

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoepfner
Commissioner

Angie Gonzales
City Manager

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

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, JULY 24, 2024; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

E. CONSENT CALENDAR

1. City Commission Regular Minutes, June 26, 2024
2. City Commission Special Minutes, July 2, 2024
3. Acknowledge Public Utility Advisory Board Minutes, June 17, 2024
4. Acknowledge Public Arts Advisory Board Minutes, June 4, 2024
5. Subrecipient FY 23/24 4th Quarter Reports
6. Take Home Vehicle Form

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 08 24/25 approval of final 2023-24 Budget Adjustments. Kerin Salcedo, Interim Finance Director
2. Discussion/Action: Resolution No. 09 24/25 approval of FY 23/24 4th Quarter Report. Kerin Salcedo, Interim Finance Director
3. Discussion/Action: Resolution No. 10 24/25 to accept the final 2024-25 Budget. Kerin Salcedo, Interim Finance Director
4. Discussion/Action: Amendment to Resolution 03 22/23 Animal Shelter Fees. Tara Manning, Animal Shelter Manager
5. Discussion/Action: Publication of Ordinance 768, Amending Sec. 3-98 of the Municipal Code of Ordinances pertaining to safekeeping of animals by the animal shelter. OJ Hechler, Community Services Director

G. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 767 Authorizing the Execution and delivery of a loan agreement and intercept agreement by and between the City of T or C, and the New Mexico Finance Authority, evidencing a special limited obligation of the governmental unit to pay a principal amount not to exceed \$2,000,000, together with interest thereon for the purpose to acquire, construct, renovate, furnish, equip, beautify and improve a public safety building for the benefit of the city and its residents. Chris Muirhead, Modrall, Sperling

H. NEW BUSINESS

1. Discussion/Action: Approval of Purchase Agreement for 210 Main and Authorization of continued city action. City Manager Gonzales
2. Presentation/Discussion/Action: Electronic Message Board. David Johnson, Facility Maintenance Manager
3. Discussion/Action: Approval of Purchase Requisitions over \$20,000. City Manager Gonzales
4. Discussion/Action: Amendment to the Letter of Agreement between the Truth or Consequences Animal Shelter and Sierra County Animal Rescue Society. OJ Hechler, Community Services Director
5. Discussion/Update: Water Update. Arnie Castaneda, Water/Wastewater Director
6. Discussion/Update: PD Update. Chief of Police Tavizon
7. Discussion/Action: Accept 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Award. Chief of Police Tavizon
8. Discussion/Action: Revised Parcel Survey for Property Appraisal. Assistant City Manager Alvarez
9. Discussion/Action: Reed Rocket Minimum Offer Acceptance. Assistant City Manager Alvarez
10. Discussion/Action: Approval of the Records Inventory List for destruction. City Clerk Torres

I. 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 AUGUST 14, 2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: E.1

SUBJECT: City Commission Regular Minutes, June 24, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 17, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

• -
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-24-24

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JUNE 26, 2024

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation. He asked that we keep the community of Ruidoso in our thoughts and prayers. He also asked that we keep Commissioner Hoepfner's family in mind. We wish his mom a good recovery.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Pro-Tem made a motion to remove item E4 from the agenda. Commissioner Mitchell and Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PUBLIC COMMENT (3 Minute Rule Applies):

Ron Pacourek addressed the Commission with comments related to:

- The surrounding areas have had a lot of flood warnings, and we've had a lot of rain here, and living by the river, I have seen that my neighbor's dock is fine, but after the rain the water is a ft. below his dock so how do we get somebody to turn the river down or off when we have the big rains? When it rains, it comes from the east side of the river, and then it comes from Cuchillo Negro on the west side of the river. I can tell what side it is coming from because of what side of the river it's on. Is there some procedure or protocol to have them turn the dam down or off? I know can't happen overnight, but is there some way we can slow it down? This has been a concern, and this has been brought up to the Commission before, but nothing has been done about it. I am also concerned about the jet skis on the river. There are no wake signs on the river, and we have floaters on the river, and the jet skis just rip up and down the river. I had sent some pictures to some of the previous Commissioners. I think we need to have an ordinance about no wake on the river in the city limits.

Robin Matson addressed the Commission with comments related to:

- She was concerned with 3rd Street and the fact that there are no sidewalks. People speed up and down that street and she is afraid that somebody is going to get hit. It's dangerous to walk on the side of the street.

Rebecca Eza addressed the Commission with comments related to Mainstreet Truth or Consequences upcoming projects and events:

- They are in the beginning phases of pursuing some grant options for a funding project to create some signage at both interstate entrances to direct people to our wonderful downtown area. We want to also have signs to direct them to various locations. We will definitely keep you guys in the loop. There was some work done a couple of years ago with a design that Mainstreet works with, so there are already some designs that are suggested. We plan to have public meetings and public comments.
- We had our first planning meeting for Fiesta 2025. We will be soliciting many volunteers to help with the planning stages of that. We are also working on hiring a Fiesta Coordinator. We will be putting out a job description for that sometime in July. It will be a part-time paid position that will do a lot of the administrative work of things to come.

CITY COMMISSION JUNE 26, 2024 REGULAR MEETING MINUTES

- Our next business breakfast is scheduled for July 11th at 8:00 a.m. at the Turtleback Coworking so if any of you are available, please stop by and have breakfast and socialize with the downtown businesses.
- We have completed our move into our new office space at the old Studio DeLaLuz building at 308 South Pershing.

Arnie Castaneda addressed the Commission with comments related to:

- He recognized his employees Anthony Collister and Jamie Foreman for getting their certifications. Anthony is now a Water level 1 and Jamie is a Sampler level 1 for Water.

D. REPORTS:

City Manager Gonzales reported the following:

City Commission Reports:

- The interim budget was approved yesterday, and there's a list of stuff that we need to do. I will be working with Kerin on that. The end of the Fiscal year for us is Friday, so we will be rolling over actual fund amounts. We will have to do a resolution and there is a long list of things we need to do.
- We have to follow a GRT schedule, and all businesses are required to submit the report by the 25th of each month. In March of 2022 your GRT collected was \$242,077, and last year was \$286,000. We all know what was going on last year with the construction. This year's GRT was \$357,000, and the roundabouts are pretty much wrapped up. We are technically down \$30,000, because we don't have as much construction going on. I still think that the movie helped us out with GRT. We won't see May's GRT until the new fiscal year.

Commissioner Fahl reported the following:

- I wanted to reference back about the safe boating act comment. I'm not an expert on that, but I know when we were talking about the Turtleback Trails segment, we talked about that a lot, and we met with the current Chief and the Sherrif at the time. Since, then, about 3 months ago, I met with the Counties Emergency Administration Office and the Sherriff and we talked about concerns and who has jurisdiction there, and what I understand is that the Sherriff has a jurisdiction there. The Bureau of Reclamation has a law enforcement officer. He is in Salt Lake City, so he won't be able to respond on a timely basis, but according to the Sheriff, that's what he told me when we had the discussion. I am hoping he will visit again with the Chief now that it has been brought up again, so they can come up with a plan.

Mayor Pro-Tem Forrister: We should have the Bureau of Reclamation give us an update on the procedure.

Commissioner Mitchell reported the following:

- We are gearing up for our 75th annual Fiesta and we are going to need a lot of help. There will be a call for volunteers for the planning process and for helping out during the event. It will be advertised in July in the paper and on social media.
- Truth or Consequences had a pride event this past weekend that was very well attended, and it was a very successful event. There were no incidences which was very exciting to be able to see the community celebrate and not have any issues.
- The Swim Team is in full swing this summer. Our state championships are on July 13th. After that we will be offering free swimming lessons to the community so if you haven't signed up you can sign up at the swimming pool and we will contact you. That is kind of our thank you to the community. We live next to a lot of water, so we want to make sure that our kids know how to swim.

Commissioner Hoeppner reported the following:

- I met with the Mayor of the hometown in Germany and I asked him about there partner city programs and I asked if we could maybe be part of that because of the size. They are a town of 40,000 and we are a small town. It told me that it is not possible because there are many things that need to fall in place to be a partner city. He was here because he is all about culture, and he was here for culture exchange. He pretty much opened himself up for us for when we want to be a partner in the form of a cultural exchange. In Germany there is a student exchange program that would give us the opportunity to send students from our community over to Germany and vice versa. They also offered us the chance to display some art by our local artists to display in our galleries. I think the exchange program is a good opportunity for everyone.

Mayor Pro-Tem Forrister reported the following:

- This Saturday and Sunday the high school volleyball team is bringing in head coach Ben Wallas from Utech as well as his assistants, and they are offering a camp to local kids grade 6-12 so if you have any kids that live here and would like to go take advantage of that it is a really cool opportunity.
- July 13th is the Sierra County Fair Cash Party. Tickets are available at the Sierra County Extension Office.
- I want to give kudos to the street department and the water department for fixing the road and vac station when she called them.
- Do we know what is going on with the water pressure at the school? Can we update the public on that?

Arnie Castaneda, Water/Wastewater Director: We bought a data logger and installed one at the school fire hydrant. We downloaded data two or three times already and we are constantly showing between 40 and 45 psi. Last Friday when we were in the area of Pizza Hut, Johnny B's and Walmart, they were showing around 50 psi which is not a big difference. I don't recall taking a pressure test at the school prior to any of this, but 40 and 45 psi is mostly adequate for any restroom or anything like that. I am stumped

because all of our valves are working correctly. The ones that are supposed to be closed are closed and the ones that are supposed to be opened are open. I plan to go by the school next week and visit with the Maintenance person to see if maybe there is something at the school that might be going on.

Mayor Pro-Tem Forrister: Why do you think their pressure reading was so low, as opposed to ours?

Arnie Castaneda, Water/Wastewater Director: I don't know. The pressure is consistent. The pressure is provided by the tanks across from the interstate and in order to get a spike on the pressure we'd have to drain the tank and fill it up within 30 minutes and that does not happen. There is consistently water in the tanks that provide pressure below to town. Every 2ft of water in the tank equals 1psi, and our tanks are around 50ft tall plus whatever the height is from the bottom of the tank to the school, that's how much pressure they should have. I am not sure exactly how much that is, but there should be more than enough pressure there.

Mayor Pro-Tem Forrister: I just want to make sure that they have enough pressure to at minimum be able to flush their toilets. They also need to water their grass and be ready for school.

Mayor Hechler reported the following:

- I spent some time last week studying the old WH Pacific drainage plan that we got last February. I read it a couple of times and then I met with Buster and he and I went around to the streets and visited every drainage site around town that the plan encompasses so I could get educated about this thing. We then called the engineering firm and talked with them a little bit and we made some recommendations. They are going to finalize their report and incorporate some of those recommendations, and we will be able to see that so we can make some intelligent decisions down the road concerning our drainage downtown. I am looking forward to that. I appreciate Buster Smith and the time he took to do that.
- On June 20th I attended the New Mexico State Parks fee meeting. We had the Civic Center reserved for them. What a contrast in meetings. The first meeting was held at the Richard Cooper training center and there was standing room only. It was very antagonistic to some degree. Some people had some issues because they saw the original fee structure. Since then, we wrote a letter to the state parks and we had it signed by our Commission, Elephant Butte Commission, and the Sierra County Commission. We sent the letter to the Governor's Office and to the Director of State Parks and they came back for that meeting. Some of the changes included some of the suggestions that we made. One being the primitive camping that was going to be changed from \$8 to \$20, and they took our recommendation, and they are going to recommend \$8 to \$10, so I think that was a good move for us. It is going to help fill that park up again, and I think that people will be encouraged to come. They were going to change the developed sites to \$20 but they moved them to \$15 which was also one of our recommendations. They listened to us, and they made some recommended changes. When it is all done with all of the changes and comparing the future to

the past, the State Parks still imposition to net over \$4 million from the changes that they made, and that will benefit them. The state parks were also very fortunate this year because they asked for \$10 million for capital improvements and they received \$16 million. It's for 35 state parks, but a lot of that money is coming here, and you see that in the improvement of the lakeshore highlands road, and at the Dam Site area.

- Our City Manager and I and some others reached out to the community of Ruidoso and offered our services. I talked to our Fire Chief and Emergency Operations Manager from the County and they also offered their assistance. I'm glad that we were able to offer those services.
- I spent some time coordinating a meeting with Senator Brantley and the secretary from the Governor's Office. Thank you, Arnie and Jamie, for preparing a slide show for them. We are enjoying a lot of attention from the Governor's Office. We've had Rebecca Roose who is the infrastructure advisor here earlier this year. Now Secretary Kenney is coming down and we are going to do the same thing with him. My understanding is that he is the one who influences a lot where the state is going to spend a lot of their infrastructure money, so I am really pleased to have him here. This is where we get started for next years appropriations. We lay the groundwork now to put us on the radar and things of that nature. I am really excited to get this thing going.
- I want to give a shout out to Senator Brantley because she is going to be at that meeting this afternoon. She has been a strong advocate for this community. Every time we need anything, I know who to call and who to ask.

City Attorney Rubin had no reports.

E. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 52 23/24 Budget Adjustment Request.

City Manager Gonzales reviewed the Budget Adjustment Request for fiscal 2024.

Mayor Pro-Tem Forrister made a motion to approve Resolution No. 52 23/24 Budget Adjustment Request. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: NMDOT Map Grant Agreement and Resolution 53 23/24.

Assistant City Manager Alvarez: The city applied for Map funding, and we received an offer of award in the amount of \$138,667. \$104,000 of that is a grant and \$34,667 will be a cash match. We applied for \$1,982,854 for design and construction services including full depth roadway construction for Pershing Street and Second Avenue from Main Street to Date Street. The waterline was completed on those roadways during the

drinking water revolving loan fund project, so we wanted to go in and re-do the street. The amount awarded is only going to cover the design of Pershing Street from Main Street to Second Avenue. The city has applied for the NMDOT Map funding multiple times over the last few years. This is the first time we've been awarded because it is highly competitive. We are happy to get on their radar and hopefully accept what they do have to offer.

Commissioner Fahl made a motion to approve the NMDOT Map Grant Agreement and Resolution 53 23/24. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution 54 23/24 Governing Mileage and Per Diem Compensation.

City Manager Gonzales: This is a resolution that spells out in policy what the mileage and per diem rates are going to be for the city of Truth or Consequences. It mirrors the state statute, and it is very clear about the private cars that are going to the legislature, that they will be paid the current year IRS rate which is posted at the beginning of every calendar year.

Mayor Pro-Tem Forrister made a motion to approve Resolution 54 23/24 Governing Mileage and Per Diem Compensation. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 55 23/24 Series 2024 General Obligation bonds. Mark Valenzuela, Bosque Advisors, LLC

This item was removed from the agenda.

F. CONSENT CALENDAR:

1. City Commission Regular Minutes, June 12, 2024.

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

G. PRESENTATIONS:

1. Discussion/Update: Geotechnical Evaluation Report 302 S Foch St – Lee Belle Johnson Center.

Mayor Hechler: We started this process before Christmas last year, and we finally got a report back. The Lee Belle Johnson Center is an iconic building in our downtown area that we want to try and reserve if we can. We know right now that it is unsafe, and we have some issues with it, and that is why we closed it down and we asked for some drawing efforts on the building to kind of tell us what is under it so we can start addressing some foundational issues. In your packet is the geotechnical evaluation report. I think there is enough information here that I am going to provide a report to a couple of folks I know in this community that are going to try and find some money out there since we are on the historical register, and we might be able to find somebody out there to start stabilizing this building and return it back to some kind of use for the building itself.

2. Discussion/Update: Project Update.

Assistant City Manager Alvarez gave a status project update. (Presentation attached hereto and made a part hereof).

H. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Discussion: Public Hearing for public input of projects and purchases that should be included on the City's ICIP (Infrastructure and Capital Improvement Plan).

Assistant City Manager Alvarez: This portion is just for public hearing input and to bring you guys the public comment or recommendations for our ICIP. This is the second public hearing that the city has held. We also shared where we posted it on our city Facebook page and other pages. I printed out the comments that we received off of Facebook and I handed out an email that we received for public input as well. The ICIP projects were also submitted to our Utility Advisory Board for any of their comments. I recommended for them to email me or call me with recommendations. I also encouraged them to attend today's meeting if they had any input on any of the utility stuff. They asked about a new water well, a Cook Street tank for volume, the Vac Station, electric feeders and an electric charging station. They have a few different questions that both myself and Bo were able to answer, but other than that, I have not received any comments from them. The department list will be reviewed during the ICIP ranking by the Commission, so this portion is only for public input. The ICIP projects have to be more than \$10,000 and they are specific for infrastructure and equipment that enhance the city.

Mayor Hechler opened the public hearing.

Public Hearing/Input:

Kathleen Sloan: I am confused about Cantrell Dam. If I remember that engineering report to tear down Cantrell Dam to increase the capacity of the arroyos and ditches was going to be \$1.5 million to fix the dam. The original was millions more, so I don't understand this \$7.8 million because it doesn't match the engineering report. The engineers did recommend tearing down the dam and it will be less safe if we save the dam because it never held back enough water and in the July 2020 flood, it held back water and then it breached. It failed.

Commissioner Fahl: It didn't breach. It went over the auxiliary spillway which is how a dam is supposed to function.

Kathleen Sloan: It also damaged that spillway.

Commissioner Fahl: It went over the spillway. There is a big difference between a dam breaching and going over the spillway.

Kathleen Sloan: The Office of the State Engineer Dam inspection, I believe used the term breached. On the vacuum system, I'm glad to hear that you guys are going to do as little as you can and then go to a traditional lift station. I heard a disturbing rumor that I couldn't confirm about the New Mexico Veterans Home new buildings can't accept residents because they don't have enough water pressure so if that is true, I think we should be addressing that somewhere on the ICIP. I was confused about the SCADA, which from my understanding is the brain that centralizes and looks at pressure regulation valve input. I believe that Mr. Castaneda told me that we don't have a centralized SCADA for our water and I'm assuming our sewer system. I had been advocating for a master plan that combines water, wastewater, and road construction all at once instead these individual projects that address it instead of addressing it all at once in phases. SCADA is not part of the overview for each one of these projects to get us centralized. I'd like to see that as one of the top priorities.

George Henson: We need to have stuff happen that doesn't get reduced. The first slide showed a \$12 million bid that ended up at \$5 million. Everything was reduced for the next 4 or 5 projects. I just counted 6 trucks out in the yard here. I know there are new dump trucks and new tractors all over town. You've reduced what we need for what you think we need, and then we have people patting themselves on the back here. It doesn't count to drive through year after year of water draining. Don't reduce. Don't buy new trucks, and don't pat yourself on the back.

Mayor Hechler closed the public hearing.

Commissioner Mitchell moved to move up item I3 above item I1. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

3. Discussion/Action: Partial Assignment and Amendment of Surface Lease Agreement between Elephant Butte and the City of Truth or Consequences.

City Manager Gonzales: This is a request to amend the current lease that is assigning our RCCD Holdings, LLC for the assignment and assumption of the Surface Lease Agreement of the driving range lease.

Bruce Swingle, PreReal Investments: About a year a half ago the City of T or C and Elephant Butte entered into a lease for the Golf Course range. The former landfill. It has been used in that capacity for a number of years. That agreement was executed and then an agreement between PreReal and Elephant Butte to use that land when they purchased the golf course. The company took possession of the land in approximately February of 2023, and from that time the range had been watered on a regular basis. When we took over, we were not allowed to water the range because in all of the documents, you never have enough lawyers looking at the documents and putting stuff together, but the bottom line is that the entity that owns the water rights to that land is one of our companies which is called Travis Management, LLC and they were not included in the original contract. The state engineer wants to ensure that Travis Management, LLC has an interest in the property so the water can be used, so this amendment is to add Travis Management, LLC to the agreement so the water can be used. Once that is approved, the application will be submitted to the state engineer's office so we can use these water rights. The company is working with the environment department to ensure that the water that is occurring in that vicinity is not going to harm the landfill closure plan that you already have in place. We have somewhere in the neighborhood of 400 – 450 lots south of that area that would be impacted by if there are adverse outcomes from contaminates in the area, so we are also drafting a mitigation plan and submitting that to the environmental department to protect our assets, and it will protect you as well.

Mayor Pro-Tem Forrister made a motion to approve the Partial Assignment and Amendment of Surface Lease Agreement between Elephant Butte and the City of Truth or Consequences. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: Review and Rank City ICIP Projects.

Assistant City Manager Alvarez: In your packet you have last year's 2025/2029 project list and your current department head list, you received in the public hearing portion. Within the list for the department heads, you will notice that there is nothing for the Animal Shelter. The reason for that is because her focus is getting the extension. We predict that she will potentially need additional funding for that extension. That is in 2025/2029 list, so she just wants to roll that into this next one. The same with the Police Department. His focus is his building as well as vehicles. Those are already listed on the previous ones, so he would like to continue to add those.

Discussion ensued between the governing body and staff regarding the top projects for the Infrastructure Capital Improvement Plan (ICIP).

Mayor Pro-Tem Forrister moved to approve the Infrastructure Capital Improvement Plan (ICIP) and to work with city staff on the top listing. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously. (listing attached hereto and made a part hereof).

2. Discussion/Action: Capital Outlay Project Selection.

Mayor Pro-Tem Forrister: We don't need to make this selection until we go to present for capital outlay, correct? I think we should wait because we might have some pressing things come up.

Mayor Pro-Tem Forrister made a motion to table the Capital Outlay Project Selection. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Partial Assignment and Amendment of Surface Lease Agreement between Elephant Butte and the City of Truth or Consequences.

This item was moved before item I1 on the agenda.

4. Discussion/Action: 1401 Platinum request for extension on variance revocation.

Assistant City Manager Alvarez: I request to table this item because the applicant isn't here, and she is the one who requested to be put on the agenda. She was in contact with our Clerk's Office, and she knew that she needed to attend. July 15th is when she has to have the mobile home removed or brought to compliance. The applicant, after being granted the variance for her mobile home never hooked it up to utilities or brought it to code, so we went to Planning & Zoning board and to the Commission to revoke the variance and give her 30 days to either bring it to code or remove it from the property. The applicant as well as the property owner were both provided notification, and she contacted our Clerks Office to request an extension. I haven't spoken to her other than her wanting to know if it was something she could bring before the commission, so I don't feel comfortable speaking on her behalf.

Mayor Pro-Tem Forrister made a motion to deny the 1401 Platinum request for extension on variance revocation due to the applicant not being present.

Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Summary Plat Amendment at 471 E. 4th Street.

Assistant City Manager Alvarez: The applicant wished to split the single parcel into two parcels. The property is located in the C-1 district and it did go before our Planning & Zoning Board and a public hearing was held. There were no opponents or proponents. The Planning & Zoning Board unanimously recommended approving the summary plat amendment.

Mayor Hechler: This seems to be routine, and as I look at the map, there are several properties that have already been divided that way, so I don't see a reason why we shouldn't let that happen.

Nate Stephen, Applicant representative: This is very simple. There is one home on a huge lot, and we want to lessen the size of that lot within the criteria of the lot size. Both lots will meet the minimum requirement for square ft.

Mayor Pro-Tem Forrister made a motion to approve the Summary Plat Amendment at 471 E. 4th Street. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Update: PD Update.

Chief of Police Tavizon reported the following:

- Last month I went up for the National Police Week Officer Memorial for fallen officers.
- We covered the Fiesta event in May.
- We sent some officers and admins to the Law Enforcement Coordinator training in Albuquerque where they learned how to manage the "safer" grants.
- We sent one of our line officers (Armando Ramirez) to the homicide investigation class because it is important for the officers that are first on scene to understand what they have and what needs to be preserved.
- We had two officers graduate from the law enforcement academies. One Officer was Ryan Gigante. Upon completion of the academy, he is also coming to us with a bachelor's degree in criminal justice. He also won an award for top shot during the academy. Our other Officer was Abel Sanchez. He also got an award for top driver during that course.
- We sent 3 of our Officers to the Law Enforcement academy in Santa Fe to do the pre-assessment and then they will tentatively start the academy at the middle of July.

Calls for Service in May:

- 1,148 CFS calls.
- 143 ACO calls.
- 31 motor vehicle accidents.
- 12 SCI (CYFD) calls.
- 2 School Resource Officer calls.
- 63 follow ups.
- 1 DWI/DUI.
- 1 homicide investigation.
- 134 Traffic Stops.
- 50 Citations/warnings (Including handwritten)
- 16 Arrests
- 5 ENDWI saturation patrol citations
- 7 buckle up saturation patrol citations
- 37 STEP citations

Calls for Service in June:

- 717 CFS calls.
- 104 ACO calls.
- 19 motor vehicle accidents.
- 12 SCI (CYFD) calls.
- 40 follow ups.
- 177 Traffic Stops.
- 53 Citations/warnings (Including handwritten)
- 13 Arrests

7. Discussion/Update: Streetlight Update.

Bo Easley, Electric Division Director: We follow the New Mexico night friendly lighting program. On April 6, 1999, Governor Johnson signed the night sky protection act into law to regulate outdoor night lighting fixtures to preserve and enhance the state's dark sky while promoting safety, conserving energy and preserving the environment for astronomy. One of the first of its kind in the U.S., the Night Sky Protection Act makes dark skies a priority in New Mexico for the health of its people, wildlife, and economy. Right now, we don't have any mercury vapor lights out there anymore. We have 70watt low pressure sodium bulbs, so when the lights go out, we are installing LED 50watt lights and they have shields on them, so we are following the night sky protection act. On the New Mexico Department of Transportation (NMDOT) section from North Date to Williamsburg, we installed 73watt LED lights that are New Mexico Department Of Transportation (NMDOT) approved.

8. Discussion/Action: Appointment of Chris Sisney to serve as a member on the Public Utility/Impact Fee Advisory Board.

City Clerk Torres: The Public Utility Advisory Board currently has 2 vacancies on their board. On June 17, 2024, the board recommended the appointment of Chris Sisney to serve a 2-year term on the Board. This board is combined with the Impact Fee Board, so if appointed, Mr. Sisney will serve as a member on both boards.

Commissioner Fahl made a motion to appoint Chris Sisney to serve as a member on the Public Utility/Impact Fee Advisory Board. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Re-appointment of Jeff Dornbusch to the Public Utility/Impact Fee Advisory Board.

City Clerk Torres: Jeff Dornbusch is a current member on our Public Utility/Impact Fee Advisory Board. His term expires at the end of this month, and he wishes to serve another 2-year term on the board.

Commissioner Fahl made a motion to re-appoint Jeff Dornbusch to serve another 2-year term on the Public Utility/Impact Fee Advisory Board. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Amendment to Quality of Life Grant No. 22-ZG10237.

OJ Hechler, Community Services Director: This is the Quality of Life Grant No. 22-ZG1023-7 that pertains Ralph Edwards Park Improvements. The purpose of this amendment is to extend the Grant Agreement expiration from June 30, 2025, to June 30, 2026. This is to align with the state fiscal recovery fund. This is the first of a second amendment that you are going to see here on the next item.

Commissioner Fahl made a motion to approve the Amendment to Quality of Life Grant No. 22-ZG10237. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: Amendment to Quality of Life Grant No. 23-ZH5053-52.

OJ Hechler, Community Services Director: This is for the Quality of Life Grant No. 23-ZH5053-52 that pertains to the Louis Armijo Sports Complex Master Plan. The purpose

of this amendment is to extend the Grant Agreement expiration from June 30, 2024 to June 30, 2026.

Commissioner Fahl made a motion to approve the Amendment to Quality of Life Grant No. 23-ZH5053-52. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Action: Review and Approve Proposal for Asset Management Plan.

City Manager Gonzales reviewed the Proposal for Asset Management Plan provided in the packet.

Commissioner Fahl made a motion to approve the Proposal for Asset Management Plan. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

13. Discussion/Action: FY 24/25 Sub-Recipient Agreements.

City Manager Gonzales reviewed the FY 24/25 Sub-Recipient Agreements provided in the packet.

Mayor Pro-Tem Forrister made a motion to approve the FY 24/25 Sub-Recipient Agreements that are reflective of the summary background information on the agenda request form. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

14. Discussion/Action: Authorization to close inactive/no longer needed bank accounts.

City Manager Gonzales: This is a request to close inactive accounts, and accounts that are no longer needed or used.

Mayor Pro-Tem Forrister made a motion to close inactive/no longer needed bank accounts. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

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

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

J. EXECUTIVE SESSION:

- 1. Purchase, Acquisition, or Disposal of Real Property (210 Main Street) pursuant to 10-15-1(H.8).**
- 2. Limited Personnel Matters (Various Departments) Pursuant to 10-15-1(H.2).**

Mayor Pro-Tem Forrister made a motion to go into executive session at 12:52 p.m. to discuss Purchase, Acquisition, or Disposal of Real Property (210 Main Street) pursuant to 10-15-1(H.8) and Limited Personnel Matters (Various Departments) Pursuant to 10-15-1(H.2). Commissioner Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 1:20 p.m.

Mayor Pro-Tem Forrister certified that only matters pertaining to Purchase, Acquisition, or Disposal of Real Property (210 Main Street) pursuant to 10-15-1(H.8) and Limited Personnel Matters (Various Departments) Pursuant to 10-15-1(H.2) was discussed in Executive Session and no action was taken in executive session.

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

- 1. Purchase, Acquisition, or Disposal of Real Property (210 Main Street) pursuant to 10-15-1(H.8).**

Mayor Pro-Tem Forrister made a motion to instruct admin to post a special meeting on Tuesday, July 2, 2024. Commissioner Mitchell seconded the motion. Motion carried unanimously.

L. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 12:31 a.m.

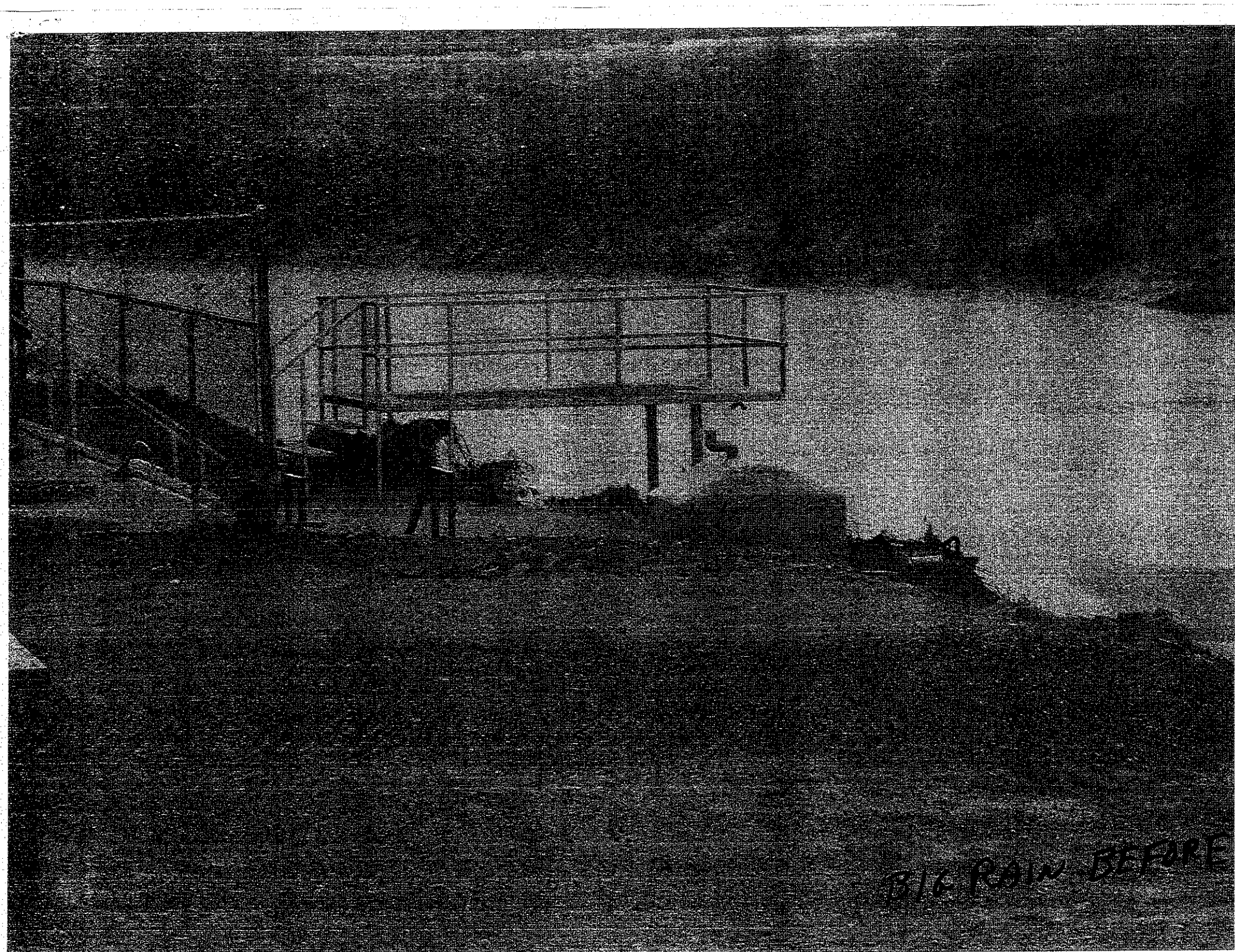
Passed and Approved this 24th day of July, 2024.

CITY COMMISSION JUNE 26, 2024 REGULAR MEETING MINUTES

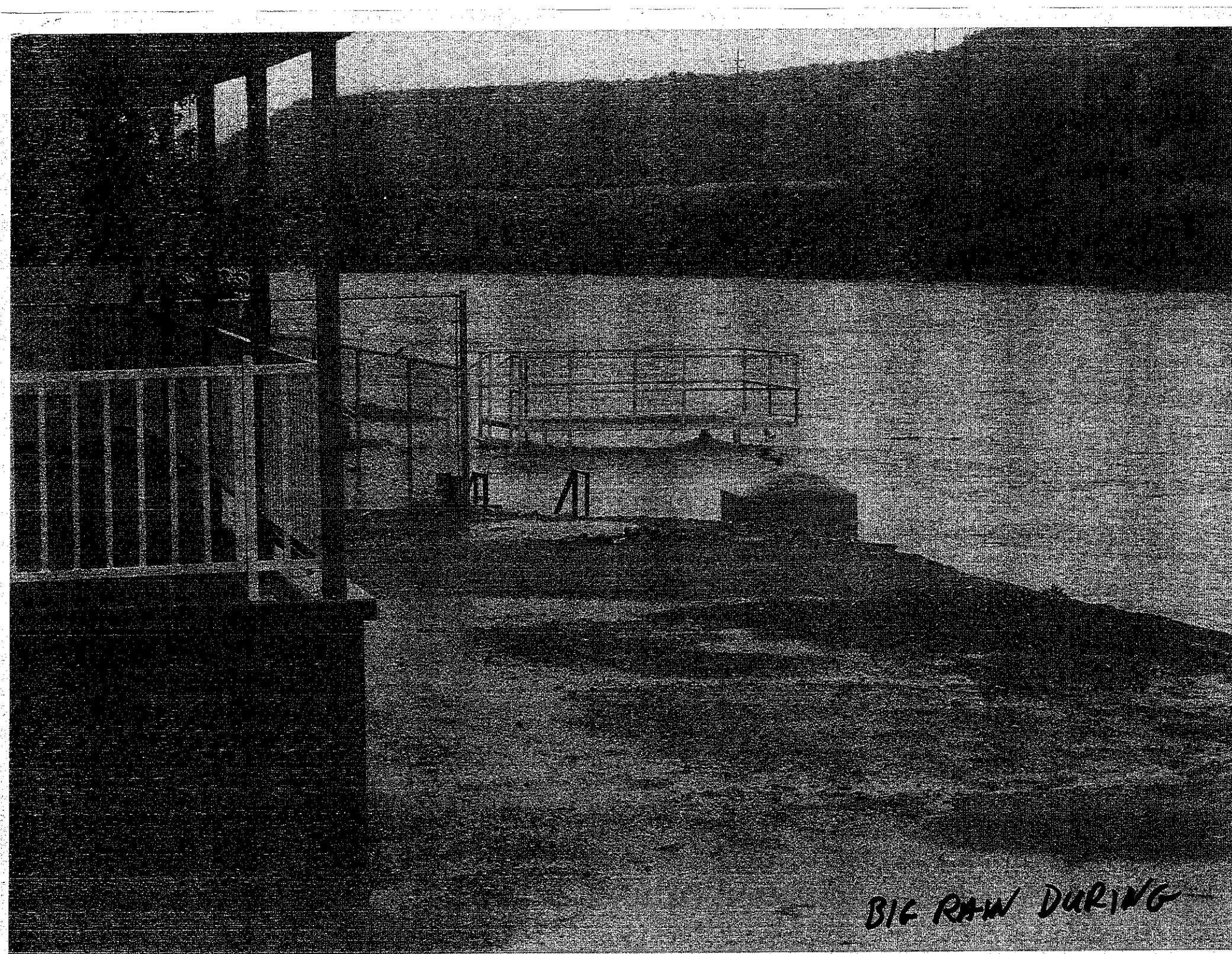
Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



BIG RAIN BEFORE



BIG RAW DURING

NO WAKE

No-wake speeds shall be observed by all vessels operating within 150 feet of launch ramps, docks, mooring lines, beached or anchored vessels within 150 feet of shore, swimmers, fishermen and areas designated for "No Wake" boating. Exceptions to no-wake operation; under adverse weather conditions, a vessel may maintain the minimum speed necessary to maintain a course.

