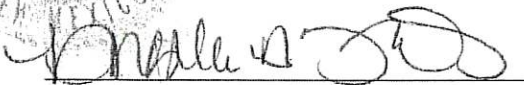
WHEREAS, the appropriation was approved by the City Commission of the City of Truth or Consequences, New Mexico, on October 25, 2023, pursuant to Chapter 6, Article 76 NMSA 1978; and

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Truth or Consequences, State of New Mexico hereby adopts the appropriation in the amount of \$225,000 for the first year, \$112,500 for the second year and \$56,250 for the third year; hereinabove described and attached and respectfully requests disbursement of funds from the New Mexico Department of Public Safety

PASSED, ADOPTED and APPROVED this 25th day of October, 2023.


Amanda Forrister, Mayor


ATTEST:


Angela A. Torres, City Clerk-Treasurer

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

RECIPIENT:

City of Truth or Consequences

APPROPRIATION NUMBER:

TOTAL ALLOCATION
AMOUNT:

REVERSION DATE:

23-ZH5048-96

\$393,750.00

June 30, 2024

ALLOCATION PURPOSE

Three Hundred and Ninety Three Thousand Seven Hundred and Fifty Dollars and Zero Cents over three years to hire law enforcement/support positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed 100% up to \$225,000 the first year, 50% up to \$112,500 the second year, and 25% up to \$56,250 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended from July 1, 2023, through June 30, 2024; the second 50% disbursement will be made in August 2024 to be expended by June 30, 2025; and the last disbursement of 25% will be made in August 2025 to be expended by June 30, 2026. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Recruitment Report, providing updates on the hiring of law enforcement/support positions.

CERTIFICATION

I hereby certify that the **City of Truth or Consequences**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

Local Law Enforcement Agency

Date

Authorized Local Governing Body Authority

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number **23-ZH5048-96** in the amount of **\$393,750.00**.

Wesley Billingsley
Director, Local Government Division

Date

Business Unit: 341

STATE OF NEW MEXICO
Law Enforcement Recruitment Fund
Quarterly Report Form
Exhibit A

Allocation Recipient:	
Appropriation Number:	

Provide names of individuals hired and their hire date:	Title of Position	Vacant Position Salary:	New Position Salary:
Total Amount of Appropriation Funds Expended this Quarter:		Total: \$	Total: \$

Add extra lines as applicable.

Narrative: (Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)	



State of New Mexico

Department of Finance and Administration

Warrant Remittance

Business Unit: 34100 Department of Finance & Admin Bataan Memorial Bldg. Santa Fe, NM 87501 Ph: 505/827-3943

Warrant No: 2001408443 Date: 11/01/2023 Supplier Number: 0000054340 Supplier Name: CITY OF TRUTH OR CONSEQUENCES
 Invoice Number Invoice Date Voucher ID Gross Amount Discount Taken Late Charge Paid Amount
 23-ZH5048-96 PR1 26.Oct.2023 24000662 225,000.00 0.00 0.00 225,000.00

Contact Nick Apodaca 505-795-2002 Invoice #23-ZH5048-96 PR1

101-1099-32380
 Local / State Grants

Warrant Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
2001408443	11/01/2023	\$225,000.00	\$0.00	\$0.00	\$225,000.00

THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK - HOLD AT ANGLE TO VIEW

56-382

412



THE TREASURER OF THE STATE OF NEW MEXICO
 WILL PAY THROUGH HIS FISCAL AGENT

State of New Mexico

Department of Finance and Administration

Santa Fe, New Mexico

11/01/2023 Date

VOID AFTER ONE YEAR

2001408443

\$225,000.00***

PAY THIS AMOUNT

Pay: ****TWO HUNDRED TWENTY-FIVE THOUSAND AND XX / 100DOLLAR ****

To: CITY OF TRUTH OR CONSEQUENCES

POLICE DEPARTMENT
 507 MCADOO ST
 T OR C NM 87901-0000

Wayne Probst

Secretary of Dept. of Finance and Administration

2001408443 1041203824 9600170954



Truth or Consequences

My Budget Report

Account Summary

For Fiscal: 2023-2024 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - General								
Expense								
101-1007-40110	FULL-TIME WAGES-POLICE DEPT	931,399.00	931,399.00	0.00	291,361.71	0.00	640,037.29	31.28 %
101-1007-40125	OVERTIME WAGES-POLICE DEPT	75,000.00	75,000.00	0.00	49,561.84	0.00	25,438.16	66.08 %
101-1007-40135	STANDBY WAGES-POLICE DEPT	13,800.00	13,800.00	0.00	3,754.32	0.00	10,045.68	27.21 %
101-1007-40140	DELAYED COMPENSATION-POLICE DEPT	0.00	0.00	0.00	2,604.20	0.00	-2,604.20	0.00 %
101-1007-41205	FICA-REGULAR-POLICE DEPT	11,506.00	11,506.00	0.00	1,203.50	0.00	10,302.50	10.46 %
101-1007-41210	FICA-MEDICARE-POLICE DEPT	13,384.00	13,384.00	0.00	4,871.49	0.00	8,512.51	36.40 %
101-1007-41215	PERA-POLICE DEPT	159,456.00	159,456.00	0.00	54,070.73	0.00	105,385.27	33.91 %
101-1007-41225	HEALTH INSURANCE-POLICE DEPT	191,913.00	191,913.00	0.00	49,075.10	0.00	142,837.90	25.57 %
101-1007-41226	RETIREE INSURANCE	31,426.00	31,426.00	0.00	10,411.78	0.00	21,014.22	33.13 %
101-1007-41235	UNEMPLOYMENT INSURANCE-POLICE DEPT	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
101-1007-41240	WORKER'S COMP ASSESSMENT	160.00	160.00	0.00	36.80	0.00	123.20	23.00 %
101-1007-41785	WORKER'S COMP. PREMIUMS	14,300.00	14,300.00	0.00	4,457.88	0.00	9,842.12	31.17 %
101-1007-42310	PER DIEM-POLICE DEPT	1,000.00	1,000.00	0.00	1,776.48	0.00	-776.48	177.65 %
101-1007-42720	EMPLOYEE TRAINING-POLICE DEPT	2,000.00	2,000.00	0.00	70.49	800.00	1,129.51	43.52 %
101-1007-43316	GAS & OIL	65,000.00	65,000.00	426.12	30,944.45	26,413.04	7,642.51	88.24 %
101-1007-43465	RENT OF EQUIPMENT	5,000.00	5,000.00	0.00	1,247.44	2,602.56	1,150.00	77.00 %
101-1007-43740	PRINTING/PUBLISHING	1,300.00	1,300.00	0.00	300.00	0.00	1,000.00	23.08 %
101-1007-43770	SUBSCRIPTION & DUES	2,500.00	2,500.00	0.00	1,110.00	0.00	1,390.00	44.40 %
101-1007-43775	TELEPHONE	19,000.00	19,000.00	0.00	5,261.00	10,299.00	3,440.00	81.89 %
101-1007-43815	SOFTWARE	38,000.00	38,000.00	0.00	11,300.99	30,837.75	-4,138.74	110.89 %
101-1007-44606	OFFICE SUPPLIES	3,000.00	3,000.00	116.06	2,082.97	38.86	878.17	70.73 %
101-1007-44613	NON-CAPITAL ITEMS	0.00	39,800.00	0.00	0.00	25,752.50	14,047.50	64.70 %
101-1007-45555	Miscellaneous Exp	1,544.00	1,544.00	0.00	1,543.37	0.00	0.63	99.96 %
101-1007-46732	GENERAL LIABILITY INSURANCE	42,000.00	42,000.00	0.00	49,881.05	0.00	-7,881.05	118.76 %
101-1007-46733	AUTO INSURANCE PREMIUM	4,000.00	4,000.00	0.00	3,009.04	0.00	990.96	75.23 %
101-1007-47420	MAINTENANCE VEHICLE/EQUIP-POLICE	11,000.00	11,000.00	0.00	11,575.08	34,877.14	-35,452.22	422.29 %
101-1007-48598	PROFESSIONAL SERVICES	5,000.00	5,000.00	3,169.97	4,539.15	0.00	460.85	90.78 %
101-1007-48599	OTHER CONTRACTUAL SERVICES	238,626.00	238,626.00	0.00	119,313.00	119,313.00	0.00	100.00 %
Expense Total:		1,881,814.00	1,921,614.00	3,712.15	715,363.86	250,933.85	955,316.29	50.29%
Fund: 101 - General Total:		1,881,814.00	1,921,614.00	3,712.15	715,363.86	250,933.85	955,316.29	50.29%
Report Total:		1,881,814.00	1,921,614.00	3,712.15	715,363.86	250,933.85	955,316.29	50.29%

[illegible]

Fund No.	1007
Fiscal Year	2023-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: H.3

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

DEPARTMENT: City Manager's Office

DATE SUBMITTED: November 9, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

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

Recommendation:

Approve Resolution

Attachments:

- Resolution No. 21 23/24
- Click here to enter text.

Fiscal Impact (Finance): N/A

Click here to enter text.