Mexico Boat Act Regulations
19 MAC 17.2, Section 11.3.3

GROSS RECEIPTS TAX

Code 601/650 Total Municipal Before Local Allocations to Other Funds (Ordinances)

	2018-19	2019-20	2020-21	2021-22	2022-2023	22-23 vs 21-22	% Change	2023-24	23-24 vs 22-23	% Change
July	230,613.15	155,310.41	210,317.61	210,060.79	259,733.10	49,672.31	23.62%	309,241.69	49,508.59	23.57%
Aug	185,365.75	289,817.37	217,485.19	229,992.02	296,275.79	66,283.77	30.48%	542,837.97	246,562.18	107.20%
Sept	170,435.19	194,141.10	196,077.28	229,924.56	180,665.37	(49,259.19)	-25.12%	403,881.03	223,215.66	97.08%
Oct	227,338.56	164,182.00	215,355.28	211,053.64	242,718.05	31,664.41	14.70%	297,704.72	54,986.67	26.05%
Nov	208,343.38	206,717.47	182,129.33	226,052.12	245,457.13	19,405.01	10.65%	403,647.81	158,190.68	69.98%
Dec	198,881.08	198,152.55	184,916.53	217,888.63	259,319.11	41,430.48	22.40%	320,190.18	60,871.07	27.94%
Jan	184,786.33	205,109.92	185,605.15	232,697.17	285,444.29	52,747.12	28.42%	361,728.79	76,284.50	32.78%
Feb	195,573.42	220,106.95	225,849.08	247,081.59	337,337.40	90,255.81	39.96%	360,641.47	23,304.07	9.43%
Mar	173,310.14	181,226.15	192,095.97	247,407.89	318,985.03	71,577.14	37.26%	369,398.96	50,413.93	20.38%
April	167,525.85	169,684.52	181,823.26	217,187.14	304,853.43	87,666.29	48.22%	315,867.93	11,014.50	5.07%
May	186,165.73	211,733.55	220,566.11	242,077.78	386,777.81	144,700.03	65.60%	357,919.51	(28,858.30)	-11.92%
June	196,600.67	195,129.35	227,882.96	274,212.00	373,491.86	99,279.86	43.57%	329,052.54	(44,439.32)	-16.21%
Totals	2,324,939.25	2,391,311.34	2,440,103.75	2,785,635.33	3,491,058.37	705,423.04	28.91%	4,372,112.60	881,054.23	

Refund to vendors for
payments on medical cannibas

Code 690 Muni Share - State

	2018-19	2019-20	2020-21	2021-22	2022-2023	22-23 vs 21-22	% Change	2023-24	23-24 vs 22-23	% Change
July	168,567.44	112,908.59	154,886.12	154,691.40	189,307.98	34,616.58	22.35%	210,192.15	20,884.17	13.50%
Aug	135,722.09	217,987.21	158,225.82	169,369.01	215,383.62	46,014.61	29.08%	373,393.67	158,010.05	93.29%
Sept	124,573.15	141,196.75	151,086.44	169,250.02	132,597.70	(36,652.32)	-24.26%	274,228.62	141,630.92	83.68%
Oct	166,151.35	119,238.63	156,434.20	155,358.93	177,406.31	22,047.38	14.09%	202,376.32	24,970.01	16.07%
Nov	152,627.78	152,876.33	133,172.03	166,399.48	178,986.74	12,587.26	9.45%	284,619.18	105,632.44	63.48%
Dec	145,362.30	143,947.31	135,380.18	160,390.24	189,072.22	28,681.98	21.19%	220,145.08	31,072.86	19.37%
Jan	135,385.96	148,972.86	135,549.48	171,290.97	211,138.61	39,847.64	29.40%	245,308.85	34,170.24	19.95%
Feb	143,328.95	160,131.16	167,029.30	181,879.50	246,289.83	64,410.33	38.56%	246,346.30	56.47	0.03%
Mar	127,037.95	131,641.47	141,452.51	182,119.69	216,922.48	34,802.79	24.60%	251,161.10	34,238.62	18.80%
April	123,330.77	123,728.30	133,896.93	159,873.87	207,768.88	47,895.01	35.77%	218,239.32	10,470.44	6.55%
May	138,026.92	154,341.74	162,427.66	178,196.15	262,387.44	84,191.29	51.83%	242,432.03	(19,955.41)	-11.20%
June	144,023.65	141,843.82	167,815.87	201,850.50	253,837.36	51,986.86	30.98%	222,688.05	(31,149.31)	-15.43%
Totals	1,704,138.31	1,748,814.17	1,797,356.54	2,050,669.76	2,481,099.17	430,429.41	23.95%	2,991,130.67	510,031.50	

Cannabis

	2018-19	2019-20	2020-21	2021-22	2022-2023	2023-24
July					5,542.01	5,578.34
Aug					5,527.28	5,425.35
Sept					5,425.25	7,781.28
Oct					6,566.75	5,189.35
Nov					5,056.87	5,227.30
Dec					7,429.08	5,150.42
Jan					5,068.21	5,097.73
Feb					5,315.22	5,952.25
Mar					7,192.67	5,705.53
April					4,906.17	6,095.78
May					8,966.59	6,742.98
June				7,821.09	5,602.50	6,430.37
Totals				7,821.09	72,598.60	70,376.68

August 24, 2022

City of Truth or Consequences Projects Status Update

WILSON
&COMPANY

Presenter: J. Alfredo Holguin, PE

discipline | intensity | collaboration | shared ownership | solutions

WILSON
&COMPANY

Funding Application to Project Completion Process

- Project need is identified by City Staff/Commission
- Estimated project costs are obtained by engineers/quotes to include plan, design, bidding, construction and project contingency funding for unexpected issues.
- Intent to apply/application resolution is presented to commission for approval in most cases
- Application process is started, finalized and submitted
- Award notification is received and presented to Commission
- Most require "project readiness" or "letters of conditions" requirements to be submitted prior to final funding is obligated or available for drawdowns.
- Resolution to accept award and/or Grant agreement submitted to commission
- Engineering is procured either by on call services or project specific RFP – depends on funding requirements and approval of RFP process and selection.
- Project planning, design and permitting begins – multiple meetings with staff during design process
- Designs are submitted to Funding oversight updated project cost estimates for their review and approval.
- Scope of work is reviewed to ensure it fits within project funding – potential cost overruns are discussed, and scope of work is reviewed for potential "phased" project or "bid alternatives"
- RFP for construction is advertised, bids are reviewed for full scope implementation or potential "phased" project or "bid alternatives" depending on proposed construction costs by submitters. In some cases, projects are rescope and rebid if 1st bids greatly exceed allowable funding.
- Bid awards and final scope of project is reviewed and approved by funding sources.
- Project is awarded and construction begins. Engineers provide project oversight to ensure contractors are following all bids and specs approved by funders and assist the City in scope changes for unexpected issues and prioritize use of contingency funds to keep project within allowable funding.

MSD (MainStreet District) Waterline Project

Funded by USDA

\$9,417,000.00

\$3,960,000 Grant/\$5,457,000 Loan

August 2019/September 2019

In Progress

FULL PROJECT SCOPE:

Design & Construction of waterline replacement within the Main Street District with equipment replacements at Cook station and SCADA system upgrades.

Bid amount 2022: \$12,900,000.

Reduced amount: \$5,500,000

Construction start date: October 2022

Construction end date: September 2024

Reduced project scope:

- Cook St 300,000-gal tank
- Pershing, McAdoo, Daniels, E Riverside, and Date St.

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

Approx. 6,000 LF of waterlines have been replaced on Broadway & Main Chlorination Station, booster pumps, electrical, lighting, HVAC, SCADA, controls, and meters at Cook Street Station

Waiting on electrical MCC for final completion of project



discipline | intensity | collaboration | shared ownership | solutions

**WILSON
& COMPANY**

Water System Improvements Project

Funded by DWSRLF

\$1,241,085

\$620,542.00 Grant/\$620,543.00 Loan

August 2018/March 2019

FULL PROJECT SCOPE:

Design & Construction of SCADA Equipment
Replacement and Waterline replacement along:
Marshall St., Pershing St., 2nd Ave. & Sierra Vista Dr.

Bid amount 2023: \$2,042,000.00

Reduced amount: \$842,000.00

Construction start date: July 2023

Construction end date: March 2024

Reduced project scope:

- Sierra Vista Dr.
- 2nd Ave. east of Maple St.

Completed



Funded by NMFA Colonias

\$550,000

\$450,000.00 Grant/\$50,000.00 Loan/\$50,000.00 Cash Match

January 2021/March 2022

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

SCADA Equipment at Morgan Station

Approx. 4,750 LF of waterlines have been replaced on:
Marshall, Pershing, and 2nd Ave.



discipline | intensity | collaboration | shared ownership | solutions

WILSON
& COMPANY

Booster Station & Austin St Improvements

Funded by NMFA WPF

\$712,146.00

\$384,688.00 Grant/\$256,458.00 Loan/\$71,000.00 Cash Match

October 2019/October 2020

Completed

FULL PROJECT SCOPE:

Design & Construction of replacement of Booster pumps at Morgan and Cielo Vista Stations, SCADA equipment, waterline in Austin St.

Bid amount 2023: \$1,094,000

Reduced amount: \$730,000

Construction start date: July 2023

Construction end date: May 2024

Reduced project scope:

- Austin St.

FINAL PROJECT SCOPE IN PROGRESS/COMPLETED

All equipment at both stations installed.
Currently working through close out documents to NMFA.



discipline | intensity | collaboration | shared ownership | solutions

**WILSON
& COMPANY**

Vacuum Sewer Station Rehabilitation

Funded by NMED CWSRLF

\$473,000.00

\$100,000.00 Grant/\$373,00.00 Loan

March 2019/July 2020

In Progress – Final Planning Phase

FULL PROJECT SCOPE:

Planning, design and construction of improvements to existing vacuum pumps, sewage pumps, piping, valves, and valve pit repairs.

Design & Construction Cost Estimate: \$745,000.0

Anticipated Funding Shortfall: \$272,000

Construction start date: est. Mar 2025

Construction end date: est. Mar 2026

Will be seeking additional funding to cover the shortfall.

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

Initial NMED review of report completed.

Finalizing revisions for final approval submittal.



discipline | intensity | collaboration | shared ownership | solutions

WILSON
& COMPANY

Water System Performance Improvements (WSPI-1)

Funded by USDA

\$7,531,000.00

\$2,720,000 Grant/\$4,811,000 Loan

March 2021/August 2021

In Progress – Final Design Phase

FULL PROJECT SCOPE:

Design & Construction of Distribution and transmission line replacements with pressure reducing valves for pressure zone enhancements.

Construction Cost Estimate: \$11,920,524

Anticipated Funding Shortfall: \$4,571,900

Anticipated Construction start date: Nov 2024

Anticipated Construction end date: Nov 2025

Anticipated Scope Reduction:

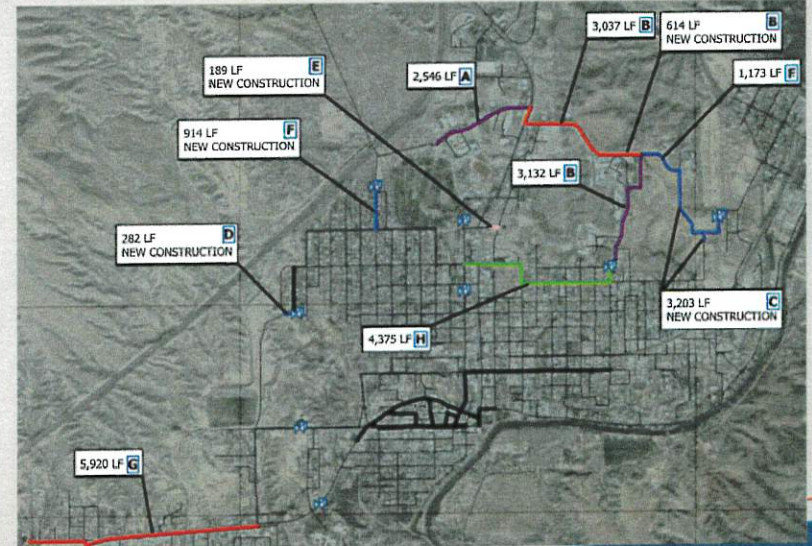
- PRV at 6th Ave and Broadway
- Transmission Line from Cook to Morgan
- 8th & 9th St. Waterlines

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

100% Design Package submitted to all agencies.

Currently addressing comments from USDA-RD, NMDOT, and NMED-DWB



Water System Performance Improvements (WSPI-2)

Funded by USDA

\$9,900,891

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

Oct 2023/est. August 2024

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

FULL PROJECT SCOPE:

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

Design Phase – Anticipate 12 months

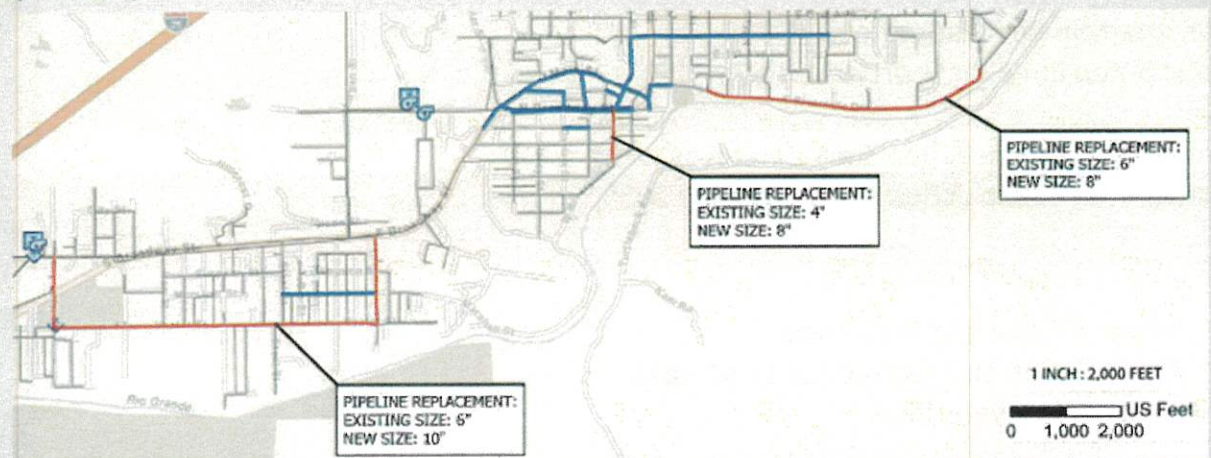
Anticipated Construction start date: Fall 2025

Anticipated Construction end date: Summer 2026

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

Engineering Agreement to follow USDA Grant Agreement.



discipline | intensity | collaboration | shared ownership | solutions

WILSON
& COMPANY

MSD (Mainstreet District) Road Surface Improvements

Funded by NMFA CIF

\$1,100,000.00

\$900,000.00 Grant/\$100,000.00 Loan/\$100,000.00 Cash Match

Jan 2019/July 2020

In Progress – Construction

FULL PROJECT SCOPE:

Design & Construction of roadway asphalt replacements: McAdoo, Pershing, Daniels and Cedar Street improvements

Original Bid Dec 2022: No Bids Received

Reduced Scope Rebid Jan 2023: \$1,005,518.00

Reduced Scope Rebid April 2023: \$705,775.12

Construction start date: May 2023

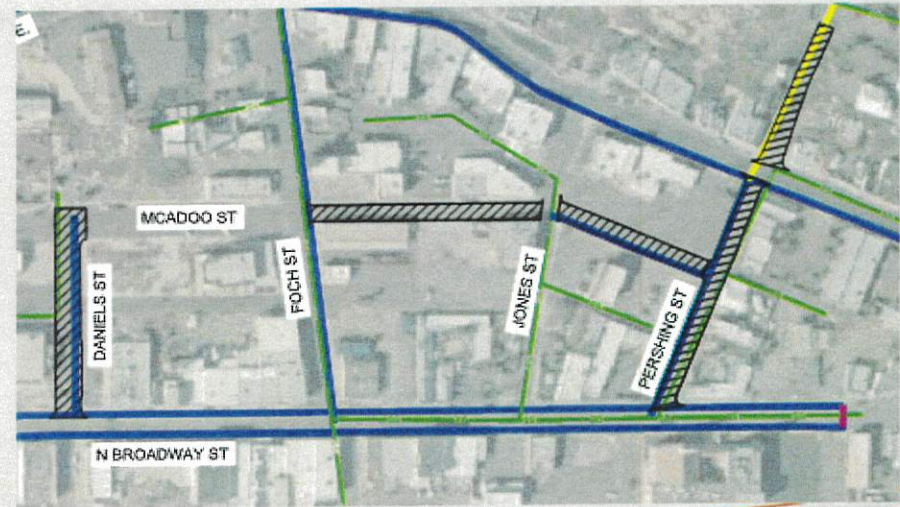
Construction end date: Anticipated June 2024

Removed from project scope:

- Pershing
- Daniels
- Cedar Street

FINAL PROJECT SCOPE IN PROGRESS/COMPLETED

Delays due to existing lines, dewatering, filming restrictions.
Contractor remobilized May 28, 2024.



Cantrell Dam

Funded by NMFA WPF

\$825,000.00

\$450,000.00 Grant/\$300,000.00 Loan/\$75,000.00 Cash Match

August 2020/June 2021

In Progress – Final Design Phase

FULL PROJECT SCOPE:

Planning & design of improvements to Cantrell Dam and outlet channel improvements.

Planning report required: site visits, title search, existing ROW, aerial mapping, topo survey, with proposed solutions.

Desing Plans include hydraulic modeling, recommended channel improvements, erosion protection, proposed detention pond and storm drain improvements

Construction Cost Estimate: \$7,800,000

Recommendations for Improvements:

- Detention Pond and conveyance
- Channel Improvements North of Cook Street
- Breach the existing Cantrell Dam

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

Report completed and approved by Commission 4-12-23.

Currently working through final design package:

- Construction Plans & Project Manual



Sidewalk Improvement Design

Funded by NMDOT TAP

\$212,910.00

\$181,910.00 Grant/\$31,000.00 Match

March 2023/Dec 2023

In Progress – Planning Phase

FULL PROJECT SCOPE:

Original Funding Request: \$2,821,947.81

Planning, design and construction of sidewalk improvements:

Marie St., Pershing St., New School, Smith St, N. Silver

REDUCED PROJECT SCOPE:

Awarded Funding: \$212,910.00

Scoping report to meet NMDOT planning requirements. Report to identify recommended alternatives and costs for design and construction.

Design phase to be limited to priority areas identified by City and within funding available.

- Construction Plans
- Construction Contract Documents
- Technical Specifications

FINAL PROJECT SCOPE IN PROGRESS/COMPLETED

Approx. 50 % completed with Scoping Report.
Once planning completed, design phase to begin.



Louis Armijo Sports Complex Master Plan

Funded by NM DFA Regional Rec Quality Of Life

\$48,188.00

\$48,188.00 Grant

Award Date July 2023

In Progress – Planning Phase

FULL PROJECT SCOPE:

Develop a Master Plan to evaluate the existing conditions of the Louis Armijo Sports Complex and solicit public input on the desired use.

Plan to be utilized for applying to future funding opportunities.

Potential Alternatives to Consider:

- Update the baseball fields to possibly host tournaments.
- Update the soccer fields, including the sprinkler system.
- New parking lots
- Jogging trail
- o Renovate the existing bathrooms to include more stalls (6 new stalls total)
- Shade structures over the softball bleachers
- Possibly include outdoor fitness equipment

FINAL PROJECT SCOPE IN PROGRESS/COMPLETED

Public Hearing held.
Planning document in progress.



discipline | intensity | collaboration | shared ownership | solutions

WILSON
& COMPANY

Ralph Edward Park Improvements

Funded by Capital Appropriation

\$213,000.00

\$213,000 Grant

Dec 2022

Funded by DFA Regional Rec/Quality of Life

\$449,019.00

\$449,019.00

Dec 2022

Funded by NMEDD Outdoor Recreation

\$485,514.50

\$322,874.04 Grant/\$162,640.46 Match

Jan 2024

In Progress – Design Phase

FULL PROJECT SCOPE:

Improvements to Ralph Edwards Park to include:

- Gazebo
- Playground Equipment
- Trailhead signage
- New boat access ramp and dock
- Shade structures at existing picnic tables and benches
- Replacing aging structures
- Addressing areas without shade.

Current Engineering Scope:

30% Design review plans and cost estimate for Skate Park

Design and permitting of Boat Ramp & Dock to accommodate:

- Kayaks, Paddleboards, and Small boats

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

Gazebo completed and playground equipment is almost complete.

RFP awarded for shade structures

Boat Ramp data collection completed with data processing underway.

Skate Park field survey coordination underway



discipline | intensity | collaboration | shared ownership | solutions

WILSON
& COMPANY

Pershing And 2nd Street Improvements

Funded by NMDOT MAP

\$138,667.00

\$104,000 Grant/\$34,667 Match

March 2024/est. August 2024

Pending Grant Agreement

FULL PROJECT SCOPE:

Original Funding Request: \$1,982,854.98

Design and construction of full depth roadway reconstruction of Pershing St. and 2nd Ave. from Main to Date St.

REDUCED PROJECT SCOPE:

Awarded Funding: \$138,667.00

Design of a full depth roadway reconstruction of Pershing St. from Main to 2nd Ave.



FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

Resolution accepting the award to be presented to Commission.

NMDOT to process and issue grant agreements – Oct 31 deadline

Water Meter Replacement

Funded by CDBG

\$825,000.00

\$750,000 Grant/\$75,000.00 match

Nov 2022/Feb 2024

Design Phase – Pending DFA Approval

FULL PROJECT SCOPE:

Design and construction of water meter replacements throughout the City to include repair and replacement of meter cans, meter setters and new meter installations.

Design Phase Timeline:

Preliminary Design: 60 Days from Notice to Proceed

Final Design: 30 Days from receipt of comments.

Construction start date: est. Oct 2025

Construction end date: est. Jan 2026

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

Owner/Engineer Agreement submitted to NMDFA for approval.



discipline | intensity | collaboration | shared ownership | solutions

WILSON
& COMPANY

Critical Waterline Replacement Design

Funded by HUD (Senator Heinrich)

\$1,600,000.00

\$1,600,000 Grant

Jan 2023/June 2024

In Progress – Environmental

- PHASE 1
- PHASE 2
- PHASE 3
- Breaks
- Existing System Waterline

FULL PROJECT SCOPE:

Planning, design, permitting and environmental clearance for waterline improvements to replace the deteriorated and failed waterlines requiring the most repairs and greatest water loss.

Design Phase Timeline:

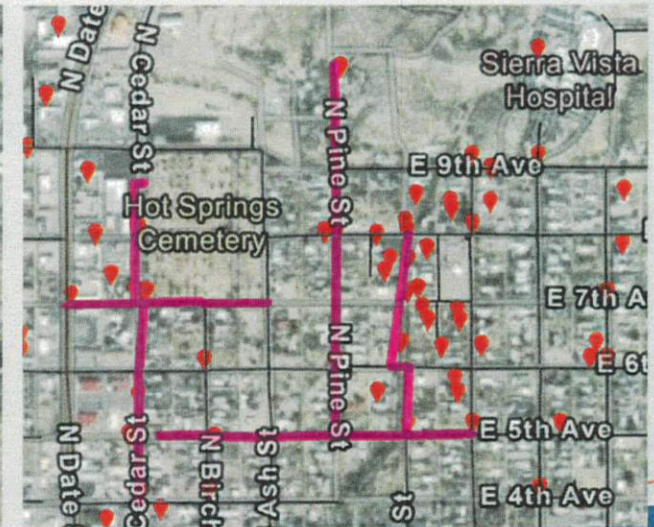
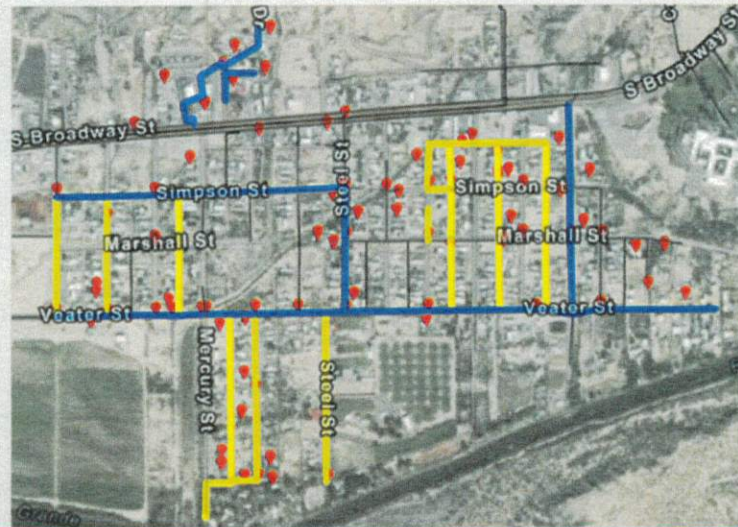
Preliminary Design: 10 months from Notice to Proceed

Final Design: 60 Days from receipt of comments.

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

Environmental Clearance documentation submitted to HUD.
Currently coordinating with HUD for Engineering Contracts



discipline | intensity | collaboration | shared ownership | solutions

WILSON
& COMPANY

Critical Waterline Replacement

Funded by NMFA WPF

\$16,000,000.00

\$14,400,000 Grant/\$1,600,000 Match

Aug 2023/Oct 2024

Pending Readiness to Proceed Item Completion

- PHASE 1
- PHASE 2
- PHASE 3
- Breaks
- Existing System Waterline

FULL PROJECT SCOPE:

Design and construction of waterline improvements to replace the deteriorated and failed waterlines requiring the most repairs and greatest water loss.

Supplement the design phase of the HUD funded project. Construction of Ph. 1, 2 and a portion of Ph. 3 waterlines.

Design Phase Timeline:

Preliminary Design: 3 months from Notice to Proceed

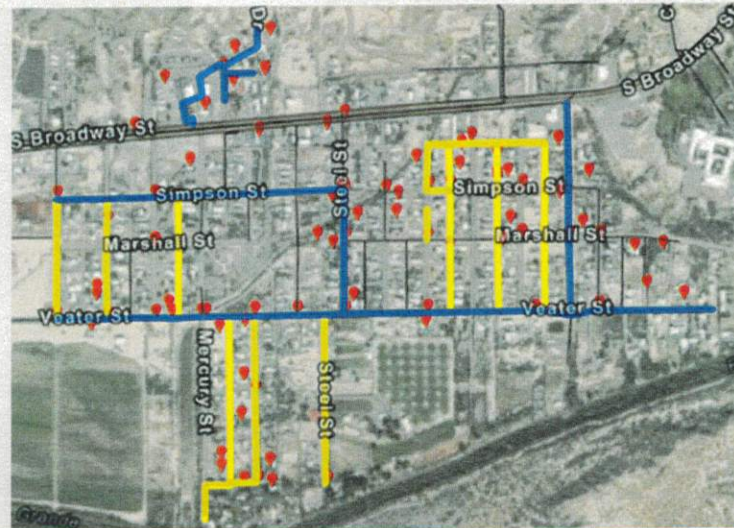
Construction:

Anticipate a 10-month construction duration to begin Fall-Winter 2025

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

Currently working through readiness to proceed items. Engineering agreement to follow final grant agreement.



discipline | intensity | collaboration | shared ownership | solutions

WILSON
& COMPANY

Critical Waterline Replacement

Funded by NMFA CIF

\$4,840,000.00

\$3,960,000 Grant/\$440,000 Loan/\$440,000 match

Jan 2024/Nov 2024

Recommended for Funding – Not yet Awarded

FULL PROJECT SCOPE:

Design and construction of waterline improvements to replace the deteriorated and failed waterlines. Primarily focused on completing Ph. 3 section.

Plan Set and Manual Timeline: 4-6 months

Pending state lead times.

Construction:

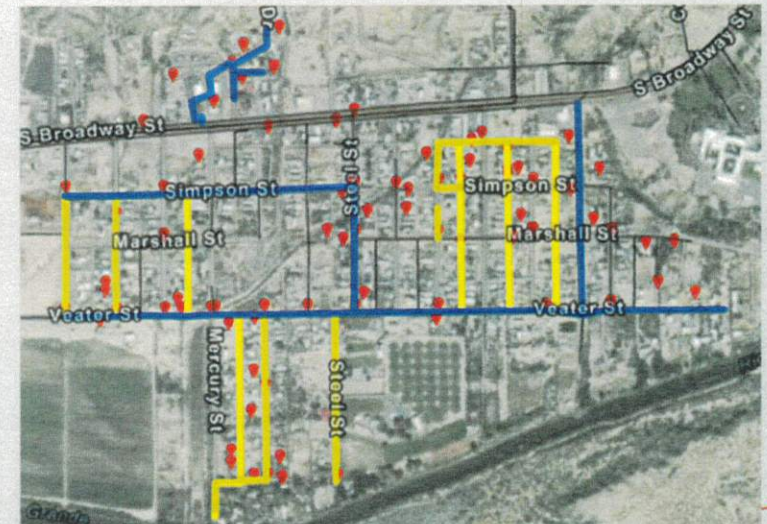
Anticipate a 6-month construction duration to begin Fall-Winter 2025

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

Awaiting award letter with readiness to proceed checklist.

- PHASE 2
- PHASE 3
- Breaks
- Existing System Waterline



WWTP Headworks Improvements

Funded by NMFA CIF

\$305,400.00

\$181,910.00 Grant/\$31,000.00 Cash Match

Jan 2024/Nov 2024

Recommended for Funding – Not yet Awarded

FULL PROJECT SCOPE:

Original Funding Request: \$1,250,000.00

Design and construction of headworks improvements to include a replacement bar screen and grit chamber equipment replacement.

REDUCED PROJECT SCOPE:

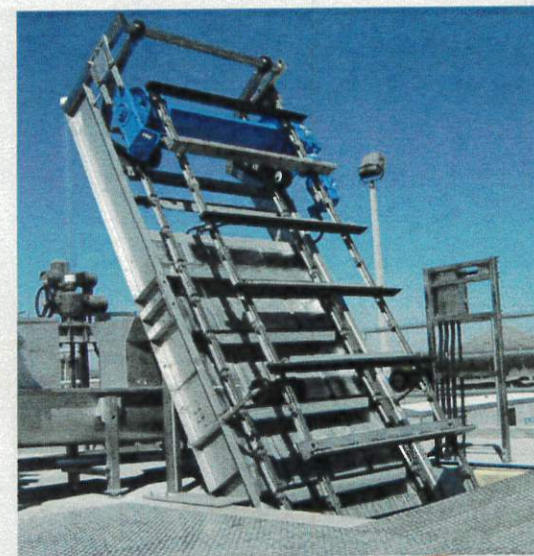
Awarded Funding: \$305,400.00

Design of headworks improvements to include a replacement bar screen and grit chamber equipment replacement.

Design phase to include plans, contract documents and technical specifications for a shovel ready project.

FINAL PROJECT SCOPE
IN PROGRESS/COMPLETED

Awaiting award letter with readiness to proceed checklist.



discipline | intensity | collaboration | shared ownership | solutions

WILSON
& COMPANY

Shovel Ready Waterline Replacement Projects

Funded by Capital Outlay

\$4,400,000.00

\$4,400,000 Grant

Jan 2023/TBD

Recommended for Funding – Not yet Awarded

FULL PROJECT SCOPE:

Development of a new combined plan set and project manual for the construction of shovel ready projects to include permitting and technical oversight approval. Water system improvements that have been previously design and could not be constructed due to funding shortfall.

Current Estimates show completing shovel ready priorities #1-3.

PRV 6th Ave & Broadway

Cook to Morgan Transmission Line

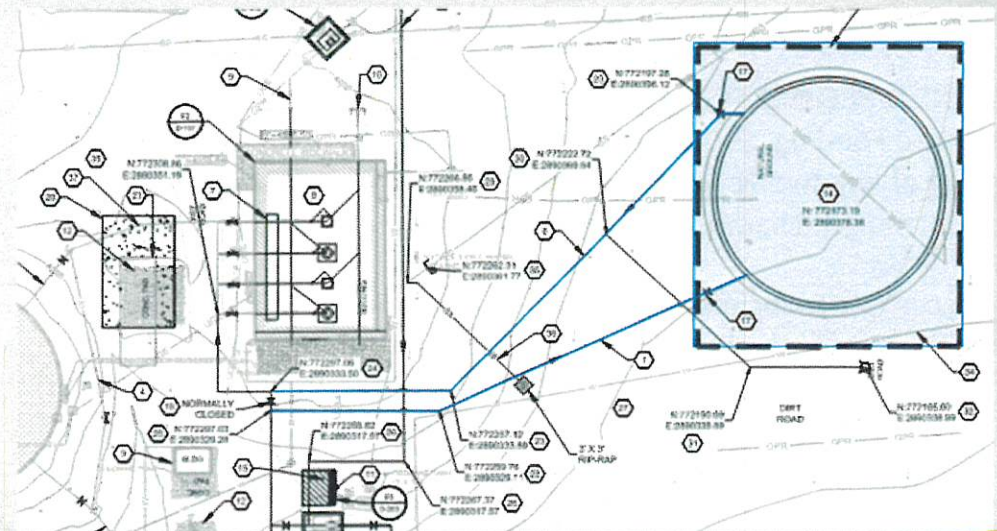
Cook St. 30k-gal Water Storage Tank

Plan Set and Manual Timeline: 4-6 months pending state lead times.

Construction: 6 months

FINAL PROJECT SCOPE
IN PROGRESS/COMPLETED

Awaiting Grant Agreements from State of New Mexico



Comprehensive Plan

Funded by CDBG

\$55,000.00

\$50,000 Grant/\$5,000.00 match

Nov 2022/Feb 2024

Design Phase – Pending DFA Approval

FULL PROJECT SCOPE:

Update the City's existing 2004 Comprehensive Plan. The Plan plays a pivotal role for the City to utilize as a guide to future growth and development.

The Plan will include the following items:

- Establish a Steering Committee
- Hold Public Workshops
- Current & Future Land Use and Zoning Review
- Identify New sections to add to the Plan
- Implementation Plan
- Presentation to City Commission

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

RFQ for professional services to be advertised in July 5-13, 2024
Proposals are due to City by Aug 6, 2024

- Update Visions, Goals and Objectives
 - Water
 - Hazards
 - Economic development
 - Visioning for the "Business Loop
 - Transportation Systems
 - Housing
 - Land use and zoning
 - Infrastructure

Infrastructure Capital Improvement Plan FY 2026-2030

Truth or Consequences Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2026	2027	2028	2029	2030	Total Project Cost	Amount Not Yet Funded	Phases?
38614	2026	001	Wastewater Treatment Plant Upgrades	Water - Wastewater	0	1,000,000	3,000,000	3,000,000	3,000,000	0	10,000,000	10,000,000	Yes
40367	2026	002	Clancy Lift Station Force Main Improvements	Water - Wastewater	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
42977	2026	003	Sewer Vacuum System Replacement	Water - Wastewater	0	100,000	300,000	2,300,000	2,300,000	0	5,000,000	5,000,000	Yes
33002	2026	004	Water Infrastructure and Fire Hydrant Replacement	Water - Water Supply	12,607,079	7,225,000	0	0	0	0	19,832,080	7,225,000	Yes
36714	2026	005	Substation Primary Underground Feeder Replacement	Other - Utilities (publicly owned)	0	1,000,000	0	0	0	0	1,000,000	1,000,000	Yes
38617	2026	006	Armijo Park Effluent Water Reuse Improvements	Water - Wastewater	0	1,750,000	225,000	0	0	0	1,975,000	1,975,000	Yes
38538	2026	007	Police Department Renovation	Facilities - Administrative Facilities	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
41580	2026	008	Recycling & SW Collection Center Improvements	Facilities - Administrative Facilities	0	200,000	0	0	0	0	200,000	200,000	No
36448	2026	009	City-wide Drainage Improvements	Water - Storm/Surface Water Control	100,000	800,000	1,000,000	1,700,000	1,700,000	0	5,300,000	5,200,000	Yes
40372	2026	010	Lee Belle Johnson Facility Improvements	Facilities - Other	35,000	65,000	100,000	1,800,000	0	0	2,000,000	1,965,000	Yes
38613	2026	011	Water Meter Replacement & Housing Improvements	Water - Other	750,000	750,000	750,000	0	0	0	2,250,000	1,500,000	Yes
39246	2026	012	Cantrell Dam Improvements	Water - Storm/Surface Water Control	825,000	7,770,000	0	0	0	0	8,595,000	7,770,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

38571	2026	013	Smith, Silver and E 9th Street Improvements	Transportation - Highways/Roads/Bridges	212,910	950,000	0	0	0	0	1,162,910	950,000	No
41582	2026	014	Police Vehicles	Vehicles - Public Safety Vehicle	0	200,000	0	0	0	0	200,000	200,000	No
38580	2026	015	Animal Shelter Building Improvements	Facilities - Administrative Facilities	450,000	240,000	0	0	0	0	690,000	240,000	No
41576	2026	016	Community Multi-Purpose Center	Economic Development	0	500,000	1,000,000	5,250,000	0	0	6,750,000	6,750,000	Yes
42984	2027	001	Electric Car Charging Station	Transportation - Other	0	0	2,444,900	0	0	0	2,444,900	2,444,900	Yes
38587	2027	002	Fleet Service Center Improvements	Equipment - Other	0	0	200,000	0	0	0	200,000	200,000	No
41581	2027	003	Collection Center Pavement Project	Other - Solid Waste	0	0	250,000	0	0	0	250,000	250,000	No
38619	2027	004	Wastewater Manhole Replacement/Improvements	Water - Wastewater	0	0	300,000	1,000,000	1,000,000	0	2,300,000	2,300,000	Yes
38607	2027	005	Water Well #2 Improvements	Water - Water Supply	0	0	750,000	100,000	0	0	850,000	850,000	No
38574	2027	006	Veater Street Improvements	Transportation - Highways/Roads/Bridges	0	0	200,000	2,300,000	0	0	2,500,000	2,500,000	Yes
43002	2027	007	Recycling Baler	Other - Solid Waste	0	0	200,000	0	0	0	200,000	200,000	No
43004	2027	008	Electric Bucket Truck	Equipment - Other	0	0	240,000	0	0	0	240,000	240,000	No
38609	2028	001	Waterline Extension for Village of Williamsburg	Water - Water Supply	0	0	0	500,000	0	0	500,000	500,000	No
36768	2028	002	Vista Memorial Gardens Cemetery	Facilities - Administrative Facilities	0	0	0	140,000	0	0	140,000	140,000	No
40376	2028	003	City Hall Facility Improvements	Facilities - Administrative Facilities	0	0	0	125,000	0	0	125,000	125,000	No
38591	2028	004	Electrical Substation Breaker Replacement	Equipment - Other	0	0	0	1,600,000	1,000,000	450,000	3,050,000	3,050,000	Yes
34164	2028	005	Electric Pole and Conductor Replacement	Transportation - Lighting	0	0	0	500,000	0	0	500,000	500,000	No
38588	2028	006	Municipal Library Improvements	Facilities - Libraries	0	0	0	300,000	0	0	300,000	300,000	No
36684	2028	007	Ralph Edwards Parks Improvements	Facilities - Other	1,190,000	0	0	225,000	0	0	1,415,000	225,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

Phase 2

40368	2029	001	Golf Course Facility Improvements	Facilities - Other	0	0	0	0	250,000	0	250,000	250,000	Yes
43006	2029	002	Civic Center Improvements	Facilities - Other	0	0	0	0	175,000	0	175,000	175,000	No
40373	2029	003	Water Wastewater Administrative Building	Facilities - Administrative Facilities	0	0	0	0	80,000	0	80,000	80,000	No
38593	2029	004	Electrical Capacitor Replacement	Equipment - Other	0	0	0	0	275,000	225,000	500,000	500,000	Yes
43011	2029	005	Street Sweeper	Equipment - Other	0	0	0	0	250,000	0	250,000	250,000	No
38592	2030	001	Electrical Substation Transformer Switches	Equipment - Other	0	0	0	0	0	500,000	500,000	500,000	Yes
40370	2030	002	10MVA Substation Power Transformer Replacement	Other - Utilities (publicly owned)	0	0	0	0	0	3,000,000	3,000,000	3,000,000	No
40377	2030	003	Rio Grande Vehicular Bridge Crossing and Utilities	Transportation - Highways/Roads/Bridges	0	0	0	0	0	4,400,575	4,400,575	4,400,575	Yes
40378	2030	004	Rio Grande Footbridge Crossing	Transportation - Bike/Pedestrian/Equestrian	0	0	0	0	0	1,265,000	1,265,000	1,265,000	Yes

Number of projects: 40

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	16,169,989	25,550,000	10,959,900	20,840,000	10,030,000	9,840,575	93,390,464	77,220,472



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: E.2

SUBJECT: City Commission Special Minutes, July 2, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 17, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

• -
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-24-24

CITY COMMISSION SPECIAL MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
TUESDAY, JULY 2, 2024

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Luis Tavizon, Chief of Police
Chris Muirhead, Modrall Sperling

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

1. PLEDGE OF ALLEGIANCE:

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

2. APPROVAL OF AGENDA:

Mayor Pro-Tem Forrister made a motion to approve the agenda. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. NEW BUSINESS:

1. Discussion/Action: Purchase of Real Property located at 210 Main Street.

Jay Rubin, City Attorney: This item for me creates a dilemma because we are here to discuss the property purchase at 210 Main Street. Our usual philosophy of always trying to be open and try to be transparent, I would like us to have an actual discussion about the terms that are being discussed, but I am told that the seller wants us to keep the terms confidential. They have asked us to sign something that says that. I would rather we be transparent and discuss really what is being proposed here. It's up to the commission to make that decision, but I think that's what we should do. If you do that, I'll be more willing to disclose what is on the table here.

Mayor Hechler: What our attorney is alluding to, the letter we received offering us the property did have in it listed that they would like to keep the price and some other things confidential at this time. I understand the reasoning behind this. If for any reason we weren't able to consummate this deal or whatever else then people would know what the terms were, and it would take the bids down the road. I think that would be the reason they would offer that. What I am confidently able to say is that we all know that the asking price is \$550,000 and our settlement price would be, if we get through this, it would be substantially below that. I thought it was a wonderful deal. We made an unbinding offer because the commission had to approve it. The unbinding offer was substantially below the asking price with the intention of thinking they were going to counter, and there was no counter. They accepted the unbinding offer, and it was well below the asking price, so I thought it was a wonderful deal.

Jay Rubin, City Attorney: I understand the banks position, but we are a governmental entity. I just feel more comfortable disclosing what we are talking about.

Mayor Pro-Tem Forrister: I don't want to jeopardize it though.

Angie Gonzales, City Manager: Can you do this? Could you move that staff negotiate our purchase price, along with creating a purchase agreement not to exceed the asking price because Mr. Mayor you very clearly just said that the price is substantially less than the asking price. So, we are telling the public that we are not purchasing at the asking price. We are purchasing underneath that amount.

Mayor Hechler: The timeline is this, by July 30th there is some action required on our part, and by then we can fully disclose all the details, can't we?

Angie Gonzales, City Manager: Yes. We will be going through another item on your agenda which is the New Mexico Finance Authority application resolution. We will go through the New Mexico Finance Authority for financing for this transaction.

Mayor Pro-Tem Forrister: I think at that time after we do what is being asked on our part, then maybe we could come at and say exactly what the price is after we have

sealed the deal. I think what Mayor Hechler said is allowing the public to know that it's way under the asking price, and we are doing our due diligence, but that's asked of us, and I think we should honor what they are asking. I know that kind of goes against what you are saying Attorney.

Jay Rubin, City Attorney: Well, I'm here to give you it the way I see it, and certainly the commission can do whatever you feel, and it's fine. I guess I'm not really clear on how this would jeopardize the agreement, but I don't know. I will say I was not involved in direct discussions with the bank. The advice I was given was just through city officials. I don't really know what was discussed between the city and the bank on that issue, so I don't know.

Mayor Hechler: The other thing we could do Jay, if you're ok with this, we do have a call to the realtor Mr. Jones, and we have asked him to call us back, but we have not heard back from him yet. I could ask him specifically if he is ok with us releasing the asking price.

Jay Rubin, City Attorney: Why don't you do that. I like that. You can tell him that our City Attorney showed up to this meeting, and here is what he said, and see what his reasoning is, that's fine.

Commissioner Fahl: We could still start this process?

Jay Rubin, City Attorney: Yes.

Mayor Pro-Tem Forrister: I think what more concerning is that we are so much below the asking price and if we announce what offered somebody could go in and counteroffer easily above us.

Jay Rubin, City Attorney: I could turn you the other way, and if we actually said what the price was, and we say we are agreeing to it, then I think we would be in a stronger position than someone else coming in with a higher number. I understand I get what you are saying, and I understand your concerns. Again, I have not spoken with the bank so don't really know what their action would be. Mayor, I like what you just said, maybe just talk to Mr. Jones and find out what we could do here.

Commissioner Fahl: We could release it as soon as feasible. Let's still move forward and at least get these steps in motion so we can get within the deadline of the closing cost, and then at the earliest point possible, we can tell the public after you guys have conferred with them.

Angie Gonzales, City Manager: I have been in contact with the realtor Mr. Jones who is representing the property, and of course it's not simple. He has to get ahold of PNC. We have been going back and forth, and they are just really adamant about it.

Commissioner Fahl: You could understand their point.

Angie Gonzales, City Manager: I do. I hate it, but I do understand their point, and I also understand it for us too. I know this gets done all the time. I don't know why I'm having such a trip up over it.

Commissioner Fahl: I think we gave them enough information, and we are being smart. When it's allowed, we will tell the public, but we need to get this process going or we are going to lose this opportunity, so let's just move forward.

Jay Rubin, City Attorney: Also, to be clear about what I'm saying here, I'm not giving the advice that you can't go forward with what you are talking about. Let's be clear about that. I would just maybe approach it from a different angle. It's up to you to make that decision, and my legal opinion is yes you can proceed with what you are talking about.

Mayor Hechler made a motion to approve the Purchase of Real Property located at 210 Main Street and allow the full details of the transaction to make those things public as soon as we are released to do so from the owner. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: NMFA Application:

Angie Gonzales, City Manager: Whenever you do financing with NMFA you have to fill out the application then Mr. Mayor will be the one who signs it as the highest elected official. It's all filled out, but you have to have a resolution that goes with it, so that the NMFA governing body understands that we didn't just do it willy nilly. So, the resolution is for your consideration.

Commissioner Fahl made a motion to approve the NMFA Application. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Publication of Ordinance No. 767:

Chris Muirhead, Modrall Sperling: Just to follow up on what Ms. Gonzales said, she hit it on the head. It's just to make sure that the Finance Authority board knows that she is not running crazy and buying stuff without your approval. This does not bind you to close on financing with the Financial Authority. What you are going to look at today is this document, and when you consider that at the end of July. This is the one that we are going to say yes let's proceed with this financing and let's do this. This is required by the NMFA, but it doesn't bind you to see this through the end if you don't want to. The report that you have in front of you would authorize borrowing up to \$2 million for the project which is defined in here and in the title as acquiring, constructing, renovating, furnishing, equipping, beautifying and improving a public safety building for the benefit of the community. That would include purchasing the property and

renovating it with the department needs, and with the city needs. The pledge here is consistent with what we have done in the past which is the state shared gross receipt Tax which is the 1.225% GRT. That is the largest lump of gross receipt tax that comes to the city in addition to some local municipal options. There are also a couple debts outstanding that the city also has with the Finance Authority with the pledge that, but there is plenty of coverage under that number to take on this debt. The ordinance approves a loan agreement with the Finance Authority. What we have done in the past, most recently, whether it's USDA or G.O. Bonds, is to issue bonds as a public body. This is a loan agreement. It is the same concept. It's just a debt document that you're entering into and agreeing to repay over a term of years the amount of money pledged solely by the state shared gross receipt tax. Unlike the G.O. Bond which is any available revenue. This is limited to the state shared gross receipt tax. The Finance Authority is just a lender. There isn't anything different in that than an investor. Someone is giving you money for this project, and you agree to repay it with this revenue source. This is a much shorter ordinance because the loan agreement really is going to have everything in there, so when we come back on the 24th we will have a drafted loan agreement. It will be consistent with what you already have in place, and it won't add any new requirements on the city. That's what this is, and it gets the ball rolling.

Mayor Pro-Tem Forrister: The terms will come back to us with interest rates and so on?

Chris Muirhead, Modrall Sperling: Yes, before you take action, you will have a much better idea, and I'll be here to walk through that. You will know at that time. This is an intro so it could be in the paper Friday, and then we will move forward. So, nothing will happen at the regular meeting next week, it will then be lined up for the 24th for you to consider this. You will have more information about the purchase and the financing. This is as you mentioned commissioner just to get the ball rolling and see where we are going.

Mayor Hechler: We are proposing that we want a bond up to \$2 million which includes the interest that we expect to pay, is that right?

Chris Muirhead, Modrall Sperling: No, that's just the principal. So, I put it out to a higher number. I think the number that Mark was showing me was closer to \$1.68 million. I put it up high enough, so when you adopt this in the payment, we don't want to have a situation which has happened in the past where you have a perimeter, and ultimately the project comes in a little higher. The \$2 million is definitely above the paramount, so if you borrow \$1.5 over 15 years, the interest cost may not be much over \$2 million when you put the whole thing together, so it could practically come in and be within that, but this is just a paramount for the bonds, but no one anticipates it reaching that number and you can lower it if you think there is an interest in lowering it for public impression or whatever. That is the number I came up with to give a conservative cushion.

Commissioner Fahl: I agree. We need to have up to that amount. It doesn't say we are getting that, but we have that opportunity if something happens.

Mayor Hechler: That's fine, but our full intent is to come in as low as we can obviously, and to do what is necessary to build a decent Police Department. What is nice about this particular building is that it does meet initially the needs of the Police Department. It's still located downtown. I think that is important. It has some beneficial amenities already including a vault and things of that nature which will really help the Police Department. There is a conference room, and it's in a pretty good shape, the HVAC seems like it's in good shape, and things of that nature, so I think it's a great deal for our community, and at the price that we are able to land this thing, I think it's a great benefit that will help all of us.

Commissioner Fahl: I think we need to reiterate again to the public about the need for the building. The evidence room is a severe problem. The flooding, the size, we need to move forward and grow. We need to provide this wonderful opportunity for our Police Station is a great thing, and we need to take advantage of it.

Mayor Pro-Tem Forrister: I think it's awesome that they still get to stay in our downtown area.

Commissioner Mitchell: I think their direct location will hopefully have a positive impact on the traffic down there.

Commissioner Hoepfner: On top of it, also for me is that we did what the public wanted. They showed us clearly that they did not want the first option, and we listened. We said it's too expensive we found a better solution and it saves us a lot of money. The location is downtown, and I think it absolutely amazing for me as a business owner and for safety all together. I'm glad that we were able to find something option b pretty much and we have listened to the word of the community and that is one big part of it as well. I am happy to support it and to go forward with it. It is something we could give back to the community in a positive way.

Chris Muirhead, Modrall Sperling: The Finance Authority will pass on the best possible rates that the city could get, because they borrow their money at AAA rates, which is the best credit rating entity. They borrow at the lowest rates, and then they pass that on to the city, so for financing of this size, it would be cost prohibitive to do some of the other things that have been structured in the past, which makes sense. Here with financing this size, you get the AAA rates, and it does make a significant benefit to the community.

Mayor Pro-Tem Forrister made a motion to approve Publication of Ordinance No. 767. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

Angie Gonzales, City Manager: In the way of purchasing any building, you always do an escrow. We will make a purchase order and check to PNC for the \$40,000 deposit. I'm asking for your approval of the Purchase Requisition over \$20,000. It will be for a \$40,000 escrow.

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

D. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 9:20 a.m.

Passed and Approved this 24th day of July, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: E.3

SUBJECT: Acknowledge Regular Public Utility Advisory Board Minutes, June 17, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 17, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Acknowledge minutes.

Attachments:

- PUAB 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 7-24-24

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC UTILITY ADVISORY BOARD
MONDAY, JUNE 17, 2024**

REGULAR MEETING MINUTES

Regular meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, June 17, 2024, at 3:30 pm.

CALL TO ORDER:

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

ROLL CALL:

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

ALSO PRESENT:

Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Angela Torres, City Clerk
Katy Martinez, Admin Assistant

1. APPROVAL OF AGENDA

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

2. APPROVAL OF MINUTES:

- a. Regular meeting of January 22, 2024.

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

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

There were no comments at this time.

4. NEW BUSINESS:

- a. Discussion/Action: Recommendation to appoint Chris Sisney to serve as a member on the board.

Vice Chairman Dornbusch: Do you know who Chris is?

Member Avelar: Didn't we meet him and the end of last meeting.

City Clerk Torres: Yes. He is on our Planning and Zoning Board right now. He is our chairman on that board.

Member Avelar: We met him outside.

Vice Chairman Dornbusch: I remember now. Do we have a problem with him being on the board?

Member Avelar: First person I know that would want to be on this board. Let's give him a try.

Member Armijo made a motion for Recommendation to appoint Chris Sisney to serve as a member on the board.

Member Avelar seconded the motion.

Motion carried unanimously.

b. Discussion/Action: Recommendation for the re-appointment of Board Member Jeff Dornbusch

Member Armijo made a motion for Recommendation for re-appointment of Board Member Jeff Dornbusch.

Member Avelar seconded the motion.

Motion carried unanimously.

c. Discussion/Action – Infrastructure Capital Improvements Plan (ICIP) Projects

Assistant City Manager Alvarez: It's that time of the year where the city submits the Capital Improvement Plan. We'll take public comment. We have already had one public meeting requesting for public comment on the ICIP and we received one or two small comments so I also wanted to bring it here to the Utility Advisory Board then it will go back to commission for another public hearing on Wednesday the 26th. We have to have all information submitted to me and I have to have it all put into their system by July 12th. It's a very long process and so I believe I sent in my public hearing notice. I'm hoping to get all public comment by June 24th. I don't know how familiar the board is with Capital Improvement Plan. You guys do have a power point in your packet. We go through it a little bit. It's really the fundamental facilities and systems that service the city and it's essential to enable, sustain or enhance societal living conditions. It's a planning document. This one is for the years 2026 through 2030 and covers a 5-year period. We update this and submit this annually to the local government division. It's kind of a working document so it changes every year. Its gives us time frame estimated cost and justification in details of each infrastructure project it's really important to know that it's not a funding source a lot of people think that the ICIP is a funding source and this something our funders do relay on. If the project isn't listed on ICIP we may not receive funding from some of the places, we applied for funding. As well as our legislators, congressman, senators they look at it as well. We really want to show case priority projects. We always list all of the main projects that the city has within all departments. We ask the commission to rank the top 5 or top 10 projects. It helps us encourage planning like I said funding agencies utilize it as well as the governor's office. It has to create a new fixed asset or enhance an existing asset. It has to have a life expectancy of at least 10 years be ready to proceed, planning, design is not generally funded unless it is a part of the entire project but even at that what we are finding right now is that they only want to fund shovel ready projects. We need to have good cost estimates. It has to be over \$10,000 identify varies places I could apply for funding to obtain that and like I said I have to have it put into their system by the 12 of July. My process is I work with all the departments, they all submit what their project list are. I get public comments occasionally we try and do it as a public hearing. We don't usually generate as much public as we can see but I also try and get

that posted out on social media so I accept comments that people may make one out social media as well as anybody that wants to do written email or phone call into me or even the clerk's office. We take all of that into consideration. We submit all of that to city commission which will go on Wednesday the 26th and they will review the current list that you guys have in your agenda which I'll go over a little bit as well public comment and I'll review all the list that have been submitted by the department heads. It's usually prioritized by your public safety concerns and on down. We have to identify available funding sources. I think you guys are familiar with the majority of them that we use so I won't go through all of them there on your list. If you have any questions about any of them, I can definitely answer those for you. We review our current list which you guys have a 2025-2029 list. That is what we submitted last year. I'll have to update anything that's already been current or partially funded and I kind of flag those out as already a completed project. I'll review all of the department head list. We will review what is still on the current list to see if that's still the priority and we will get those all input. We have to faze some of those out like I said plan, design, construction they like to see a break down if possible and then we will ask the commission to identify 3 to 5 projects off of that list that could also be submitted from Capital Outlay now keep in mind those may not be our big priority projects. Capital Outlay there only looking at projects right around \$500,000 that can be completed and fully funded so usually that's vehicles maybe a something like we got last year like the funding for the animal shelter improvements. The next item that you have in there is the current 2025-2029. These are all the projects that we submitted for last year. This is the one that I will be updating and taking off anything that has already been funded. I'll update any cost because we know just in a year cost can change considerably. I work closely with the engineers on this as well as our department heads. List wise some of the things I have gotten from our department heads for our solid waste recycle and waste collection center they would like to see about potentially doing some type of a scale house upgrade to include a laboratory currently that scale house does not have a restroom and so if they are shorthanded and can't get coverage they are having to lock up the scale house to go to the main buildings. They are looking at some type of awning where they are out washing all their trucks especially this time of the year it's pretty hot and hot and stinky trucks don't go well together. They would like to look at getting a new bailor and new Gemini bailor they are looking at approximately \$200,000 for that bailor the one that we have there was received via a grant clear back when the recycling committee and recycling all came about in want to say in probably 2012. It's seen a lot of years and a lot of use. They are also looking at wanting to repave their facility there are some dangerous areas for walking. For electric he's got a transformer protection upgrade project for 2 substation transformers that approximate cost is \$60,000 is going to replace some relays and switches we are going to generalize that. He also is looking at getting a new bucket truck replacing 2001 bucket truck 23 years only with 90,000 miles and 1,000 hours on it. The approximate cost of that is \$240,000. Some of the other items that you will see in this list that he wants to carry over is going to be transformer protection upgrade, substation primary underground feeder replacement, substation power transformer replacement, electric substation transformer switches, electric pole and conductor replacement, electric capacitor replacement, electric substation breaker replacement, and an ev charging station. For our water department they are looking at replacing well 2 that would include new casing, down pipes submersible pump, foot valve, piping, Scada and communications. Currently the building is not safe from the elements, and they would need new ac and heating in the building also vfd electric panels and all the electrical components associated estimated cost for that it looks like about 1 million dollars. For well #1 they would like to refurbish the existing well. There again new submersible pump and piping, electrical components and Scada, heating and air conditioning, drill well to have at least have 150 feet of well depth beyond the pump, a new foot valve, flush clean, acidize, estimated that at about 1 million dollars as well. This is a water and wastewater project so he would split this 50/50 between the 2 departments. It is a design for a joint water utility building with wastewater to accommodate for all staff and office space, a Scada room, a map room and a training area. He is estimating about \$500,000 total for plan and design of that so \$250,000 out of each department. Williamsburg water line loop to increase the flow of water to Williamsburg by adding an additional line

to the loop system current set up utilizes only a 6-inch supply source that comes down Veater St and when making repairs and as you guys, I'm sure have heard they have to shut down pretty much all of Williamsburg in order to make those repairs. This would help that. Also, water meter replacement as you know we have CBDG funding and we will be replacing its just the RFP went out we just awarded the engineering design on that we are just waiting for DFA to approve the contract and then they will get started on the design but that is only going to do maybe a third of the city for water meter replacement so he is estimating a full meter replacement for the remaining party of the city as well and that's why will keep on the ICIP so we can continue to apply of funding to get that done. Wastewater he wants to do the headworks replacement that hasn't been working for a while that was damaged in the flood, we thought we would get some help with Fema on that's and that's not come to through and it's probably not going to. We are working on an application with clean water state revolving loan fund for that. That's estimated to be about 1.5 to 1.7 million. There's some other wastewater plant upgrades, replace activated sludge section of the treatment plant with some new technology it's proper removal of nutrients and sized appropriately, extended aeration plant, replace all the raw pumps with new set up, replacing the grit separator with new set up, install wash water buster pumps to wash down the treatment plant and equipment, various different upgrades at the wastewater plant. Estimating that about 10 million dollars that also includes a preliminary engineering report. One of the things we don't have for wastewater that we do have for water is a full wastewater municipal PER and so that is a priority for this year to get that and it will help identify the priorities and needs of the wastewater station. Clancy force main improvements we need to replace approximately 1,000-feet of sewer line. That's the main line that's used to transport all the wastewater from the north side of town to the wastewater plant. We really try to advocate it this year up at the legislative session with the new buildings that they added up at that veteran's home. The force main is where all those new buildings are going to feed into as well, so we keep growing from the north end of town clear over to the Clancy side adding new homes, but we haven't replaced that line. That is a big priority as well. We need to do some serious work on our manholes estimating about 2.2 million dollars to do some coding to prevent further corrosion and ensure they are not leaking. With that, it covers the enterprise funds list. I didn't bring with me some of the other departments because they aren't as relevant for the utility board. I will stand for any questions if you guys have questions on some of the department heads list. I'll do the best I can to answer them. If you have questions about any of the current projects, I can answer some of those. Also, if you have some recommendations, if you would make those recommendations I'll make sure that the clerk's office gets those within the minutes, and we could get those written down and have those to present to the commission as well.

Vice Chairman Dornbusch: I'm trying to follow you with the information I have before me and I'm having a really hard time finding the items you just listed off on all these different pieces of paper.

Assistant City Manager Alvarez: Some of what I listed off I was reading off department head list. They're still working on these. They don't have to get these all to me till the 24th so I just printed what they have gotten me so far. You don't have that information in front of you. This will be in the agenda packet on Friday that goes to the commission so their finalized list will be in the agenda packet. If you have anything to add or any questions, please reach out to me or you can of course come to the commission meeting for public input as well I encourage that.

Member Avelar: Is the city still looking to drill a new water well?

Assistant City Manager Alvarez: They are so that one of the items in what we call our PER 2 is the well on the north end of town. That project we have received partial funding from USDAR we are waiting for them to obligate the second amount but that's one of the projects that's listed in not the next PER phase because that's Whispi 1. We have our MSD USDA project which they have almost completed except for the Cook Street stuff. Then we have our USDA PER 1 which is what we refer to as the Whispi 1 project and that the main transmission lines that are getting ready to go out to bid hopefully this month

or the first part of July for construction on that. Then we have the PER 2 which includes the north water well and that one we still have to get allocated funding, so we are probably looking at a good 2 years out before we get full design on that.

Member Avelar: Is the city still looking at building tanks over there at the end of Smith Street or on top of the Pine Knot somewhere through there?

Assistant City Manager Alvarez: I don't know anything about a tank over there. We have a main transmission line or a new water line that's going to be going in. It will come from Smith and go over that way by the Pine Knot that in our Whispi 1 project that's the one that's getting ready to go out to bid.

Vice Chairman Dornbusch: Is there any plans to do anything about the Cook Street tank? To increase its volume?

Assistant City Manager Alvarez: Yes, The USDA MSD project, The Drinking Water project, Water Trust Board Booster Station, and the Colonias Funding, all the fundings we have received for water projects. We received fundings it went out to bid and of course out bids came back higher than our funding amount, so we have a large number of projects that are considered shovel ready, they have been completely designed. Last year the city was awarded 1.6 million dollars for design for what we call critical water line replacement. I think you guys remember Bruce talking about that. We estimated approximately 20 million dollars' worth of work. We got \$1.6 from Henricks office for the design, we were just awarded the 16 million dollars from Water Trust Board for that and then we will be receiving another 4 million from Colonias Funding combining all those will take care of that 20 million. Then we received an another 4 million from our governors and legislators that money we are going to put towards the shovel ready projects. We are going to take a look at the money we received there and what we have and prioritize what has already been designed and whether or not that includes that extra tank at Cook Street or weather we look at some of the other ones that didn't get fully get designed. That will have to be a discussion we have with the wastewater and water director as well as the engineers. It will probably go through commission as well as the utility board once we have the funding. That \$1.6 we have grant agreement on we know for sure we got it. The 16 million dollars we just got the award letter we know we got it. The 4 million dollars from Colonias we have not officially gotten and award letter we just know that we have been recommended so not a guarantee yet on that. The 4 million dollars from Capital Allies no grant agreement on that yet it has been recommended and put into the bill. So, until we get those grant agreements, and we know for sure we are getting the money we can't make any definite plans and somewhere along the lines we are not sure where it came from, but it looks like we received an additional 4.3 million dollars we don't know where it came from yet, but we are working on a grant agreement with that. We are thinking it was recommended because the way it being routed is the same way we got the \$1.6 so we are wondering if maybe Senator Henrick office sent in a request for funding for us again this year. We are working on the grant agreement we are also digging behind the scenes, so we know who to thank for the money.

Vice Chairman Dornbusch: The vacuum lift station is that on the improvement projects wish list or is that a shovel ready project?

Assistant City Manager Alvarez: That is a partial shovel ready project. We received Clean Water funding a few years ago for vac station improvements. When that application went in, we had a different director and the scope of work for that funding isn't the needs that we have right now and so we are currently working with Clean Water and our engineer, and we are redoing the scope of work to fit the issues that are going on now. Then we will potentially be asking Clean Water for additional funding that is only going to put a band aid on this system. The ultimate goal is to get rid of that vac station completely and put in some lift stations. That is going to be more identified when we do the full

wastewater PER that's going to be a huge cost and probably something we are going to have to look at USDA for or something that's going to give us quite a few million.

Member Avelar: Bo which feeders are you going to replace?

Bo Easley: The feeder from the substation all the underground. All six. Likely even replace the feeders from the transformer.

Member Armijo: They got the project done downtown now with the water? Have you seen any increases in leaks or anything like that on the outer side now everything is fixed downtown we got more pressure?

Assistant City Manager Alvarez: In the new replacement areas we haven't had any issues and so far, we don't seem to be having any of the issues we have on some of the smaller distribution lines. Like Arrowhead is a great example a leak happens they go in and replace it and then they get great water pressure shooting through to the next yucky line and then the whole thing blows. We have not had that so far with the water line replacement downtown.

Member Avelar: Is McAdoo back and ready to go?

City Manager Gonzales: They are working I see some equipment moving. I was told that they are setting forms.

Assistant City Manager Alvarez: If you guys get a chance to drive over to the area of Pine Street between Fifth and Eighth our streets department has completed the LGRF project they are working on the final close out. It has been redone and the sidewalk added in. Our streets director Buster is working really close with me and our engineers and with Arnie, we are structing our applications to follow the water lines.

Vice Chairman Dornbush: Bo on the charging station where would it be located, and would it be covered?

Bo Easley: It would be right next to Angie and Tracy's office between the Sierra Grande Lodge. It will be solar panel cover.

Vice Chairman Dornbush: First of many?

Bo Easley: Yes.

Assistant City Manager Alvarez: Wednesdays meeting if there is any way you guys can attend my goal is to do a full project update on the current projects we have, where we are at, which ones are completed, what is left funding wise and as well the ISIP and the Capital Outlay request. If you are able to attend that would be great otherwise, I will bring it back to you guys for project information. It will be after the fact, but we haven't had a meeting in a while with the utility board, so I haven't been able to update all the projects.

5. REPORTS FROM THE BOARD:

There were no reports from the board at this time.

6. REPORTS FROM STAFF:

City Manager Gonzales: I handed you this letter P&D this a study and audit it's going to update a study that was done 10 years ago. We will take it to the commission next week.

Assistant City Manager Alvarez: It will be similar to our water system municipal PER. It will be the same thing but for electric.

Member Avelar: What is the purpose of the study?

City Manager Gonzales: It's like Tracy said the full study is to see where we are at, what we have.

Member Avelar: We are not getting ready to sale again, are we?

City Manager Gonzales: No. This is our asset and for us to be able to use and to plan for our asset to be fully used at its full potential. We need this information. I have full faith that we have data we just don't know quite what to do with it. So, Bo Tracy and I talked about it, and this is going to help us all in the city learn how to ask these questions, how to advocate for the electric department. Now we are experts with water and what all it takes with water. At least we could communicate with somebody at the grocery store if somebody says something we can communicate to them. Electric not so much, we want to be able to really own our utility and really make it ours and make it better for now and for the future. We need the information, and I really would like to see us move more into the admin part of it where they would show us the tools of how to plan and prepare for our full future which is going to be more electric. I had mentioned to BO many months ago if me and all my friends bought electric cars could the T or C grid handle it? If everybody in the city bought an electric car, could we handle it and we want to be able to prepare for something along that line.

Assistant City Manager Alvarez: It's going to help Bo to be able to advocate now that we aren't subsidizing any of general fund with any of our electric dollars and now that we have implemented the electric rate increases its going to be able to give him a tool to be able to the commission and tell the commission that he wants to use 2 million dollars out of his budget and what it's for and why it's needed also why it's a priority. On the flip side of that if he has a big project that may cost 5 or 6 million dollars you know to put everything underground or something than he has the tools and book that may be required at the DFA and the NMFAN to go and request the loan and some funding. Maybe if we have this, we will be able to advocate better for funding opportunities whether it be more than likely congressional funds. It's hard to find grants but maybe with some tool like this it will specify something that maybe we will find a specific grant for like electric charging stations which he is working on that one already.

City Manager Gonzales: More knowledge helps us all as we are preparing for the future. We know we have the correct people we just need the correct tools.

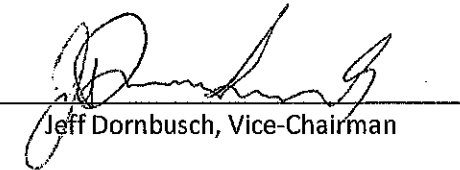
7. ADJOURNMENT: 4:04 PM

Chairman Dornbusch made a motion to adjourn the meeting.

Member Avelar seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED ON THIS 15th DAY OF JULY 2024.


Jeff Dornbusch, Vice-Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: E.4

SUBJECT: Acknowledge Regular Public Arts Advisory Board Minutes, June 4, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 17, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Acknowledge minutes.

Attachments:

- LAB 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 7-24-24

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC ARTS ADVISORY BOARD
MINUTES
TUESDAY, JUNE 4, 2024**

SPECIAL MEETING

Special meeting of the Public Arts Advisory Board of the City of Truth or Consequences, New Mexico to be held on Tuesday, June 4, 2024 at 2:00 p.m. in the City Commission Chambers, 405 W. 3rd St, Truth or Consequences, NM 87901.

ROLL CALL:

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

ALSO PRESENT:

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

1. APPROVAL OF THE AGENDA:

Vice-Chairman Gustin: I'd like to request that we receive an update on the Reed Rocket Sculpture from Traci during Board Reports.

Assistant City Manager Alvarez: I can give you an update.

Member Carlstedt made a motion to approve the agenda with the addition of the Reed Rocket Sculpture update. Member Alicea seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

a. April 16, 2024

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

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

No public comment at this time.

4. NEW BUSINESS:

a. Discussion/Action: Art in Public Places (AIPP Purchase Program) – Animal Shelter Appropriation Allocation Selection Committee Member.

Assistant City Manager Alvarez: Thanks for coming together in a special meeting for me. As you may or may not be aware, last year the city was appropriated through Senator Diamond some funding for an expansion on our animal shelter. We were awarded \$450,000. Part of the law that comes into effect, and they haven't had the funding. They have been sweeping a lot of the Art in Public Places funds. Normally any allocation over \$100,000, there is a percent that has been allocated for

Art in Public Places. In past appropriations they have swept the funds, so we haven't had to go through the process because they needed the money for projects instead. This year with all the funding over the last few years that's been available, they are delegating \$4,500. This is what is allocated out of \$450,000 appropriation to be put towards Art in Public Places. Part of that process is a committee. We have to form a selection committee. Each member of the committee that we have, which I am hoping that you guys allocate one of your members to be one of the members of the committee. We would have the Mayor, City Manager, and myself as members as well. We would have slide shows to review. They are very resource heavy slide shows that will have to be reviewed, so your committee member is going to need to be someone that has computer access and can sit and review thousands of pieces of artwork. We will only be allowed to select art work that is within our \$4,500 mark and only specific to what is in the slide show. The next portion of that committee is going to be designating where that piece of art is going to go. It has to be placed in a public spot. It doesn't have to be specific to the animal shelter. Whether it be in one of our public offices, city commission chambers, or if it's an outdoor piece of art that is within that \$4,500 funding then we would designate where we would want to place it. This will be a new process and procedure for me like I said they have swept the funds before. We haven't had to go through this process with the state. I have done some preliminary review of some of the artwork that is on their links that they sent us. The art costs go anywhere from very small dollar amounts to thousands and thousands of dollars. It's a lot that we will have to sift through because we will have to stay within that \$4,500 budget. They have large pieces, like the big sculpture that's out in front of Spaceport. That was actually done through Art in Public Places. If your award is under a certain dollar amount you can do the piece of art and place it anywhere in the public. If your actual overall award is over a certain dollar amount it has to be site specific. In the case of Spaceport, they had to put their piece of art at the spaceport. I don't know if you guys have all seen that, but that was funded through Art in Public Places as well.

Chairman Bryan: Do you know how much that was?

Assistant City Manager Alvarez: I don't. I'd have to look back to what their appropriation is.

Vice-Chairman Gustin: I believe it was \$100,000.00.

Assistant City Manager Alvarez: That might be because I believe the percentage of Art in Public Places is 1% of your allocation and so if they were awarded \$1 million dollars then the \$100,000 would be right in there. The art that we will be looking at I have seen anywhere from sculptures to beautiful paintings to very odd ball things. There was one of the slide shows had a big basket with a bunch of doll heads in it. They wanted over \$4,000 for that. There are some very interesting things to select from.

Member Carlstedt: We couldn't as a committee commission a local artist to do something for that price?

Assistant City Manager Alvarez: No, this is all done at the state level. They have a selection of artists that they rotate through that's within their program. I don't know how they select their artists, but they are specific to New Mexico. But how an artist becomes on that list that's something that's done through their program. Once we get to a point where we select our committee members, each committee will then need to go through all of these slides maybe pick out some of their favorites then we will come together as a committee. We will discuss everybody's favorite. At that point in time decide which piece of art they want to select. We will actually have to set up a virtual meeting where they'll come in at the state while we do the official selection of that piece of art, and they will have to do their review and approval. Long term, the city has to maintain it. It may need to

be insured. Although, our allocation is small enough at \$4,500 that insurance would fall within our normal self-insurer's funds amount.

Chairman Bryan: Did you say that out board would have one person?

Assistant City Manager Alvarez: Yes, that's going to be my request today, is for you guys as a board to allocate one person to sit on that committee. It has to be someone that has computer access and has the ability or time to sort through thousands of slides. I'll send you out an email and within there will be four separate links, so there are four separate slide show bundles, and each slide show bundle probably has over a thousand pages on it. It's definitely not a quick one hour of your time.

Member Carlstedt: They can't screen out the ones that are out of our price range?

Assistant City Manager Alvarez: It says slide shows are organized by price starting at \$1,000 and going up from there. The prices are all inclusive of artwork, framing, plexiglass, identification plaque, delivery, and secure permanent installation at site.

Member Carlstedt: If you're looking at a link, you could just stop looking once you have reached the threshold?

Assistant City Manager Alvarez: Yes.

Chairman Bryan: Is there any one here who is interested?

Vice-Chairman Gustin: I don't have good strong internet at home, so it probably wouldn't be good for me to try and do it.

Member Alicea: I would.

Member Carlstedt: I defer to you.

Chairman Bryan: I defer to you too. Eduardo wants to do it.

Assistant City Manager Alvarez: You will need to take official action if you don't mind.

Vice-Chairman Gustin made a motion to elect Member Alicea as the Art in Public Places (AIPP Purchase Program) – Animal Shelter Appropriation Allocation Selection Committee Member. Member Carlstedt seconded the motion. Motion carried unanimously.

Assistant City Manager Alvarez: Eduardo, I'll send you an email with the information. Do keep in mind because this is a selection committee, the link and going through that's not a public document to filter through. Then I'll coordinate with you and the Mayor. If the Commission or Mayor decides to allocate anybody else within that, once we form that full committee, we will schedule a meeting.

Vice-Chairman Gustin: So, Traci, it will be you, the City Manager, Eduardo from this board and who else?

Assistant City Manager Alvarez: Rolf Hechler. So, the committee members need to be made up of our Mayor who is the authorized signatory, our City Manager who is the over all City Manager person who does the approvals has the authorization and approvals, myself because I am the one who manages the grant. From there, however many we want to form as a selection committee. At

this point in time, the Mayor has requested that I reach out to the Art Board and see if you guys will delegate a person. I will get back with the Mayor and find out if he wants to proceed with anywhere else or how he wants to delegate.

Vice-Chairman Gustin: So, as it stands there are four members right now?

Assistant City Manager Alvarez: Right now, yes. There may or may not be more. Sometimes the more people you get, the more opinions you get, and the longer it takes especially with art. Art is so subjective to a person.

Chairman Bryan: So, Eduardo right now is a member?

Assistant City Manager Alvarez: Yes, for sure.

5. REPORTS FROM THE BOARD

Vice-Chairman Gustin: I request an update on our Reed Rocket Sculpture.

Assistant City Manager Alvarez: It went to City Commission as your recommendation for approval to place the art up for sale. They did approve for that to go forward. However, we wanted to get it out of storage, get it over to the collection center and get it weighed out, so we could price it against what the cost of metal is going. It took a little while for us to do that just because we had to wait on OJ and his crew, with the film crew and everybody being in. We got that done and the estimated metal cost if somebody was to sell it for that is right around \$50 it was much lower than we expected, so I think we are looking at potentially doing is putting up for sale at not less than \$100. That I think will keep anybody from purchasing it just for the purpose of scrap metal. It has to go back in front of the Commission for their approval on the cost.

Chairman Bryan: Will the public be able to see it?

Assistant City Manager Alvarez: Once we get it up for sale, yes. Once the Commission approves the sale cost. I will have to review the minutes to see exactly what their motion was, it may not have to go back in front of Commission as long as I'm selling it over the minimum cost for scrap metal. Once we get ready to advertise it, we will have to put it in an area where people can go to look at it. It will just be laying down, stacked up somewhere. I will have to work with staff potentially OJ.

Chairman Bryan: It's been years since I think any of us have seen it.

Vice-Chairman Gustin: I've seen it as recent as the last year and a half. It was stored at the old armory building. It looked to be in really good shape.

Assistant City Manager Alvarez: There are a couple of spots that look like it's potentially got bent. A couple staff members and department heads ago that were moving equipment down in there, none of them are still employed. Looks like they might have backed into or bumped into it. I don't think it's something that can't be fixed.

Vice-Chairman Gustin: It was not damaged extensively. When I looked at it, it was fine.

Assistant City Manager Alvarez: I think that if someone was purchasing it for the purpose of what it was intended to display it as art, I think that they could very much work with the artist, and I think he could do any repairs.

Chairman Bryan: I'd like to buy it. I'm sure many people would want to buy it.

Member Carlstedt: Is it like a sealed bid?

Assistant City Manager Alvarez: No, I'll just advertise. I'll do it like I do the properties. I'll set it up for sale, and anybody can submit an offer. I take all of those offers to the City Commission, then the City Commission ultimately accepts an offer. Now, if we have a case where multiple people offer the same dollar amount, and it's the highest dollar amount, then what I do is reach back out to them and ask if they would like to amend their offer. I'll tell them you know we have 3 offers for \$100 and would you like to amend your offer at all. Depending on what I'm selling or what I'm selling for, I'll give them anywhere from 5 to 14 days to think about amending their offer and putting in a final offer. Only one other time with property have I had to do that one more time because 2 people out of 4 matched an offer again. Then I tell them I need you to give the best and final offer. We actually got something that was \$2,000 more than the other person. We just do it that way. Nobody ever knows who's made the offer, they may know the dollar amount, but they won't know who has made the offer.

6. REPORTS FROM STAFF

Assistant City Manager Alvarez: Thank you again for coming together for this special meeting.

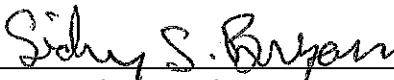
7. SET TIME, PLACE AND DATE FOR NEXT MEETING:

Next regular meeting is scheduled for Tuesday, July 16, 2024 at 4:00 pm.

8. ADJOURN

Member Carlstedt made a motion to adjourn the meeting at 2:19 pm. Vice-Chairman Gustin seconded the motion. Motion carried unanimously.

PASSED AND APPROVED this 16th day of July 2024.



Sid Bryan, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: E.5

SUBJECT: Subrecipient FY 23/24 4th Quarter Reports

DEPARTMENT: City Manager's Office

DATE SUBMITTED: July 17, 2024

SUBMITTED BY: Tammy Gardner, Executive Assistant

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Accept the 4th Quarter Reports

Attachments:

- Checklist
- Reports

[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 7-24-24

Reports are due by the 15th of the month following the quarter.