Legal Review (City Attorney): Yes

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 11-15-23

*Amanda Forrister
Mayor*

*Rolf Hechler
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Shelly Harrelson
Commissioner*

*Angie Gonzales
City Manager*

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

RESOLUTION NO. 21 23/24

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

WHEREAS, the City of Truth or Consequences Board of Commissioners met upon notice of the regularly scheduled meeting on November 15, 2023; and,

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

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

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

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

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

WHEREAS, all local and private resources available to mitigate and alleviate the effects of this disaster have been insufficient to meet the needs of the disaster, make needed repairs, and protect the public health for water needs; and,

WHEREAS, Section 12-10-17, NMSA (1978), empowers the governing body to proclaim that a public disorder, disaster or emergency affects life or property within the municipality to such an event that a state of emergency exists.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Truth or Consequences by virtue of the authority by the All-Hazard Emergency Management Act NMSA 1978, 12-10-1, et seq. does hereby declare the City of Truth or Consequences to be in a state of Emergency and Disaster for the purpose of exercising necessary emergency powers, for expending local resources, and for requesting aid, assistance, relief programs, and funding that may be available from the State of New Mexico.

APPROVED, ADOPTED, AND PASSED on this 15th day of November, 2023

Amanda Forrister, Mayor

ATTEST

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: H.4

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

DEPARTMENT: City Manager's Office

DATE SUBMITTED: November 9, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Jay Rubin & Bo Easley

Summary/Background:

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

Recommendation:

Approve

Attachments:

- Ordinance 758
- [Click here to enter text.](#)

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 11-15-23

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 758

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

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

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

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

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

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

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

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

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

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

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

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

AMANDA FORRISTER – Mayor

ATTEST:

ANGELA TORRES –City Clerk

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

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

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

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

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

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

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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: H.5

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

DEPARTMENT: City Manager's Office

DATE SUBMITTED: November 9, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Jay Rubin & Bo Easley

Summary/Background:

An ordinance amending section 14-31 of the Code Pertaining to Taking Service-Without Authority

Recommendation:

Approve for publication

Attachments:

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

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 11-15-2023

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 759

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

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

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

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

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

(B) Any person who by theft of, or by intentionally damaging or altering, communications or public utility equipment, whether customer - or utility-owned, creates a public safety hazard or causes a disruption of communications services or public utility services to two or more households, customers or subscribers or causes monetary damage equal to or greater than one hundred dollars (\$100.00) in value of equipment shall be guilty of a:

(1) Misdemeanor for a first and second offense, punishable pursuant to Section 31-19-1 NMSA 1978; or

(2) Fourth degree felony for third and subsequent offenses, punishable pursuant to Section 31-18-15 NMSA 1978.

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

(Code 1962, § 3-3-6)

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

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

AMANDA FORRISTER – Mayor

ATTEST:

ANGELA TORRES –City Clerk

Sec. 14-31. Taking service—Without authority.

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

(B) Any person who by theft of, or by intentionally damaging or altering, communications or public utility equipment, whether customer - or utility-owned, creates a public safety hazard or causes a disruption of communications services or public utility services to two or more households, customers or subscribers or causes monetary damage equal to or greater than one hundred dollars (\$100.00) in value of equipment shall be guilty of a:

(1) Misdemeanor for a first and second offense, punishable pursuant to Section 31-19-1 NMSA 1978; or

(2) Fourth degree felony for third and subsequent offenses, punishable pursuant to Section 31-18-15 NMSA 1978.

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

(Code 1962, § 3-3-6)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: H.6

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

DEPARTMENT: City Manager's Office

DATE SUBMITTED: November 9, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

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

Recommendation:

Approve for publication

Attachments:

- Ordinance 760
- Click here to enter text.

Fiscal Impact (Finance): N/A

Click here to enter text.

Legal Review (City Attorney): Yes

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 11-15-2023

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 760

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

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

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

Sec. 14-42 – ENERGY COST ADJUSTMENT.

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

(Code 1962, § 3-3-13.2)

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

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

AMANDA FORRISTER – Mayor

ATTEST:

ANGELA TORRES –City Clerk

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

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

(Code 1962, § 3-3-13.2)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: H.7

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

DEPARTMENT: City Manager's Office

DATE SUBMITTED: November 9, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

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

Recommendation:

Approve for publication

Attachments:

- Ordinance 761
- Click here to enter text.

Fiscal Impact (Finance): N/A

Click here to enter text.

Legal Review (City Attorney): Yes

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 11-15-2023

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 761

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

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

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

Sec. 14-45 – ELECTRICAL RATES.

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

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

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

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

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

Energy means electricity consumed, usually expressed in kilowatt hours.

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

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

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

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

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

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

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

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

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

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

(b) *Small commercial service.*

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

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

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

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

(7) *Automatic rate increase.*

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

(c) *Large commercial.*

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

(d) *Residential service.*

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

(2) *Reserve.*

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

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

(5) *Automatic rate.*

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

(e) *Street light rate.*

(1) *Applicability.* The street light rate is applicable only to those citizens residing in the parts of the City that do not have electric service provided by the City's electric system.

(2) The customer will be billed according to meter size as set by resolution.

(3) *Type of service.* The service covers the cost of providing outdoor night lighting fixtures per the Night Sky Protection Act {74-12-1 to 74-12-10}.

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

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

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

AMANDA FORRISTER – Mayor

ATTEST:

ANGELA TORRES –City Clerk

Sec. 14-45. Electrical rates.

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

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

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

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

Energy means electricity consumed, usually expressed in kilowatt hours.

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

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

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

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

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

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

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

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

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

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

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

- (b) *Small commercial service.*

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

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

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

~~For three phase \$12.00~~

~~All KWH, per KWH, at \$0.095~~

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

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

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

All KW at \$8.00/KW

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

All KWH at \$0.077/KWH

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

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

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

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

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

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

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

~~(10) Automatic rate increases.~~

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

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

(d) *Residential service.*

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

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

Customer charge, per month: \$8.00

Energy charge \$0.09/KWH

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

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

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

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

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

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

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

~~(e) Municipal service:~~

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

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

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

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

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

~~250-W high-pressure sodium (minimum one-year contract), per month 9.02~~

~~400-W high-pressure sodium (minimum one-year contract), per month 15.91~~

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

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

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

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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: I.1

SUBJECT: Water Update
DEPARTMENT: City Manager's Office
DATE SUBMITTED: November 9, 2023
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

Water Update

Recommendation:

Presentation only

Attachments:

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

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 11-15-2023



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: I.2

SUBJECT: Approval of Purchase Requisitions Over \$20,000

DEPARTMENT: Finance

DATE SUBMITTED: November 9, 2023

SUBMITTED BY: Mindee Holguin, CPO

WHO WILL PRESENT THE ITEM: Kristie Wilson, Finance Director

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases More Than \$20,000)

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Listing of Purchase Requisitions \$20,000 or More
- Purchase Requisitions, Procurement Documentation

Fiscal Impact (Finance): Choose an item.

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 11-15-2023

PURCHASE REQUISITION APPROVAL

2023-24 Fiscal Year

COMMISSION MEETING 11/15/2023

[illegible]

ATTEST:

Angela Torres, Clerk-Treasurer

Date _____

Amanda Forrister, Mayor

Date _____



REQUISITION

Requisition #: 91085

Date: 11/06/2023

Vendor #: 7904

ISSUED TO: MEDLEY MATERIAL HANDLING CO.
PO BOX 258881 SECTION 345
OKLAHOMA CITY, OK 79125-

SHIP TO: City of Truth or Consequences
505 Slms St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 HYSTER H60FT LIFT TRUCK-		0.00 505-3904-80845	55,000.00
PO Description: PURCHASE NEW LIFT TRUCK				
Detailed Description: TO GO THROUGH CES W/ JIM BARENTINE 575-646-5965 SEE ATT. DOCUMENTS. COMMISSIONERS APPROVED DURING FY2023-2024 BUDGET MEETINGS. NEEDS TO GO TO COMMISSION MEETING 11-15-23 CES CONTRACT # 2022-11-C111-ALL DIRECT PURCHASE SOLID WASTE				

Authorized By: _____

SUBTOTAL:	55,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	55,000.00



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: I.3

SUBJECT: Discussion/Action – Approve and Accept 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Contingency Funding

DEPARTMENT: Police

DATE SUBMITTED: October 31, 2023

SUBMITTED BY: Chief Luis A. Tavizon

WHO WILL PRESENT THE ITEM: Chief Luis A. Tavizon

Summary/Background: The application for the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program contingency funding has been submitted. The City of Truth or Consequences Police Department has been awarded \$24,231.68 for equipment listed by the agency.

Recommendation: Approve the award amount listed above for the purchase of specified law enforcement equipment (ballistic shields, breaching tools)

Attachments:

- Award Letter for 2021 JAG Contingency funding
- 2021 JAG Contingency SGA for TorC PD
- Award Acceptance Instructions for 2021 JAG Contingency Funding
- 2021 JAG Contingency TorC PD GMB RFR Tracking Form

Fiscal Impact (Finance): No

This grant does not require a match.

Legal Review (City Attorney): No

[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 11-15-2023

Subgrantee Name: Truth or Consequences Police Department

Subgrantee Agreement Number: 21-JAG-TORCC-SFY24

Award Amount: \$24,231.68

Subgrantee UEI Number: JVMMNF6K1FM5

Grant Term: October 26, 2023 – June 30, 2024

2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

This Subgrant Agreement made effective October 11, 2023, by and between the New Mexico Department of Public Safety, acting through the Administrative Services Division - Grants Management Bureau (GMB) herein referred to as the "BUREAU" and the City of Truth or Consequences, serving as the Fiscal/Fiduciary Agency for the Truth or Consequences Police Department as the Program herein, jointly referred to as the "SUBGRANTEE."