Copies to City Mgr. & Commission
 Copies to City Mgr. & Commission
 Copies to City Mgr. & Commission
 Copies to City Mgr. & Commission

RECEIVED JUN 18 2024

COMPANION ANIMAL ACTION TEAM
PO BOX 512
WILLIAMSBURG, NM 87942

79

SUBRECIPIENT GRANT
FY 2023/2024
(4th) QUARTER INVOICE

Date of Invoice: *June 18, 2024*

Invoice Amount: \$ 250.00

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

Allocation Amount: \$1000.00

Quarter Draw: \$250.00

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

Thank you,

Majorie E. Powey
Signature of Authorized Representative
Majorie E Powey
575-740-0421

79

SUB-RECIPIENT QUARTERLY REPORT

FY: 2023-2024ORGANIZATION: Companion Animal Action TeamALLOCATION: \$1,000.00QUARTER: 4TH

(FY Allotment, Not Qtr. Draw)

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

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

We held two clinics in the 4th quarter of 2023/2024. A clinic had to be cancelled on May 7
because Dr. Starr lost a vet at her clinic.

A clinic was held on April 9, 2024. 2 male cats were neutered and 7 female cats spayed.
7 female dogs were spayed and 5 male dogs were neutered

A clinic was held on June 1, 2024. 2 male cats were neutered and 8 female cats were spayed.
8 female dogs were spayed and 6 male dogs were neutered.

After we were notified that the clinic was cancelled May 7 we set up an account at AVACSC
Arenas Valley Animal Clinic to do some of the urgent clients. We have done 2 dogs and 4 cats
We also provided funding of \$200 for an emergency surgery for a rescued dog.

Invoice for June 1, 2024 is attached.

SUBMITTED BY: Majorie Powey

TYPED NAME

Majorie E. Powey
SIGNATUREDATED: 06/18/2406/18/24

INVOICE

PNH Mobile 2

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

"Helping El Paso Help Their Pets"

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

Printed: 06-03-24 at 9:08a
Date: 06-01-24
Account: 15892
Invoice: 286649

Date	For	Qty	Description	Price	Discount	Net Price
Services by Amy Starr, DVM PS						
06-01-24	2024/06/01	274	PNH-M Milleage (S/N Clinic) per mil			1096.00
06-01-24		1	S/N Clinic Day			1650.00
06-01-24		24	PNH-M Presurgery Intake Exam	528.00	528.00	0.00 **
06-01-24		2	Feline Castration	130.00	130.00	0.00 **
06-01-24		8	Feline Ovariohystorectomy	704.00	704.00	0.00 **
06-01-24		8	Canine Ovariohystorectomy	1032.00	1032.00	0.00 **
06-01-24		6	Canine Castration	684.00	684.00	0.00 **
06-01-24		1.90	PNH-M2 Metacam/Loxi Inj 5mg/m (			33.00
06-01-24		29.20	PNH2 Ketamine-Xylazine Comb Inj			0.00
06-01-24		146	PNH-M2 Tramadol Tablet 50mg (1			0.00
06-01-24		2	PNH-M In-House FELV/FIV Test			90.00
06-01-24		10	PNH2 Feline FVRCP Vaccine (1ml)			100.00
06-01-24		9	PNH2 K9 DAPP Inventory (1ml)			90.00
06-01-24		19	PNH2 Rabies 3yr Vaccine (10ml)			304.00
Services by Hospital General Fund						
06-01-24		1	Client Consult			0.00
Services by						
06-01-24	#1569		Check payment			-3353.00
Old balance		Charges	Payments	Discount	New balance	
0.00		3363.00	3353.00	3078.00 **	10.00	

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

A monthly service/interest fee is charged for all past due accounts. A \$30 fee is charged when an account is submitted to collections.

Thank you for letting us care for your pet(s)! Refer a new client and get \$20 off your next visit. Don't forget we were the first AAHA accredited hospital in El Paso and practice at the highest standards in veterinary medicine.

If you have an emergency with your pet after hours, please proceed to or contact the El

Paso Animal Emergency Center at 1220 Airway Blvd El Paso, TX 79925, 915-545-1148
We will not process any type of credit card transaction without proper form of card holder's I.D. present.

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

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

We appreciate your understanding.

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

RECEIVED JUN 06 2024

TD

ORGANIZATION/RECIPIENT'S NAME
ADDRESS
CITY, STATE and ZIP

SUBRECIPIENT GRANT
FY 2023/2024
(4th) QUARTER INVOICE

Date of Invoice: *June 3, 2024*

Invoice Amount: *\$500.00*

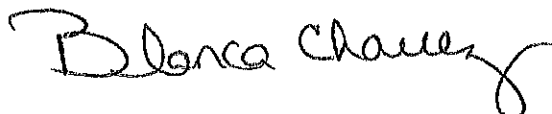
Submit To: *City of Truth or Consequences*
ATTN: City Manager's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: *\$2000.00*

Quarter Draw: *\$500.00*

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

Thank you,



Blanca Chavez
575-894-3557

RECEIVED JUN 06 2024

76

SUB-RECIPIENT QUARTERLY REPORT

FY: 2023/24

ORGANIZATION: Domestic Abuse Intervention Center

ALLOCATION: \$2,000.00

QUARTER: 4th

(FY Allotment, Not Qtr. Draw)

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

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

Statistical Information:	Years	Victimization	Referral
Female- 10	Anglo- 12	18-21- 0	Emotional -15
Male- 5	Hispanic- 2	22-40- 5	Police- 1
	Other- 1	41-59- 8	Sherriff-
		60-74- 2	Hospital- Self-Referral-9
		Unknown - 0	Courts-3
		Unknown-0	Family- Other- 2
			CYFD-

Type of Contact:	Volunteer Hours: Total- 1115.75
Orders of Protection- 7	Cell Phone- 1112
Individual Support Sessions- 15	Administrative- 3.75
Group - 163.5	Crisis -
Victim Advocacy - 83.75	Office-
Crisis Intervention - 6	Direct Client Contact (crisis)-0
Shelter -	Transportation-
Food - 7	
CCR- 6.5	
Case Management - 57	
DVOTI Individual Sessions - 3.5	

April	May	June	
Windstream - \$283.30	Windstream- \$200.39	Windstream- \$16.31	Total \$ 500.00

SUBMITTED BY: Blanca Chavez

TYPED NAME

Blanca Chavez
SIGNATURE

DATED: 06/03/24

Rev. 5/2019

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

SUBRECIPIENT GRANT

FY 2023/24

4th and FINAL FY23/24 QUARTER

INVOICE: 2023-24/Q4

Date of Invoice: 7/1/2024

Invoice Amount: \$ 1,250

Submit To: *City of Truth or Consequences*

ATTN: City Clerk's Office

505 Sims Street

Truth or Consequences, NM 87901

Allocation Amount: \$ 5,000

Quarter Draw: \$ 1,250

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

Thank you,



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

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

SIGNATURE



DATED: 7/1/2024

SUBRECIPIENT QUARTERLY REPORT

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

FY: 2023/2024

ORGANIZATION: MATTHEW 25 FOOD PANTRY, INC

ALLOCATION: \$5,000
(FY Allotment, Not Qtr. Draw)

QTR DRAW: \$1,250

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

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

Compliance

Matthew 25 Food Pantry, a 501(c)3, graciously appreciates the grant award from the City for the direct services we provide to benefit the community through our weekly free food distribution to those who are food insecure. Our mission is to serve the community's impoverished and underprivileged to those who qualify without discrimination based on age, race, color, sex, religion, national origin, disability, or sexual orientation. Our commitment to the City is to maintain complete and accurate records of our performance and this Quarterly Report (Q4) is being submitted to the City for public record of such compliance.

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

2023/2024 Funding Purpose/Financial Performance

Matthew 25 relies on grants and monetary donations and an insignificant amount from business-to-business support from local retailers to cover all of our operating costs to be able to provide services back to others in need. The City grant of \$5,000 along with the Sierra County grant of \$2,500 plus awards from Walmart and others netted 33% of all revenues - up from 28% projected. Matthew 25 participation in the Bullocks Cash for Clubs receipt program netted 2% - down from 4% projected. Community monetary contributions netted 64% - down from 68% projected. Compared to last year, our ending statistics however show that our community contributions increased by 63%, and through diligence of new volunteers committed to fundraising, our grant awards increased 123% over last year.

Rent and utilities make up 70% of all fixed costs while insurance is 6%, totaling 76% of our budget. Food costs to supplement the nutritional variety for our community has trended this year around 11% of budget which is a decrease over last year due to an increase in Roadrunner Food Bank deliveries attributable to an increase in our participation numbers. Miscellaneous costs for news ads and facility maintenance and repair expenses have also increased our budget to 11% of budget.

Due to utility cost increases Matthew 25 must now anticipate this expense as our highest expense at 38% of our costs, Matthew 25 executed a two-year lease with no increase in rent resulting in this stabilizing at 32% of our costs. Matthew 25 strives to maintain a near zero balance budget and the Board approved a Mid-Year Budget Adjustment so as not to draw monies from our investment accounts yet the final quarter ending June 30 shows a remaining balance of \$10,600. A July Board meeting shall make a determination on the proper use of these funds.

Matthew 25's assets include investment accounts for financial long-term needs and reserves for unforeseen catastrophes. Our investments accounts continue on a steady incline and surpassed our 2022 loss of 17% to a current gain of 25% since Dec 30, 2022.

Appendix A provides our current Adjusted Budget/Actuals for to-date income and expenses.

Appendix A-1 provides our detailed financial balance sheet for to-date Actuals to Budget with Net, plus investment gain/loss.

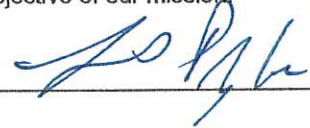
Appendix B provides our Profit/Loss, including investment income, of July 2023 - June 2024.

Scope of Work/CommunityBenefit Performance

Matthew 25 continues to see an increase in the numbers of individuals we distribute food to weekly. This year saw a 39% increase in our participants over last year, of which a significant increase of 52% was in our Senior population. As cost of living continues to increase, Seniors account for our highest percentage of food insecure and account for 45% of those who participate in our services.

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

Matthew 25 strives to meet the needs of food insecure in our community while always remaining diligent in best practices and not burdening the limited resources in our community. A continuous objective is to obtain new grants and funding sources, as we did this year by obtaining a grant from Walmart, then putting those dollars toward meeting the objective of our mission.

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

DATED: 7/1/2024

APPENDIX A

Matthew 25 FY2023/2024 Adjusted Budget (Board approved 2/15/2024)

				Adjusted		Beginning	
				2023/2024		FY2022/2023	
2023/2024		2023/2024	current % of budget	+ / -		2023/2024	2022/2023
Actuals	Monthly Avg	Current Year Adjusted Budget		Adjusted Amount	Beginning Budget	Previous Year Budget	
Revenue							
Contributions	\$21,860.14	\$1,821.68	121%	\$18,000	\$0	\$18,000.00	\$22,800.00
Grant Income	\$11,255.00	\$1,965.00	150%	\$7,500	\$0	\$7,500.00	\$7,500.00
Bullock's Receipts	\$744.01	\$62.00	74%	\$1,000	\$0	\$1,000.00	\$800.00
Reimbursements	\$200.20	\$16.68			\$0		
Miscellaneous	\$120.00	\$10.00			\$0		\$400.00
Rev Total	\$34,179.35	\$3,875.36		\$26,500	\$0	\$26,500.00	\$31,500.00
Expense							
Food	\$1,447.73	\$120.64	48%	\$3,000	-\$4,500 [1]	\$7,500.00	\$16,200.00
Rent	\$7,200.00	\$600.00	86%	\$8,400	\$0	\$8,400.00	\$8,400.00
Utilities	\$10,354.19	\$862.85	104%	\$10,000	\$3,000 [2]	\$7,000.00	\$6,200.00
Insurance	\$1,454.00	\$121.17	97%	\$1,500	\$0	\$1,500.00	\$1,400.00
Professional Services (Pest cntrl, cleaners, facilities, ads)	\$2,653.65	\$221.14	88%	\$3,000	\$2,400 [3]	\$600.00	\$500.00
Miscellaneous	\$227.73	\$18.98	114%	\$200	-\$500 [4]	\$700.00	\$150.00
Reimbursements	\$200.00	\$1,961.46					
	\$23,537.30	\$1,961.44		\$26,100	\$400 [5]	\$25,700.00	\$32,850.00
xfer to Invest	\$0.00						
Expense Total	\$23,537.30			\$26,100	\$400	\$25,700.00	\$32,850.00
Net Income	\$10,642.05			\$400	-\$400	\$800.00	-\$1,350.00

NOTES:

- 1 Spending on food has decreased due to RRFB increased deliveries as our household numbers go up
- 2 Utilities are costing more so increasing this makes sense
Professional Services increased due to the following:
- 3 HVAC issues (\$303 HVAC + \$1,542 HVAC = \$1,845) and \$300 Tax Prep
- 4 Miscellaneous costs are always lower than budgeted
- 5 Net Result

APPENDIX A-1

Matthew 25 Food Pantry 2023-2024 Detailed Balance Sheet

Matthew 25 Food Pantry 2023-2024 Detailed Balance Sheet													2023/2024	2023/2024	2023/2024		2022	
	July 23	Aug 23	Sept 23	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	March 24	April 24	May 24	June 24	current Actuals % of budget	Actuals	Monthly Avg	Current Year Adjusted (mid Year) Budget	% of TOTAL	Previous Year Actuals
Revenue																		
Contributions	\$875.00	\$1,349.00	\$2,006.00	\$1,575.00	\$2,703.00	\$3,327.00	\$1,390.00	\$1,190.00	\$1,040.00	\$4,790.14	\$745.00	\$870.00	121%	\$21,860.14	\$1,821.68	\$18,000.00	64%	\$13,358.00
Grant Income				\$1,250.00			\$1,250.00	\$5.00	\$2,500.00	\$5,750.00	\$500.00		150%	\$11,255.00	\$1,965.00	\$7,500.00	33%	\$5,036.64
Bullock's Receipts			\$198.97				\$120.11		\$290.31	\$134.62			74%	\$744.01	\$62.00	\$1,000.00	2%	\$837.76
Reimbursements			\$0.20	\$200.00										\$200.20	\$16.68			\$0.00
Miscellaneous				\$120.00										\$120.00	\$10.00			\$0.00
Rev Total	\$875.00	\$1,349.00	\$2,205.17	\$3,145.00	\$2,703.00	\$3,327.00	\$2,760.11	\$1,195.00	\$3,830.31	\$10,674.76	\$1,245.00	\$870.00		\$34,179.35	\$3,875.36	\$26,500.00		\$19,232.40
Expense																		
Food		\$192.65		\$181.53	134.48	\$439.92	\$304.00		\$11.25	\$75.00	\$108.90		48%	\$1,447.73	\$120.64	\$3,000.00	11%	\$3,816.47
Rent	\$1,200.00		\$600.00	\$600.00		\$1,200.00	\$1,200.00		\$600.00	\$600.00	\$600.00	\$600.00	86%	\$7,200.00	\$600.00	\$8,400.00	32%	\$8,400.00
Utilities	\$881.01	\$1,432.70	\$1,734.36	\$804.45	\$859.05	\$690.56	\$472.73	\$633.02	\$596.26	\$639.01	\$705.31	\$905.73	104%	\$10,354.19	\$862.85	\$10,000.00	38%	\$7,183.53
Insurance	\$1,454.00												97%	\$1,454.00	\$121.17	\$1,500.00	6%	\$1,235.00
Professional Services (Pest cntrl, cleaners, Accounting, Legal, Ads,	\$405.15	\$333.45		\$1,542.92	39.06	\$254.95	\$39.06			\$39.06			88%	\$2,653.65	\$221.14	\$3,000.00	11%	\$117.18
Miscellaneous								\$110.54	\$117.19				114%	\$227.73	\$18.98	\$200.00	1%	\$317.34
Reimbursements			\$0.20	\$200.00										\$200.20				
xfer to Invest														\$23,537.50	\$1,961.46	\$26,100.00		\$21,069.52
														\$0.00				
Expense Total	\$3,940.16	\$1,958.80	\$2,334.56	\$3,328.90	\$1,032.59	\$2,585.43	\$2,015.79	\$633.02	\$1,318.05	\$1,470.26	\$1,414.21	\$1,505.73		\$23,537.50		\$26,100.00		\$21,069.52
Net Income	-\$3,065.16	-\$609.80	-\$129.39	-\$183.90	\$1,670.41	\$741.57	\$744.32	\$561.98	\$2,512.26	\$9,204.50	-\$169.21	-\$635.73		\$10,641.85		\$400.00		-\$1,837.12
rev Month Balance	\$16,317.76	\$13,252.60	\$12,642.80	\$12,513.41	\$12,329.51	\$13,999.92	\$14,741.49	\$15,485.81	\$16,047.79	\$18,560.05	\$27,764.55	\$27,595.34						
Grand Total	\$13,252.60	\$12,642.80	\$12,513.41	\$12,329.51	\$13,999.92	\$14,741.49	\$15,485.81	\$16,047.79	\$18,560.05	\$27,764.55	\$27,595.34	\$26,959.61						
Investment Income (Edward Jones)						July - Dec 2023			Jan-March 2024			April-June 2024						
#829						\$10,642.05			\$10,487.12			\$3,088.37						
#698						\$462.46			\$225.40			\$264.72						
#797						\$4,554.17			\$3,684.31			\$244.04						
#803						\$3,771.94			\$4,956.99			\$2,105.51						
						\$19,430.62			\$19,353.82			\$5,702.64						

APPENDIX B**Matthew 25 Food Pantry Profit & Loss**

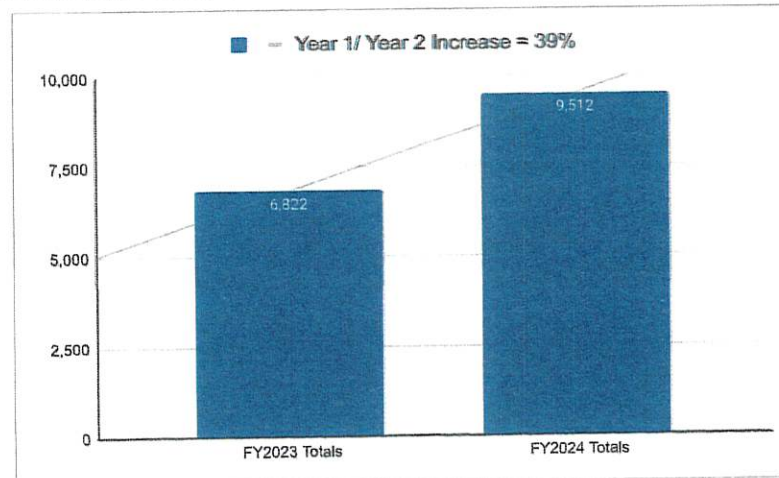
	July - June(Q4)	
Income		
Contributions	\$21,860.14	
Grant Income	\$11,255.00	
B2B Support	\$744.01	
Misc	\$120.00	
Business Operations Income Total		\$33,979.15
Investment Income	\$44,487.08	
Investment Income Total		\$44,607.08
TOTAL INCOME		\$78,466.23
Expenses		
Business Operating: Rent, Insurance	\$8,654.00	
Utilities	\$10,354.19	
Professional Services: (Pest cntrl, cleaners, Accounting, Legal, Ads, Facilities-HVAC/Locks)	\$2,653.65	
Food	\$1,447.73	
Misc	\$227.73	
Business Operations Expense Total		\$23,337.30
Transfers out	0	
Investment Loss	0	
Investment Income Loss Total		0
TOTAL EXPENSE/LOSS		\$23,337.30
NET		\$55,128.93

APPENDIX C

FY 2023 and 2024 (2 Year)

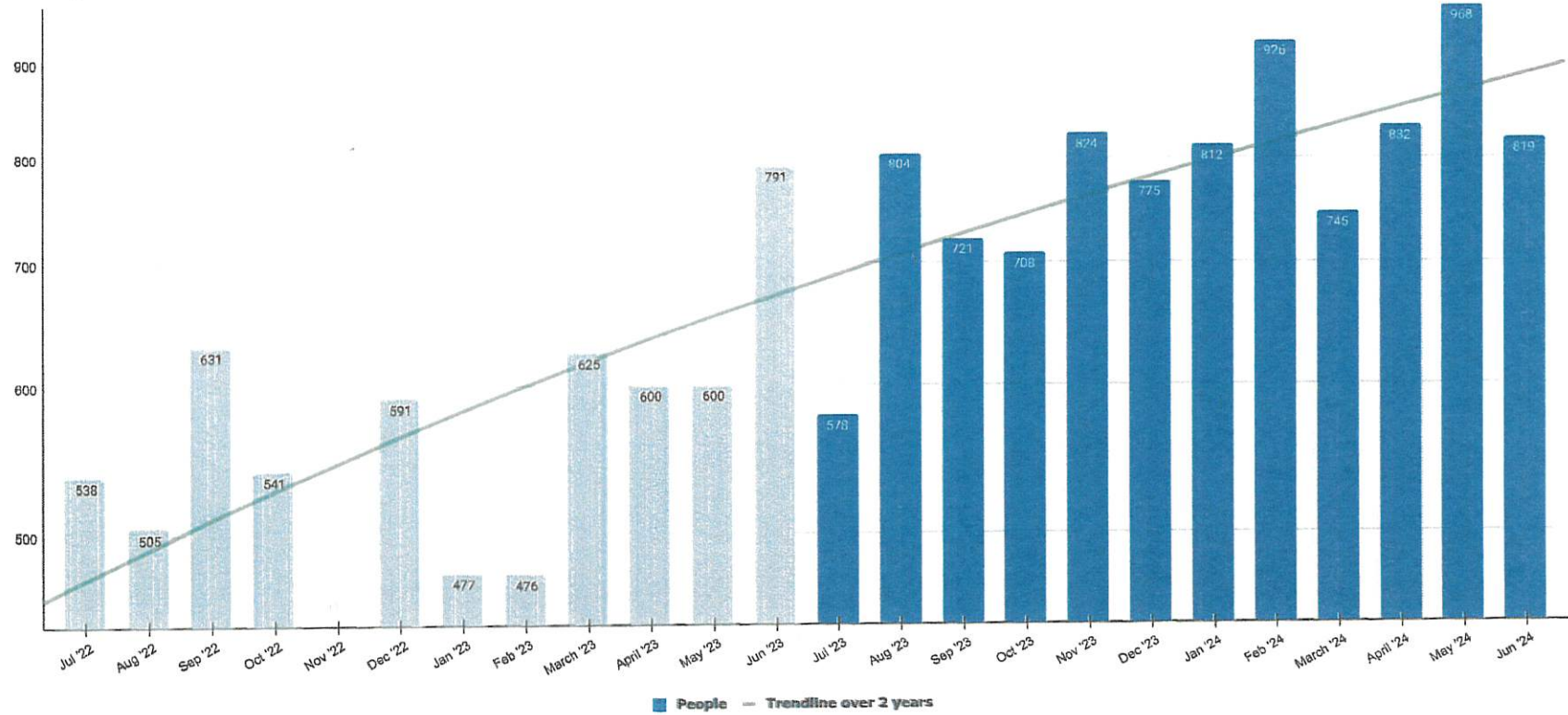
Matthew 25 Household participation statistics

Matthew 25 Participant Household Summary					Matthew 25 Participant Household Detailed Breakdown											
Fiscal Year July - June					Actual	% of total	Actual	% of total	Actual	% of total	Actual	% of total				
		People	% increase/decrease annual	% increase/decrease monthly	Households	Seniors		Adults		Children under 5		Children 5-18		Avg People		Avg Households
FY 23	Jul '22	538		-	260	229	42.6%	171	31.8%	26	4.8%	112	20.8%	Qtr 1	Annual	Annual
FY 23	Aug '22	505		-6.1%	236	189	37.4%	177	35.0%	29	5.7%	110	21.8%			
FY 23	Sep '22	631		25.0%	301	236	37.4%	228	36.1%	50	7.9%	117	18.5%	558		
FY 23	Oct '22	541		-14.3%	277	239	44.2%	188	34.8%	23	4.3%	91	16.8%	Qtr 2		
FY 23	Nov '22	447		-17.4%	229	204	45.6%	155	34.7%	21	4.7%	67	15.0%		526	
FY 23	Dec '22	591		32.2%	294	242	40.9%	212	35.9%	28	4.7%	109	18.4%	Qtr 3		
FY 23	Jan '23	477		-19.3%	240	192	40.3%	169	35.4%	22	4.6%	94	19.7%			
FY 23	Feb '23	476		-0.2%	238	196	41.2%	172	36.1%	24	5.0%	84	17.6%	526		
FY 23	March '23	625		31.3%	338	262	41.9%	259	41.4%	16	2.6%	88	14.1%		Qtr 4	
FY 23	April '23	600		-4.0%	308	231	38.5%	239	39.8%	31	5.2%	99	16.5%	Qtr 4		
FY 23	May '23	600		0.0%	315	245	40.8%	243	40.5%	22	3.7%	90	15.0%			
FY 23	Jun '23	791		31.8%	405	305	38.6%	305	38.6%	38	4.8%	143	18.1%	664		
FY 24	Jul '23	578	7.4%	-26.9%	297	276	47.8%	181	31.3%	42	7.3%	79	13.7%	Qtr 1	Annual	
FY 24	Aug '23	804	59.2%	39.1%	415	359	44.7%	277	34.5%	51	6.3%	117	14.6%			
FY 24	Sep '23	721	14.3%	-10.3%	367	332	46.0%	245	34.0%	31	4.3%	113	15.7%	701		
FY 24	Oct '23	708	30.9%	-1.8%	357	306	43.2%	242	34.2%	41	5.8%	119	16.8%	Qtr 2		
FY 24	Nov '23	824	84.3%	16.4%	410	342	41.5%	293	35.6%	37	4.5%	152	18.4%		769	
FY 24	Dec '23	775	31.1%	-5.9%	393	331	42.7%	273	35.2%	36	4.6%	135	17.4%	Qtr 3		
FY 24	Jan '24	812	70.2%	4.8%	418	343	42.2%	286	35.2%	36	4.4%	147	18.1%			
FY 24	Feb '24	926	94.5%	14.0%	483	392	42.3%	338	36.5%	31	3.3%	165	17.8%	828		
FY 24	March '24	745	19.2%	-19.5%	387	333	44.7%	252	33.8%	23	3.1%	137	18.4%		Qtr 3	
FY 24	April '24	832	38.7%	11.7%	418	360	43.3%	276	33.2%	29	3.5%	167	20.1%	Qtr 3		
FY 24	May '24	968	61.3%	16.3%	504	450	46.5%	342	35.3%	44	4.5%	132	13.6%			
FY 24	Jun '24	819	3.5%	-15.4%	419	389	47.5%	260	31.7%	32	3.9%	138	16.8%	873		
FY2023 Totals		6,822			3,441	2,770		2,518		330		1,204				
FY2024 Totals		9,512	39.4%		4,868	4,213		3,265		433		1,601				



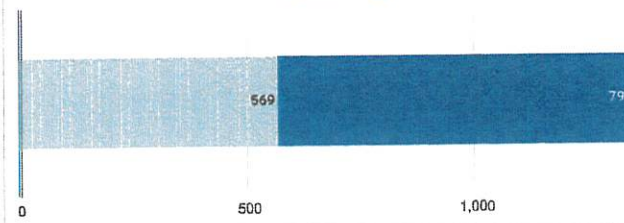
APPENDIX D

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



Average

Year 1 Year 2



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

RECEIVED JUN 06 2024

TD

SUBRECIPIENT GRANT
FY 2023/2024
4th QUARTER INVOICE

Date of Invoice: 6/06/2024

Invoice Amount: \$8,750.00

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

Allocation Amount: \$35,000.00

Quarter Draw: \$8,750.00

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

Thank you,



Lisa L. Mattingly
Finance Director
575-894-6641

SUBRECIPIENT QUARTERLY REPORT
FY: 2023/2024

RECEIVED JUN 06 2024

Ta

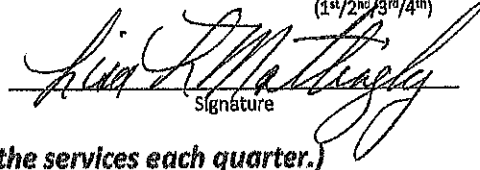
ORGANIZATION: Sierra Joint Office on Aging

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

ALLOCATION: \$35,000.00 \$ 8,750.00
(FY Allotment) (Quarterly Draw)

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

SUBMITTED BY: Lisa L. Mattingly
Print Name


Signature

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

We provided the following services in the current quarter through 5/31/2024:

- 5,333 Congregate meals in the dining room.
- 6,866 Meals delivered to Homebound seniors
- 1,892 Transportation both locally and a daily Las Cruces run for Dr. appointments.
- 204 rides for Assisted Transportation
- 1,223.5 hrs. Homemaking services provided
- 219.25 hours provided for Respite.

We are still working to acquire a new wheelchair van with a higher lift capacity; another home delivered meal vehicle and replacing compressor units for our walk-in refrigerator/freezers to be purchased through capital outlay funds. We would like to thank the City Manager and Assistant City Manager for all their help making these capital outlay projects a success.

RECEIVED JUN 04 2024

TB

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

SUBRECIPIENT GRANT

FY 2023/2024

4th 3rd QUARTER INVOICE
TB

Date of Invoice: 6/4/2024

Invoice Amount: \$1,250

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

Allocation Amount: \$5,000

Quarter Draw: \$1,250

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

Thank you,



Charis Baxter
505-446-0030

RECEIVED JUN 04 2024

FY: 23/24

SUB-RECIPIENT QUARTERLY REPORT

ORGANIZATION: The Club

ALLOCATION: \$5,000.00

(FY Allotment, Not Qtr. Draw)

QUARTER: 4th

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

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

The Club provided free Dinners to all youth who attended our programming. We provided transportation to and from the schools as well as sports and club practices and meetings. We were open 12-6 mon-fri during the holiday break and open from 3pm-6pm Mon-Fri during the school year.

We taught healthy cooking and a variety of STEAM activities.

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

The Club served a total of 24 registered youth during this quarter. We have provided tutoring activities with a focus on literacy and math. We have also incorporated literacy and math enrichment into our Guided Recreation activities. For youth who attend programming we have seen a grade increase of 38 % in reading/english and 54% grade increase in math from Qtr 1 to Qtr 4. We have started a entrepreneurs class with a cash stipend for youth who complete the course. We are also holding a neuroscience class called project brainy in partnership with the Institute for the Study of Resilience in Youth.

SUBMITTED BY:

Charis Baxter

TYPED NAME

SIGNATURE

DATED: 06/04/24

Rev. 5/2013

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

SUBRECIPIENT GRANT
FY 2023/2024
4th QUARTER INVOICE

Date of Invoice: 07/15/2024

Invoice Amount: \$0.00 (due to missing deadline for submission
requirement)

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

Allocation Amount: \$5,000.00

Quarter Draw: \$0.00 YTD draw: \$2500.00 Remaining: \$1250.00

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

Thank you,

Merry Jo Fahl, Secretary-Treasurer
Phone No. 575-740-7723

SUB-RECIPIENT QUARTERLY REPORT

FY: 2023/2024

ORGANIZATION: SCHS for Geronimo Springs Museum

ALLOCATION: \$5,000.00

QUARTER: 4th

(FY Allotment, Not Qtr. Draw)

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

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

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

Quarter 4 copies of our billing is not enclosed because we missed the deadline for submission

SUBMITTED BY: Merry Jo Fahl, Secretary-Treasurer /

Merry Jo Fahl

TYPED NAME

SIGNATURE

DATED: 07/15/24

Rev. 5/2013

Geronimo Trail Scenic Byway, Inc.

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

TB

INVOICE *subrecipient grant*

Date 05/03/2024

To City of Truth or Consequences

For Operating expenses ~~April 2024~~

Telephone/Internet \$ 230.82

Visitor Center Supplies \$ 26.14

Cloud Storage for Security Cameras \$ 86.54

Website Maintenance/Hosting \$ 140.37

Postage \$ 13.84

Total \$ 497.71

Amount due ~~\$ 466.67~~ per contract

Thank you



Geronimo Trail Scenic Byway, Inc.

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

INVOICE subrecipient grant

Date 06/03/2024

To City of Truth or Consequences

For Operating expenses May 2024

Telephone/Internet \$ 212.50

Postage \$.87

Total \$ 213.37

Amount due \$ 213.37 per contract

Thank you

J. F. Kelly

Geronimo Trail Scenic Byway, Inc.

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

INVOICE *subrecipient grant*

Date 06/06/2024

To City of Truth or Consequences

For Operating expenses June 2024

Telephone/Internet \$ 212.50

Office Supplies \$ 40.14

Visitor Center Supplies \$ 1.20

Total \$ 253.84

Amount due ^{63 Tr} \$ 466.67 per contract

Thank you

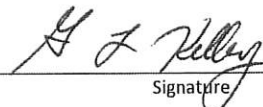


SUBRECIPIENT QUARTERLY REPORT

FY: 2023/2024

ORGANIZATION: Geronimo Trail Scenic Byway (Report is due by the 15th of the month following the QTR.)

ALLOCATION: \$5600 \$1399.97 **QUARTER:** 4th
(FY Allotment) (Quarterly Draw) (1st/2nd/3rd/4th)

SUBMITTED BY: Gina Kelley 
Print Name Signature

The Geronimo Trail Visitor Center is open 6 days a week. Our foot traffic has picked back up in 2024 after our move to 523 Broadway, but in May we saw a drop due to the Eddington filming downtown.

In the 4th quarter we had over 1000 interactions with visitors – this includes walk-in visitors, email responses for information and telephone calls. We responded to inquiries requesting info on our hot springs, restaurants, galleries, shopping, events and attractions. The response rate to our emails was outstanding – the open rate on our emails is almost 110% (it is higher than 100% because people keep going back to reopen the emails to get more info).

On behalf of the Sierra County Recreation & Tourism Advisory Board we shipped out 8000 brochures to visitor centers statewide and to El Paso. This cost was reimbursed by SCRTAB through their contract with the City of T or C.

In the third quarter our 4 volunteers contributed 380 hours. Our volunteer Director and members of the Board have contributed another 65 hours. The total of 445 volunteer hours are valued at almost \$11,993 (\$26.95/hr per the IRS valued volunteer time in New Mexico).

Spaceport tours continue to use our Visitor Center as a pickup/dropoff location.

Total Expenses for the Period:

Telephone/Internet:	\$ 655.82
Website maintenance/hosting:	\$ 140.37
Cloud Storage for security cameras:	\$ 86.54
Visitor Center supplies:	\$ 27.34
Office Supplies:	\$ 40.14
<u>Postage:</u>	<u>\$ 23.71</u>
Total:	\$ 973.92

Total operating expenses for FY24 were \$6336.77. Donations from the public and sales of souvenir merchandise have enabled us to cover the costs that exceed the \$736.77 that we received from our subrecipient grant.

MainStreet Truth or Consequences

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

575-740-6180

TM

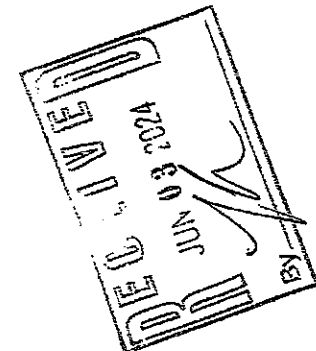
Bill To: **City of Truth or Consequences**
Address: **505 Sims**
Truth or Consequences, NM
87901
87901

Invoice #: **2307**
Invoice Date: **6/3/2024**
Contact: **Becca Eza**

Date	Item #	Description	Qty	Unit Price	Discount	Total
6/3/2024		City Contribution (April-June)	1	\$11,250.00		\$11,250.00
Invoice Subtotal						\$11,250.00
Tax Rate						0.0%
Sales Tax						\$0.00

MAKE ALL CHECKS PAYABLE TO MAINSTREET TRUTH OR CONSEQUENCES.

Deposit Received
Total \$11,250.00



SUBRECIPIENT QUARTERLY REPORT FY: 2023/2024

ORGANIZATION: MainStreet Truth or Consequences

ALLOCATION: \$45,000 (yearly) \$11,250 (quarterly draw)

SUBMITTED BY: Becca Eza

6/3/2024

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

This has been another busy quarter for MainStreet T or C.

We have completed our LEADS grant-funded project, providing 18 free e-commerce workshops to local business owners, over 20 1:1 training sessions on e-commerce, and 7 businesses received a \$500 consultation with a local web designer or graphic designer for help with business needs.

We have applied for two grants. We were awarded a grant from the New Mexico Resiliency Alliance, for \$5,000, to put on a "Shark Tank"-like program called Show of Hands, in which local entrepreneurs will present a business plan in a public event, and the public will vote on the best plan(s) to receive funding. We are awaiting word on the second grant for which we applied (in collaboration with the City of T or C), the Clean and Beautiful Grant.

We have had a successful and well-attended Secod Saturday Art Hop each month.

We assisted with the organization and promotion of Fiesta, and led the Wash-up/Debrief meeting to begin planning for an even bigger and better Fiesta 2025, the 75th anniversary of the town's name change. We plan to take a larger role in the planning of Fiesta 2025, beginning with hiring a Fiesta Coordinator (through funding provided to us as a City Subrecipient) who will help with organizational aspects of Fiesta and hopefully will begin work in July.

We continue to provide the City Council a monthly "At A Glance" document with updates on our projects and events, and we attend a City Council meeting once a month to provide verbal updates in the Public Comment portion of the meeting. In one of April's Commission meetings we provided a more in-depth presentation of MainStreet's activities and accomplishments over the past year.

We have re-established MainStreet quarterly business breakfasts, a former tradition that stopped during COVID. These breakfasts are open to all Sierra County business owners and operators, as well as anyone involved in business or city administration. We held our first breakfast in April with 17 attendees, and our next is scheduled for July 11. This is a time for local business owners to socialize, network, and listen to a guest speaker.

We moved out of our old office at 410 Main Ave, put most of our things into storage, and shared office space with the Chamber of Commerce for two months. We have now moved into our new office space at 308 S. Pershing, the Studio de la Luz building.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: E.6

SUBJECT: Take Home Vehicle Form
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 18, 2024
SUBMITTED BY: Angela A. Torres
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle request is for Conrad Jacquez in the Police Department. His commute is 65 miles.

Recommendation:

Approve take home vehicle form.

Attachments:

- -

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-24-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: F.1

SUBJECT: Resolution No. 08 24/25 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: July 16, 2024

SUBMITTED BY: Kerin Salcedo, Interim Finance Director

WHO WILL PRESENT THE ITEM: City Manager, Angela Gonzales

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. 08 24/25 Final Budget Adjustment Requests for Fiscal Year 2023-2024

Attachments:

Resolution No 08 24/25

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 7-24-24



RESOLUTION NO. 08 24/25

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 **24th day of July, 2024**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2024-25 7/24/2024
DFA Resolution Number: 8 24/25
BAR NUMBER 1

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	294	294-5003-44613	Non Capital Items	Expense	\$ 1,000.00	\$ 180		\$ 1,180	Cover FY24 Expenses
1	294	294-5003-37371	Contributions/Donations	Revenue	\$ 4,500.00	\$ 255		\$ 4,755	Cover FY24 Expenses
2	280	280-2803-43999	Operating Costs	Expense	\$ 1,500.00	\$ 410		\$ 1,910	Cover FY24 Expenses
2	280	280-2803-30314	Gross Receipts CAN	Revenue	\$ 65,000.00	\$ 5,530		\$ 70,530	Cover FY24 Expenses
3	509	509-4403-43465	Rent of Equipment	Expense	\$ -	\$ 18,890		\$ 18,890	Cover FY24 Expenses
3	509	509-4403-34375	Rent/Royalties	Revenue	\$ 2,000.00	\$ 16,834		\$ 18,834	Cover FY24 Expenses
3	509	509-4403-34411	T Hangar Rent	Revenue	\$ 9,400.00	\$ 2,056		\$ 11,456	Cover FY24 Expenses
								\$ -	
								\$ -	

ATTEST: Angela Torres, Clerk-Treasurer (Date) Rolf Hechler, Mayor (Date)



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: F.2

SUBJECT: Approval of Resolution 09 24/25 Approval of 2023-24 4th Quarter Financial Reports
DEPARTMENT: Finance
DATE SUBMITTED: July 16, 2024
SUBMITTED BY: Kerin Salcedo, Interim Finance Director
WHO WILL PRESENT THE ITEM: Angela Gonzales, City Manager

Summary/Background:

Approval of the final 2023-24 4th Quarter Financial Reports

Recommendation:

Staff recommends approval

Attachments:

- Resolution 09 24/25
- 2023-24 4th Quarter Cash Report, Revenue Report, Expenditure Report, and Transfer Report

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): Choose an item.

-

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 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 7-24-2024



City of Truth or Consequences, NM

RESOLUTION NO. 09 24/25

**A RESOLUTION ADOPTING THE FOURTH QUARTER FINANCIAL REPORT
ENDING JUNE 30, 2024**

WHEREAS, the City Commission of the City of Truth or Consequences, New Mexico, has developed a budget for Fiscal Year 2023-2024; and

WHEREAS, the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the FY 2023-2024 budget; and

WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for the fiscal year 2023-2024

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO hereby approves the final quarterly report for the fiscal year 2023-2024 hereinafter described as Attachment "A" and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk-Treasurer



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: F.3

SUBJECT: Approval of Resolution 10 24/25 to Approval of the 2024-2025 Final Budget

DEPARTMENT: Finance

DATE SUBMITTED: July 16, 2024

SUBMITTED BY: Kerin Salcedo, Interim Finance Director

WHO WILL PRESENT THE ITEM: Angela Gonzales, City Manager

Summary/Background:

Approval of the 2024-2025 Final Budget

Recommendation:

Staff recommends approval

Attachments:

- Resolution 10 24/25 Approval of the 2024-2025 Final Budget
- City of Truth or Consequences Final Budget for 2024-2025
- -

Fiscal Impact (Finance): Yes

-

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 7-24-24



City of Truth or Consequences, NM

RESOLUTION NO. 10 24/25

A RESOLUTION ADOPTING THE FINAL FISCAL YEAR 2024-2025 BUDGET.

WHEREAS, the City Commission of the City of Truth or Consequences, New Mexico, has developed a budget for Fiscal Year 2024-2025; and

WHEREAS, said budget was developed on the basis of need and through cooperation between Elected officials, City Manager and staff: and

WHEREAS, the official meeting for the review of the budget was duly advertised in compliance with the State Open Meetings Act; and

WHEREAS, it is the majority opinion of this Commission that the proposed budget meets the requirements as currently determined for the Fiscal Year 2024-2025.

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

1. The accompanying budget will be the approved Final Budget for the Fiscal Year 2024-2025 for the City of Truth or Consequences and respectfully requests approval by the Local Government Division of the New Mexico Department of Finance and Administration.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: F.4

SUBJECT: Discussion/Action: Amendment to Resolution No. 03 22/23 Animal Shelter Fees

DEPARTMENT: Animal Shelter

DATE SUBMITTED: July 18, 2024

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Service Director, and Tara Manning, Animal Shelter Supervisor

Summary/Background:

The Animal Shelter Fees are set forth in Exhibit A. This amendment is to change the classification of animals under Other Fees on Exhibit A.

Recommendation:

Approve Amendment to resolution

Attachments:

- Resolution No. 03 22-23 Exhibit A
- Amended Exhibit A

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-24-24



CITY OF TRUTH OR CONSEQUENCES

RESOLUTION NO. 03 22/23

A RESOLUTION AMENDING FEES FOR THE ANIMAL SHELTER

WHEREAS, The City of Truth or Consequences owns and operates the Truth or Consequences Animal Shelter and is responsible for establishing fees and other charges; and

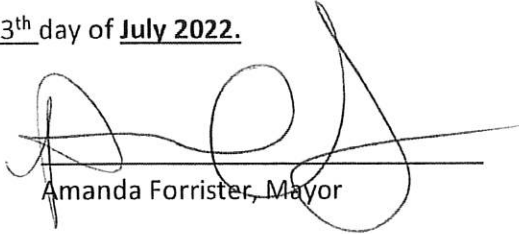
WHEREAS, The City staff has reviewed rates charged by other area Animal Shelters and determined the proposed fee set forth on Exhibit A are reasonable to other shelter fees.

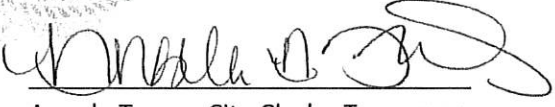
NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Truth or Consequences:

1. The Animal Shelter Fees as set forth in Exhibit 'A', attached hereto and incorporated herein by this reference, will be effective immediately upon adoption.
2. The City Commission may review the fees set forth in Exhibit A annually.
3. The City Manager or his/her designee at his/her discretion may waive or reduce fee(s) on existing verbal or written agreements in effect upon adoption of this resolution.

NOW THEREFORE, BE IT FURTHER RESOLVED that this Resolution repeals Resolution No. 47 21/22.

PASSED, APPROVED AND ADOPTED this 13th day of July 2022.


Amanda Forrister, Mayor


Angela Torres, City Clerk - Treasurer

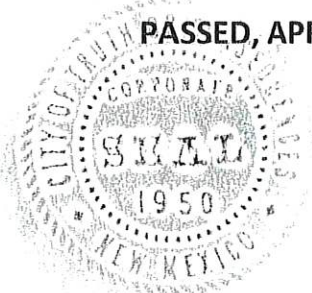


EXHIBIT A
ANIMAL SHELTER FEES

	<u>FEE</u>	<u>DESCRIPTION</u>
<u>ADOPTION FEES</u>		
CANINE UP TO 7 YEARS	\$60.00	All animals are tested, vaccinated and may be sterilized before adoption.
CANINE OVER 7 YEARS	\$35.00	
FELINE UP TO 7 YEARS	\$50.00	
FELINE OVER 7 YEARS	\$25.00	
SMALL ANIMAL	\$10.00	To include chickens, rabbits, rats, birds, etc.
GOATS	\$35.00	All other livestock will be referred to the Livestock Inspector.
NON-STERILIZATION DEPOSIT	\$25.00	Will be refunded upon proof of sterilization within 30 days. Sterilization agreement must be executed or breeder permit obtained (may be subject to age/weight requirements)
ADPOTION PRICES CAN CHANGE FOR A SPECIAL ADOPTION EVENT		
<u>IMPOUND FEES</u>		
IMPOUND FEE	\$30.00	1st offense, then impound fee will increase by an additional \$10.00 every time the animal is impounded for (1) calendar year.
IMPOUND BOARDING FEE	\$15.00	Per day on all animals impounded.
NON-STERILIZATION DEPOSIT	\$25.00	Will be refunded upon proof of sterilization within (30) days. Sterilization agreement must be executed or breeder permit obtained (may be subject to age/weight reuirements).
OWNER SHALL BEAR THE COST OF ANY EXPENDITURES WHILE ANIMAL IS CONFIEND (INCLUDING VETERINARY SERVICES).		
<u>OTHER FEES</u>		
COURT BOARDING	\$15.00	Per day: Animals not picked up within 72 hours after court release may become property of the animal shelter.
MANDATORY QUARANTINE	\$10.00	Per day: Animals not picked up within 72 hours after court release may become property of the animal shelter.
SAFEKEEP BOARDING	\$15.00	The Shelter may hold animals up to 72 hours with no charge. After 72 hours a boarding fee may apply.
OWNER SHALL BEAR THE COST OF ANY EXPENDITURES WHILE ANIMAL IS CONFINED (INCLUDING VETERINARY SERVICES).		
<u>MISC. FEES</u>		
MICROCHIP	\$20.00	Owner information must be provided. Proof of animal license may be required.
OWNER SURRENDER	\$30.00	Animal information form preferred to help aide in future adoption.
SMALL ANIMAL OWNER SURRENDER	\$10.00	To include chickens, rabbits, rats, birds, etc.
NMGRT WILL BE ADDED TO ALL FEES EXCEPT OWNER SURRENDER FEES.		

EXHIBIT A
ANIMAL SHELTER FEES

	<u>FEE</u>	<u>DESCRIPTION</u>
<u>ADOPTION FEES</u>		
CANINE UP TO 7 YEARS	\$60.00	All animals are tested, vaccinated and may be sterilized before adoption.
CANINE OVER 7 YEARS	\$35.00	
FELINE UP TO 7 YEARS	\$50.00	
FELINE OVER 7 YEARS	\$25.00	
SMALL ANIMAL	\$10.00	To include chickens, rabbits, rats, birds, etc.
GOATS	\$35.00	All other livestock will be referred to the Livestock Inspector.
NON-STERILIZATION DEPOSIT	\$25.00	Will be refunded upon proof of sterilization within 30 days. Sterilization agreement must be executed or breeder permit obtained (may be subject to age/weight requirements)
ADPOTION PRICES CAN CHANGE FOR A SPECIAL ADOPTION EVENT		
<u>IMPOUND FEES</u>		
IMPOUND FEE	\$30.00	1st offense, then impound fee will increase by an additional \$10.00 every time the animal is impounded for (1) calendar year.
IMPOUND BOARDING FEE	\$15.00	Per day on all animals impounded.
NON-STERILIZATION DEPOSIT	\$25.00	Will be refunded upon proof of sterilization within (30) days. Sterilization agreement must be executed or breeder permit obtained (may be subject to age/weight reuirements).
OWNER SHALL BEAR THE COST OF ANY EXPENDITURES WHILE ANIMAL IS CONFIEND (INCLUDING VETERINARY SERVICES).		
<u>OTHER FEES</u>		
ANIMAL COURT CASE	\$15.00	Per day: Animals not picked up within 72 hours after court release shall become property of the animal shelter.
MANDATORY QUARANTINE (10 DAYS)	\$10.00	Per day: Animals not picked up within 72 hours after court release shall become property of the animal shelter.
INCARCARATION HOLD	\$15.00	The Shelter will hold animals up to five(5) calendar days. After five(5)days the animal may become the property of the shelter. A boarding fee will be applied after 72 hours
MEDICAL HOLD	\$15.00	The Shelter will hold animals up to ten(10) calendar days. After ten(10) days the animal may become the property of the shelter. A boarding fee will be applied after 72 hours
OWNER SHALL BEAR THE COST OF ANY EXPENDITURES WHILE ANIMAL IS CONFINED (INCLUDING VETERINARY SERVICES).		
<u>MISC. FEES</u>		
MICROCHIP	\$20.00	Owner information must be provided. Proof of animal license may be required.
OWNER SURRENDER	\$30.00	Animal information form preferred to help aide in future adoption.
SMALL ANIMAL OWNER SURRENDER	\$10.00	To include chickens, rabbits, rats, birds, etc.
NMGRT WILL BE ADDED TO ALL FEES EXCEPT OWNER SURRENDER FEES.		



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: F.5

SUBJECT: Discussion/Action: Publication of Ordinance 768, amending Sec. 3-98 of the Municipal Code of Ordinances pertaining to safekeeping of animals by the Animal shelter.

DEPARTMENT: Animal Shelter

DATE SUBMITTED: July 18, 2024

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Service Director

Summary/Background:

Change title of Sec. 3-98 Safekeeping of Animals by the Animal Shelter to Animal Owner Hospitalized or Incarcerated. In this amendment, there will no longer be a Safekeep status. Animals will go under a Medical Hold status or Incarceration Hold status.

Recommendation:

Approve publication

Attachments:

- Ordinance 725
- Amendment to Sec. 3-98

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-24-24

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 768

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 3-98 PERTAINING TO ANIMAL OWNERS HOSPITALIZED OR INCARCERATED

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

Section one. That section 3-98 of the Code of Ordinances of the City of Truth or Consequences be amended so that such section shall read as follows:

Sec. 3-98. **Animal owner hospitalized or incarcerated**

Due to unforeseen circumstances, a police officer, animal control officer, or animal owner may require an animal to be placed in the care and custody of the Animal Shelter to ensure that the animal is properly cared for. In situations that the owner of an animal(s) is hospitalized the shelter will put the animal(s) on a **Medical Hold** status and will hold the animal(s) for up to ten (10) days. After the ten (10) days, if there has been no contact with the shelter, the animal(s) shall become the property of the City. After the first 72 hours, a boarding fee will be applied.

In situations that the owner of an animal(s) is incarcerated the shelter will put the animal(s) on an **Incarceration Hold**, the shelter will hold the animal(s) for up to five (5) days. After the five (5) days, if there has been no contact with the shelter the animal(s) shall become the property of the City. After the first 72 hours, a boarding fee will be applied.

If the owner of the animal(s) cannot pick up the animal(s) from the shelter, the owner shall be responsible for contacting a designated person or organization to pick up the animal(s). All contact between owner and shelter will be logged by shelter staff. If no contact has been made by the owner to the shelter after the ten (10) day **Medical Hold** or five (5) day **Incarceration Hold** the animal(s) will become the property of the City. If contact has been made with the shelter, there may be circumstances the shelter can hold the animal(s) for a longer period of time with a boarding fee applied. After the initial holding period has expired and no contact has been made with the shelter, the animal(s) is no longer classified as a Medical Hold or Incarceration Hold and the animal(s) shall be considered abandoned and property of the City. No animal shall be released from the Animal Shelter until all fees are paid in full. Owners who knowingly abandon or fail to arrange for pickup of their animal(s) at the Animal Shelter may be prosecuted under other sections within the Municipal Code.

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

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this ____ day of _____ 2024.

ROLF HECHLER – Mayor

ATTEST:

ANGELA A. TORRES, CMC, City Clerk-Treasurer

Sec. 3-98. Safekeeping of animals by the animal shelter.

Sec. 3-98. Animal owner hospitalized or incarcerated

Under **Due to** unforeseen circumstances, a police officer, animal control officer, or animal owner may require an animal to be placed in the care and custody of the Animal Shelter to ensure that the animal is properly cared for. In these situations, the safekeep of the animal shall only occur for a period of not more than 72 hours at the expense of the owner pursuant to fees established by resolution. In situations that the owner of an animal(s) is hospitalized the shelter will put the animal(s) on a **Medical Hold** status and will hold the animal(s) for up to ten (10) days. After the ten (10) days, if there has been no contact with the shelter, the animal(s) shall become the property of the City. After the first 72 hours, a boarding fee will be applied.

In situations that the owner of an animal(s) is incarcerated the shelter will put the animal(s) on an **Incarceration Hold**, the shelter will hold the animal(s) for up to five (5) days. After the five (5) days, if there has been no contact with the shelter the animal(s) shall become the property of the City. After the first 72 hours, a boarding fee will be applied.

If the owner of the animal(s) cannot pick up the animal(s) from the shelter, the owner shall be responsible for contacting a designated person or organization to pick up the animal(s). ~~from the Animal Shelter and the owner shall provide written authorization to the Animal Shelter as to the responsible person or organization taking custody of the animal.~~ All contact between owner and shelter will be logged by shelter staff. If no contact has been made by the owner to the shelter after the ten (10) day **Medical Hold** or five (5) day **Incarceration Hold** the animal(s) will become the property of the City. If contact has been made with the shelter, there may be circumstances the shelter can hold the animal(s) for a longer period of time with a boarding fee applied. After the initial 72-hour holding period has expired and no contact has been made with the shelter, the animal(s) is no longer classified as a safekeep **Medical Hold** or **Incarceration Hold** and the animal(s) shall be considered abandoned and property of the City. ~~Unless the owner or designated party notifies the City in writing of a date and time the animal will be picked up, not to exceed an additional 72 hours at the owner's expense.~~ No animal shall be released from the Animal Shelter until all fees are paid in full. Owners who knowingly abandon or fail to arrange for pickup of their animal(s) at the Animal Shelter may be prosecuted under other sections within the Municipal Code.

(Ord. No. 725 , 2-9-22)

ORDINANCE NO. 725

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, BE AMENDED BY AMENDING CHAPTER 3 PERTAINING TO ANIMALS:

Chapter 3. ANIMALS shall be amended in its entirety to read as follows:

Chapter 3 - ANIMALS

ARTICLE I. - IN GENERAL

Sec. 3-1. - Short title of chapter.

This chapter shall be known and may be cited as the Truth or Consequences Animal Control Ordinance. It is the intent of the City Commission that enactment of this chapter will protect animals from neglect and abuse, protect residents from annoyance and injury, assist in providing housing for animals in a control center, and finance the functions of the licensing and recovery of such animals.

(Code 1962, § 6-2-1; Ord. No. 384, § 6-2-1, 7-22-91)

Sec. 3-2. - Administration of chapter.

The City Manager is responsible for the administration of this chapter. Reasonable rules and regulations shall be prescribed by the Commission to carry out the intent and purpose of this chapter, pursuant to standards created by this chapter. Powers to enforce the chapter are delegated to the Truth or Consequences Police Department and the Animal Control Officer.

(Code 1962, § 6-2-3; Ord. No. 436, § 1, 5-13-96; Ord. No. 532, § 1, 10-14-03)

Sec. 3-3. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment of animals means to leave any animal unattended and with no provision of food, water or shelter for more than twenty-four (24) hours on one's premises or to dump or leave off any animal on property other than one's own without permission, regardless of age or condition.

Adoption means to take by choice and assume responsibility for proper care in accordance with this Ordinance.

Adequate food means access to and the provision of food that is appropriate to the species and of sufficient quantity and nutritive value to maintain each animal in good health, to include:

1. Easily accessible to each animal
2. Prepared so as to permit ease of consumption for the age, species, condition, size and type of each animal
3. Provided in a clean and sanitary manner
4. Placed so as to minimize contamination by excrement and pests

Adequate living area means adequate space, shade, and shelter ~~for exercise~~ suitable to the age, size, species and breed of animal.

Adequate Shade means provision of and access to either man made or natural shade suitable for species, age, condition, size and type of each animal.

Adequate Shelter means provision of and access to shelter that is suitable for species, age, condition, size and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry.

Adequate space to prevent overcrowding means having sufficient space to allow animals restrained together to be able to move freely, turn around and lie down.

Adequate water means constant access to a supply of unfrozen, potable water, provided in a sanitary manner suitable for species, in sufficient amounts to maintain good health.

Animal means any vertebrate member of the animal kingdom, excluding the human species, including but not limited to wild animals, domesticated animals, and livestock.

Animal Shelter or Shelter means any pound, lot, premises, and/or building maintained by the City for the care and custody of animals. This shall include any private shelter contracted or recognized by the City for the purpose of maintaining care and custody of animals.

Animal Control Officer means any person designated by the Police Chief to enforce animal control laws, orders, ordinances and regulations.

Animal fighting paraphernalia means equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to:

1. instruments designed to be attached to the leg of a bird, such as a boxing gloves, knife, gaff, or other sharp instrument,
2. items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives.

Auction means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

Bait animal means any animal used to train and/or condition other animals to fight and are exposed to attack by other animals used or trained to be used in fighting or to make the attacking animal more confident and aggressive.

Bite means any puncture, tear, scratch or wound of the skin inflicted by the teeth of an animal.

Breeder means any person involved in the controlled breeding of animals. Breeders are subject to City of Truth or Consequences Kennel Permit requirements.

Canine Hybrid means any offspring which results from the breeding of a domestic species or breed of canine with any wild species or breed of canine, such as wolf or coyote. Any animal which at any time has been or is advertised, or otherwise described or represented as a canine hybrid, wolf-dog, or wolf hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a canine hybrid for the purpose of this chapter. An animal shall not be classified to be a canine hybrid based strictly on its appearance.

Care means responsibility for or attention to health, well-being, and safety.

Collar means a strap made of leather or other strong material or a harness that is worn around the neck/torso of an animal to which a current rabies vaccination and city animal registration tag can be affixed.

Confined or Confinement means restriction of an animal at all times by an owner or keeper in an escape proof building or other enclosure away from other animals and the public.

Continually means a duration that continues over a long period of time but with intervals and interruptions.

Emergency measures means any action taken by animal control or its designated agents to preserve the health and life of an animal or human being, including but not limited to entering vehicles or premises, with probable cause and/or exigent circumstance, and impounding an animal to prevent present or imminent suffering to the animal, a human being, or another animal.

Enclosed lot means parcel of land or portion thereof in private ownership around the perimeter of which a wall or fence has been erected.

Enclosure means an area completely surrounded by a wall, fence, or animal pen of sufficient height and strength to contain the animal(s) within.

Establishment means a place of business together with its grounds and equipment.

Estray or Stray means any animal found running at large or unattended beyond the boundaries of the premises of the owner.

Feline Hybrid means any offspring which results from the breeding of a domestic species or breed of feline with any wild species or breed of feline, such as an African Serval cat. Any animal which at any time has been or is advertised, or otherwise described or represented as a feline hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a feline hybrid for the purpose of this chapter. An animal shall not be classified to be a feline hybrid based strictly on its appearance.

Feral Animal means an individual animal of a domesticated species that is not behaviorally compatible with humans, and is therefore not suitable to serve as a pet, companion animal, or work animal. Any feral animal that by physical aspect and behavior are deemed to be un-owned and have been trapped for the purpose of improving public health and limiting reproduction.

Grooming parlor means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetological services for profit.

Heat, Estrus or Season means a regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

Immediate control means direct physical control over an animal by the owner/responsible party by use of:

1. A secure collar or harness and leash for a dog; or
2. A secure leash in conjunction with a properly fitting harness for a cat or ferret; or
3. A secure and appropriate portable animal crate or cage for any animal.

Household means one or more persons occupying the premises and living as a single housekeeping unit as distinguished from a group occupying a boarding house, lodging house or hotel.

Kennel area means a secure space within which an animal is housed that is of sufficient height and strength to contain the animal within and provide sufficient room for the animal to comfortably move around within the structure.

Kennel, commercial means any premises on which a total of five or more dogs or cats, in any combination thereof, four months of age or older are kept; and/or where the business of buying, selling, breeding, training or boarding of dogs and/or cats is conducted.

Licensed veterinarian means a person with a Doctor of Veterinary Medicine degree, licensed to practice in the State of New Mexico.

Livestock means horses, cattle, pigs, sheep, goats, fowl, or any other domestic animals typically used in the production of food, fiber, or other products or activities defined by the city manager as agricultural.

Owner/responsible party means a person 18 years of age or older or the parent or guardian of a person under 18 years of age who owns, harbors, keeps an animal, has one in his/her care, or permits an animal to remain on or about the premises owned or controlled by him/her.

Pet means any domesticated animal kept as a companion animal, and not intended to be used for farming or human consumption. Livestock shall not be considered a pet even if kept as a companion animal and not used for farming or human consumption.

Pet shop or dealer means any commercial establishment or person, including wholesalers engaged in the business of buying and selling or holding pet animals for sale. This term shall not include livestock auctions.

Potable water means water that can be consumed without concern for adverse health effects.

Premises means a parcel of land and/or the structure(s) thereon.

Public nuisance means a situation where an animal owner fails to prevent its animal from urinating, defecating, disturbing the peace, emitting noxious odors or otherwise endangering or offending the well-being of the inhabitants of the City while:

- (1) Trespassing on school grounds, public or private property;
- (2) Being found running at large;
- (3) Damaging private or public property; or
- (4) Barking, whining, or howling in an excessive or continual fashion.

Public Way means an alley, avenue, boulevard, bridge, channel, ditch easement, express freeway, highway, land, parkway, right-of-way, road, sidewalk, street subway, tunnel, viaduct, walk or other ways in which the general public or a public entity have a right, or which are dedicated, whether improved or not.

Qualified service animal means:

- A. any qualified service dog or qualified service miniature horse that has been or is being trained to provide assistance to an individual with a disability;
- B. An animal recognized as a service animal under either federal regulations implementing the Americans with Disabilities Act, or NMSA 1978, Chapter 28, Article 11, which is the New Mexico Service Animal Act, and as amended;
- C. A qualified service animal does not include a pet, an emotional support animal, a comfort animal, or a therapy animal as defined in NMSA 1978, Section 28-11-2(B) (2013).

Quarantine means detention and isolation of an animal in order to observe the animal suspected of contagion.

Responsible person party for the animal means the owner of the animal, or an adult person placed in charge of the animal in the absence of incapacitation of the owner.

Restraint means any of the following:

1. To be under the immediate control of a capable and competent person on a leash or lead; or
2. To be secured by a trolley system confining the animal within the owner's premises; or
3. To be secured within an escape-proof enclosure within the owner's premises.

Running at large or to run at large means an animal that is free of physical restraint beyond the boundaries of the premises of the owner/responsible party.

Tether means to restrain an animal by means of a runner cable or similar device attached to a running line, pulley or trolley system.

Tormenting of animals means the act of bothering, annoying, distracting or agitating an animal.

Un-weaned means of an infant or other young mammal not accustomed to food other than its mother's milk

Vaccination means the inoculation of an animal with a vaccine administered by a veterinarian for the purpose of immunizing the animal against rabies as required by the State of New Mexico Rabies Control Act of 1959. The amount given should be sufficient to provide immunity from rabies for a minimum of one year.

Veterinary hospital or clinic means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries to animals.

Vicious animal means any animal which bites or in any other manner attacks or attempts to attack any person or animal within the City, except that any animal that bites, attacks, or attempts to attack any person unlawfully upon its owner's or keeper's premises, or which is provoked to attack, shall not be deemed a vicious animal.

(Code 1962, § 6-2-2; Ord. No. 384, § 6-2-2, 7-22-91; Ord. No. 400, § 1, 10-26-92; Ord. No. 436, § 2, 5-13-96; Ord. No. 532, § 2, 10-14-03; Ord. No. 608, § 1, 8-30-11; Ord. No. 659(1), § 1, 1-13-15)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 3-4. - Service animals.

(a) A person with a disability who is using a qualified service animal, as defined by the American Disability Act (ADA), shall be admitted to any building open to the public and to all other public accommodations and shall be allowed access to all common carriers; provided that the qualified service animal is under the control of an owner, a trainer or a handler of the qualified service animal. A person shall not deny an individual with a qualified service animal entry to a building open to the public or to any public accommodation or deny access to a common carrier, regardless of any policy of denying pets entry to that building, public accommodation or common carrier. A person shall not be required to pay any additional charges for the qualified service animal, but may be liable for any damage done by the qualified service animal; provided that persons without disabilities would be liable for similar damage; and

(b) This section does not require a public accommodation or common carrier to permit an owner, trainer or handler using a qualified service animal to have access to a public accommodation or common carrier in circumstances in which the individual's use of the qualified service animal poses a direct threat of significant harm to the health or safety of others.

Credits L. 1989, Ch. 242, § 2; L. 1999, Ch. 262, § 2; L. 1999, Ch. 288, § 2; L. 2005, Ch. 224, § 3, eff. June 17, 2005; L. 2013, Ch. 57, § 3, eff. June 14, 2013.

§ 28-11-3. Admittance of qualified assistance animals, State of New Mexico

(Code 1962, § 6-2-23; Ord. No. 659(1), § 1, 1-13-15)

Editor's note— Section 1 of Ord. No. 659, adopted Jan. 13, 2015, changed the title of § 3-4 from "Dogs trained to assist the blind and hearing impaired allowed in public places" to read as herein set out.

Sec. 3-5. - Cruelty.

- (a) **Physical abuse.** It is unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, beat with a stick, chain, club, or other object, mutilate, burn, or scald any animal; except that reasonable force may be employed to drive off vicious or trespassing animals. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.
- (b) **Work cruelty.** It is unlawful for any person to drive or work any animal cruelly.
- (c) **Animal in a Vehicle.** It shall be unlawful for any owner/responsible party to place or confine an animal in a motor vehicle without allowing cross-ventilation and under no circumstance shall a person confine any animal in any parked, closed vehicle on any public way or private street for any amount of time that would endanger, or create an adverse condition placing at risk the health or well-being of such animal due to temperature, lack of food or potable water or such other conditions as may be reasonably expected that may cause suffering, disability or death. Any animal control or law enforcement officer observing an animal kept in violation of this Section may take emergency measures, as defined by the definitions of this article and impound the animal. In addition to all other defenses and immunities provided by law, any such officer taking emergency measures for the purpose of this Section shall be immune from suit or liability, criminal or civil, caused by or arising from the emergency measures taken.
- (d) **Care and maintenance.** It is unlawful for any person to fail, refuse, or neglect to provide any animal in his charge or custody, as owner or otherwise, with:
 - (1) **Adequate Food.**
 - (2) **Adequate Water.**
 - (3) **Adequate Shelter.**
 - (4) **Adequate Shade.**
 - (5) **Adequate space**
- (e) No animal shall be left unattended for more than 24 hours.
- (f) No owner or responsible party shall fail to provide necessary grooming of the coat in order to prevent matting, skin irritation, distress or pain, trapping of fecal matter, and loss of the ability to protect the animal from adverse weather conditions. An animal shall not be so dirty that it becomes matted as to provide a home for parasites and insects. No animal shall be allowed to have a foreign object embedded in its hide, fur or skin other than a microchip or a medical device implanted by a licensed veterinarian.
- (g) **Veterinary care.** It is unlawful for a person to have, keep or harbor an animal which is seriously sick or injured, including suffering from starvation, or severe thirst without providing proper veterinary care. An animal shall be afforded immediate veterinary care if it is known or suspected to be ill or injured. No person shall perform procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animals well-being. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

- (h) **Abandonment.** It shall be unlawful for any person being the owner/responsible party of a dog, cat, or other domesticated animal or pet to abandon such animal. Abandonment includes dumping of an animal from a moving or stationary motor vehicle. This section shall not apply to voluntary relinquishments to an animal rescue organization, animal control center, animal control officer, licensed veterinarian, or another person.
- (i) **Poisoning.** It is unlawful for any person to intentionally or knowingly poisons, or attempts to poison any domestic animal. For purposes of this section, "poison" or "attempt to poison" includes the act of placing food, water, or lure of another sort which contains poison or contains health threatening foreign objects, such as glass or metal, in a location where any animal may be attracted.
- (j) **Uncared-for animals.** Whenever the animal control officer, Code Enforcement Officer, or designated representative finds that any animal is or will be without proper care because of injury, illness, incarceration, or other involuntary absence of the owner or person-responsible party for the care of such animal, the Animal Control Officer shall make arrangements for the care of the animal.
- (k) **Injury by motorists.** Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City shall immediately, upon injuring, striking, maiming, or running down any animal, give such aid as is reasonably able to be rendered. In the absence of the owner, he/she shall immediately notify the Police, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive and, upon the arrival of such person, such operator shall immediately identify themselves to the appropriate authorities. Alternatively, in the absence of the owner, a person may give aid by taking the animal to a veterinary hospital or the Animal Shelter and notifying the Police. Such animal shall be deemed an uncared-for animal within the meaning of subsection (j) of this section. Emergency vehicles are excluded from this provision.
- (l) **Hobbling livestock.** It is unlawful for any person to hobble livestock or other animals by any means which may cause injury or damage to any animal.
- (m) **Keeping of diseased animals.** It is unlawful for any person to have, keep, or harbor any animal which is infected with any dangerous disease. The Animal Control Officer may impound such diseased animal in accordance with the provisions of this article. All such animals impounded may be destroyed humanely as soon as is conveniently possible. In the case of destruction of such animal, the Animal Control Officer or designee shall not be required to give any of the notices provided in this article. This section shall not be construed to include veterinary hospitals or animals under active veterinary care.
- (n) **Fights.** It is unlawful for any person to promote, stage, hold, manage, conduct, carry on, or attend any game, exhibition, contest, or fight, or combat between one (1) or more animals or between animals and humans in which one or more animals are engaged for the purpose of injuring, killing, maiming, or destroying themselves or any other animal. This includes any animal used as a "Bait Animal" as defined in the definitions of this ordinance.
- (o) **Fowl; impounding; crating.** It is unlawful for any person to confine any wild or domestic fowl or birds unless provisions are made by each person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than 12 hours. No person shall impound any wild or domestic fowl or birds in a crate, box or other enclosure, which does not permit each fowl or bird impounded therein to stand in a naturally erect position.

(p) **Tormenting.** It shall be unlawful for any person to willfully torment any and all animals by any means, such as throwing rocks, yelling or giving chase in any manner. No person shall purposely cause a dog to bark unnecessarily or annoy such animal to the point the animal will attempt to attack a person or other animal.

(q) Songbirds, killing and robbing of nest prohibited. It is unlawful for any person to willfully kill any songbird, or to molest or rob the nest of such bird.

(Code 1962, § 6-2-24; Ord. No. 384, § 6-2-24, 7-22-91; Ord. No. 436, § 3, 5-13-96; Ord. No. 659(1), § 1, 1-13-15)

State Law reference— Cruelty to animals, NMSA 1978, § 30-18-1.

Sec. 3-6. - Sale.

(a) **Use of public property.** No person shall display, sell, or offer for sale, barter, give away, or otherwise dispose of any animal upon any street, sidewalk, public park or private business, unless said private business is properly licensed or such person is acting on behalf of the Truth or Consequences Animal Shelter during an adoption event.

(b) **Rabbits or fowl.** No person shall sell, offer for sale, barter, or give away any baby rabbits under four weeks of age. Nothing in this section shall be construed to prohibit the raising of rabbits and fowl by a private individual for his personal use and consumption, provided that he shall maintain proper brooders and other facilities for the care and containment of such animals while they are in his possession.

(c) **Premiums and novelties.** No person shall offer as a premium prize, award, novelty, or incentive to purchase merchandise any live animal.

(d) **Turtles.** No person shall offer for sale, sell, barter, or give away turtles, except in conformance with appropriate federal regulations.

(e) **Sale of un-weaned animals.** A person shall not sell, offer for sale, transfer, or adopt a dog, cat, or ferret under eight weeks of age, or a guinea pig, hamster, or rabbit under four weeks of age. However, in no event shall an animal be sold, transferred or adopted until it is fully weaned and capable of eating on its own to sufficiently maintain proper body condition as determined by the breed and species of the animal. Nothing herein shall prohibit the transfer of animals between animal shelters and animal rescue organizations or prohibit the sale, transfer, or adoption of an un-weaned animal if accompanied by a nursing female.

(Code 1962, § 6-2-25; Ord. No. 436, § 4, 5-13-96; Ord. No. 532, § 3, 10-14-03)

Sec. 3-7. - Wild animals prohibited.

(a) No person shall keep an animal of a species prohibited or protected by Title 50 of the Code of Federal Regulations or by the appropriate state regulations or statutes.

(b) No person shall keep any animal which is wild, fierce, dangerous, noxious, or naturally inclined to do harm except where 1) adequate protective devices are provided to prevent such animals from escaping or injuring the public, and 2) a proper license is obtained in accordance with section 3-8. If such requirements are met, they may be kept in a zoological park, pet shop, veterinary hospital, animal shelter, public laboratory, circus, amusement show, educational facility, scientific facility, or in the control of a humane society.

(c) **Wild animals prohibited.** "Wild animal" means any animal of a species that in its natural life is wild, dangerous, or ferocious and though it may be trained and domesticated will remain dangerous to others and may injure or kill a citizen in the City. Those animals, however domesticated, shall include but are not limited to:

- (1) Dog family (canidae). All except domesticated dogs, including wolf, fox, coyote, dingo, etc.
- (2) Cat family (felidae). All except the commonly accepted domesticated cats, including lions, pumas, panthers, mountain lions, wild cats, etc.
- (3) Bears (ursidae). All bears, including grizzly bears, brown bears, black bears, etc.
- (4) Weasels (mustelidae). All, including weasels, martins, mink, wolverine, ferrets, badgers, otters, ermine, mongoose, etc.
- (5) Porcupine (erethizontidae).
- (6) Venomous snakes.
- (7) Venomous lizards, alligators, and crocodiles.

(Code 1962, § 6-2-26; Ord. No. 384, § 6-2-26, 7-22-91; Ord. No. 436, § 5, 5-13-96)

State Law reference— Sale, purchase, trade and possession of certain animals regulated, NMSA 1978, § 77-18-1.

Sec. 3-8. - Licensing wild animals.

- (a) Any person owning a wild animal covered by this section at the time of enactment of this Chapter may license such animal in accordance with law. A fee set by resolution shall be charged for such licensing through the City.
- (b) For the purpose of humanely trapping wild animals such as skunks and domesticated dogs or cats which may be a menace to the public, the Animal Control Officer may maintain such traps as are constructed for the purpose of trapping a live animal without serious risk of injury to the trapped animal and which may be placed on private property at the request of the owner thereof. Traps shall be baited only inside the trap and shall be checked not less than twice a day by the Animal Control Officer or the property owner requesting the placement of such traps. All such trapping shall be in conformity with state law.

(Ord. No. 384, § 6-2-27, 7-22-91; Ord. No. 436, § 6, 5-13-96)

Sec. 3-8.1. - Multi-Animal Site Permit and Kennel Permit.

- (a) It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four animals in any combination thereof, three months of age or older on their residential or business premises without a multi-animal site permit.
- (b) If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of animals, said business shall apply for a kennel permit.

- (c) Animals belonging to visitors who are located within city limits and who stay in a household or lodging establishment longer than 30 days in a calendar year shall be included in the calculation of total animals for said location and the owner of the animal shall be required to comply with all applicable sections contained in this chapter.
- (d) No person shall keep or operate a residential or commercial multi-animal site without a permit issued by the city. All business applicants must have a valid business license issued through the city at the time of application.
- (e) Veterinary hospitals or clinics shall be exempt from the kennel permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of animals.
- (f) Any person who operates or proposes to operate a residential or commercial multi-animal site shall file an application for a permit with the police department, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for residential or commercial multi-animal sites must accompany any application to defray the cost of processing the request.
- (g) Upon receipt of payment, the police department shall forward the application to the Planning and Zoning Department. All applications for multi-animal site and kennel permits shall undergo a special use permit process pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code.
- (h) An onsite visit of the premises shall occur by the animal control and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.
- (i) All animals listed on the application three months of age or over must be vaccinated for rabies and possess a city animal license tag.
- (j) All multi-animal residential or commercial site permits and kennel permits must be renewed annually at a fee established by resolution.
- (k) There shall not be more than seven animals in any combination thereof for multi-animal residential or commercial site permits. The maximum animal occupancy for kennel permits shall be determined based upon the recommendation of the animal control officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.
- (l) An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.
- (m) Multi-animal site and kennel permit holders shall allow the animal control officer, police officer, designated zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.

(n) A multi-animal site permit or kennel permit may be revoked when, in the opinion of the designated zoning official or administrator or animal control officer, any one or more the following conditions exist:

(1) The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.

(2) The number of animals exceeds the number allowed under the permit.

(3) Any other violation listed under this chapter or sections.

(o) In cases where a multi-animal site permit or kennel permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse the decision, modify the decision, or deny the appeal and upheld the initial revocation.