WHEREAS, this Subgrant Agreement is made by and between the Bureau and the Subgrantee, pursuant to The Edward Byrne Memorial Justice Assistance Grant (JAG) Program, specifically authorized under 34 U.S.C. §§ 10151 - 10158, (CFDA #16.738) which is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

WHEREAS, the New Mexico Department of Public Safety is the designated State Administering Agency (SAA) in New Mexico that may apply for the JAG formula grant and administer funds to other state agencies and local units of government. The NMDPS is responsible for conducting coordinated and transparent strategic planning, along with the implementation of structural reforms that improve the administration of justice. Strategic planning is utilized to analyze crime trends, evaluate the priorities of all segments of the criminal justice system, set out a plan for reducing crime and victimization, and guide the use of the grant funds. The Bureau is, therefore, responsible for: coordination of JAG funds among state and local justice initiatives; preparation and submission of the state JAG application; administration of JAG funds including establishing funding priorities; distribution of funds; supervision of the Subgrantees' compliance with all Bureau of Justice Assistance (BJA) special conditions and provisions. The Bureau provides ongoing assistance to subgrantees; and is responsible for submitting financial reports, programmatic reports, performance measures, any other necessary subgrant information, and closes out the awards to BJA. The Bureau is responsible for the fiscal management of this award and will provide leadership and technical assistance to all subgrantees in identifying programmatic needs, preparing JAG subgrant proposals, and administering JAG subgrant awards; and

WHEREAS, it is necessary for the subgrantee to enter into this Subgrant Agreement with the Bureau in order to receive and expend funds from the JAG Program for the purpose of implementing activities that qualify for funding under the JAG Program; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION ONE: PURPOSE

1. The purpose of the Agreement is to specify and delineate the rights and duties of the parties hereto as described in the 2021 JAG program solicitation, and any other relevant rules, laws, and regulations. JAG funds may be used for state and local initiatives, technical assistance, training, personnel, law enforcement overtime, equipment, supplies, contractual support, and information systems for criminal justice. The award shall not be used for research and development. The funding for the 2021 JAG award is as follows:

Federal Award Identification Number: 15PBJA-21-GG-00283-JAGX

Award Date: October 1, 2020

Amount Awarded: \$1,897,160.00

Total Subgrantee Pass through: \$1,673,042.00

Federal Award Identification Number: 107000275

CFDA #16.738

2. The NMDPS and the New Mexico Drug Enforcement Advisory Council (DEAC) have vetted the adoption of two main purpose areas for the 2021 Byrne JAG grant application. Program purpose areas for the FY2023 funding cycle have been limited to:

A. Law Enforcement Programs

B. Prevention and Education Programs

SECTION TWO: SCOPE OF WORK

1. The subgrantee agrees that it shall implement its program as detailed in their submitted 2021 Edward Byrne Justice Assistance Subgrant (JAG) Program Application (attached and incorporated herein as Attachment A). Specifically, the subgrantee shall use grant funds to achieve the following goals and objectives.

- **Goal #1 –Procure 4 ballistic shields and force entry equipment.**
 - **Objective:** Once equipment is procured, officers will be trained to utilize the equipment and prepare them in the event of a high-risk incident.
- **Approved Grant Funding for Implementation of Goals and Objectives is as follows:**
 - **Equipment @ \$24,231.68**

TOTAL FUNDING = \$24,231.68

2. The subgrantee agrees to, at a minimum, demonstrate an emphasis on effective, evidence-based strategies that use intelligence and all available data to focus on reducing violent crime and drug trafficking. A detailed program description is incorporated herein as part of the Subgrantee's Application (attached and incorporated herein as Attachment A).
3. The subgrantee agrees to provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.

SECTION THREE: TERMS OF THIS SUBGRANT AGREEMENT

1. This Subgrant Agreement shall become effective October 11, 2023, and shall terminate on June 30, 2024.
2. The subgrantee may not obligate, expend, or request any funds under this award until a budget reflecting the final award amount has been received and approved by the Bureau; and
3. The Bureau shall evaluate the subgrantee's program's progress to determine if the subgrantee is on track to expend funds by the end of the Subgrant Agreement period. Spending reviews are scheduled to occur at mid-year and after the third quarter of the grantee period. If it appears funds will not be fully expended by the end of the Subgrant Agreement period, the Bureau will make a recommendation to the DEAC Budget and Funding Sub-Committee to amend the Subgrant Agreement's budget in an effort to revert funds. This action may occur prior to the end of the Subgrant Agreement period to allow for funding to become available for other subgrantee programs.
 - A. If extenuating circumstances exist, applicants may petition the DEAC Budget and Funding Sub-Committee for relief from the reversion of unexpended funds.

- B. Upon review and analysis of the petition, the Budget and Funding Sub-Committee through the Bureau shall forward their recommendation to the Secretary of the Department of Public Safety for disposition.
- C. In all cases, the Secretary of the Department has the final authority in determining if the reversion shall occur.
4. This Subgrant Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document, or its amendments, is not part of this Subgrant Agreement and not enforceable pursuant to this Subgrant Agreement. Performance of all duties and obligations herein shall conform with, and shall not contravene, any state, local, or federal statutes, regulations, rules, or ordinances.
5. In the event that, due to unusual circumstances, it becomes apparent that this agreement cannot be brought to full completion within the time period set forth in this Section, the Subgrantee shall notify the Bureau, in writing, at least forty-five (45) calendar days prior to the termination date of this Agreement to request a Subgrant Agreement extension.

SECTION FOUR: SUBGRANTEE DUTIES AND RESPONSIBILITIES

Subgrantee must adhere to the following duties and responsibilities, and other terms and conditions under this Subgrant Agreement in order to receive the compensation described in Section Five.

1. Act in the capacity as the fiduciary for this Program.
2. Include the Subgrant Agreement number on all correspondence and submittals to the Bureau.
3. Have the program commenced and operational within ninety (90) days of the last signatory executing this Subgrant Agreement. If the subgrantee's program has not commenced or is not operational within ninety (90) days, the subgrantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the ninety (90) days. Additionally, subgrantee must obtain an extension, in writing, from the Bureau prior to the end of the ninety (90) days. If an extension is not obtained prior to the ninety (90) days, the subgrantee's program, at the Bureau's discretion, may be terminated and, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA programs.
4. Submit all program-related contracts, subcontracts, agreements, and subsequent contracts to the Bureau for review and approval prior to execution.
5. Provide the Bureau for its review for compliance and approval in writing, prior to any overtime being reimbursed, the overtime policy for all participating agency(s), if applicable.
6. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Subgrant Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the subgrantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Bureau shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the Subgrant Agreement.
7. Understand and agree that the Bureau, Department of Justice (DOJ) (including OJP and the Office of the Inspector General (OIG)) and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents in any form) related to this award, including such records of any Subgrantee, contractor, or sub-contractor.
8. Understand and agree that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the subgrantee (or of any contractor or sub-contractor) regarding transactions related to this award.
9. Have both fiscal and programmatic personnel attend training when provided by the Bureau.
10. The subgrantee agrees they will submit to the Bureau for review and approval any curricula, training materials, or other written materials that will be published, including web-based materials and web site content, or any

publications (written, visual, or audio, but excluding press releases, notices, newsletters, and issue analyses) issued by the subgrantee describing programs funded in whole or in part by this agreement. The subgrantee shall submit the above-stated material to the Bureau at least forty-five (45) working days prior to the targeted dissemination date or public release.

11. The subgrantee agrees to have a representative attend quarterly Drug Enforcement Advisory Council (DEAC) meeting and be able provide a report on program progress if requested.
12. The subgrantee agrees to submit the minutes from all quarterly Region Board meetings to the Bureau;
13. The Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the subgrantee prior to each visit. Further, the subgrantee understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
14. Per 2 C.F.R. §200.313 requirements, post-award property standards will continue to be managed for all equipment purchased with Federal grant funds over \$5,000.00. The NMDPS GMB requires that Property/Equipment Inventory Reports continue to be provided annually by the deadline of January 30 until disposition of all property/equipment purchased with these grant funds with a fair market per-unit value of over \$5,000.00, or it is transferred, replaced, or otherwise disposed of. No property or equipment shall be disposed of without prior approval by the NMDPS GMB. Records for property and equipment acquired with Federal funds must be retained for (3) three years after the close of the grant award. Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its Subgrantee(s) with Subgrant Agreement funds, will be governed by the provisions of NMAC 2.20.1 and 45 CFR 74.34 or 45 CFR 92.32, as applicable.
15. The subgrantee should enforce the federal law that protects federal employees against reprisal for whistleblowing. A whistleblower is an employee of Federal contractor, subcontractor or grantee who discloses information that the individually reasonably believes is evidence of gross mismanagement of a Federal contract or grant; gross waste of Federal funds; abuse of authority relating to Federal contract or grant; substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

In addition, under the National Defense Authorization Act of 2013 (NDAA), it is illegal for an employee of a Federal contractor, subcontractor, or grantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

In the event that a DOJ contractor, subcontractor, and grantee report allegations of what they reasonably believe to be wrongdoing, and believe that retaliation has occurred, they may file a complaint under the NDAA with the OIG which will investigate the matter. Information on how to report suspected reprisal to the OIG is available at: <http://oig.justice.gov/hotline/>.

For further information about whistleblower rights and protections, please see the Whistleblower Protection page on OIG's website at: <https://oig.justice.gov/hotline/whistleblower-protection.htm>.

16. The subgrantee agrees that funds received under this award will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for program activities. The subgrantee understands that the Bureau will not reimburse any portion of salaries paid for existing general fund employees/staff.

SECTION FIVE: SUBGRANTEE COMPENSATION AND PAYMENT

1. Upon approval of the subgrantee's satisfactory completion of all work and services required to be performed under the terms of this Subgrant Agreement, and in compliance with all other Subgrant Agreement terms herein stated, the Bureau shall reimburse the subgrantee a sum up to, and not to exceed \$24,231.68.