(p) If a multi-animal site permit or kennel permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.

(Ord. No. 395, § 1, 10-26-92; Ord. No. 436, § 7, 5-13-96; Ord. No. 532, § 4, 10-14-03; Ord. No. 609, § 1, 8-30-11; Ord. No. 659(1), § 1, 1-13-15)

Sec. 3-8.2. Sterilization Agreement/deposit for Spaying and neutering of dogs and cats.

(a) It is the intent of the City for all dogs and cats over the age of 6 months to be spayed/neutered. Therefore, no cat or dog shall be released from the animal shelter to an adopting person unless it has been spayed/neutered or a sterilization agreement has been signed and a sterilization deposit set by resolution has been paid.

(b) The sterilization deposit shall be reimbursed only upon presentation of a receipt from a veterinarian that the adopted animal has been sterilized within 30 days of the date of adoption for cats/dogs over the age of six months or by 6 months of age for kittens and puppies.

(c) An unsterilized animal reclaimed by its owner shall be released without being sterilized upon payment of the sterilization deposit and impoundment/boarding fees imposed by the shelter and set by resolution, and the owner shall sign an agreement stating he/she will sterilize the animal within 30 days after release or will obtain a breeder permit or its equivalent. The sterilization deposit may be reimbursed upon presentation by the owner of a receipt from a veterinarian that the animal has been sterilized within 30 days of release.

(NM Stat § 77-1-20 (2019) History: Laws 1993, ch. 43, § 3

(Ord. No. 393, § 1, 8-24-92; Ord. No. 532, § 5, 10-14-03; Ord. No. 610, § 1, 8-30-11)

Sec. 3-8.3. Female dogs or cats in Estrus (heat) to be confined.

It shall be unlawful for any owner/responsible party to fail to securely confine any un-spayed animal in the state of estrus (heat), in a house, building or proper enclosure, in such a manner that such animal cannot come in contact with another animal except for planned breeding, and such that the animal does not create a nuisance by attracting other animals. When outside on the property of the owner, for metabolic waste elimination, the animal must be physically restrained with a hand-held leash.

Owners/responsible party who do not comply may be ordered to remove the animals in estrus (heat) to a boarding kennel, veterinary hospital or animal shelter. All expenses incurred as a result of the confinement shall be paid by the owner/responsible party of the animal. Failure to comply with the removal order shall be a violation of this Section and the animal shall then be impounded as prescribed in this Title.

(Ord. No. 436, § 8, 5-13-96)

Sec. 3-9. – Enforcement and Interference with Enforcement.

- (a) The civil and criminal provisions of this chapter shall be enforced by those persons or agencies designated by the City Manager.
- (b) It shall be a violation of this chapter for any person to interfere, hinder or molest any Animal Control Officer or Police Officer in the performance of their duties.

(Ord. No. 384, § 6-2-28, 7-22-91; Ord. No. 436, § 9, 5-13-96; Ord. No. 532, § 6, 10-14-03; Ord. No. 611, § 1, 8-30-11)

Sec. 3-10. - Reserved.

Editor's note— Section 1 of Ord. No. 612, adopted Aug. 30, 2011, repealed § 3-10, which pertained to fines and fees and derived from Ord. No. 384, § 6, adopted July 22, 1991; Ord. No. 436, § 10, adopted May 13, 1996; and Ord. No. 532, § 7, adopted Oct. 14, 2003.

Sec. 3-11. - Penalty for violation of chapter.

Any person who violates any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished in accordance with section 1-10, with each conviction carrying a mandatory minimum fine of \$100.00.

(Code 1962, § 6-2-30; Ord. No. 384, § 6-2-30, 7-22-91; Ord. No. 394, § 1, 8-24-92; Ord. No. 436, § 11, 5-13-96; Ord. No. 532, § 8, 10-14-03; Ord. No. 613, § 1, 8-30-11)

Sec. 3-12 Deceased Animal Disposal Requirements.

A. Owner responsibility – The owner / responsible party having care, custody or control of an animal carcass shall be responsible for its removal within twenty-four (24) hours of death if the animal is not to be used for human consumption.

1) An animal carcass may be disposed of in one of the following ways:

a. Burial of the animal carcass on the owners land under the following conditions:

- The bottom of the burial pit must be at least 3 ft. above the water table.
- If possible, choose a site where the soil is heavier and less permeable.
- Flat areas are best. Avoid areas sloping toward water or arroyos.
- Ensure the pit is sized to allow soil to cover mortalities to a depth of at least 3 ft.

b. Cremation by a licensed facility where the remains can be sealed in an acceptable urn for return to the animal owner or disposed of by the facility.

- The cremation of the carcass will be at the expense of the animal owner.

B. Removal - The Animal Control Officer may remove any animal carcass from the roadway or other public property. The Animal Control Officer and/or T or C Animal Shelter staff shall make reasonable efforts to notify the animal's owner if known in the event of the animal's death.

1) Animal Control Officer may dispose of the animal carcass at the T or C Animal Shelter as authorized after microchip scanning and making reasonable efforts to notify the animal's owner. If an owner is located and request that the Animal Shelter dispose of the carcass, then the owner/responsible party will be responsible for the disposal fee.

2) Animal Control Officer shall turn over any tags or other identification found on an animal carcass to the T or C Animal Shelter.

C. Removal fee - The Animal Control Officer may, but is not obligated to, provide for the removal of an animal carcass from private property at the request of the animal owner or property owner for a fee.

- 1) The fee amount shall be established by resolution or
- 2) The fee amount shall be established by most current rate schedule as provided by the current licensed facility, contracted with the City of Truth or Consequences, for cremation services.

a. This fee schedule is based on the weight of the carcass.

Secs. 3-13 - 3-25. - Reserved.

ARTICLE II. - CONTROL

DIVISION 1. - GENERALLY

Sec. 3-26. - Authority of Animal Control Officers.

(a) The office of animal control officer is hereby created. The chief of police will assign that duty as needed. The animal control officer shall be charged with all duties pertaining to the enforcement of ordinances regulating or controlling animals and fowl within the corporate limits of the city or in areas of other areas of jurisdiction as specified in agreements with other entities.

(b) An Animal Control Officer shall wear a uniform and shall wear a badge identifying such officer as an animal control officer.

(c) It shall be the duty of the animal control officer to take up and impound any animal or fowl authorized to be impounded by this Code or by other ordinances within the specified agreements with other entities.

(d) It shall be the duty of the animal control officer to investigate all reported violations of animal control ordinances and to attempt, when appropriate, to solve such problems through conferences and issuance of citations or complaints filed with the appropriate court.

(Code 1962, § 6-2-4; Ord. No. 436, § 12, 5-13-96; Ord. No. 532, § 9, 10-14-03)

State Law reference— Municipal authority to designate animal control officer, NMSA 1978, § 77-1-15.1B.

Sec. 3-27. - Establishment of Animal Shelter.

There is hereby established an Animal Shelter which shall be located at a location designed by the Commission.

(Code 1962, § 6-2-5)

Sec. 3-28. - Animal Shelter, hours of business.

The Animal Shelter of the City of Truth or Consequences shall be kept open to the general public for the transaction of business during the hours set by the City Manager.

(Code 1962, § 6-2-6; Ord. No. 436, § 13, 5-1-3-96)

Sec. 3-29. - Impoundment.

It is the duty of the Animal Control Officer to take up and impound in the Animal Shelter any stray or any animal kept or maintained contrary to this chapter, including any animal that is allegedly creating a public nuisance.

(Code 1962, § 6-2-7; Ord. No. 384, § 6-2-7, 7-22-91)

State Law reference— Municipal authority to impound and dispose of animals running at large, NMSA 1978, § 3-18-3A(3).

Sec. 3-30. - Impounding strays; records; redemption fees; notice.

- (a) No person shall, without the knowledge or consent of the owner, hold or retain possession of any animal of which he is not the owner for more than 24 hours without first reporting the possession of such animal to the animal control officer, giving his/her name and address, a true and complete statement of the circumstances under which the animal was taken, and the location where such animal is confined.
- (b) It is unlawful for any person taking up an animal to fail to give the notice required in subsection (a) of this section and for any person having such animal in his/her possession to fail or refuse to immediately surrender such animal to the Animal Control Officer upon demand thereof.
- (c) If an stray animal is wearing a license or other identification, it shall be returned to the owner and a citation may be issued. If an stray animal is not wearing a license or other identification, the animal shall be confined for a 72-hour period at the Animal Shelter. The Animal Shelter may dispose of stray animals impounded under this section according to their policies and procedures the day after the required impoundment period.
- (d) No dog or cat that has been impounded by the Animal Shelter will be sold for the purpose of breeding or resale.
- (e) An animal which continues to be an alleged nuisance may be impounded by the Animal Control

Officer until such time as a judgment is made by the Municipal Court.

- (f) Animals confined/impounded to the Animal Shelter may be released to the rightful owner or designee after all applicable fees have been paid. Owner shall bear the cost of any expenditure while animal is confined including veterinary services.
- (g) Reserved.
- (h) Fines for violations of this article shall be in accordance with the provisions of section 1-10. In addition, upon a finding of guilt, the City may request that the Municipal Court shall order a defendant to reimburse the Animal Control Shelter or Police Department for any costs associated with apprehending and/or impounding the animal.

(Code 1962, § 6-2-8; Ord. No. 384, § 6-2-8, 7-22-91; Ord. No. 436, § 14, 5-13-96; Ord. No. 614, § 1, 8-30-11)

Sec. 3-31. - Restraint of animals.

- (a) Physical restraint - A person owning or having charge, custody, or care over an animal shall keep the animal under humane physical restraint at all times.
- (b) Dragging; hobbling - A person shall not hobble an animal, or tether or attach any animal to any object that can be dragged or moved by the animal. Such an animal, if not otherwise restrained by immediate control or enclosure, shall be considered by the animal control officer to be unrestrained. This shall not apply to livestock animals being properly used for work purposes.
- (c) Owner's premises - A person owning or having care, custody, or control over an animal on his or her premises shall restrain the animal either by a secure enclosure or by immediate control.
- (1) All pens, kennels, stalls, corrals, or other enclosures used to restrain an animal shall be continuously maintained with preservatives, fasteners, and other materials to prevent deterioration and animal escape. Substantial and acceptable locking or latching devices shall be installed on all gates and doors to animal enclosures in such a manner as to be inaccessible to animals and small children in order to prevent animal escape and unauthorized entry.
- (2) A person owning or having care, custody, or control over an animal on his or her premises may use a tether as a means of restraint only if:
 - a. The tethered animal has access to adequate food, water, shade and shelter
 - b. A tether used to restrain a dog shall be at least 12 feet in length. Such tether shall not enable the animal to reach beyond the owner's property.
 - c. A tether used to restrain an animal shall be affixed to a properly fitting collar or harness worn by the animal. A person shall not wrap a chain or tether directly around the neck or other body part of the animal.
 - d. A tether used to restrain an animal shall be fastened so that the animal may sit, walk, and lie down using natural motions. Such tether shall be unobstructed by objects that may cause the tether or animal to become entangled, strangled or denied access to adequate necessities.

(3) Voice commands are not an acceptable form of restraint.

(d) Public premises - A person owning or having care, custody, or control over an animal off of his or her premises shall keep the animal under immediate control.

(1) While restrained off premises under the immediate control of the owner or responsible party, the animal must be on a leash that shall enable the handler to maintain control of the animal. The leash shall not exceed six (6) feet in length while the animal is in and around the inhabitants of the city.

(2) A person shall not carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner. Animals carried in an open flatbed vehicle shall be crated or restrained upon a non-slick surface and in a manner that prevents the animal from falling out of the vehicle. At no time is an animal allowed to sit or stand in the drivers lap while the vehicle is being operated on any public roadway.

(3) A person in charge of an amphibian or reptile away from the owner's premises shall keep the animal secured within a closed container that will not expose people unexpectedly to the animal.

(4) Voice commands are not an acceptable form of restraint.

(e) Property of others - A person owning or having care, custody, or control over an animal shall not detain or restrain an animal upon another person's private property without having permission from the resident or owner of such property.

(1) If the resident or owner does not permit the animal being detained or restrained upon such property, the animal may be taken up and impounded by the animal control officer at the request of the resident or owner.

(2) If the owner of a rented or leased property does not approve of an animal being restrained or detained by the resident on such property, the dispute shall be regarded by the animal control officer as a civil matter.

(f) Multiple dwelling unit - An owner, manager, agent, or governing board of any multiple dwelling unit, including mobile home parks and gated communities, shall not permit or authorize any animal to be unrestrained upon the common areas of the multiple dwelling unit, except upon such areas and within such enclosures specifically designated for such activity.

(g) Exceptions

(1) A working dog that is under the control and supervision of the owner or handler performing such acts as herding, search and rescue, or police work shall not be considered as unrestrained while performing or being trained for such duties.

(2) A hunting, tracking, or show dog that is under the control and supervision of the owner or handler shall not be considered as unrestrained while performing in or being trained for those capacities.

Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.

(Code 1962, § 6-2-12; Ord. No. 384, § 6-2-12, 7-22-91; Ord. No. 436, § 15, 5-13-96; Ord. No. 615, § 1, 8-30-11)

Sec. 3-32. - Breaking into Animal Control Center, animal control vehicle.

It is unlawful for any person to break open any pound, center, trap, or animal control vehicle wherein animals are impounded by the Animal Control Officer of the City, or in any other way to remove or assist in the removal of any animal from such pound, center, trap, or vehicle without lawful permission.

(Code 1962, § 6-2-22)

Sec. 3-33. - Seizure of Animals Notice.

- (a) An Animal Control Officer, or designee who reasonably believes that the life or health of an animal to include livestock is endangered due to cruel treatment may apply to the municipal court in the city where the animal is located for a warrant to seize the animal.
- (b) If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within 10 business days unless good cause is demonstrated by the city for a later time and such extension is approved by the municipal court judge.
- (c) Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.
- (d) If the owner of the animal cannot be determined or cannot be located, a written notice regarding the circumstances of the seizure shall be conspicuously posted where the animal is seized at the time the seizure occurs.
- (e) At the option and expense of the owner, the seized animal may be examined by a veterinarian of the owner's choice if approved by the municipal court judge.
- (f) If the animal is a type of livestock, seizure shall be pursuant to Chapter 77, Article 18 NMSA 1978.

NM Stat § 30-18-1.1 (1996 through 1st Sess 50th Legis)

Sec. 3-34 Disposition of Seized Animals

- (a) If the court finds that a seized animal is not being cruelly treated and that the animal's owner is able to provide for the animal adequately, the court shall return the animal to its owner.

- (b) If the court finds that a seized animal is being cruelly treated or that the animal's owner is unable to provide for the animal adequately, the court shall hold a hearing to determine the disposition of the animal.
- (c) An animal control agency operated by the municipality, or an animal shelter or other animal welfare organization designated by an animal control agency or an animal shelter, in the custody of which an animal that has been cruelly treated has been placed may petition the court to request that the animal's owner may be ordered to post security with the court to indemnify the costs incurred to care and provide for the seized animal pending the disposition of any criminal charges of committing cruelty to animals pending against the animal's owner.
- (d) The court shall determine the amount of security while taking into consideration all of the circumstances of the case including the owner's ability to pay and may conduct periodic reviews of its order. If the posting of security is ordered, the animal control agency, animal shelter or animal welfare organization may, with permission of the court, draw from the security to indemnify the costs incurred to care and provide for the seized animal pending disposition of the criminal charges.
- (e) If the owner of the animal does not post security within fifteen days after the issuance of the order, or if, after reasonable and diligent attempts the owner cannot be located, the animal may be deemed abandoned and relinquished to the animal control agency, animal shelter or animal welfare organization for adoption or humane destruction
- (f) Nothing in this section shall prohibit an owner from voluntarily relinquishing an animal to an animal control agency or shelter in lieu of posting security. A voluntary relinquishment shall not preclude further prosecution of any criminal charges alleging that the owner has committed cruelty to animals.
- (g) Upon conviction, the court shall place the animal with an animal shelter or animal welfare organization for placement or for humane destruction.
- (h) As used in this section, "livestock" means all domestic or domesticated animals that are used or raised on a farm or ranch and exotic animals in captivity and includes horses, asses, mules, cattle, sheep, goats, swine, bison, poultry, ostriches, emus, rheas, camelids and farmed cervidae but does not include canine or feline animals.

NM Stat § 30-18-1.2 (1996 through 1st Sess 50th Legis)

Sec. 3-35 Costs of Seized Animals

- (a) Upon conviction, a defendant shall be liable for the reasonable cost of boarding the animal and all necessary veterinary examinations and care provided to the animal. The amount of these costs shall be offset by the security posted pursuant to Section 3-36. Unexpended security funds shall be returned to the owner.

- (b) In the absence of a conviction, the seizing agency shall bear the costs of boarding the animal and all necessary veterinary examinations and care of the animal during the pendency of the proceedings, return the animal, if not previously relinquished, and all of the security posted pursuant to Section 3-36.

NM Stat § 30-18-1.3 (1996 through 1st Sess 50th Legis)

Secs. 3-36 - 3-50. - Reserved.

DIVISION 2. - RABIES^[2]

Footnotes:

--- (2) ---

Cross reference— Health and sanitation, ch. 6.

Sec. 3-51. - Vaccinations.

- (a) It is the duty of all persons owning or keeping a cat or a dog or any member of the canine family over the age of three months to have such animals vaccinated against rabies. The rabies vaccination shall be given in an amount sufficient to provide immunity from rabies for three years and shall be administered by a licensed veterinarian. A certificate from a licensed veterinarian shall be evidence of vaccination. The Commission may require other animals to receive annual rabies vaccination.
- (b) The veterinarian administering anti-rabies vaccine to any animal shall issue to the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner or keeper of the animal, a description of the animal vaccinated the date of vaccination, and the expiration date of the period of immunity.
- (c) It is unlawful for the owner or keeper of any dog, cat, or any other members of the canine or feline family to fail to exhibit its certificate of vaccination upon demand to any police officer or animal control officer.
- (d) It is the duty of all persons who adopt a dog to have such dog vaccinated against rabies, distemper complex, and parvo virus within 48 hours of adoption. It is the duty of all persons who adopt a cat to have such cat vaccinated against rabies and feline distemper complex within 48 hours of adoption.
- (e) Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.

(Code 1962, § 6-2-9; Ord. No. 527, §§ 1, 2, 7-14-03)

State Law reference— Vaccination of dogs and cats against rabies, NMSA 1978, § 77-1-3.

Sec. 3-52. - Confinement of rabid animal.

An animal that has rabies or shows signs of having rabies, and every animal bitten by another animal afflicted with rabies or that has been exposed to rabies shall be confined at once in a secure place by the owner. A person who knows or who has reason to know that an animal is infected with rabies or has been exposed to rabies shall immediately upon learning of this notify the Animal Control Officer as to the place where the animal is confined and shall surrender the animal to the Animal Control Officer upon demand. The Animal Control Officer shall then deal with the rabid animal pursuant to state law. (Code 1962, § 6-2-10)

Sec. 3-53. - Biting dogs or other biting animals.

- (a) The owner of an animal that bites a person and a person bitten by an animal have a duty to report that occurrence to the Animal Control Officer within 24 hours. The owner of an animal that bites a person shall surrender the animal to an Animal Control Officer to impound such animal for a period of observation.
- (b) A physician who renders professional treatment to a person bitten by an animal shall report the fact that he/she has rendered professional treatment to the Chief of Police or an Animal Control Officer within 24 hours of his/her first professional attendance. The physician shall report the name, sex, and address of the person bitten as well as the type and location of the bite. The physician shall give the name and address of the owner of the animal that inflicted the bite and other facts that may assist the Animal Control Officer in ascertaining the immunization status of the animal.
- (c) An animal that bites a person shall be confined securely at a place and for a period of time deemed necessary by the Animal Control Officer. The owner of the animal shall bear the cost of confinement.
- (d) A person who has custody of an animal that has bitten a person shall immediately notify the Animal Control Officer.

(Code 1962, § 6-2-11; Ord. No. 384, § 6-2-11, 7-22-91; Ord. No. 436, § 16, 5-13-96; Ord. No. 616, § 1, 8-30-11)

State Law reference— Notice to health officer of animal bites, NMSA 1978, § 77-1-6.

Secs. 3-54—3-70. - Reserved.

DIVISION 3. - LICENSING

Sec. 3-71. - License required.

- (a) Any person owning, possessing or harboring any dog or cat three months of age or over shall obtain a license for each animal. Application for such license shall be made as directed and shall state the name and address of the owner, the name, breed, color, age and sex of such animal and any other information deemed necessary. A current rabies vaccination certificate shall be presented at the time of application for the license. Upon payment of the license fee, as prescribed in subsection (d) of this section, a license certificate and tag for each animal shall be issued. If the tag is lost, replacement tags with a cost set by resolution shall be purchased. The license shall expire on the same date as the rabies certificate or one year whichever is greater.

- (b) A current license tag shall be affixed to the licensed dog or cat at all times in a reasonable manner, unless the licensed dog or cat is being kept in an approved kennel, veterinary hospital, is appearing in an approved show, or is being trained. Provided that the person that is training the dog shall have in his personal possession the valid license tag for each dog or cat and shall immediately display such upon request of the Animal Control Officer or a regular law enforcement officer.
- (c) Animals belonging to nonresidents who do not keep said animals within the corporate limits of the city for 30 consecutive days shall be exempt from this section, provided, however, that all other provisions of this division be complied with.
- (d) The annual license fee shall be set by resolution for each neutered or spayed dog or cat. The annual license fee shall be set by resolution for each unneutered or un-spayed dog or cat. No fee shall be charged for the licensure of qualified service animals that are trained to lead partially or totally blind persons, aid hearing impaired persons or assist mobility impaired persons. A fee shall be charged for each dog or cat that has not been spayed or neutered, unless the owner presents a signed statement from a licensed veterinarian stating that spaying or neutering would be a surgical risk for the animal, due to the animal's age or condition.
- (e) Within 5 business days upon change of ownership of any dog or cat, the new owner shall apply for a new license with their personal identifying information.

(Code 1962, § 6-2-14; Ord. No. 384, § 6-2-14, 7-22-91; Ord. No. 436, § 17, 5-13-96; Ord. No. 564, § 1, 11-14-06; Ord. No. 659(1), § 1, 1-13-15)

State Law reference—Municipal authority to require licensing of dogs, NMSA 1978, § 77-1-15.1.

Sec. 3-72. - Unlawful use of license tag.

It is unlawful for any person to remove any license tag from one dog or cat to another. It shall be unlawful for any person to manufacture, cause to be manufactured, or to have in his possession or under his control a stolen, counterfeit, or forged license tag, rabies vaccination certificate, or other form of licensing as required under this division.

(Code 1962, § 6-2-21)

(Ord. No. 564, § 1, 11-14-06)

Secs. 3-373- 3-90. - Reserved.

DIVISION 4. - AT LARGE, VICIOUS, NUISANCE

Sec. 3-91. - Running at large.

(a) It is unlawful for any person to allow or permit any animal to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof. Any animal permitted to run at large in violation of this section is declared to be a nuisance, a menace to the public health and safety, and shall be taken up and impounded as provided in section 3-30.

(b) Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to

imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court

(Code 1962, § 6-2-15)

State Law reference— Municipal authority to make provision for the seizure of dogs and cats running at large, NMSA 1978, § 77-1-12

~~(Code 1962, § 6-2-16)~~

Sec. 3-392 - 3-93. - Reserved.

Editor's note— Ord. No. 436, § 18, adopted May 13, 1996, repealed § 3-93, which pertained to unenclosed premises and derived from Code 1962, § 6-2-17.

Sec. 3-94. - Vicious animals.

It is unlawful for any person to keep or harbor a vicious animal in the City. Any person attacked by a vicious animal may use necessary force to repel said attack. After a judicial determination that an animal is vicious, the owner or keeper of such vicious animal shall turn such animal over to the Animal Control Officer, who shall destroy it humanely.

(Code 1962, § 6-2-18; Ord. No. 505, § 1, 2-11-02; Ord. No. 621, § 1, 11-22-11)

State Law reference— Vicious animals, NMSA 1978, § 77-1-10.

Sec. 3-95. - Disturbing the peace.

It is unlawful for a person owning or having the care, custody or control of an animal to permit that animal to howl, bark or create noise which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. It shall be a violation of this section if the howling, barking or noise is frequent or long continued; is audible beyond the property line of the premises on which the animal is located.

(Code 1962, § 6-2-19; Ord. No. 617, § 1, 8-30-11; Ord. No. 659(2), § 1, 1-13-15)

Cross reference— Offenses relating to public order and safety, § 8-31 et seq.

Sec. 3-96. - Public nuisance.

- a. Property damage; nuisance. A person owning or having care, custody, or control over an animal shall prevent the animal from causing damage or being a nuisance to the person or property of another.
- b. Pet Waste. A person owning or having care, custody, or control over a pet such as a dog or cat shall dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied frequently and in such a manner so as to prevent a nuisance or health hazard by noxious or offensive odors.
- c. Public defecation. A person owning or having care, custody, or control over an animal shall not permit the animal to defecate on public property or the property of another unless such animal waste is immediately removed and properly disposed of.
- d. Feeding animals running at large. A person shall not feed an animal running at large

It is unlawful for the owner of any animal to be in violation of the public nuisance definition and such violation will be punished in accordance with section 1-10.

(Code 1962, § 6-2-20; Ord. No. 436, § 19, 5-13-96; Ord. No. 618, § 1, 8-30-11)

Editor's note— Section 1 of Ord. No. 618, adopted Aug. 30, 2011, changed the title of § 3-96 from "Nuisances on sidewalks, public parks, alleys" to "Public nuisance."

Sec. 3-97. - Dangerous and potentially dangerous dogs.

(a) *Short title.* This section may be known, and will be cited, as the "Dangerous Dog Ordinance".

(b) *Findings and intent.*

- (1) Every year innocent people, predominantly children, are injured and sometimes killed as a result of the actions of dangerous dogs.
- (2) No person has an absolute right to keep or harbor a dangerous or potentially dangerous dog within the City.
- (3) This section will protect the inhabitants of the City.
- (4) This section will provide for the proper registration and tracking of dangerous or potentially dangerous dogs within the City.
- (5) This section will assist in providing control over dangerous and potentially dangerous dogs.

(c) *Definitions.*

Animal control authority: The Animal Shelter and Animal Control Officer(s) of the Police Department of the City is charged with addressing animal control issues within the City.

Dangerous dog: A dog that caused a serious injury to a person or domestic animal.

Owner: A person who possesses, harbors, keeps or has control or custody of a dog or, if that person is under the age of 18, that person's parent or guardian.

Potentially dangerous dog: A dog that may reasonably be assumed to pose a threat to public safety as demonstrated by the following behaviors:

- (1) Causing an injury to a person or domestic animal that is less severe than a serious injury; or
- (2) Chasing or menacing a person or domestic animal in an aggressive manner and without provocation; or
- (3) Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

Proper enclosure: Secure confinement indoors or outdoors, such as in a fenced yard, locked pen or other structure that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, restraining or other affixing the animal to a stationary object.

Serious injury: A physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

(d) *Exceptions.* A dog will not be declared a dangerous or potentially dangerous dog if:

- (1) The dog is used by a law enforcement official for legitimate law enforcement purposes; or

(2) The threat, injury or damage sustained by a person or domestic animal is the result of the person or domestic animal:

- a. Trespassing upon premises occupied by the owner or the dog; or
- b. Provoking, tormenting, abusing or assaulting the dog, or in the past has repeatedly provoked, tormented, abused or assaulted the dog; or
- c. Committing, or attempting to commit, a crime; or

(3) The dog was:

- a. Responding to pain or injury; or
- b. Protecting itself or its offspring; or
- c. Protecting or defending a human being or domestic animal from attack or assault.

(e) *Seizure of dog—Petition to court of competent jurisdiction.*

(1) If an animal control authority has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the animal control authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.

(2) If an animal control authority has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the animal authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.

(3) After seizure, the animal control authority will impound the dog pending disposition of the case or until the owner has fulfilled the requirements for a certificate of registration pursuant to the provisions of subsection (e) of this section.

(4) After seizure:

- a. The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for a certificate of registration pursuant to subsection (e) of this section; or
- b. The animal control authority may, within 14 days after seizure of the dog, bring a petition in a court of competent jurisdiction seeking a determination of whether the dog is dangerous or potentially dangerous. If the court finds, by clear and convincing evidence, that the dog is dangerous and poses an imminent threat to public safety or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within 30 days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner.

(5) If the owner does not admit that the dog is dangerous or potentially dangerous and the animal control authority does not bring a petition in court within 14 days of seizure of the dog, the court shall immediately order the release of the dog to its owner.

(6) If the owner admits that the dog is dangerous and transfers ownership of the dog to the animal control authority, the animal control authority may humanely destroy the dog.

(7) A determination that a dog is not dangerous or potentially dangerous shall not prevent the

animal control authority from making a subsequent application for seizure based on the dog's subsequent behaviors.

(f) *Dangerous and potentially dangerous dogs—Registration required.*

- (1) Upon application, an animal control authority shall issue a certificate of registration to the owner of a dangerous or potentially dangerous dog if the owner establishes that:
 - a. The owner is able to keep the dog under control at all times; and
 - b. A license, if applicable, has been issued pursuant to the requirements of the City; and
 - c. The dog has a current rabies vaccination; and
 - d. The owner has a proper enclosure to the dog; and
 - e. The owner has paid an annual fee set by resolution to register a dangerous or potentially dangerous dog; and
 - f. The dog has been spayed or neutered; and
 - g. The dog has been implanted with a microchip containing owner identification information that is also provided to the animal control authority; and
 - h. The owner has entered the dog in a socialization and behavior program approved or offered by the animal control authority.
- (2) If a dog previously determined to be dangerous or potentially dangerous has not exhibited any of the behaviors specified in this section for 36 consecutive months, the owner may request the animal control authority in the City to lift the requirements for registration pursuant to this section. If the animal control authority has no reasonable basis to believe that the dog has exhibited the behaviors specified, it shall relieve the owner of the requirements of this section.
- (3) An animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of subsection (e)(1) of this section, establishes that:
 - a. The owner has paid an annual fee set by resolution, as established by the animal control authority to register a dangerous dog; and
 - b. The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable; and
 - c. The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination; and
 - d. When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four feet, and the dog shall be under complete control at all times; and
 - e. The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and
 - f. A clearly visible warning sign with a conspicuous warning symbol indicate there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from 50 feet, whichever is less.
- (4) An animal control authority may order the immediate impoundment or humane destruction

of a dog previously determined to be a dangerous dog if the owner fails to comply with the conditions for registration, confinement or handling set forth in this section.

(g) *Prohibited acts.*

- (1) It is unlawful for an owner of a dangerous or potentially dangerous dog to:
 - a. Keep the dog without a valid certificate of registration; or
 - b. Violate the registration and handling requirements for the dog; or
 - c. Fail to notify the animal control authority immediately upon:
 1. The escape of the dog; or
 2. An attack by the dog upon a human being or a domestic animal;
 - d. Fail to notify the animal control authority of the dog's death within five business days; or
 - e. Fail to notify the animal control authority within 24 hours if the dog has been sold or given away and to provide the name, address and telephone number of the new owner of the dog; or
 - f. Fail to surrender the dog to an animal control authority for safe confinement pending a determination of the case where there is reason to believe that the dog poses an imminent threat to public safety; or
 - g. Fail to comply with special handling or case requirements for the dog that a court has ordered.
- (2) Whoever violates a provision of subsection (g)(1) shall be charged in the Municipal Court in which the animal is located with a violation of the Dangerous Dog Ordinance, and upon conviction shall be sentenced to a fine not to exceed \$500.00, or 90 days imprisonment, or both fines and imprisonment.

(Ord. No. 546, §§ 1—7, 10-11-05; Ord. No. 619, § 1, 9-27-11)

Editor's note— Ord. No. 546, §§ 1—7, adopted Oct. 11, 2005, set out provisions intended for use as § 3-101. At the editor's discretion, these provisions have been included as § 3-97.

Sec. 3-98. – Safekeeping of animals by the Animal Shelter

Under unforeseen circumstances, a police officer, animal control officer, or animal owner may require an animal to be placed in the care and custody of the Animal Shelter to ensure that the animal is properly cared for. In these situations, the safekeeping of the animal shall only occur for a period of not more than 72 hours at the expense of the owner pursuant to fees established by resolution. The owner shall be responsible for contacting a designated person or organization to pick up the animal from the Animal Shelter and the owner shall provide written authorization to the Animal Shelter as to the responsible person or organization taking custody of the animal. After the initial 72 hour period has expired, the animal is no longer classified as a safe keep and the animal shall be considered abandoned and property of the City unless the owner or designated party notifies the City in writing of a date and time the animal will be picked up, not to exceed an additional 72 hours at the owner's expense. No animal shall be released from the Animal Shelter until all fees are paid in full. Owners who knowingly abandon or fail to arrange for pickup of their animal at the Animal Shelter may be prosecuted under other sections within the Municipal Code.

Sec. 3-99. – Livestock running at large.

It is unlawful for the owners of livestock to willfully allow the livestock to run at large within the city limits. The owners of the livestock are subject to prosecution under this section regardless of the livestock's origination.

As used in this section, "livestock" means all domestic or domesticated animals that are used or raised on a farm or ranch and exotic animals in captivity and includes horses, asses, mules, cattle, sheep, goats, swine, bison, poultry, ostriches, emus, rheas, camelids and farmed cervidae but does not include canine or feline animals.

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

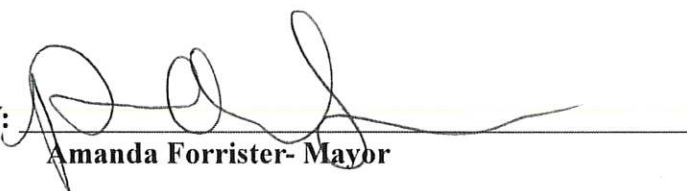
Section 1. All Ordinances or Resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This Repealer shall not be construed to revive any Ordinance or Resolution or part thereof, heretofore repealed.

Section 2. This Ordinance shall take effect on the 9th day of 2022.

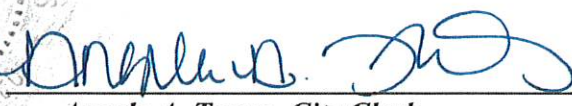
PASSED, APPROVED AND ADOPTED this 9th day of February, 2022.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

BY:


Amanda Forrister- Mayor

ATTEST:


Angela A. Torres- City Clerk





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: G.1

SUBJECT: Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 767 Authorizing the Execution and delivery of a loan agreement and intercept agreement by and between the City of T or C, and the New Mexico Finance Authority

DEPARTMENT: Community Development

DATE SUBMITTED: July 18, 2024

SUBMITTED BY: Angela Torres

WHO WILL PRESENT THE ITEM: Chris Muirhead

Summary/Background: Final Adoption of Ordinance No. 767 Authorizing the Execution and delivery of a loan agreement and intercept agreement by and between the City of T or C, and the New Mexico Finance Authority, evidencing a special limited obligation of the governmental unit to pay a principal amount not to exceed \$2,000,000, together with interest thereon for the purpose to acquire, construct, renovate, furnish, equip, beautify and improve a public safety building for the benefit of the city and its residents.

Recommendation:

Publication was approved on 7/2/2024. The ordinance will now be presented for a public hearing and final adoption. -

Attachments:

- Bond Ordinance
- Publication

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 7-24-24

STATE OF NEW MEXICO)
COUNTY OF SIERRA)
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 24th day of July, 2024, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Mayor:

Commissioners:

Absent:

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

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 767

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,000,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE TO (1) ACQUIRE, CONSTRUCT, RENOVATE, FURNISH, EQUIP, BEAUTIFY AND IMPROVE A PUBLIC SAFETY BUILDING FOR THE BENEFIT OF THE CITY AND ITS RESIDENTS, (2) FUND A DEBT SERVICE RESERVE ACCOUNT, AND (3) PAY COSTS OF ISSUANCE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF THE REVENUES RECEIVED BY THE GOVERNMENTAL UNIT PURSUANT TO SECTION 7-1-6.4, NMSA 1978 (THE "STATE-SHARED GROSS RECEIPTS TAX"); APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE LOAN PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT PROVIDING FOR THE DISTRIBUTIONS OF THE REVENUES OF THE STATE-SHARED GROSS RECEIPTS TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT.

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

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project and the Project will provide for the public health, peace and safety of the Governmental Unit and its residents; and

WHEREAS, pursuant to Section 7-1-6.4 NMSA 1978, as amended, the Governmental Unit now receives monthly from the Distributing State Agency from the gross receipts tax imposed on any person engaging in business in New Mexico, a distribution of the gross receipts tax which is to be in an amount, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA, 1978, equal to the product of the quotient of 1.225% divided by the tax rate imposed by Section 7-9-4 NMSA, 1978 (currently 4.875%), times the net receipts (i.e., the total gross receipts tax from business locations within the Governmental Unit and other places designated in Section 7-1-6.4, NMSA 1978, which provides for the Pledged Revenues; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, except as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

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

WHEREAS, the Governing Body hereby determines that the Project to be financed with the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, pursuant to Sections 6-14-8 through 6-14-12 NMSA 1978, as amended (the "Supplemental Public Securities Act"), the Commission is authorized to adopt an ordinance delegating to one or more of its members, Governmental Unit officers, or Governmental Unit employees the authority to sign a contract for the purchase or sale of public securities or to accept a binding bid for public securities and to determine the sale for public securities to be issued so long

as such sale is within the parameters established by an authorizing ordinance adopted in conformity with the Supplemental Public Securities Act; and

WHEREAS, in order to, among other things, allow the Governmental Unit flexibility in setting the pricing date of the Loan and optimize debt service costs to the Governmental Unit, the Governing Body desires to grant to the Mayor, Manager, Finance Director or any other employee of the Village when designated by a certificate signed by the Mayor (collectively, the "Designated Officers"), the authority (a) to determine any or all of the following terms of the Loan: (i) the interest and principal payment dates, (ii) the principal amounts, denominations, and maturity dates, (iii) the sale prices, (iv) the interest rates, (v) the interest payment periods, (vi) the redemption and tender provisions, (vii) the procurement of municipal bond insurance and any related covenants or agreements, (viii) the creation of any capitalized interest or debt service reserve funds, including the size and funding of such funds, and (ix) the amount of underwriting discount, if any; and (b) to make any changes with respect thereto from those terms which were before the Governing Body at the time of adoption of this Ordinance, provided such terms do not exceed the parameters set forth for such terms in this Ordinance (the "Parameters," as further described herein); and

WHEREAS, the Governmental Unit will approve the specific terms of the sale of the Loan in the Sale Certificate; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in the Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, including Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, Sections 6-14-8 through 6-14-12, NMSA 1978, as amended, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 7-1-6.4, 7-1-6.15 and 7-9-4, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and the Intercept Agreement, including this Ordinance.

"Aggregate Annual Debt Service Requirement" means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means the Mayor, City Manager, and Finance Director of the Governmental Unit.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

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

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of execution of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority and the Trustee in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

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

“Governing Body” means the City Commission of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Truth or Consequences, New Mexico.

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

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement dated the Closing Date between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

“Loan Agreement Reserve Account” means the loan agreement reserve account in the name of the Governmental Unit established under the Indenture, funded from the proceeds of the Loan Agreement, and administered by the Trustee pursuant to the Indenture.