2. **All payments shall be made on an actual cost reimbursement basis.** The subgrantee shall submit a completed Request for Reimbursement (RFR) form along with all appropriate supporting documentation.
 - A. RFR forms shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month in which there were grant expenditures.
 - B. A Final RFR must be submitted to the Bureau for review and approval no later than thirty (30) days following the termination date of this Subgrant Agreement. Failure by the subgrantee to timely submit the final RFR, including all supporting backup documentation, may result in an Administrative Closeout by the Bureau. If an Administrative Closeout takes place, any remaining expenditures may not be reimbursed, which may have a negative effect on Subgrantee's ability to obtain funding in the future.
 - C. If there are no expenditures to claim on an RFR, the subgrantee is required to complete the RFR coversheet indicating zero expenditures are being claimed for that month.
 - D. No RFR will be processed if, in the judgment of the Bureau, the subgrantee is in violation of any section of this Subgrant Agreement.
3. The subgrantee understands and acknowledges that Reimbursement of travel expenses, if applicable, will be reimbursed per the New Mexico State Per Diem and Mileage Act (10-8-1 through 10-8-8 NMSA 1978), subgrantee's approved travel policy, or the approved federal rates per GSA. Agencies will provide backup to support travel expenditures including but not limited to itemized receipts and/or invoices.
4. Upon the completion of this Agreement, any portion of subgrantee's unexpended funds revert back to the New Mexico Department of Public Safety.
5. No matching requirement exists for this program.

SECTION SIX: SUBGRANTEE REPORTING REQUIREMENTS

It is necessary for the Bureau to evaluate the progress of the Program, therefore, the subgrantee is required to complete and submit programmatic reports.

1. The subgrantee shall submit Quarterly or Semiannual Progress Reports. Progress reports shall be submitted within 15 days after the reporting period ends, for the life of the award to the Bureau for review and approval. The final report will be due no later than fifteen (15) days after expiration of funding. The schedule is as follows:

Quarterly: July 1st – September 30th, Progress Report due October 15th

Quarterly: October 1st – December 31st, Progress Report due by January 15th

Quarterly: January 1st – March 31st, Progress Report due by April 15th

Quarterly: April 1st – June 30th, Progress Report due by July 15th

OR

Semiannual: January 1st – June 30th, Progress Report due July 15th

Semiannual: July 1st – December 31st, Progress Report due January 15th

The Bureau will provide proper guidance for Progress Reports pertaining to this program; and

2. In addition, Monthly Progress Reports must be submitted to the Bureau along with the request for reimbursement. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future high-risk designation.
3. The subgrantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the Bureau. The Bureau will notify the subgrantee of any additional reporting requirements as they are imposed.
4. The subgrantee understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis;
5. The subgrantee must collect, maintain, and provide to the Bureau data that measures the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by the Bureau. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Bureau, by written notice to the subgrantee, shall have the right to terminate this agreement if, at any time, in the judgment of the Bureau the provisions of this agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Bureau may demand refund of all or part of the funds dispersed to the subgrantee. The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on subgrantee for the following reasons:

1. Pursuant to 28 C.F.R. Part 18, the Bureau may suspend or terminate funding under this award before the completion of the project funded by this award for the subgrantee's failure to comply with the certifications and conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the subgrantee will be unable to draw down funds until the Bureau determines that the Subgrantee is in compliance;
2. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law;
3. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding;
4. Failing to submit reports required by Section Six; or
5. Filing a false certification with the application, this Subgrant Agreement, or in other reports or documents.
6. The subgrantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
7. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the Subgrantee's Application;
8. Failing to adhere to the requirements in this Subgrant Agreement;
9. This Subgrant Agreement may be terminated by the subgrantee upon written notice delivered to the Bureau at least thirty (30) days in advance. Such termination does not nullify subgrantees obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this subgrant agreement shall be in effect until completed, unless terminated early pursuant to this Subgrant Agreement.

Before imposing sanctions, the Bureau will provide reasonable notice to the subgrantee of its intent to impose sanctions and will attempt to resolve the issue in an expeditious manner.

SECTION EIGHT: SUBGRANTEE CERTIFICATIONS AND CONDITIONS

As a requirement in accepting this award, all Subgrantees must adhere to the following.

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the subgrantee must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subgrantee (and any subrecipient at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subgrantee is to contact the Bureau or OJP promptly for clarification.

2. Requirement to report actual or imminent breach of personally identifiable information (PII)

The subgrantee (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)

- (a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or
- (b) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Bureau no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the

period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the subgrantee, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Bureau or OJP taking appropriate action with respect to the subgrantee and the award. Among other things, the Bureau or OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

4. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subgrantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

5. Compliance with DOJ regulations pertaining to civil right and nondiscrimination- 28 C.F.R. Part 42

The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

6. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

7. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The subgrantee (at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subgrantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the Bureau for guidance.

8. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subgrantee, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "DOJ Grants Financial Guide").

9. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the subgrantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The subgrantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

10. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subgrantee agrees to comply with the DOJ Grants Financial Guide.

11. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

12. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The subgrantee, at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm> and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subgrantee would or might fall within the scope of an appropriations-law restriction, the recipient is to contact the Bureau for guidance, and may not proceed without the express prior written approval of the Bureau.

13. Employment eligibility verification for hiring under the award

A. The subgrantee (and any subrecipient at any tier) must—

1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subgrantee properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
2. Notify all persons associated with the subgrantee (or any subrecipient) who are or will be involved in activities under this award of both—
 - a. this award requirement for verification of employment eligibility, and
 - b. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

B. Monitoring

The subgrantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

C. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

D. Rules of construction

1. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

2. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subgrantee may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subgrantee uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

3. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4. Nothing in this condition shall be understood to authorize or require any subgrantee, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subgrantee, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to the Bureau, before award acceptance.

14. Restrictions and certifications regarding non-disclosure agreements and related matters

No subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

A. In accepting this award, the subgrantee—

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If the subgrantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts or both—

- i. it represents that—
 - a. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

15. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

16. OJP Training Guiding Principles

Any training or training materials that the subgrantee develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

17. All subawards ("subgrants") must have specific federal authorization

The subgrantee must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

18. Requirements related to System for Award Management and Universal Identifier Requirements

The subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the subgrantee) the unique entity identifier required for SAM registration.

The details of the subgrantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subgrantee, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subgrantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subgrantee would or might fall within the scope of these prohibitions, the subgrantee is to contact the Bureau for guidance, and may not proceed without the express prior written approval of the Bureau.

20. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The subgrantee must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)) and are incorporated by reference here.

21. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The subgrantee, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantees or individuals defined (for purposes of this condition) as "employees" of the subgrantee.

The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

22. Reporting potential fraud, waste, and abuse, and similar misconduct

The subgrantee must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the Bureau by--(1) mail directed to: New Mexico Department of Public Safety, Attn: Grants Management Bureau, 4491 Cerrillos Road Santa Fe, NM 87507; (2) email to: DPS.GMS@state.nm.us; and/or (3) at (505) 827-9115 (phone).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

23. Cooperating with OJP Monitoring

The subgrantee agrees to cooperate with the Bureau and OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subgrantee agrees to provide to the Bureau and OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the subgrantee agrees to abide by reasonable deadlines set

by the Bureau and OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subgrantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subgrantee as a DOJ High Risk grantee; or termination of an award(s).

24. Use of program income

The subgrantee agrees that all income generated as a direct result of this award shall be deemed program income. Program income earned during the project period shall be utilized, in accordance with Federal awarding agency regulations or the terms and conditions of the award, in one or more of the ways:

- A. Added to funds committed to the project by the grant awarding agency and recipient and used to further eligible project or program objectives.
- B. Used to finance the non-Federal share of the project or program.
- C. Deducted from the total project or program allowable cost in determining the new allowable costs on which the Federal share of costs is based (when an agency authorizes the disposition of program income as in 1 or 2, program income in excess of any limits stipulated shall be used this way).

All program income must be reported on a monthly basis on the Request for Reimbursement forms.

25. Justice Sharing Information

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The subgrantee must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https:// it.ojp.gov/gsp_grantcondition](https://it.ojp.gov/gsp_grantcondition). The subgrantee must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

26. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

27. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the subgrantee must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The subgrantee may not satisfy such a fine with federal funds.

28. Protection of human research subjects

The subgrantee must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

29. Confidentiality of data

The subgrantee must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

30. Law enforcement task force- required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

31. Compliance with National Environmental Policy Act and related statutes

Upon request, the subgrantee must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the Bureau or by a subgrantee.

Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the subgrantee agrees to contact the Bureau.

The subgrantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subgrantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- A. New construction;
- B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

- D. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subgrantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subgrantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the subgrantee's or its subrecipients' existing programs or activities that will be funded by these award funds, the subgrantee, upon specific request from the Bureau, agrees to cooperate with the Bureau in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

32. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

33. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the Bureau and the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

34. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from the Bureau in accordance with BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

35. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

36. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the subgrantee uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the subgrantee must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the subgrantee may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subgrantee compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

37. Body armor- compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

38. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

39. Certification of body armor "mandatory wear" policies

If subgrantee uses funds under this award to purchase body armor, the subgrantee must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The Bureau must keep signed certifications on file for any subgrantees planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

40. De-confliction

A subgrantee shall participate in the case and subject de-confliction process through the New Mexico High Intensity Drug Trafficking Area (HIDTA)/New Mexico Investigative Support Center (NMISC).