“Loan Agreement Reserve Requirement” means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account Deposit on the Term Sheet, which amount shall not to exceed the least of (i) ten percent (10%) of the Loan Agreement Principal Amount, (ii) 125% of the average annual principal and interest requirements under the Loan Agreement, or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Ordinance” means this Ordinance as adopted by the Governing Body on July 24, 2024, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement, as amended from time to time.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet, if any.

“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 Distributing State Agency to the Governmental Unit 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 Ordinance are equal to one and two hundred twenty-five thousandths percent (1.225%) of the taxable gross receipts reported to the Governmental Unit 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 Governmental Unit under applicable law, such additional amounts shall be included as revenues pledged pursuant to the Ordinance; and provided further that the amount of revenues pledged pursuant to the Ordinance shall never be less than the greater of: (i) 1.225% of the taxable gross receipts remitted to the Governmental Unit as set forth above, or (ii) the maximum amount at any time provided hereinafter to be remitted to the Governmental Unit under applicable law; and provided further, the Governmental Unit intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to this Ordinance. Pledged

Revenues also includes the portion of the gross receipts tax distribution to the City to be made pursuant to Section 7-1-6.46 NMSA 1978, which represents the amount of Pledged Revenues set forth in the sentence above that would have been remitted to the City but for the deductions provided by Sections 7-9-92 and 7-9-93 NMSA 1978.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means (i) acquiring, constructing, furnishing, equipping, beautifying, or making improvements to a public safety building for the City, (ii) funding the Loan Agreement Reserve Account, and (iii) paying Expenses.

“Sale Certificate” means one or more certificates executed by the Mayor, Manager or Finance Director dated on or before the date of delivery of the Loan, setting forth the following final terms of the Loan: (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; and (ix) the final terms of agreements, if any, with agents or service providers required for the purchase, sale, issuance and delivery of the Loan, all subject to the parameters and conditions contained in this Ordinance; provided that in no event shall the Sale Certificate specify a net effective interest rate on the Loan in excess of the statutory maximum of twelve percent (12%) per annum.

“State” means the State of New Mexico.

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

“Trustee” means BOKF, NA, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement, and the Intercept Agreement. The Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit of the Governmental Unit.

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

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance, execution and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will finance the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan shall be less than 12% per annum, the maximum rate permitted by State law as specified in the Sale Certificate.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of not to exceed \$2,000,000, plus interest, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The terms of the Loan shall be approved in the Sale Certificate. The Governmental Unit shall use the proceeds of the Loan to finance the Project. The final maturity of the Loan shall not be greater than twenty years.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an aggregate principal amount of not to exceed \$2,000,000, shall be payable in installments of principal due on the dates designated in Exhibit "B" to the Loan Agreement and bear interest payable on the dates and at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept

Agreement with such changes, insertions and omissions as are consistent with this Ordinance and the Sale Certificate and as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance, the Sale Certificate or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

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

A. Program Account, Loan Agreement Reserve Account, and Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account and Loan Agreement Reserve Account to be held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves the deposit of the proceeds of the Loan Agreement in the Program Account and Loan Agreement Reserve Account.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account and the Loan Agreement Reserve Account, all as provided in the Loan Agreement, Sale Certificate and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will complete the Project with all due diligence.

B. Completion of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that payment for the

Project has been completed. As soon as practicable after the Completion Date, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, the Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amounts in the Finance Authority Debt Service Account and Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under, the Loan Agreement in which case moneys in such accounts in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such account shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution, and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to this Ordinance and the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues with the lien thereon of the Parity Obligations as set forth herein and in the Loan Agreement. The Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for

carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement, and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).

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

Section 12. Amendment of Ordinance. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Ordinance may be supplemented or amended by ordinance or resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended by ordinance of the Governing Body without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as provided therein.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

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

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and the City Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and such Ordinance shall be in full force and effect thereafter, in accordance with law.

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

(Form of Summary of Ordinance for Publication)

City of Truth or Consequences, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 767 duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on July 24, 2024. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 214 S. Love Street, Truth or Consequences, New Mexico.

The title of the Ordinance is:

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,000,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE TO (1) ACQUIRE, CONSTRUCT, RENOVATE, FURNISH, EQUIP, BEAUTIFY AND IMPROVE A PUBLIC SAFETY BUILDING FOR THE BENEFIT OF THE CITY AND ITS RESIDENTS, (2) FUND A DEBT SERVICE RESERVE ACCOUNT, AND (3) PAY COSTS OF ISSUANCE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF THE REVENUES RECEIVED BY THE GOVERNMENTAL UNIT PURSUANT TO SECTION 7-1-6.4, NMSA 1978 (THE "STATE-SHARED GROSS RECEIPTS TAX"); APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE LOAN PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT PROVIDING FOR THE DISTRIBUTIONS OF THE REVENUES OF THE STATE-SHARED GROSS RECEIPTS TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT.

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

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF JULY, 2024.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

ATTEST:

Mayor

City Clerk

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoeppepner
Commissioner

Angie Gonzales
City Manager

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences City Commission will hold a Public Hearing during their regular scheduled meeting on Wednesday, July 24, 2024, to receive additional input regarding the following:

Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 767 Authorizing the Execution and delivery of a loan agreement and intercept agreement by and between the City of T or C, and the New Mexico Finance Authority, evidencing a special limited obligation of the governmental unit to pay a principal amount not to exceed \$2,000,000, together with interest thereon for the purpose to acquire, construct, renovate, furnish, equip, beautify and improve a public safety building for the benefit of the city and its residents.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 9:00 a.m.

Please contact me at (575) 894-6675 or by email at atorres@torcnm.org should you have any questions regarding this Public Hearing.

The agenda may be obtained on Friday, July 19, 2024, on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Thursday, July 4, 2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: H.1

SUBJECT: Approval of Purchase Agreement for 210 Main and Authorization of continued city action

DEPARTMENT: Community Development

DATE SUBMITTED: July 18, 2024

SUBMITTED BY: Angela Torres

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background: Purchase agreement between the City of Truth or Consequences and PNC Bank. Authorization for City Manager, Assistant City Manager and City Attorney to continue with process.

Recommendation:

Approval of Purchase Agreement. -

Attachments:

- Purchase Agreement
-

-

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 7-24-24

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), is made as of the ____ day of July, 2024 ("Effective Date"), between **PNC BANK, NATIONAL ASSOCIATION**, a national banking association ("Seller"), having an office c/o PNC Realty Services, The Tower at PNC Plaza - 22nd Floor, 300 Fifth Avenue, Mail Stop: PT-PTWR-22-1, Pittsburgh, PA 15222-2401 and **CITY OF TRUTH OR CONSEQUENCES**, a political subdivision of the State of New Mexico ("Purchaser"), having an office at 505 Simms Street, Truth or Consequences, New Mexico 87901.

WITNESSETH:

WHEREAS, Seller is the owner of the land ("Land") located at 210 Main Street, Truth or Consequences, Sierra County, New Mexico 87901, Tax Parcel Number 3022078169492, as more particularly described on Exhibit A hereto and made a part hereof, and all buildings and improvements, if any ("Improvements"), located on the Land (the Improvements, together with the Land, and the items described in paragraph 1(b), being hereinafter collectively referred to as the "Premises"); and

WHEREAS, Seller desires to sell the Premises to Purchaser and Purchaser desires to purchase the Premises from Seller upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Purchase.

(a) Seller agrees to sell or cause to be sold to Purchaser, and Purchaser agrees to purchase from Seller, the Premises. The Premises does not include any signage, logos, or other proprietary property of Seller.

(b) The sale and purchase shall include all right, title and interest of Seller in and to:

(i) All easements, rights-of-way, privileges, appurtenances and other rights, if any, pertaining to the Premises; and

(ii) All of the articles of personal property located at the Premises on the Closing Date in its "as-is" "where-is" condition on the Closing Date (as hereinafter defined in Article 4).

2. Purchase Price.

(a) The purchase price ("Purchase Price") payable by Purchaser for the sale of the Premises shall be the sum of Four Hundred Thirty Thousand and 00/100's DOLLARS (\$430,000.00) subject to adjustments and prorations as hereinafter provided, payable as follows:

(i) Upon the expiration of the Contingency Period as defined in Article 28 of this Agreement, and if Purchaser has not terminated this Agreement pursuant to such Article,

Purchaser shall deliver to Seller to be held pursuant to Article 15 a certified check, cashier's check or wire transfer in the amount of Forty Thousand and 00/100's DOLLARS (\$40,000.00) (said deposit together with any additional deposit called for hereunder, hereinafter called the "Down Payment"); and

(ii) The balance of the Purchase Price over and above the Down Payment shall be paid to Seller in immediately available funds by wire transfer on the Closing Date, net of all prorations and other credits provided for in this Agreement.

3. Title.

(a) The Premises shall be conveyed subject to, and Purchaser hereby approves the matters set forth on Exhibit B hereto and made a part hereof.

(b) Upon execution hereof by all parties, Purchaser shall order and promptly deliver, when received, to Seller a copy of a commitment (the "Title Commitment") to issue an ALTA 2006 owner's title insurance policy issued by a nationally-recognized title insurance company reasonably acceptable to Seller ("Title Company"), reflecting the status of title to the Premises. Purchaser shall be solely responsible for the costs of obtaining such Title Commitment and for the cost of obtaining any owner's title policy and any lender's title policy, as well as all title endorsements. Purchaser shall be responsible for the cost of any survey of the Premises desired by Purchaser or required for the purchase ("Survey"); provided, however, in the event Purchaser obtains a Survey, it shall be certified to the Seller.

(c) Purchaser shall have until the date which is ten (10) days following receipt of the Title Commitment to notify Seller in writing of any reasonable objection which Purchaser may have to any exception reported in the Title Commitment and which is not a Permitted Encumbrance and to any matter shown on the Survey (together, a "Title Objection"), provided, however, that in all events Purchaser shall deliver notice to Seller prior to the expiration of the Inspection Period set forth in Article 28 below. If Purchaser fails to make a Title Objection by such date, all items shown on the Title Commitment and Survey shall be deemed to be Permitted Encumbrances and Purchaser shall take title to the Premises subject thereto. Any objections with respect to the form of the Title Commitment, notes thereto, and standard exceptions shall be resolved between Purchaser and the Title Company; provided, however, that Seller shall provide its form documents to the Title Company if requested to do so by the Purchaser, to resolve standard exceptions to title.

(d) Seller may, at its sole option, undertake to eliminate any matter which has resulted in a Title Objection. If Seller elects to eliminate (or attempt to eliminate) any such matter, Seller may extend the Closing Date for an additional reasonable period of time, which period shall not exceed thirty (30) days from the then existing Closing Date. If Seller is unable or does not desire to eliminate any one or more of such Title Objections, or if Seller has extended the Closing Date to correct a Title Objection and is unable to do so, then Seller shall so notify Purchaser. Upon receipt of such notice, Purchaser shall have the option to either waive such matters in writing (such matters thereafter being deemed to be Permitted Encumbrances) and consummate the transaction contemplated herein or terminate this Agreement at any time within ten (10) business days after receipt of Seller's notice. If no election to terminate is made in writing by Purchaser within such

ten (10) business day period, Purchaser shall be deemed to have waived all Title Objections, and shall take title to the Premises subject thereto. Purchaser's failure to notify Seller of any title defects to which it objects within the time period provided in this Article shall constitute an agreement by Purchaser that the encumbrances and matters identified in the Title Commitment, Survey and Exhibit B hereto and to which Purchaser does not object are permitted, and shall automatically be deemed to be Permitted Encumbrances.

(e) In the event of termination under this Article, this Agreement shall be deemed to be terminated, Seller shall return the Down Payment to Purchaser, if such Down Payment has been paid, and the parties hereto shall have no further obligations to or recourse against each other with regard to the matters provided for in this Agreement, except for rights and obligations which expressly survive the termination hereof.

(f) If Purchaser desires to use a legal description in the Deed (as hereinafter defined) which differs from that set forth in Seller's vesting deed, Purchaser may use the legal description prepared by Purchaser's surveyor, provided (a) such survey is prepared by a surveyor licensed in the State in which the Premises are located; (b) the legal description and survey are subject to the reasonable approval of Seller; and (c) the survey is certified to Seller and signed by the surveyor, with an original thereof to be provided to Seller. Any survey of the Premises desired by Purchaser shall be the responsibility of Purchaser, at Purchaser's sole cost and expense.

(g) Notwithstanding the foregoing or anything in this Agreement to the contrary, in the event Purchaser elects not to obtain an owner's title policy from the Title Company on the Closing Date, Seller shall deliver, and Purchaser shall accept, a quit claim deed for the Premises, without representation or warranty of any kind, in lieu of the Deed described in Article 9(a) of this Agreement.

4. Closing Date. The closing of the transactions contemplated hereby ("Closing") shall take place through escrow with the Title Company or at such office as may be reasonably designated by mutual agreement of Purchaser and Seller. The date of the Closing ("Closing Date") shall be on or before August 30, 2024, subject to postponement by Seller through its election to utilize a cure period as provided in Article 3 and/or Article 11 hereof. Possession of the Premises shall be delivered to Purchaser immediately upon completion of the Closing.

5. Time of Essence. TIME SHALL BE OF THE ESSENCE IN THE PAYMENT OF ALL SUMS, PERFORMANCE OF ALL OBLIGATIONS, GIVING OF ALL NOTICES AND THE EXERCISE OF ALL RIGHTS UNDER THIS AGREEMENT.

6. Representations and Warranties of Seller.

(a) Seller represents, warrants and agrees that:

(i) Seller is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America;

(ii) To the best of Seller's knowledge, Seller has not received any written notice from any governmental body having jurisdiction asserting the existence of any violations of any applicable building, safety, fire or health laws with respect to the Premises; and

(iii) To the best of Seller's knowledge, there are no third party service, maintenance or similar contracts related to the ownership, operation, maintenance or management of the Premises other than those which may be terminated without penalty, and which Seller shall terminate in connection with the Closing.

(b) For the purposes of the representations and warranties of Seller set forth in this Agreement, the words "to the best of Seller's knowledge" shall be limited to being the actual knowledge and information without any inquiry or investigation or any duty to do so (as distinguished from, and to exclude, what is exclusively constructive knowledge or receipt of constructive notice) of the employees of Seller who are responsible for the current management and operation of the Premises and shall not include any information which Seller or its agents, counsel, directors, officers or employees, management companies or leasing agents, as a reasonably prudent person, should reasonably have known, and shall expressly exclude any state of facts or matters of which Purchaser has knowledge as of the Closing Date. The representations and warranties of Seller shall not survive Closing.

7. Affirmative and Negative Covenants of Seller.

(a) Seller shall, at its sole cost and expense:

(i) Promptly deliver to Purchaser copies of any notice received by the employees of Seller who are responsible for the current management and operation of the Premises after the Effective Date regarding all actions, suits, and other proceedings affecting the Premises, or the use, possession or occupancy thereof which may adversely affect Purchaser or the Premises;

(ii) Promptly deliver to Purchaser copies of notices received by the employees of Seller who are responsible for the current management and operation of the Premises after the Effective Date of releases of toxic substances or any actual condemnation of the Premises or any portion thereof given by or on behalf of any Federal, state or local agency; and

(iii) Make its personnel available to Purchaser at reasonable times and upon reasonable notice, in connection with inspection of the Premises.

(b) From the Effective Date to the Closing Date or termination hereof, Seller shall not enter into any lease or other occupancy arrangement for the Premises which is not terminable before Closing, without the prior written consent of Purchaser in each instance.

8. Apportionments.

(a) The following items shall be apportioned as of 11:59 PM of the day immediately preceding the Closing Date:

(i) Real estate taxes in the manner normally prorated in the County and Township or Borough where the Premises are located. If Closing occurs before the tax rate is fixed for the year in which Closing occurs, real estate taxes shall be based upon the taxes for the prior year, and shall be final. Purchaser shall be responsible for all taxes applicable after the Closing Date and shall reimburse Seller for any and all amounts paid by Seller for taxes applicable after the Closing Date.

(ii) Charges for water, sewer rents, electricity, steam, gas and telephone, which are not metered; provided that if the consumption of any of such utilities is measured by meters, Seller at the Closing shall furnish a current reading of each meter or shall do so with reasonable promptness following the Closing, and shall be responsible for the payment of utilities until a final reading has been accomplished. Purchaser agrees to transfer existing or establish new utility accounts within no later than three (3) days after the Closing Date.

(b) If on the Closing Date the Premises shall be affected by any special or other assessment for public improvements or otherwise which is or may become payable by Seller in installments, then, for purposes of this Agreement, all the unpaid installments of such assessment which are due and payable prior to Closing shall be paid by Seller, and all unpaid installments which are to become due and payable on or after the Closing shall be paid and discharged by Purchaser. Purchaser shall be responsible for the payment of any and all future installments of assessments, whether or not the first installment thereof is then a charge or lien.

(c) Purchaser shall pay all recording fees due in connection with the delivery or recording of the Deed. Purchaser shall pay all taxes and recording fees due in connection with Purchaser's mortgage (if any). Seller shall pay all title clearance charges and the recording costs related thereto.

(d) Purchaser shall pay any closing fee or closing charge of the Title Company or settlement agent who closes the transaction.

(e) The provisions of this Article 8 shall survive the Closing.

9. Closing Documents.

(a) At the Closing, Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser the following, each of which shall be in form and substance in reasonable conformity with this Agreement:

(i) A Special Warranty Deed ("Deed"), conveying to Purchaser fee simple absolute title to the Premises, free and clear of all liens and encumbrances other than Permitted Encumbrances and those set forth in the Title Commitment and not objected to by Purchaser or otherwise permitted hereunder, which Deed shall be in recordable form, duly executed by Seller or the record title holder and acknowledged;

(ii) A resolution from the Secretary or Assistant Secretary of Seller authorizing the officer signing the Deed to sell properties on behalf of Seller;

(iii) An affidavit of title in a form reasonably acceptable to Seller;

(iv) An affidavit and such other certificates or affidavits as Purchaser may reasonably request in order to establish that Seller is not a foreign person, as defined in Internal Revenue Code Section 1445(b)(2), as amended;

(v) All keys to the Premises in the possession of Seller; and

(vi) A duly executed settlement statement or closing statement.

(b) At the Closing, Purchaser, at its sole cost and expense, shall deliver to Seller the following, each of which shall be in form and substance in reasonable conformity with this Agreement:

(i) The consideration required pursuant to Article 2, in the amount and form required thereby;

(ii) A duly executed settlement statement or closing statement;

(iii) A resolution or consent of an authorized officer or member of Purchaser, authorizing the purchase of the Premises and the execution of documentation in connection therewith; and

(iv) Such other affidavits and documents as are otherwise required to consummate the transaction contemplated by this Agreement.

10. Brokerage. Except for Colliers International ("Broker"), Seller and Purchaser each covenant, represent and warrant that it has had no dealings or communications with any broker or agent in connection with the consummation of this Agreement, and each covenants and agrees to pay, hold harmless and indemnify the other from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any broker or agent with whom the indemnifying party dealt with respect to this Agreement or the negotiation thereof. Seller shall pay the commission of Broker at Closing, if in fact the transaction closes, in accordance with the standard PNC Realty Services Commission Schedule.

11. Condemnation and Destruction.

(a) Risk of loss to the Premises from fire or other casualty shall be borne by Seller until Closing. If the Premises or any portion thereof is damaged or destroyed by fire or other casualty prior to the Closing, which damage in either party's reasonable judgment materially affects the value of the Premises, and if Seller is unable or chooses not to restore, within ninety (90) calendar days following such casualty, the damaged portion of the Premises to a condition substantially equivalent to that which existed immediately prior to such casualty, either party may elect to terminate this Agreement. If either party elects to terminate this Agreement, it shall notify the other in writing within thirty (30) calendar days after Purchaser has received written notice of such damage or destruction from Seller (unless within such thirty (30) day period Seller shall have advised Purchaser of its intention to restore the damaged portion of the Premises as provided in the preceding sentence, in which case the Closing shall be extended for up to ninety (90) days following such casualty) and Seller shall return the Down Payment to Purchaser, if such Down Payment has been paid, and this Agreement shall be deemed to be terminated and the parties hereto shall have no further obligations to or recourse against each other with regard to the matters provided for herein except for the rights and obligations which expressly survive the termination hereof. If Seller does not restore the damaged portion of the Premises as provided above, and if neither party elects to terminate this Agreement as provided in this paragraph, then the parties shall attempt to negotiate a reduction in the Purchase Price based on the amount of damage to the Premises. If the parties are able to agree on such a reduction, the transaction shall proceed as

contemplated herein, but at the reduced Purchase Price. If the parties do not agree to a price reduction in writing within sixty (60) days of the damage, then this Agreement shall automatically terminate and Seller shall promptly return the Down Payment to Purchaser, if such Down Payment has been paid.

(b) If prior to the Closing all or any material portion of the Premises, as reasonably determined by Seller, becomes the subject of a condemnation proceeding by a public or quasi-public authority having the power of eminent domain, Seller shall immediately notify Purchaser thereof in writing and either party may elect to terminate this Agreement. If either party elects to terminate this Agreement, it shall so notify the other within thirty (30) calendar days after Purchaser has received written notice of such proceedings from Seller, and Seller shall return the Down Payment to Purchaser, if such Down Payment has been paid, and this Agreement shall be deemed null and void and the parties hereto shall have no further obligations to or recourse against each other with regard to the matters provided for herein except for the rights and obligations which expressly survive the termination hereof. If neither party shall elect to terminate this Agreement as provided in this paragraph, then the transaction shall proceed as contemplated herein, in which event Purchaser shall be entitled to receive all proceeds of any award or payment in lieu thereof, and there shall be no reduction of the Purchase Price.

12. Representations and Warranties and Covenants of Purchaser. Purchaser represents and warrants the following:

(a) Both before and after the Closing, Purchaser shall not (i) issue any press release or other publicity of any kind whatsoever with respect to this Agreement or any of the transactions contemplated hereby; or (ii) disclose or advertise Seller's name or the names of any Seller's affiliates, or disclose the Purchase Price, in any press release, advertising or promotional materials with respect to the Premises, in each case, without the prior written consent of Seller in each instance. Seller shall notify Purchaser of its consent or refusal within ten (10) business days after Purchaser's request for consent. Both before and after the Closing, Purchaser agrees that it will keep confidential, and will make reasonable efforts to have the respective partners, employees, officers, directors, shareholders, agents, counsel, accountants and affiliates of Purchaser, keep confidential, the terms of this Agreement, and all information, records, materials and other data pertaining to the Premises which was acquired or learned from this Agreement or the negotiations relating thereto or arising out of the transactions contemplated hereby, except to the extent necessary to effect the transactions contemplated hereby. The provisions of this paragraph shall survive the Closing and the termination of this Agreement. This section is not intended to prohibit, and does not (i) prohibit the release of information that is already public; (ii) prohibit Purchaser from providing any information concerning the purchase of the Premises to its advisers (attorneys, accountants, lenders, title insurers, and others assisting with the purchase); or (iii) limit or restrict disclosures as may be required by law (pursuant to State or local open meeting or open record laws, or so-called "sunshine" acts), but only to the extent required by law.

(b) Purchaser is a political subdivision of the State of New Mexico and has the power and authority to enter into the Agreement and complete the transaction contemplated hereby. The officer or member executing this Agreement on behalf of Purchaser has the power and authority to bind Purchaser.

(c) If this Agreement shall be terminated by either party, Purchaser shall deliver to Seller (at Seller's request and without cost to Seller) copies of all reports, studies, tests, analyses and other information and documents compiled by Purchaser in reviewing and inspecting the Premises.

(d) Purchaser agrees to indemnify, defend and hold Seller, its subsidiaries, affiliates, and their respective officers, directors and employees, harmless of, and from any claim, proceeding, suit, damage, liability, loss, cost, charge or expense or any other liability of every nature, kind and description whatsoever (including, without limitation, reasonable attorney's fees and expenses, whether or not legal proceedings are commenced, and if legal proceedings are commenced, including fees and expenses incurred at trial and all levels of appeal) incurred or suffered by any of the foregoing entities or persons by reason of, or resulting from or arising out of any activity, including, without limitation, tests, inspections, studies and/or investigations performed or caused to be performed by Purchaser on the Premises.

(e) The purchase of the Premises under this Agreement (the "Transaction") is not a "covered real estate transaction" as such term is defined under proposed, interim and final regulations promulgated by the U.S. Department of the Treasury on behalf of CFIUS, including but not limited to 31 C.F.R. Part 802 and other regulations implementing The Defense Production Act of 1950 (P.L. 81-774, 50 U.S.C. §§4501 *et seq.*) ("DPA"), the Foreign Investment and National Security Act of 2007 (P.L. 110-49, 121 Stat. 246) ("FINSa") and the Foreign Investment Risk Review Modernization Act of 2018 (Title XVII, P.L. 115-232) ("FIRRMA"), as all of the same may have been or may hereafter be amended, restated, supplemented or otherwise modified.

(f) The Transaction and any other matter, transaction, performance or non-performance obligation relating to the Premises, by the Purchaser or any Purchaser affiliate is not and would not be "designed or intended to evade or circumvent" the Committee on Foreign Investment in the United States ("CFIUS") jurisdiction over "covered transactions" as such terms are defined in FIRRMA Section 1703(a)(4).

(g) Purchaser is, and during the term of this Agreement shall remain in full compliance with all the applicable laws and regulations of the United States of America that prohibit, regulate or restrict transactions based on national security, including but not limited to DPA, FINSa and FIRRMA.

(h) Neither Purchaser nor any affiliate of Purchaser has filed or is required to file a declaration or notice with CFIUS in connection with the Transaction nor has Purchaser or any Purchaser affiliate received any notice or any other inquiry or investigation from CFIUS or any other governmental authority related to this Agreement, the Premises and/or Purchaser's acquisition of the Premises.

(i) Purchaser shall notify Seller no later than two (2) calendar days after receipt of a notice from CFIUS or any member agency of CFIUS of any action by CFIUS, including but not limited to, an investigation of the Transaction or Purchaser, and shall provide Seller with a copy of any written inquiry, question or notice related or pertaining with respect to, or arising out of the Transaction, the Premises or this Agreement.

(j) Purchaser hereby covenants, warrants, acknowledges and agrees that the representations and warranties made in this Section 12 with respect to CFIUS are covenants affecting the Premises and such covenants (i) are true and correct as of the execution date of this Agreement and, (ii) shall during the term of this Agreement, remain true and correct at the Closing Date. Purchaser shall fully and timely comply with any and all requests and requirements of CFIUS and Purchaser shall, subject to the terms and conditions hereof and with prompt notice to Seller, fully and timely take any mitigation measure requested or required by CFIUS in connection with a review or CFIUS investigation.

(k) In the event that (i) any of the representations or warranties contained in subparagraphs (e), (f), (g) or (h) shall be inaccurate or incomplete and/or, (ii) it is determined that any covenant set forth in subparagraphs (i) or (j) above has been breached, then Seller shall have the right to terminate this Agreement whereupon the Down Payment shall be returned to Purchaser without interest and Seller shall be released from any further liability under this Agreement.

13. Seller's Default. If Seller shall default in performance of its obligations under this Agreement, which default remains uncured for five (5) business days after receipt of written notice from Purchaser, then Purchaser's sole and exclusive remedies shall be either to (i) terminate this Agreement and receive the return of the Down Payment, or (ii) seek specific performance. Notwithstanding the foregoing, in the event there is a breach or default by Seller of an obligation that survives closing, if any, Purchaser's remedies shall be limited to its actual monetary damages incurred as a result of such breach or default, if any, and in no event shall Purchaser be entitled to recover consequential and/or punitive damages.

14. Purchaser's Default.

(a) If Purchaser shall default in performance of its obligations under this Agreement, which default remains uncured for five (5) business days after receipt of written notice from Seller, the Seller shall have the right to terminate this Agreement upon written notice to Purchaser. A "default" by Purchaser under this Agreement includes, but is not limited to, failure to comply with the terms of this Agreement; any misrepresentation made by Purchaser to Seller; or the commission of fraud by Purchaser in connection with the purchase of the Premises. The sole right of Seller shall be to recover and the sole liability of Purchaser shall be to pay liquidated damages in the amount of the Down Payment, such amount being fixed as such by reason of the fact that the actual damages to be suffered by Seller in such event are in their nature uncertain and unascertainable with exactness and because Purchaser would not have entered into this Agreement unless Purchaser were exculpated from personal liability except as provided in subparagraph (b) hereof. Seller shall not seek or obtain any money or other judgment against Purchaser or any disclosed or undisclosed partner, principal, officer or employee of Purchaser or any of the foregoing persons or entities, and Seller's sole recourse for payment of said amounts shall be to the Down Payment, except as provided in subparagraph (b) hereof.

(b) Notwithstanding anything to the contrary contained in this Agreement, Purchaser agrees that (i) all indemnification obligations of Purchaser set forth in this Agreement and/or any other indemnification agreement delivered to Seller in connection with Purchaser's inspection of the Premises prior to or after the execution of this Agreement (collectively, the "Indemnification Obligations") shall survive the termination of this Agreement and the Closing

and (ii) Purchaser shall not be exculpated from liability with respect to (x) a breach of subparagraph 12(a) or Article 26 hereof and/or (y) the Indemnification Obligations. Purchaser further agrees that Seller shall have full recourse against Purchaser and any other person or entity who breaches Article 12 or Article 26 or who has Indemnification Obligations, and Seller shall have the ability to seek and obtain any money or other judgment against any of the foregoing persons or entities with respect to any such breach or Indemnification Obligation(s).

15. Down Payment. The Down Payment shall be held by Seller on the terms and conditions hereinafter set forth:

(a) The Down Payment shall be held in a non-interest bearing federally insured account with PNC Bank, National Association, pending consummation of the sale or a prior termination thereof.

(b) Seller will retain the Down Payment or deliver the Down Payment to Purchaser, as the case may be, in accordance with the terms of this Agreement.

(c) Seller shall not be responsible for any interest, nor shall Seller be responsible for the loss of any interest with respect to the Down Payment.

(d) If requested by Seller, Purchaser shall provide Seller with a completed and signed IRS Form W-9, to facilitate the return of the Down Payment, if Purchaser is entitled to a return of the Down Payment.

16. Notices. All notices, requests, or other communications desired or required to be given under this Agreement shall be in writing and shall be sent by a party or by a party's attorney by (a) certified or registered mail, return receipt requested, postage prepaid, (b) national prepaid overnight delivery service, (c) by email or facsimile transmission (following with hard copies to be sent by national prepaid overnight delivery service) or (d) personal delivery with receipt acknowledged in writing, as follows:

If to Seller:

Kathleen A. Taylor
Vice President
PNC Bank, N. A.
c/o PNC Realty Services
The Tower at PNC Plaza - 22nd Floor
300 Fifth Avenue
Mail Stop: PT-PTWR-22-1
Pittsburgh, PA 15222-2401
Telephone: 412-762-3345
Fax: 412-762-5199
Email: Kathleen.taylor@pnc.com

With a second copy to:

Boyden R. Gabell, III
Gabell Beaver LLC

306 Lansdowne Road
Havertown, PA 19083
Telephone: 484-394-0131
Fax: 877-347-4197
Email: egabell@gabellbeaver.com

In addition to the above addresses,
copies of notices regarding a Seller
default and/or any notices to be
delivered to Seller post-closing to the
following:

Michael G. Balent, Esq.
Managing Chief Counsel - PNC Realty
Services
PNC Bank, N.A.
Legal Department
1600 Market Street - 8th Floor
Philadelphia, PA 19103
Telephone: 215-585-5029
Fax: 215-585-8713
Email: michael.balent@pnc.com

If to Purchaser:

City of Truth or Consequences
505 Simms Street
Truth or Consequences, NM 87901
Telephone: _____
Fax: _____
Email: _____

With a copy to:

Telephone: _____
Fax: _____
Email: _____

All notices shall be deemed given when actually received or refused by the party to whom the same is directed (except to the extent sent by certified or registered mail, return receipt requested, postage prepaid, in which event such notice shall be deemed given three (3) business days after the date of mailing). Each party may designate a change of address or supplemental addressee(s) by notice to the other parties, given at least ten (10) business days before such change of address is to become effective.

17. Entire Agreement, Basis of Purchase.

(a) This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof and supersedes any and all prior written or oral understandings.

(b) Except as expressly set forth in this Agreement or in the documents to be delivered at Closing, Seller hereby expressly disclaims any and all warranties, express or implied, relating in any way to the Premises, including, without limitation, any warranty provided for under statutory or common law or the uniform commercial code, including but not limited to warranties of merchantability and fitness for a particular purpose. Both Purchaser and Seller are acting at arm's length to protect their own interests, and both Purchaser and Seller shall use their own independent business judgment concerning the sale and purchase of the Premises. Purchaser has completed to its satisfaction (or shall have completed by the Closing Date), all investigations, inspections and tests which Purchaser deems necessary in its sole discretion to determine, among other things: (i) the condition of the Premises, including, but not limited to, the soil condition of the Premises, the existence of any environmental condition, and the existence of patent or latent defects in construction of the Improvements on the Premises; (ii) the condition of title to the Premises, including, but not limited to, the status of all leases of the Premises (if any); (iii) the status of all building code, zoning and other applicable governmental requirements of whatever kind regarding the Premises or any intended use of the Premises, including, without limitation, the status of any permit, application, license, approval, certificate or other intangible right of whatever kind regarding the Premises; and (iv) the status and effect of all recorded covenants and restrictions relating to the Premises, it being agreed as set forth above that neither Seller nor any agent or representative of Seller shall give any warranty or make any representation regarding such matters, and Seller is not liable or responsible for, or bound in any manner by, any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the Premises or any part thereof. Upon Closing, Purchaser shall assume the risk of any adverse matters with respect to the Premises, including but not limited to, mold, moisture, asbestos, lead based paint, any and all issues identified on the Environmental Report (even if Purchaser opted not to execute and deliver the Environmental Disclosure and Confidentiality Agreement and did not receive a copy of the Environmental Report), construction defects and adverse physical and environmental conditions, that may not have been revealed by Purchaser's investigations. Purchaser agrees that should any cleanup, remediation or removal of hazardous substances or other environmental conditions on the Premises be required after the date of Closing, insofar as Seller and Purchaser are concerned, Seller shall not have any responsibility for such cleanup, removal or remediation. Purchaser acknowledges that it agrees to accept conveyance of the Premises at Closing in its "as-is, where-is" condition as of the Closing Date, solely based upon its reliance on its own investigations, inspections and judgment.

(c) WITHOUT LIMITING THE PROVISIONS OF SUBPARAGRAPH (b) OF THIS ARTICLE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PURCHASER HEREBY RELEASES SELLER AND (AS THE CASE MAY BE) SELLER'S OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, TRUSTEES, PARTNERS, EMPLOYEES, MANAGERS AND AGENTS, FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES, WHETHER OR NOT SUIT IS INSTITUTED), ARISING FROM OR RELATING TO ANY DEFECT IN THE PREMISES, THE LEGAL STATUS OF ANY AGREEMENT WITH RESPECT THERETO, OR THE PHYSICAL CONDITION OF THE PREMISES OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY ENVIRONMENTAL CONDITION. THE RELEASE SET FORTH

HEREIN DOES NOT APPLY TO THE EXPRESS REPRESENTATIONS OR WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT OR ANY INDEMNITY OR WARRANTY EXPRESSLY MADE BY SELLER IN ANY DOCUMENT DELIVERED AT CLOSING.

(d) The provisions of this Article shall survive the Closing.

18. Amendments. This Agreement may not be changed, modified or terminated except by an instrument executed by the parties hereto.

19. Waiver. No waiver by either party of any failure or refusal of the other party to comply with any of its obligations shall be deemed a waiver of any other or subsequent failure or refusal so to comply.

20. Successors and Assigns.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Except as described below, Purchaser may not assign this Agreement or all or any part of its rights and obligations hereunder to one or more parties without the prior written consent of Seller which consent may be withheld or given in Seller's sole discretion. Purchaser shall have the right, however, with Seller's consent (not to be unreasonably withheld), to assign this Agreement to an entity owned or controlled by Purchaser. In such case, Seller shall not withhold its consent so long as (i) Purchaser provides Seller with a copy of an assignment and assumption agreement for such assignment, reasonably acceptable to Seller; (ii) Purchaser provides Seller information reasonably requested by Seller to establish that the assignee is not a "Sanctioned Person" (as hereinafter defined) and Seller in fact establishes that the assignee is not a Sanctioned Person; and (iii) Purchaser remains liable for all obligations hereunder through the Closing Date, including but not limited to liability for the payment of any transfer tax imposed with respect to such assignment. Purchaser shall notify Seller of any assignment no less than five (5) business days prior to the Closing Date.

21. Article Headings. The headings of the various Articles of this Agreement have been inserted only for the purpose of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, qualify or restrict any of the provisions of this Agreement.

22. Governing Law. THIS AGREEMENT SHALL BE INTERPRETED, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO SHALL FOR ALL PURPOSES BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OR COMMONWEALTH IN WHICH THE PREMISES ARE LOCATED APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED WITHIN SUCH JURISDICTION.

23. Waiver of Jury Trial. IT IS MUTUALLY AGREED BY AND BETWEEN SELLER AND PURCHASER THAT THE RESPECTIVE PARTIES HERETO SHALL AND DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE

OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS WAIVER AND HAS BEEN ADVISED BY COUNSEL AS NECESSARY OR APPROPRIATE. THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY BY THE PARTIES HERETO.

24. Waiver of Formal Tender. The requirement for formal tender of payment and deed is hereby waived.

25. No Recording. Neither party shall record this Agreement or any memorandum thereof without the prior written consent of the other party, which consent may be withheld in such party's sole discretion.

26. Compliance.

(a) Purchaser represents, warrants and covenants to Seller that (i) no Covered Entity (as hereinafter defined) or any Person (as hereinafter defined) providing funds to Purchaser for the purchase of the Premises is a Sanctioned Person (as hereinafter defined); (ii) no Covered Entity is directly or indirectly controlled by a Sanctioned Person; (iii) none of the funds used by Purchaser to purchase the Premises will be derived from any unlawful activity; (iv) each Covered Entity is in compliance with, and shall continue to comply with, all Anti-Terrorism Laws (as hereinafter defined); and (v) Purchaser is not acting hereunder and will not act hereunder for or on behalf of a Sanctioned Person.

(b) Purchaser shall provide to Seller all information reasonably requested by Seller from time to time relating to the sources of funds and/or Persons conducting business with Purchaser, including, but not limited to, the full legal name of Purchaser and/or the beneficial owners of Purchaser, their primary residences or places of business, social security numbers or company tax identification numbers, dates of birth and/or their percentage ownership of Purchaser and copies of Purchaser's and/or its beneficial owners' organizational and governing documents.

(c) In the event that (i) any of the representations or warranties contained in subparagraph (a) above shall be inaccurate or incomplete, (ii) it is determined that any covenant set forth in subparagraphs (a) or (b) above has been breached, (iii) the information Purchaser provides under subparagraph (b) above is inaccurate or incomplete and/or (iv) Seller determines, in its good faith judgment, that (x) completion of the purchase and sale of the Premises could violate any Anti-Terrorism Law or any other Law, (y) the source of Purchaser's Down Payment or any of the sources of funds for the Purchase Price are derived from any illegal activity or any marijuana-related business or (z) the intended future use of the Premises is for any marijuana-related use (including, without limitation, a medical marijuana dispensary), then Seller shall have the right to terminate this Agreement whereupon the Down Payment shall be returned to Purchaser without interest and Seller shall be released from any further liability under this Agreement.