41. All funds awarded under this Subgrant Agreement must be used in accordance with federal statutes, regulations, and the terms and conditions of the Federal award.
42. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Bureau determines that the subgrantee is a high-risk grantee.

SECTION NINE: SUBGRANTEE AUDIT REQUIREMENTS

The subgrantee agrees to comply with the 2 C.F.R. 200 Uniform Guidance Subpart F Audit Requirements.

1. The Bureau will review the most recent Audit report as a part of subgrantee monitoring; and
2. The Bureau may request that a Corrective Action Plan be submitted in response to audit findings and recommendations disclosed in the report which may impact the fiscal and/or programmatic management of this grant.

SECTION TEN: AMENDMENTS, MODIFICATIONS, AND SEVERABILITY

1. The subgrantee agrees to make no change in its Application (attached and incorporated herein as Attachment A of this Sub-Agreement), which includes, but is not limited to, subgrantee's goals and objectives and detailed budget, without complying with the Bureau's amendment procedures provided in this Subgrant Agreement and upon the receipt of the Bureau's approval prior to any changes being made.
2. Amendments may be submitted by the subgrantee to request program changes and/or corrections for any programmatic, administrative, or financial change associated with this Agreement;
 - a. Upon receipt of the extension request, the subgrantee and the Bureau shall review the work accomplished to date and determine whether there is a need or sufficient justification to amend this Subgrant Agreement to provide additional time for completion of the program. The maximum allowable extension for any program shall be twelve (12) months. An extension is contingent upon the Bureau receiving authorization for the extension of the grant award from the NIJ.
3. The Bureau, by written notice to the subgrantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and
4. The Bureau, by written notice, has the right to deny any amendment or budget modification request.
5. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect; and

SECTION ELEVEN: SUBGRANTEE REPRESENTATIVE

The grant representatives listed below are the Federal Awarding Agency, State Administering Agency, and subgrantee representatives' responsible for overall fiscal and programmatic supervision of the approved program.

FEDERAL AWARDING AGENCY

Office of Justice Programs	Elaine Smokes
807 7 th Street NW	State Policy Advisor
Washington, DC 20531	
Telephone: (202)307-0690	Telephone: (202)598-7139
Email: askOCR@usdoj.gov	Email: Elaine.smokes@ojp.usdoj.gov

STATE ADMINISTERING AGENCY

Department of Public Safety	Oliver Benavidez, JAG Program Coordinator
4491 Cerrillos Rd.	4491 Cerrillos Rd.
Santa Fe, New Mexico 87504	Santa Fe, New Mexico 87504
	Telephone: (505) 479-0507
	Email: oliver.benavidez@dps.nm.gov

SUBGRANTEE REPRESENTATIVES

Louis Tavizon, Chief of Police	Traci Alvarez
507 Mcadoo	505 Sims Street
Truth or Consequences, NM 87901	Truth or Consequences, NM 87901
Telephone: 575-894.1204	Telephone: 575-952-0565
Email: ltavizon@torenm.org	Email: talvarez@torcnm.org

SECTION TWELVE: AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Bureau to the subgrantee. The Bureau is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Bureau. The Bureau's decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

SECTION THIRTEEN: WAIVER

The Bureau or subgrantee's failure to require strict performance of any provision of this Agreement shall not waive or diminish the right thereafter to demand strict compliance with that or any other provision. No waiver by either 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.

SECTION FOURTEEN: THIRD-PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this Agreement.

SECTION FIFTEEN: LIABILITY AND NEW MEXICO TORT CLAIMS ACT

The subgrantee is responsible for any liability associated with the actions or omissions of it or its own employees, including violations of rights and privileges guaranteed under the Laws and Constitution of the United States and New Mexico. Any liability incurred in connection with this Subgrant Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30, as amended. No provision of this Subgrant Agreement establishes any waiver of immunity from liability for alleged tortious

conduct of any employee of the Bureau or the Sub grantee arising from the performance of this Subgrant Agreement apart from that set forth in the New Mexico Tort Claims Act.

SECTION SIXTEEN: SEVERABILITY

If any term or condition of this Subgrant Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

SECTION SEVENTEEN: INSTRUCTIONS AND FORMS

Instructions and forms necessary to carry out the administration of the grant as outlined in this Agreement are made available by the Bureau. Forms are incorporated into and made part of this Agreement upon completion.

SECTION EIGHTEEN: GRANT CLOSEOUT

1. The subgrantee will close-out the award when it determines that all applicable administrative actions and all required work of the award have been completed. This section specifies the actions the subgrantee must take to complete this process at the end of the period of performance.
 - A. The subgrantee must submit, no later than 30 calendar days after the end date of the grant period, all financial, performance, and other reports as required by the terms and conditions of the Federal award. DPS may approve extensions when requested by the Subgrantee, and its decision regarding approval will be determined on a case-by-case basis.
 - B. DPS will make prompt payments to the subgrantee for allowable reimbursable costs under the award being closed out.
 - C. The subgrantee must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.
 - D. The Bureau will initiate a site visit closeout upon the closing of the grant period to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.

SECTION NINETEEN: STATUS OF SUBGRANTEE

The subgrantee and its agents and employees are not, by virtue of this Agreement, agents or employees of the Bureau, or the State of New Mexico. The subgrantee, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico as a result of the Agreement.

SECTION TWENTY: ATTACHMENTS AND CERTIFICATIONS

1. Attachments listed below are incorporated into and made part of this Subgrant Agreement. The below listed certifications must be completed and returned to the Bureau along with this Agreement. They are incorporated and made part of this Subgrant Agreement upon execution.
 - A. Subgrantee's Application (Attachment A)
 - E. Certification of Compliance with Equal Employment Opportunity Plan ((EEOP) Requirements (Certification 1)
 - F. Certified Assurances including Uniform Crime Reporting and Supplanting (Certification 2)
 - G. Privacy Certification (Certification 3)
 - H. Overtime Certification (Certification 4)

THEREFORE, the subgrantee and the Bureau do hereby execute this Subgrant Agreement as witnessed by the signatures below:

SUBGRANTEE:

By: _____

Date: _____

Signature of Certifying Official

Printed Name _____

Title _____

By: _____

Date: _____

Program Agency Director

Printed Name _____

Title _____

DEPARTMENT OF PUBLIC SAFETY:

By: _____

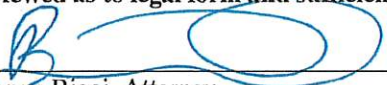
Date: _____

Signature of Cabinet Secretary/Awarding Official

Jason R. Bowie

Printed Name _____

Reviewed as to legal form and sufficiency, Office of Legal Affairs

By:  _____

Date: 10/30/2023

Brianne Bigej, Attorney

Printed Name _____



NEW MEXICO DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU

2021 JAG AWARD ACCEPTANCE INSTRUCTIONS & CHECKLIST

Congratulations on your 2021 Edward Byrne Memorial Justice Assistance (JAG) Grant Award! The attached Subgrant Agreement serves as the official document binding the subgrantee and New Mexico Department of Public Safety.

In order to indicate full acceptance of the terms and conditions of this Subgrant Agreement, please have the agreement executed by the authorized subgrantee fiscal agency official designated in the application. This individual should have the authority to enter into a contract on behalf of the fiscal agency. Please note, an electronic signature will not be accepted unless it resembles a physical signature.

To accept your 2021 JAG sub-award, the signed Subgrant Agreement should be submitted to the New Mexico Department of Public Safety Grants Management Bureau by mailing the original copy of the executed agreement to the address below:

*Department of Public Safety
Grants Management Bureau
ATTN: Oliver Benavidez
4491 Cerrillos Rd.
P.O. Box 1628
Santa Fe, NM 87504-1628*

The signed Subgrant Agreement may also be emailed to oliver.benavidez@dps.nm.gov in order to expedite acceptance, however a physical copy **must** still be mailed to the above address. Requests for reimbursement will not be processed until the physical copy is received.

Checklist of Required Documents for Acceptance

☐ One original Subgrant Agreement executed by the authorized official of the fiscal agency and the program agency director;

☐☐



New Mexico
Department of Public Safety

MICHELLE LUJAN GRISHAM
GOVERNOR

JASON R. BOWIE
CABINET SECRETARY

W. TROY WEISLER
CHIEF / DEPUTY SECRETARY

BENJAMIN A. BAKER
DEPUTY SECRETARY

October 31, 2023

Luis Tavizon, Chief of Police
Truth or Consequences Police Department
507 Mcadoo
Truth or Consequences, NM 87901

Dear Chief Tavizon,

On behalf of the New Mexico Department of Public Safety, it is my pleasure to inform you that your application for Contingency Funds from the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program has been recommended for funding. Based on available contingency funding, the Truth or Consequences Police Department has been awarded \$24,231.68. The 2021 JAG grant award will be effective from October 26, 2023, through June 30, 2024.

In addition, all subgrantees who receive funding will be required to attend the Drug Enforcement Advisory Council (DEAC) meetings, which are held on a quarterly basis, as part of the award agreement.

If you have any questions regarding this correspondence, please contact Sheila McDonald, Grants Management Bureau Chief, at (505) 469-5817.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason R. Bowie", is written over a horizontal line.

Jason R. Bowie
Cabinet Secretary

JRB:ob

GMB RFR Tracking Form
TRUTH OR CONSEQUENCES POLICE DEPARTMENT

Program Identification

A. Sub-grant Number: 21-JAG-TORCC-SFY24
 B. Contact Person: Louis Tavizon, Chief of Police; Traci Alvarez, Assistant City Manager
 C. Telephone: 575-894-1204; 575-952-0565
 D. E-mail Address: ltavizon@torccnm.org; talvarez@torccnm.org

E. Sub-recipient: Truth or Consequences Police Department
 F. Sub-recipient Address: 507 Mcadoo, Truth or Consequences, NM 87901

15PBJA-21-GG-00283-JAGX					NMDPS Invoice Number:												% of award Expended:		0	
					Date RFR Received:															
		Budget Amendments																		
CATEGORY	Original Budget	#1	#2	#3	Amended Budget	RFR1	RFR2	RFR3	RFR4	RFR5	RFR6	RFR7	RFR8	RFR9	RFR10	RFR11	RFR12	Balance	Expended	
Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Equipment	\$24,231.68	\$0.00	\$0.00	\$0.00	\$24,231.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,231.68	\$0.00	
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Confidential Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Costs		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Awarded	\$24,231.68	\$0.00	\$0.00	\$0.00	\$24,231.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,231.68	\$0.00	
Personnel																				
Benefits																				
Contractual																				
In-State Travel																				
Out-of-State Travel																				
Equipment																				
Paraclete Phalanx Ballistic Shield Level III	\$23,111.60	\$0.00	\$0.00	\$0.00	\$23,111.60														\$23,111.60	\$0.00
Force Entry Equipment	\$986.12																			
Force Entry Tool Back Pack	\$133.96	\$0.00	\$0.00	\$0.00	\$133.96														\$133.96	\$0.00
	\$24,231.68	\$0.00	\$0.00	\$0.00	\$23,245.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,245.56	\$0.00	
Supplies																				
Confidential Funds																				
Other Costs																				
Program Income																		TOTAL		
Program Income Received																		\$	-	
Program Income Expended																		\$	-	
Balance																		\$	-	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: I.4

SUBJECT: Discussion/Action – Advertise various City properties for sale

DEPARTMENT: Community Development

DATE SUBMITTED: November 8, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Properties have been surveyed and appraised. Staff would like to advertise the properties for sale.

Recommendation:

Approve advertisement of property sales

Attachments:

- 612 E Second Survey
- Sierra Vista Lots 56-59 Survey
- Sierra Vista Lots 65-66 Survey
- 66.960 Acre Tract East of the Veterans Home
- All Appraisals available for download at https://torcnm.org/departments/community_development

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: [Click here to enter text.](#)

BOUNDARY SURVEY PLAT
of a 0.179 acre tract of land
in the SE1/4 of Block 3, La Vista Addition,
a subdivision in the City of Truth or Consequences, Sierra County,
New Mexico

Notes:

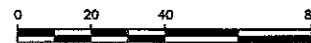
The tract is subject to easements, restrictions and reservations of record

The tract shown hereon is located within the boundaries of Flood Zone X,
"area determined to be outside 500-year flood plain"

Property address is 612 E. Second Avenue

Use drawing scale to determine measurements when not labeled

GRAPHIC SCALE



(IN FEET)

1 inch = 040 ft.

January 27, 2022

Chaparral Surveying, LLC

Professional Land Surveying

P.O. Box 625 Elephant Butte, New Mexico 87825

CERTIFICATE

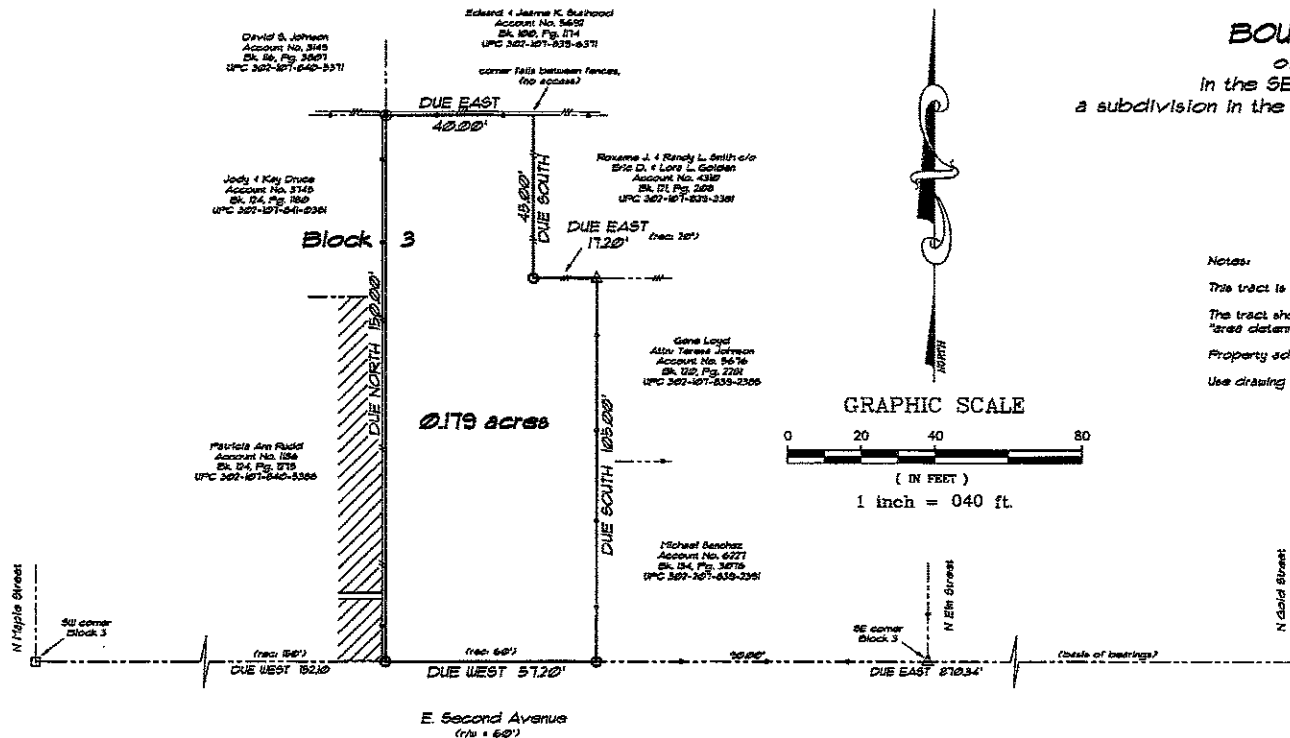
This is to certify that I am a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief.
I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this is a boundary survey of an existing tract or tracts.

This plat meets the minimum requirements of the Standards of Land Surveys in New Mexico.

David M. Senn

David M. Senn
New Mexico Professional Surveyor
License Number 0229

INDEXING INFORMATION FOR COUNTY CLERK
City of Truth or Consequences (5677)
La Vista Addition
Sec. 34, Tshp. 13 South, Rge. 4 West



Reference:

Account No. 5677

UPC 302-107-040-0386

Book 130, Page 71, (Quitclaim Deed)

La Vista Addition Subdivision Plat filed on January 27, 1939, (Plat No. 15-B, Slide No. 57)

National Flood Insurance Program, Flood Insurance Rate Map Community-Panel No. 350013 0003 C, (map revised July 16, 1996)

Legend:

found 3/8" rebar w/survey stamped "RLS 8473" Ⓞ

found 1/2" rebar, (no survey identification) □

set 1/2" rebar w/survey stamped "NPLS 0229" ○

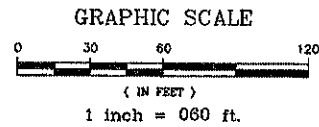
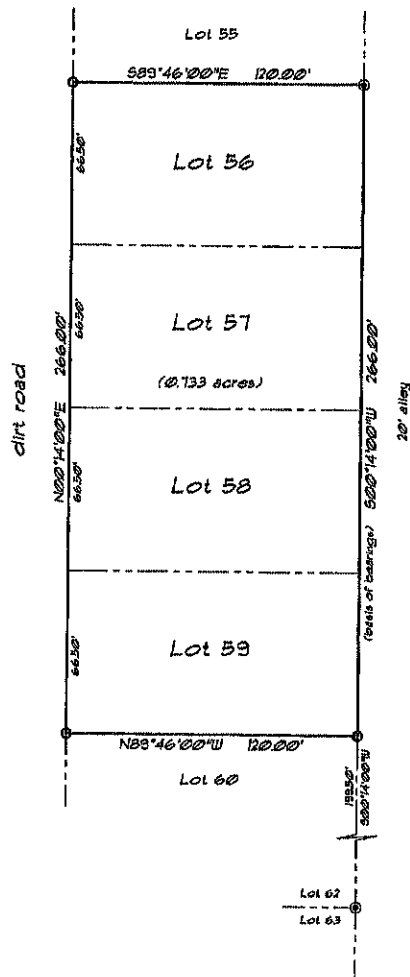
fence corner, (in concrete) ▲

panel fence ————

chain link fence ————

board fence ————

BOUNDARY SURVEY PLAT
of Lots 56 thru 59, Sierra Vista Addition,
in the City of Truth or Consequences, Sierra County,
New Mexico



Notes:

These lots are subject to easements, restrictions and reservations of record

The lots shown hereon are located within the boundaries of Flood Zone X, "area determined to be outside 500-year flood plain"

Reference:

Account No. 20671

UPC 302-307-005-5171

Plat of Supplement of January 1951, Sierra Vista Addition, filed on February 20, 1951, (Plat No. 35, Slide No. 78.)

National Flood Insurance Program, Flood Insurance Rate Map Community-Panels No. 350073 0005 C, (revised to reflect LOMR effective: April 23, 2010.)

Legend:

round 5/8" rebar w/survcap stamped "LOFTUS & CO. RLS 8473" ©

set 1/2" rebar w/survcap stamped "NPLS 12123" ©

December 20, 2021

Chaparral Surveying, LLC
Professional Land Surveying

P.O. Box 629 Elephant Butte, New Mexico 87835

CERTIFICATE

This is to certify that I am a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said survey and this plat are true and correct to the best of my knowledge and belief.

I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this is a boundary survey of an existing tract or tracts.

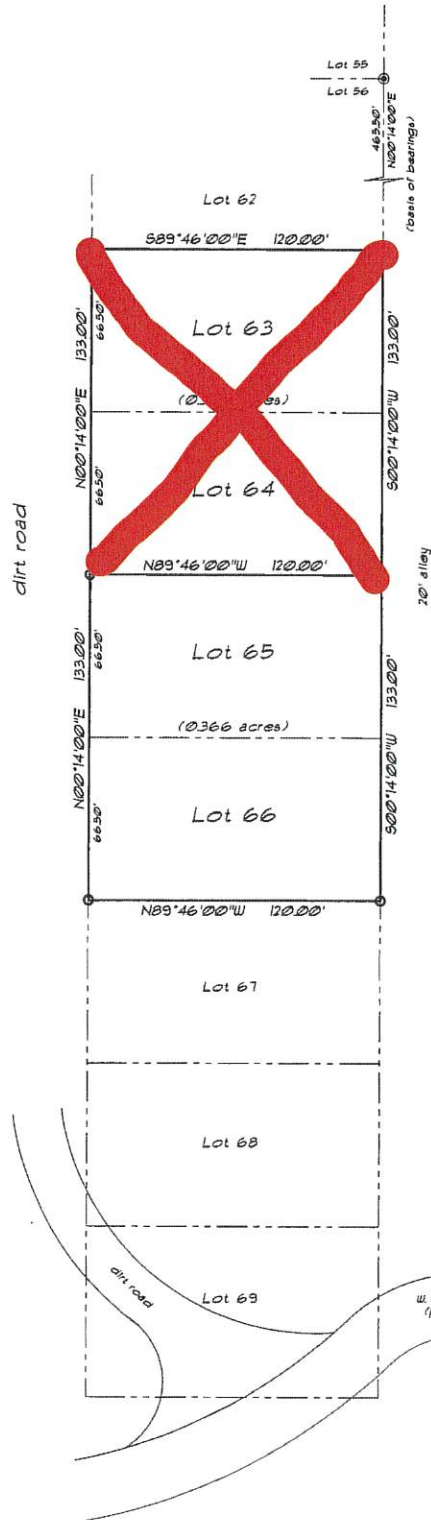
This plat meets the minimum requirements of the Standards of Land Surveys in New Mexico.



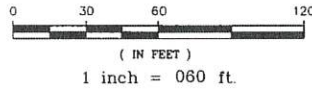
David M. Sans
New Mexico Professional Surveyor
License Number 1223

INDEXING INFORMATION FOR COUNTY CLERK
City of Truth or Consequences (20671)
Sierra Vista Addition
Section 32, Tshp. 13 South, Rge. 4 West

BOUNDARY SURVEY PLAT
of Lots 63 thru 66, Sierra Vista Addition,
In the City of Truth or Consequences, Sierra County,
New Mexico



GRAPHIC SCALE



Notes:

These lots are subject to easements, restrictions and reservations of record

The lots shown hereon are located within the boundaries of Flood Zone X, "area determined to be outside 500-year flood plain"

December 20, 2021

Chaparral Surveying, LLC
Professional Land Surveying

P.O. Box 629 Elephant Butte, New Mexico 87935

CERTIFICATE

This is to certify that I am a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief.
I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this is a boundary survey of an existing tract or tracts.

This plat meets the minimum requirements of the Standards of Land Surveying in New Mexico.

David M. Sam
David M. Sam
New Mexico Professional Surveyor
License Number 029

INDEXING INFORMATION FOR COUNTY CLERK
City of Truth or Consequences (20671)
Sierra Vista Addition
Section 32, Tshp. 13 South, Rge. 4 West

Reference:

Account No. 20672

UPC 302-307-005-5171

Plat of Supplement of January 1951, Sierra Vista Addition, filed on February 20, 1951, (Plat No. 35, Slide No. 78)

National Flood Insurance Program, Flood Insurance Rate Map Community-Panel No. 350013 0005 C, (revised to reflect LOMR effective: April 23, 2018)

Legend:

found 5/8" rebar w/survcap stamped "LOFTUS & CO. RLS 8473" ©

set 1/2" rebar w/survcap stamped "NMPLS 12129" ○

ALTERNATE SUMMARY PROCEDURE-SUMMARY PLAT
of the division of a 76.926 acre tract of land
in Sections 4 and 5, Township 14 South, Range 4 West, NMPM,
in the City of Truth or Consequences, Sierra County,
New Mexico

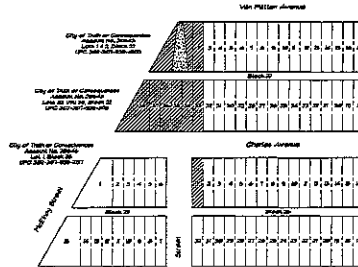
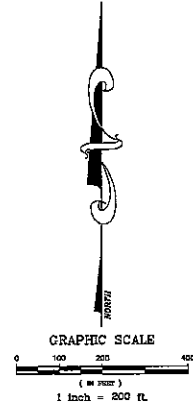
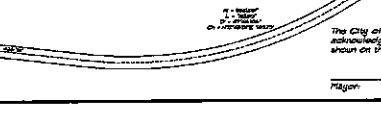
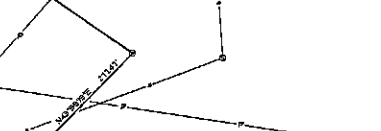
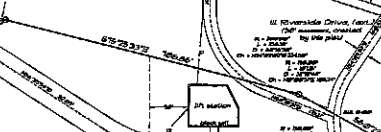
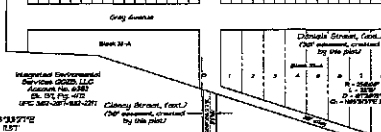
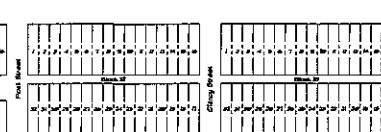
Edmond Centerline This to Section Corner
 Edmond Street Extension from Station 2+00.0
 N89°05'17"W 335.937 feet

W. Riverdale Drive Extension from Station 2+00.0
 N45°10'57"W 350.643 feet

Glincy Street Extension from Station 2+00.0
 N45°10'57"W 350.643 feet

Dingle Street Extension from Station 2+00.0
 N07°04'47"W 340.602 feet

Arroyo from Station 2+00.0
 N09°05'17"W 372.618 feet

Palomas Hot Springs
Townsite

LINE TABLE			
④ N05°30'E 30.66'	⑤ S84°30'E 30.66'	⑥ N05°30'E 30.66'	⑦ N85°30'E 30.66'
⑧ S77°30'E 30.66'	⑨ N77°30'E 30.66'	⑩ S05°30'E 30.66'	⑪ N77°30'E 30.66'

CURVE TABLE			
$R = 540.23'$ $L = 346.0'$ $D = 67.50^\circ 32'$ $CH = 146.70727' \text{ BEAR}$	$R = 540.23'$ $L = 346.0'$ $D = 67.50^\circ 32'$ $CH = 146.70727' \text{ NOSE}$	$R = 540.23'$ $L = 346.0'$ $D = 67.50^\circ 32'$ $CH = 146.70727' \text{ BEAR}$	$R = 540.23'$ $L = 346.0'$ $D = 67.50^\circ 32'$ $CH = 146.70727' \text{ NOSE}$
$R = 540.23'$ $L = 346.0'$ $D = 67.50^\circ 32'$ $CH = 146.70727' \text{ BEAR}$	$R = 540.23'$ $L = 346.0'$ $D = 67.50^\circ 32'$ $CH = 146.70727' \text{ NOSE}$	$R = 540.23'$ $L = 346.0'$ $D = 67.50^\circ 32'$ $CH = 146.70727' \text{ BEAR}$	$R = 540.23'$ $L = 346.0'$ $D = 67.50^\circ 32'$ $CH = 146.70727' \text{ NOSE}$

August 14, 2023

Chaparral Surveying, LLC
Professional Land Surveying
P.O. Box 605 Elephant Butte, New Mexico 87535

CERTIFICATE

This is to certify that I as a registered Professional Land Surveyor, that this plat is prepared from notes of field survey made by me or under my supervision, that said survey and the plat are true and correct to the best of my knowledge and belief. I further certify that this survey is a land division but not a subdivision as qualified herein.

This plat meets the ethical requirements of the Standards of Land Surveying in New Mexico.

David M. Sans
New Mexico Professional Accountant

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-22-2011 BY 60322 UCBAW

INDEXING INFORMATION FOR COUNTY CLERK
City of Truth or Consequences (20842)
Section 4 and Section 5
Township 14 South, Range 4 West, NMPM

References
 Account No. 206-42
 Book 52, Pages 59-62, (Gustafson deed)
 LPMC 3452-3457-15549-15541
 National Flood Insurance Program, Flood Insurance Rate Map for the City of Truth or
 Shivers County, New Mexico, Community-Plan No. 816473 B-009 G, (Map
 revised July 4, 1990)
 City of Truth or Consequences Subdivision Codes, Ordinance Number 385, Redesignated
 May 23, 2006.

Legend

- Round 10" rebar, (no survey identification) (1)
- Round 3/8" rebar where/cup stamped "HPS 100M" (2)
- Round 1/2" rebar where/cup stamped "HPS 100" (3)
- Round "cross-cup" in concrete stamped "S 5005" (4)
- exposed rebar (5)

Survey Force 2010

These tests are subject to statements, restriction and non-acceptance of record

The tracts shown herein are located within the boundaries of Flood Zone X
"areas determined to be outside the 100-year flood plain" and Flood Zone
AE, "special flood hazard areas inundated by the 100-year flood, with some
flood elevations determined"

The herein described tracts were created under the City of Truth or Consequences Subdivision Code, Ordinance Number 665, adopted May 20, 1986, (see Chapter 2, Section 5, Altamira Summary Proceedings)

Base of bearing: ± 20.584 , Geocentric North is ground distances based on GPS observation

On corners found without survey identification, an aluminum tag and DGS[®] was applied.

(Use plating scale to determine measurements when not labeled)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 15, 2023

Agenda Item #: I.5

SUBJECT: Approval of the Records Inventory List for destruction
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 9, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The City Police Department has added another 106 boxes to their records destruction inventory. If approved by the governing body, a date of destruction will be scheduled.

Recommendation:

Approve the 2023 Police Department Records inventory List for destruction.

Attachments:

- 2023 Police Department Records inventory List

Fiscal Impact (Finance): Choose an item.

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-15-2023

**CITY OF TRUTH OR CONSEQUENCES
RECORDS FOR DESTRUCTION NOVEMBER 2023**

Department	Description of Record	Year of Record	Item # Authorizing Destruction	Archive Box Number	Date Destroyed
PD	CHJ 1990-2014	1990-2014	1.19.9.105	2023-101	
PD	Incident 110201-110369	2011	1.19.8.803	2023-102	
PD	Citations by Officers No Longer Here	2004-2012	1.19.8.810	2023-103	
PD	Incidents 101126-101245	2010	1.19.8.803	2023-104	
PD	T or C Incidents 121116-121260	2012	1.19.8.803	2023-105	
PD	Incidents 140471-140616	2014	1.19.8.811	2023-106	
PD	Incidents 090001-090190	2009	1.19.8.803	2023-107	
PD	T or C Incidents 121261-121368	2012	1.19.8.803	2023-108	
PD	Incidents 091501-091590	2009	1.19.8.803	2023-109	
PD	Incidents 090191-090380	2009	1.19.8.803	2023-110	
PD	2015 Accidents	2015	1.19.8.811	2023-111	
PD	Incidents 090881-091100	2009	1.19.8.803	2023-112	
PD	Incidents 091101-091320	2009	1.19.8.803	2023-113	
PD	Crash	2009	1.19.8.811	2023-114	
PD	Incidents 091321-091500	2009	1.19.8.803	2023-115	
PD	T or C Incidents 120471-120650	2012	1.19.8.803	2023-116	
PD	Incidents 110902-111099	2011	1.19.8.803	2023-117	
PD	Incidents 100751-100927	2010	1.19.8.803	2023-118	
PD	Incidents 100351-100550	2010	1.19.8.803	2023-119	
PD	Incidents 100001-100170	2010	1.19.8.803	2023-120	
PD	Incidents 100171-100350	2010	1.19.8.803	2023-121	
PD	Incidents 110751-110901	2011	1.19.8.803	2023-122	
PD	Crashes 111100-111149	2011	1.19.8.811	2023-123	
PD	T or C Incidents/WB Incidents 12A0078-12A2164 WP120001-WP120031 WP12A0001-WP12A0011	2012	1.19.8.803	2023-124	
PD	T or C Incidents 120966-121115	2012	1.19.8.803	2023-125	
PD	Incidents 090701-090880	2009	1.19.8.803	2023-126	
PD	Incidents 090381-090700	2009	1.19.8.803	2023-127	
PD	T or C Incidents 120276-120470	2012	1.19.8.803	2023-128	
PD	Incidents 080852-081050	2008	1.19.8.803	2023-129	

**CITY OF TRUTH OR CONSEQUENCES
RECORDS FOR DESTRUCTION NOVEMBER 2023**

Department	Description of Record	Year of Record	Item # Authorizing Destruction	Archive Box Number	Date Destroyed
PD	Incidents 080431-08650	2008	1.19.8.803	2023-130	
PD	Incidents 080201-080430	2008	1.19.8.803	2023-131	
PD	Incidents 081450-081576	2008	1.19.8.803	2023-132	
PD	Incidents 080001-080200	2008	1.19.8.803	2023-133	
PD	Incidents 080651-080850	2008	1.19.8.803	2023-134	
PD	Incidents 081251-081449	2008	1.19.8.803	2023-135	
PD	Incidents 081051-081250	2008	1.19.8.803	2023-136	
PD	Incidents 110370-110550	2011	1.19.8.803	2023-137	
PD	Incidents 100551-100750	2010	1.19.8.803	2023-138	
PD	ACO 120001-120014 SRO 120001-120059 T or C Accidents 12A00001-12A0075	2012	1.19.8.821 1.19.8.811	2023-139	
PD	Incidents 120146-120275	2012	1.19.8.803	2023-140	
PD	Incidents 120001-120145	2012	1.19.8.803	2023-141	
PD	CJH	1979-2014	1.19.9.105	2023-142	
PD	Incidents 141045-141200	2014	1.19.8.803	2023-143	
PD	Incidents 140920-141044	2014	1.19.8.803	2023-144	
PD	Incidents	1998-2000	1.19.8.803	2023-145	
PD	Incidents 160321-160479	2016	1.19.8.803	2023-146	
PD	Incidents 140301-140470	2014	1.19.8.803	2023-147	
PD	Arrests 150001-150841	2015	1.19.8.803	2023-150	
PD	Incidents 150315-151011	2015	1.19.8.803	2023-151	
PD	Incidents 140762-140921	2014	1.19.8.803	2023-152	
PD	Incidents 150001-150483	2015	1.19.8.803	2023-153	
PD	Incidents 150243-150664	2015	1.19.8.803	2023-154	
PD	Incidents 150806-150993	2015	1.19.8.803	2023-155	
PD	Incidents 150002-150515	2015	1.19.8.803	2023-156	
PD	Incidents 140001-140340	2014	1.19.8.803	2023-157	
PD	WP 14A0001-ACO140031	2014	1.19.8.803/821	2023-158	
PD	Incidents 150668-151000	2015	1.19.8.803	2023-159	
PD	Incidents 140617-160758	2014	1.19.8.803	2023-160	
PD	Incidents 141201-AC 140070	2014	1.19.8.803/821	2023-161	
PD	Animal Control Logs	2006-2013	1.19.8.821	2023-162	

**CITY OF TRUTH OR CONSEQUENCES
RECORDS FOR DESTRUCTION NOVEMBER 2023**

Department	Description of Record	Year of Record	Item # Authorizing Destruction	Archive Box Number	Date Destroyed
PD	Incidents/CAC Williamsburg	2008-2011	1.19.8.803	2023-163	
PD	Crash Reports 14A0001-14A0121	2014	1.19.8.803	2023-164	
PD	Incident Reports 110551-110750	2011	1.19.8.803	2023-165	
PD	Incident Reports 110001-110200	2011	1.19.8.803	2023-166	
PD	Arrest/Booking Reports	2014-16	1.19.9.105	2023-167	
PD	Traffic Citations	2003-13	1.19.8.810	2023-168	
PD	Incidents 100928-101125	2010	1.19.8.803	2023-169	
PD	Incidents/CAC Williamsburg	2008-2011	1.19.8.803	2023-170	
PD	Incidents	2002-03	1.19.8.803	2023-171	
PD	Incidents 160799-160974	2016	1.19.8.803	2023-172	
PD	Incidents 160173-160320	2016	1.19.8.803	2023-173	
PD	Incidents 160000-160149	2016	1.19.8.803	2023-174	
PD	Incidents 160628-160796	2016	1.19.8.803	2023-175	
PD	Incidents 160480-160627	2016	1.19.8.803	2023-176	
PD	Incidents 151012-151178	2015	1.19.8.803	2023-177	
PD	2011 Cases 110508-111162	2011	1.19.8.803	2023-178	
PD	Accident Reports 10A0001-10A0137	2010	1.19.8.803	2023-179	
PD	Incidents 120651-120820	2012	1.19.8.803	2023-180	
PD	2015 Accidents	2015	1.19.8.803	2023-181	
PD	Incidents 120821-120965	2012	1.19.8.803	2023-182	
PD	Incident Cases 140135-140300	2014	1.19.8.803	2023-183	
PD	CHJ 562-788	1971-2008	1.19.9.105	2023-184	
PD	Incidents 161150-161293	2016	1.19.8.803	2023-185	
PD	Incidents 160975-161149	2016	1.19.8.803	2023-186	
PD	Incidents WP130001-39	2013	1.19.8.803	2023-187	
	ACO WP13A0001-12		1.19.8.811		
	SRO 130001-56		1.19.8.821		
PD	Incidents	1982-1991	1.19.8.803	2023-188	
PD	T or C Accidents 13A0001-A0146	2013	1.19.8.803	2023-189	
PD	Incident Reports 170802-170959	2017	1.19.8.803	2023-190	
PD	Reports 170961-171152	2017	1.19.8.803	2023-191	
PD	Reports 170410-170638	2017	1.19.8.803	2023-192	

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RECORDS FOR DESTRUCTION NOVEMBER 2023

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