(d) As used in this Article 26, the following terms shall have the meanings set forth below:

"Anti-Terrorism Laws" means any Laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, and any regulation, order,

or directive promulgated, issued or enforced pursuant to such Laws, all as amended, supplemented or replaced from time to time.

“Covered Entity” means (a) Purchaser and each direct or indirect subsidiary of Purchaser and (b) each Person (as hereinafter defined) that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person means the direct or indirect (x) ownership of, or power to vote, 25% or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

“Law” means any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, issued guidance, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award of or any settlement arrangement, by agreement, consent or otherwise, with any governmental authority, foreign or domestic.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

“Sanctioned Person” means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of Premises or rejection of transactions), under any Anti-Terrorism Law.

27. Miscellaneous.

(a) If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision shall be fully severable; the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from the Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible which is and shall be legal, valid and enforceable.

(b) This Agreement may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Execution and delivery of a counterpart of this Agreement (i) by PDF copy bearing the PDF signature of a duly authorized officer of any party hereto, whether delivered by facsimile, e-mail or physical delivery service, or (ii) by electronic signature of a duly authorized officer of any party hereto, including, without limitation, “click through” acceptance, pursuant to electronic signature procedures Seller or Purchaser may establish from time to time, shall be equally as effective as delivery of a manually executed counterpart of this Agreement and shall constitute a valid and binding execution and delivery of this Agreement by such party. Each of Seller and Purchaser agrees that: (x) each PDF

Signature and/or Electronic Signature of such party will be enforceable to the same extent as a manual signature, whether in court or otherwise; and (y) such party will not raise any defenses or regulatory or statutory claims attempting to invalidate the enforceability of its PDF Signature or Electronic Signature.

(c) In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute, and deliver or cause to be performed, executed, and delivered at the Closing or after the Closing any and all such further and reasonable acts, deeds, and assurances as may be reasonably necessary to consummate the transaction contemplated hereby in accordance with this Agreement.

(d) The parties acknowledge that either of them may elect to effect the sale or purchase of the Premises as an exchange pursuant to Section 1031 of the Internal Revenue Code and will cooperate in the accomplishment of that purpose, provided that neither party shall incur any liability or expense beyond those inherent in an acquisition or sale of the Premises nor be delayed in the Closing. Either party may assign this Agreement to an intermediary for the purpose of effectuating a 1031 exchange; provided, however, that Purchaser shall provide Seller with any information reasonably requested to establish that Purchaser's intermediary is not a Sanctioned Person, and shall do so in advance of the Closing such that the Closing Date is not delayed.

(e) If either party shall bring an action or suit or proceeding (including any cross-complaint, counterclaim or third party suit) against the other party by reason of the breach or alleged breach of any covenant, term or obligation of this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including reasonable attorneys' fees and expenses.

(f) If the time for performance of any of the terms, conditions and provisions hereof shall fall on a Saturday, Sunday or bank holiday, then the time of such performance shall be extended to the next business day thereafter.

28. Purchaser's Right and Obligation of Inspection During Contingency Period. The parties acknowledge that Purchaser needs an adequate opportunity to make such legal, factual and other inquiries and investigations as Purchaser deems necessary with respect to the Premises. To allow Purchaser the opportunity to ascertain the feasibility of the purchase, Purchaser is granted until 5:00 p.m. (Eastern Time) on July 30, 2024 (the "Contingency Period") to satisfy itself, in its sole discretion, that the Premises is suitable for Purchaser's needs. The parties agree to confirm the expiration date of the Contingency Period by email.

Seller agrees to provide to Purchaser, within five (5) business days of the Effective Date, documents and other items pertaining to the Premises which are non-proprietary and are in the possession of those employees of Seller who are responsible for the current management and operation of the Premises and readily obtainable; provided, however, that Seller shall provide Purchaser with any environmental reports or studies with respect to the Premises only upon receipt of Seller's form environmental release letter duly signed by Purchaser. There is no obligation on Seller's part to obtain such information from any third party. The material provided may have been obtained from various sources, and, while assumed to be true, correct and reliable, Seller makes no warranty or representation, express or implied, as to the accuracy or comprehensiveness of the

information provided. Purchaser acknowledges that it shall rely upon its own investigation, develop its own independent estimate of income and expenses, and fully inspect the Premises, including, without limitation, concerning structural and environmental matters, before making its independent decision concerning its obligation to complete the purchase. Seller agrees that at any reasonable time and from time to time during the Contingency Period, Purchaser shall have the right to fully inspect the Premises. Purchaser may conduct the inspections and tests desired by Purchaser so long as:

(i) such tests and inspections do not disrupt the use of the Premises by Seller and by the tenants thereof (if any);

(ii) any damage to the Premises is repaired to at least as good a condition as existed prior to the test;

(iii) Purchaser shall not conduct any invasive environmental testing unless a Phase I study of the Premises recommends such testing, and such testing is subject to such reasonable conditions as may be prescribed by Seller; and

(iv) Prior to any entry, Purchaser shall provide Seller with a certificate of insurance naming Seller as an additional insured thereon and evidencing liability and contractual liability coverage reasonably satisfactory to Seller for Purchaser's inspection activities.

All tests and repairs, if needed, shall be at the cost of Purchaser. Purchaser further agrees to indemnify and hold Seller harmless from any loss, liability or expense incurred by Seller arising out of or in connection with any claim, damage or loss as a result of Purchaser's actions or inactions in conducting the tests upon the Premises, or any third party's property or injury to or death of any person arising out of Purchaser actions or inactions in conducting tests on the Premises.

In the event Purchaser determines that the Premises is not suitable for Purchaser's needs, Purchaser shall deliver written notice to Seller, on or before 5:00 p.m. (Eastern Time) on the last day of the Contingency Period that Purchaser will not purchase the Premises and this Agreement shall be deemed to be terminated. In the event Seller does not receive written notification on or before the last day of the Contingency Period, it shall be presumed that Purchaser intends to complete the purchase, waives any and all contingencies, and the Down Payment shall be due. Promptly upon termination, in accordance with this Article, Seller shall return any Down Payment to Purchaser, if such Down Payment has been paid, and the parties hereto shall have no further obligations hereunder except for the rights and obligations that expressly survive Closing.

29. Limitation of Indemnifications. To the extent applicable, if at all, the indemnifications in this Agreement are limited by and subject to the provisions of Section 56-7-1 of the New Mexico Statutes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

WITNESS:

SELLER:

PNC BANK, NATIONAL ASSOCIATION
a national banking association

By: _____

Name: _____

Title: _____

PURCHASER:

CITY OF TRUTH OR CONSEQUENCES
a political subdivision of the State of New Mexico

By: _____

Name: _____

Title: _____

Tax Identification Number: _____

EXHIBITS

- A. Legal Description
- B. Permitted Encumbrances

EXHIBIT A

LEGAL DESCRIPTION

THE LEGAL DESCRIPTION IS NOT WARRANTED OR GUARANTEED BY SELLER

Lot One (1) and Two (2) in Block 103 of the original Hot Springs Townsite, Truth or Consequences (formerly Hot Springs), Sierra County, New Mexico, according to the Plat on file in the Office of the Clerk of said County.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Possible additional assessments for taxes, either prospective or retroactive, for new construction or for any major improvements, as well as for current year's taxes levied or to be levied and not yet certified.
2. Unrecorded easements, discrepancies, or conflicts in boundary lines, shortages in area and encroachments which an accurate and complete survey would disclose, or which are not shown by the public records.
3. Rights or claims of any parties in possession.
4. Unfiled municipal claims.
5. Easements and rights granted for utilities.
6. Rights, public and private, in and to any portion of the Premises that lies within the right of way of any public street or alley abutting the Premises.
7. Zoning and building laws, ordinances, and regulations.
8. From the date of the Deed and continuing thereafter for a period of Five (5) years, the Premises shall not be used for the purpose of conducting or in connection with (A) the business of a commercial bank, savings bank, savings and loan association, credit union or mortgage bank, or other financial services organization, including, without limitation the installation and operation of an automated teller machine or machines, and/or a night depository or safe deposit boxes; provided, however, that Seller and its successors and assigns shall not be subject to such restrictions; or (B) any marijuana-related use (including, without limitation, a medical marijuana dispensary). These restrictions shall appear in the deed to the Premises and may include statements regarding Seller's ability to enforce such restrictions by injunctive relief in addition to other rights and remedies available at law or in equity.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: H.2

SUBJECT: Presentation/Discussion/Action – Electronic Message Board

DEPARTMENT: Community Development

DATE SUBMITTED: April 18, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: David Johnson Facility Maint. Manager

Summary/Background:

Superior Sign and Lighting will be onsite to demo an electronic message board.

Recommendation:

Attachments:

-
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 7-24-24



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: H.3

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: July 17, 2024
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Angie Gonzales, City Manager

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 7-24-24

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 07/24/2024

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
92510	State of NM General Service	Unemployment Bill from FY 23-24	Kerin Salcedo	Finance	\$ 40,877.26	
92621	Vermeer Mountain West Inc	Heavy Equipment	Arnie Castaneda	W/WW	\$ 58,000.00	
92623	Melloy Chevrolet	2024 Chevy Colorado 4 WD Extended Cab Truck	Arnie Castaneda	W/WW	\$ 36,500.00	
92682	Advanced Building Solutions	Service Center Building Repairs	Traci or Andy Alvarez	Fleet	\$ 35,425.00	
92712	DC Professional Partners LLC	Repairs on PD Unit	Luis Tavizon	PD	\$ 29,000.00	

\$ 199,802.26

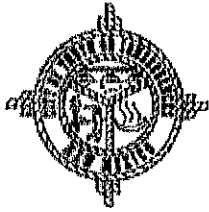
ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Mayor

Date



REQUISITION

Requisition #: 92510

Date: 07/05/2024

Vendor #: 5414

ISSUED TO: STATE OF NM GENERAL SERVICE
P.O. BOX 6850
SANTA FE, NM 87502-6850

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 101-1003-41235	1,718.14
2	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 101-1006-41235	923.20
3	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 101-1007-41235	7,423.00
4	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 101-1008-41235	865.02
5	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 101-1009-41235	1,193.26
6	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 101-1010-41235	739.91
7	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 101-1011-41235	2,970.99
8	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 101-1012-41235	932.87
9	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 101-1013-41235	591.18
10	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 101-1014-41235	1,588.19
11	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 101-1016-41235	1,207.11
12	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 295-4803-41235	889.88
13	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 502-3601-41235	2,250.44
14	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 503-3702-41235	3,483.28
15	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 504-3803-41235	1,627.73
16	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 505-3904-41235	4,388.17
17	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 506-4005-41235	2,504.78
18	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 508-4303-41235	959.32
19	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 101-1004-41235	2,633.53
20	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 101-1001-41235	1,156.29
21	0 UNEMPLOYMENT BILL 30-JUL-2022-FY23		0.00 509-4403-41235	830.97

PO Description: UNEMPLOYMENT BILL 30-JUL-2022-FY23

Detailed Description:

FY 22-23 UNEMPLOYMENT BILL
FINANCE DEPT

Authorized By: _____

SUBTOTAL:	40,877.26
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	40,877.26

Customer Account	Statement Date
C-M0098-35403	Jul 15, 2024

CITY OF TRUTH OR
KERIN SALCEDO
505 SIMS STREET

KSALCEDO@TORCNM.ORG

STATEMENT OF ACCOUNT

State of New Mexico
Administrative Services Division
P.O. Box 6850
Santa Fe, NM 87502-6850

Page: 1

Local Public Body Unemployment

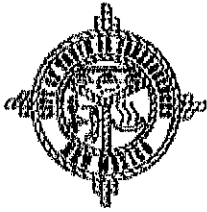
Agency 350
Fund 35403
Department 5505000000
Vendor 0000056909
Location 11

PLEASE INDICATE INVOICES BEING PAID

To be Paid	Invoice / Payment Reference Number	Invoice / Payment Date	Invoice Due Date	Item Type	Invoice / Payment Amount	Balance Forward
☐	GSD-104973	7/31/2023	9/15/2023	LPBU	40,877.26	40,877.26

Current	1 - 30 Days	31 - 60 Days	60 Days +	Account Balance	AMOUNT DUE
0.00	0.00	0.00	40,877.26	40,877.26	40,877.26

NOTICE: Please review and report any discrepancies within 5 days to GSD.Billing@state.nm.us



REQUISITION

Requisition #: 92621

Date: 07/15/2024

Vendor #: 9118

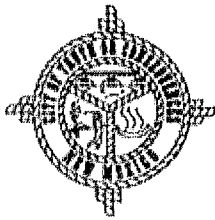
ISSUED TO: VERMEER MOUNTAIN WEST INC
17019 S WEBER DRIVE
CHANDLER, AZ 85226-

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

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	HEAVY EQUIPMENT		0.00	504-3803-80845	29,000.00
					506-4005-80845	29,000.00
PO Description: HEAVY EQUIPMENT						
Detailed Description:						
W/WW						

Authorized By: _____

SUBTOTAL:	58,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	58,000.00



REQUISITION

Requisition #: 92682

Date: 07/19/2024

Vendor #: 7063

ISSUED TO: ADVANCED BUILDING SOLUTIONS, L
P.O. BOX 311
ELEPHANT BUTTE, NM 87935-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 SERVICE CENTER BLDG REPAIRS & MAIN		0.00 101-1012-43403	35,425.00
PO Description: SERVICE CENTER BLDG REPAIRS				
Detailed Description: PENDING COMMISSION APPROVAL 7-24-24 STUCCO RESTORATION AND WINDOW INSTALLATION, REPAIR AND REPLACEMENT				

Authorized By: _____

SUBTOTAL:	35,425.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	35,425.00

Advanced Building Solutions

PO Box 311
Elephant Butte, NM 87935
575-571-1461
GB 98 #: 359773
Advancedbuildingsolutions01@gmail.com



Date	Services Performed By:	Services Performed For:
07/19/2024	Advanced Building Solutions PO Box 311 Elephant Butte, NM 87935	City of TorC 2700 S. Broadway TorC, NM 87901

Statement of Work (SOW) (#071924) Agreement for: Windows

This Statement of Work is issued between City of TorC (“Client”) and Advanced Building Solutions (“Contractor”), effective 07/19/2024. This SOW lists the period of performance, outlines the scope of work required, deliverable materials, project change control procedures, and summarizes the fee schedule.

Period of Performance

The Services shall commence on – to be determined upon acceptance of this SOW agreement.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

❖ Stucco Restoration and Windows:

- Pressure wash entire exterior, knock off all loose and falling stucco.
- Apply heavy coat of clear primer adhesive over entire exterior of building.
- Remove and replace 11 4'x4', and 1 2'x2' window.
- Cut out existing windows frame in for new windows throughout. Install windows install window wrap seal over each flange per code.

- Stucco patch all areas were needed, using STO prime base with mesh. Contractor to texture stucco to match.
- Spot primer all areas needed and or apply 2nd clear primer coat over exterior.
- Apply 2 heavy coats of elastomeric dura coat exterior stucco finish.
- Clean all debris, leave jobsite cleaned.

Client responsibilities

- n/a

Contractor responsibilities

- Contractor will supply all labor, material, and insurance

Deliverable Materials

Contractor will pick up and deliver materials needed to perform the scope of work as listed above.

Project Change Control Procedures

The following processes will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating changes or additions to this SOW. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Project Managers (Contractor and Client) will review the proposed change and approve it for further investigation or reject it. If an investigation is authorized, the effect on the project SOW price and schedule will be determined. Both Project Managers will sign the coordinated PCR, which will constitute approval and the Contractor will invoice Client for any such charges.

- Any unforeseen and additional work not listed on above SOW will be discussed with client and will be billed as time and material or a set agreed upon price.

Fee Schedule

Payment plan will be half down at signing then periodic draws per progress on the job. The last payment will be due upon final inspections.

- Subtotal for labor/material: \$32,500.00
 - Taxes, Licensing, Permits: \$2,925.00
- **Total for all above: \$35,425.00**

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

City of TorC

Signature: _____

Date: _____

Advanced Building Solutions

Signature: _____

Date: _____

QUOTATION

Jose Flores

Company Address
1793 Seldon Avenue
Phone: 575-639-4242

Date (06/05/2024)
Quotation # 1
Customer ID

Quotation For
[REDACTED]
City of T or C Service Center
[REDACTED]

Quotation valid until #VALUE!
Prepared by JF

Comments or Special Instructions
None

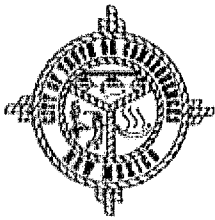
Salesperson	P. O. Number	Ship Date	F.O.B. Point	Terms

Quantity	Description	Unit Price	Taxable?	Amount
1	restucco: 1 coat of base coat, 2 coat with mesh and imbedded, 3 coat of finish with the owners choice of color	\$ 37,500.00		\$ 37,500.00
1	replace and install new windows	\$ 5,000.00		\$ 5,250.00
1	Labor	\$ 4,875.00		\$ 4,875.00

If you have any questions concerning this quotation, please contact:
Sam at (123) 456-7890.

Thank you for your business!

Subtotal	\$ 47,625.00
Tax Rate	8.38%
Sales Tax	\$ 3,990.98
Other	
TOTAL	\$ 51,616.06



REQUISITION

Requisition #: 92712

Date: 07/23/2024

Vendor #: 9114

ISSUED TO: DC PROFESSIONAL PARTNERS LLC D
121 TENNESSE ST NE
ALBUQUERQUE, NM 87108-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 REPAIRS ON PD UNIT 14652G		0.00 101-1006-47420	29,000.00
PO Description: REPAIRS ON PD UNIT 14652G Detailed Description: REPAIRS FOR DURANGO 14652G BASED ON ESTIMATE PD				

Authorized By: _____

SUBTOTAL:	29,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	29,000.00

**Duke City Auto Body and Collision
Center**

121 Tennessee St NE, Albuquerque, NM 87108
Phone: (505) 916-1536

Workfile ID: 7b322660
PartsShare: 82699X

Preliminary Estimate

Customer: Romero, Leslie

Job Number:

Written By: Gabriela Pedroza

Insured: Romero, Leslie
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Romero, Leslie
(575) 343-5881 Business

Inspection Location:
Duke City Auto Body and Collision Center
121 Tennessee St NE
Albuquerque, NM 87108
Repair Facility
(505) 916-1536 Business

Insurance Company:

VEHICLE

2021 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI

VIN: 1C4SDJFTXMC825746	Interior Color:	Mileage In:	Vehicle Out:
License: 14652G	Exterior Color:	Mileage Out:	
State:	Production Date:	Condition:	Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel

Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

Xenon or L.E.D. Headlamps

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

TRUCK

Rear Step Bumper

Preliminary Estimate

Customer: Romero, Leslie

Job Number:

2021 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		RESTRAINT SYSTEMS					
2	Repl	RT Head air bag	68250178AF	1	483.00 m	0.8 M	
3		Air bag system diagnosis			m	0.7 M	
4	Repl	Knee air bag black	5SJ64DX9AD	1	1,170.00 m	0.5 M	
5	#	Disarm airbags		1		1.5 M	
6	Repl	PsngR air bag	68435746AF	1	925.00 m	0.6 M	
7	Repl	RT Ft impact sensor	68606355AA	1	15.75 m	0.4 M	
8	Repl	Driver air bag w/o SRT design	5ZD021X9AF	1	1,505.00 m	Incl. M	
9	Repl	RT Retractor assy black	6JW82DX9AF	1	328.00	0.3	
10	Repl	Clockspring w/o pwr adj column, w/o heated wheel all	7HJ36DX9AA	1	484.00 m	1.0 M	
11	Repl	LT Ft impact sensor	68606355AA	1	15.75 m	0.4 M	
12	Repl	LT Retractor assy black	6JW83DX9AF	1	318.00	0.3	
13		WINDSHIELD					
14	Repl	Windshield NAGS w/o rain sensor	DW02219GTy	1	671.25	2.0	
15	R&I	Mirror inside w/auto dimming w/o auto hi-beam, w/o handsfree				Incl.	
16		INSTRUMENT PANEL					
17	Repl	Instrument panel w/o leather trim	7EG98DX9AB	1	1,115.00	6.5	
18	R&I	Cluster assy 5.7 liter				Incl.	
19	R&I	Glove box frame				Incl.	
20		PILLARS, ROCKER & FLOOR					
21	R&I	RT Rocker molding w/chrome				0.9	
22	R&I	LT Rocker molding w/chrome				0.9	
23		ROOF					
24	*	Repl Headliner w/o sunroof, w/Illum vanity mirrors beige	6UJ28HDAAB	1	2,120.00	<u>6.0</u>	
25		FRONT DOOR					
26	*	Rpr LT Door shell				<u>2.0</u>	2.4
27		Add for Clear Coat					1.0
28	*	Rpr LT Power mirror w/o memory bright white				<u>1.0</u>	0.6
29		Overlap Minor Panel					-0.2
30		Add for Clear Coat					0.1
31	R&I	LT Handle, outside painted, all bright white				0.3	
32	#	Repl Door Graphics		1			
33	R&I	LT Belt molding				0.1	
34	*	Blnd RT Door shell					<u>1.2</u>
35	R&I	RT Belt molding				0.1	
36	R&I	RT Power mirror w/o memory bright white				0.3	
37	R&I	RT Handle, outside painted, all bright white				0.3	

Preliminary Estimate

Customer: Romero, Leslie

Job Number:

2021 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI

38	FENDER						
39	**	Repl	A/M CAPA RT Fender	55369734AD	1	322.00	2.0
40			Overlap Major Adj. Panel				-0.4
41			Add for Clear Coat				0.3
42			Add for Edging				0.5
43			Add for Clear Coat				0.1
44	**	Repl	A/M CAPA LT Fender	55369735AD	1	313.00	2.0
45			Overlap Major Adj. Panel				-0.4
46			Add for Clear Coat				0.3
47			Add for Edging				0.5
48			Add for Clear Coat				0.1
49		Repl	RT Fender liner all	68504092AA	1	92.45	Incl.
50		Repl	LT Fender liner all	68504093AA	1	92.45	Incl.
51		Repl	RT Filler panel	68258780AA	1	30.50	0.2
52		Repl	LT Filler panel	68277369AA	1	47.75	0.2
53		Repl	RT Wheel flare w/o body color	57010620AF	1	263.00	0.3
54		Repl	LT Wheel flare w/o body color	57010621AF	1	263.00	0.3
55	*	Rpr	LT Upper rail (HSS)			s	5.0
56		Repl	LT Rail reinf upper	68048927AB	1	115.00	1.9
57	HOOD						
58		Repl	Hood (ALU)	55369453AF	1	1,095.00	1.9
59			Overlap Major Adj. Panel				-0.4
60			Add for Clear Coat				0.5
61			Add for Underside(Complete)				1.5
62			Add for Clear Coat				0.3
63		Repl	Seal	68084598AC	1	77.45	Incl.
64		R&I	Insulator				Incl.
65	COOLING						
66		Repl	Radiator w/HD cooling w/R1234YF	68480070AC	1	325.00 m	Incl.
67		Repl	Upper seal	52014536AA	1	42.90	Incl.
68		Repl	Fan assy all	68482591AC	1	509.00 m	Incl.
69		Repl	RT Side shield w/R1234YF	68455224AA	1	27.80	Incl.
70		Repl	LT Side shield w/R1234YF	68455225AA	1	27.80	Incl.
71		Repl	Recovery tank	5165708AA	1	157.00	0.3
72		Repl	Cap	5156130AA	1	10.45	
73	AIR CONDITIONER & HEATER						
74		Repl	Condenser w/o trans cooler	68480076AC	1	315.00 m	Incl. M
75			AC Service evacuate & recharge			m	1.4 M
76			AC Service refrigerant recovery			m	0.4 M
77	RADIATOR SUPPORT						
78		Repl	Upper tie bar	5156109AB	1	402.00	Incl.
79			Overlap Minor Panel				-0.2
80		Repl	LT Support bracket	68227827AA	1	149.00	Incl.
81			Add for skid plate				0.3

Preliminary Estimate

Customer: Romero, Leslie

Job Number:

2021 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI

82		Add for trans cooler			m	0.3	M	
83	Repl	RT Support bracket	68227826AA	1	149.00	Incl.		
84	Repl	Lower support	5156113AA	1	593.00	12.5		1.4
85		Overlap Major Non-Adj. Panel						-0.2
86		Add for P/Strg cooler			m	0.2	M	
87		Add for trans cooler			m	0.3	M	
88	FRONT LAMPS							
89	Repl	RT Headlamp assy w/o auto high beam chrome bezel	68433780AE	1	1,310.00	Incl.		
90		Aim headlamps				0.5		
91	Repl	LT Headlamp assy w/o auto high beam chrome bezel	68433781AE	1	1,310.00	Incl.		
92	Repl	RT Side marker lamp	68476818AA	1	41.05	0.1		
93	Repl	LT Side marker lamp	68476819AA	1	41.05	0.1		
94	FRONT BUMPER							
95	Repl	RT Bumper cover lower bracket	68411418AE	1	10.40			
96		O/H bumper assy				3.1		
97	Repl	Bumper cover w/o prk aid	68510292AD	1	660.00	Incl.		3.0
98		Add for Clear Coat						1.2
99		Add for distance sens			m	0.4	M	
100		Add for fog lamps				0.4		
101	Repl	Lower grille w/pursuit	7EJ44RXFAA	1	93.45	Incl.		
102	#	Repl BRUSH GUARD		1				
103	Repl	Deflector	68466312AA	1	78.95	Incl.		
104	Repl	Energy absorber	68533296AA	1	80.00	Incl.		
105	Repl	RT Outer grille w/o fog lamps	68460454AB	1	38.85	Incl.		
106	Repl	LT Outer grille w/o fog lamps	68460455AB	1	38.85	Incl.		
107	Repl	LT Bumper cover lower bracket	68411419AE	1	10.05			
open	Repl	RT Support bracket	SEE FOOTNOTE	1				
open	Repl	LT Support bracket	SEE FOOTNOTE	1				
110	Repl	RT Bumper cover upper bracket	68533282AA	1	110.00			
111	Repl	LT Bumper cover upper bracket	68533283AA	1	110.00			
112	GRILLE							
113	Repl	Grille SXT, CITADEL, PURSUIT	6UZ19MALAA	1	416.00	Incl.		
114	Repl	Sight shield	5113714AC	1	114.00	0.2		
115	Repl	Reinforcement	68227833AA	1	92.05	0.1		
116	MISCELLANEOUS OPERATIONS							
117	Repl	Cover car/bag		1		0.2		
118	#	Subl Hazardous waste removal		1	5.00	X		
119	#	Color tint / color match		1	10.00			
120	#	Repl PreScan		1		0.5	M	
121	#	Repl PostScan		1		0.5	M	
122	#	Rpr Setup & measure				2.0	F	
123	#	Rpr Rough pull				2.0	F	
124	#	Repl Seam sealer/caulking		1	65.00	T		

Preliminary Estimate

Customer: Romero, Leslie

Job Number:

2021 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI

125	#	Remove Decals/stickers/labels		1		2.0	
126	**	Repl A/M Windshield washer fluid		1	5.99	T	
127	#	Repl Graphics +25%		1	186.25		
128	#	Push Guard Shipping		1	47.00		
129	#	Repl Push Guard +25%		1	906.29		
130	**	Repl A/M Coolant		3	53.97	T	
131	INFORMATION LABELS						
132		Rpl information labels					0.3
133	Repl	AC label R134A	68190201AA	1	14.00		Incl.
134	Repl	Emission label 5.7 liter all	68495563AA	1	8.00		Incl.
135	ENGINE						
136	Repl	Intake duct	68022213AB	1	114.00	m	Incl. M
137	Repl	Resonator	52126389AB	1	268.00	m	0.3 M
SUBTOTALS					20,808.50	69.1	22.1

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				20,678.54
Body Labor	54.9 hrs	@	\$ 65.00 /hr	3,568.50
Paint Labor	22.1 hrs	@	\$ 65.00 /hr	1,436.50
Mechanical Labor	10.2 hrs	@	\$ 125.00 /hr	1,275.00
Frame Labor	4.0 hrs	@	\$ 98.00 /hr	392.00
Paint Supplies	22.1 hrs	@	\$ 45.00 /hr	994.50
Miscellaneous				129.96
Subtotal				28,475.00
Sales Tax	\$ 6,672.00	@	7.5800 %	505.74
Grand Total				28,980.74

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

Preliminary Estimate

Customer: Romero, Leslie

Job Number:

2021 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3TG11, CCC Data Date 06/17/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: Romero, Leslie

Job Number:

2021 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
39	Keystone, Inc 3800 PRINCE ST SE ALBUQUERQUE NM 87105 (505) 341-2300	#CH1241273PP A/M CAPA RT Fender Quote: 2557100122 Expires: 08/09/24	\$ 322.00
44	Keystone, Inc 3800 PRINCE ST SE ALBUQUERQUE NM 87105 (505) 341-2300	#CH1240273PP A/M CAPA LT Fender Quote: 2557100779 Expires: 08/09/24	\$ 313.00



Prepared By
Email

Daniel Luna
daniel.luna@vermeermw.com

Quote Number 00017347
Quote Date 10/19/2023
Expiration Date 11/18/2023

Address Information

Bill To Name	City of Truth or Consequences Water Departmen	Ship To Name	City of Truth or Consequences Water Departmen
Bill To	312 Third St Truth or Consequences, NM	Ship To	312 Third St Truth or Consequences, NM

Quote Line Items

Product	Line Item Description	Quantity	List Price	Total Price
CVGT1008 (CV G Trailer Series)	CV873GT, 14K GVWR, 2X150 GAL WTR TANKS	1.00	\$50,780.00	\$51,101.89
CVGT3510 (CV G Trailer Series)	Manual Jack	1.00	\$345.00	\$345.94

Customer Additions

PART # 8043884 VACUUM OPTION VALVE \$499.78
BOX CLEANOUT

Additional Tax

Additional Tax \$0.00

Additional Comments

Vermeer Sourcewell Contract # 110421-VRM
City of Truth or Consequences Sourcewell # 73145
10% discount from list price off vacuum truck
9% discount from list price off manual jack

Terms

Customer Signature: _____	Subtotal	\$51,941.61
Vermeer Signature: _____	Factory FRT & Prep	\$6,000.00
	Sales Tax	\$0.00
	PURCHASE TOTAL	\$57,941.61
	Net Payable	\$57,941.61

Terms and Conditions

The new equipment warranty for Vermeer Industrial Products is attached to this Sales Order and is part of this contract. Please read it carefully before signing. No express warranty is made unless identified on this Sales Order. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED ON BOTH SIDES OF THIS PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

1/2 wtr # 80545
1/2 wtr # 80545



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

CITY OF TRUTH & CONSEQUENCES
MEMBER #73145
1595 ANIMAL SHELTER RD.
TRUTH & CONSEQUENCES NM 87901

Quotation

Information

Quotation No. 20213560
Document Date 07/08/2024
Customer No. 515447
Dealership DITCH WITCH SALES OF NEW MEXICO
ALBUQUERQUE
PO HX30G quote 7/18/2024
Created by Jon McLarty

Global Account Price Quote Quote Valid until : 08/05/2024

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 3

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	<i>SOURCEWELL CONTRACT</i> <i>110421-CMW</i> ***** <i>PER SOURCEWELL CONTRACT</i> <i>PLEASE ISSUE PURCHASE ORDER TO:</i> <i>CHARLES MACHINE WORKS</i> <i>1959 W FIR AVENUE</i> <i>PERRY, OK 73077</i> ***** HX30GA - HX30GA With the following configuration: Filter Cyclonic Separator Debris Tank 800 Gallon Water Tank 200 Gallons Reverse Flow No Hose and Tooling 3 Inch Controls Right Hand Traffic Water Heater No Options 2 Year Ext Warranty Options 6-4 Reducer Options Lance Extension - 48in Options Prospector Digging Lance Options Trailer Tongue Tool Box			49,857.30

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617

Sold-to Party Address

CITY OF TRUTH & CONSEQUENCES
MEMBER #73145
1595 ANIMAL SHELTER RD.
TRUTH & CONSEQUENCES NM 87901

Quotation

Information

Quotation No. 20213560
Document Date 07/08/2024
Customer No. 515447
Dealership DITCH WITCH SALES OF NEW MEXICO
ALBUQUERQUE
PO HX30G quote 7//8/2024
Created by Jon McLarty

Global Account Price Quote Quote Valid until : 08/05/2024

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 2 of 3

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	HX Boom None Prospector Digging Lance Yes Trailer Tongue Tool Box Yes Hydraulic Oil Standard Color Standard Trailer Jack Hydraulic			
1EA	301-5571 - REDUCED FHC BODY (64F-96F)			367.23
1EA	259-1012 - PROSPECTOR EXTENSION, 48"LG W/ FITTING			20.72
1EA	799-1488 - HX30G EXTENDED WARRANTY (2YR)			2,728.62
1EA	HX30GA-PREP - HX30GA Vacuum Excavator Prep As sembly			
1EA	025-1033 - VT20 800 GAL STANDARD TRAILER			17,572.35

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617

Sold-to Party Address

CITY OF TRUTH & CONSEQUENCES
MEMBER #73145
1595 ANIMAL SHELTER RD.
TRUTH & CONSEQUENCES NM 87901

Quotation

Information

Quotation No. 20213560
Document Date 07/08/2024
Customer No. 515447
Dealership DITCH WITCH SALES OF NEW MEXICO
ALBUQUERQUE
PO HX30G quote 7//8/2024
Created by Jon McLarty

Global Account Price Quote Quote Valid until : 08/05/2024

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

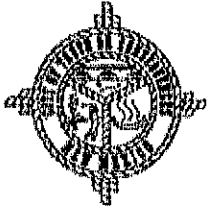
Page 3 of 3

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
		Corporate Account Price		70,546.22
		Total Freight		2,300.00
		Total Tax		6,107.58
		Installation Charge		80.00
		Total Amount		\$ 79,033.80

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



REQUISITION

Requisition #: 92623

Date: 07/15/2024

Vendor #: 3324

ISSUED TO: MELLOY CHEVROLET
357 EMILIO LOPEZ RD
LOS LUNAS, NM 87031

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

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	WTR- 2024 CHEVY COLORADO		0.00	504-3803-80810	36,500.00
PO Description: WTR-2024 CHEVY COLORADO Detailed Description: 2024 CHEVROLET COLORADO 4WD EXTENDED CAB STATE CONTRACT 00-00000-20-00088 METER READER TRUCK						

Authorized By: _____

SUBTOTAL:	36,500.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	36,500.00

SINCE 1952

MELLOY



FLEET

July 15, 2024

City of Truth or Consequences

New Mexico State Price Agreement: 00-00000-20-00088

Item #6 – 2024 Chevrolet Colorado 4WD Extended Cab, White

Base Price	\$32,457.00
Option P – Crew Cab	\$1,900.00
Option T – Engine, TurboMax 2.7L	\$1,250.00
Option AI – Mirrors, Power (required)	\$170.00
Option AR – Remote Keyless Entry (required)	\$30.00
Option BH – Trailer Tow Package	\$250.00
Option BQ – Window Tint	\$425.00
Total	\$36,482.00

Karen Sluga

Melloy Auto Group

Fleet/Government Sales

karen@melloyfleet.com

Please make PO to:

Melloy Chevrolet

377 Emilio Lopez Rd

Los Lunas, NM 87031

(505)866-3180



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AG) 0000137868
MJLL, Inc.
dba Melloy Chrysler-Jeep-Dodge-RAM
357 Emilio Lopez Rd
Los Lunas, NM 87031

Contact: Randy Witt
Email: randy@melloyfleet.com
Telephone No.: (505) 866-3005 or (505) 866-3180

Number: 00-00000-20-00088

Amendment No.: Fifteen

Term: March 5, 2021 – March 4, 2024

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local
public bodies allowed by law

Procurement Specialist: Karen G. Acosta Gonzalez *KGA*

Telephone No.: (505) 372-9264

Email: Karen.Acosta-Gonzal@gsd.nm.gov

Invoice:
As Requested

Title: Automotive Vehicles -- SUV's & Trucks

This amendment is to be attached to the respective Price Agreement and become a part thereof.

Price increase for Vendor (AG) MJLL, Inc.:

Item	Article and Description	Current Price	New Price
2	Grand Cherokee Laredo E 4WD	\$27,736.00	\$41,321.00

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

A handwritten signature in black ink, appearing to read "Dorothy Mendonca".

Date: 1/31/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

Certificate Of Completion

Envelope Id: 904650E98C64CD4BB65167EFE3105BD

Subject: Amendment 00-00000-20-00088 Automotive Vehicles SUVs & Trucks

Source Envelope:

Document Pages: 1

Signatures: 1

Certificate Pages: 6

Initials: 2

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:

Karen G Acosta

1100 S Saint Francis Dr

Santa Fe, NM 87502

Karen.Acosta-Gonzal@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Karen G Acosta

Location: DocuSign

1/30/2024 4:08:41 PM

Karen.Acosta-Gonzal@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Natalie Martinez

Natalie.Martinez1@gsd.nm.gov

Deputy Director

New Mexico General Services

Security Level: Email, Account Authentication
(None)

N/A

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 1/30/2024 4:08:55 PM

Viewed: 1/30/2024 4:56:33 PM

Signed: 1/30/2024 4:56:37 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Karen G Acosta

karen.acosta-gonzal@gsd.nm.gov

Procurement Specialist

New Mexico General Services

Security Level: Email, Account Authentication
(None)

KGA

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 1/30/2024 4:56:37 PM

Viewed: 1/30/2024 5:10:39 PM

Signed: 1/30/2024 5:10:47 PM

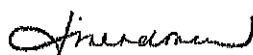
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Security Level: Email, Account Authentication
(None)Signature Adoption: Uploaded Signature Image
Using IP Address: 164.64.62.10

Sent: 1/30/2024 5:10:48 PM

Viewed: 1/31/2024 7:02:17 AM

Signed: 1/31/2024 7:02:31 AM

Electronic Record and Signature Disclosure:
Accepted: 4/14/2023 7:24:59 AM
ID: 51f6380f-50f7-4227-afb5-672b373dfb7c**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	1/30/2024 4:06:55 PM
Certified Delivered	Security Checked	1/31/2024 7:02:17 AM
Signing Complete	Security Checked	1/31/2024 7:02:31 AM
Completed	Security Checked	1/31/2024 7:02:31 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure		
--	--	--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: H.4

SUBJECT: Discussion/Action: Amendment to the Letter of Agreement between the Truth or Consequences Animal Shelter and Sierra County Animal Rescue Society

DEPARTMENT: Animal Shelter

DATE SUBMITTED: July 18, 2024

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Service Director

Summary/Background:

In the current Letter of Agreement, SCARS provides monetary support to the Animal Shelter for spay or neuter, and rabies vaccination services. The Animal Shelter and SCARS would like to also work together to house, foster, and for final placement of animals.

Recommendation:

Approve agreement

Attachments:

Letter of Agreement

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-24-24



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 ▪ Fax (575) 894-7767

July 24, 2024

Truth or Consequences Animal Shelter
1101 N Cedar St.
Truth or Consequences, NM 87901

Sierra County Animal Rescue Society (SCARS)
P.O. Box 435
Williamsburg, NM 87942

Re: Letter of Agreement

Dear Robbin Brodsky,

This correspondence will serve as a Letter of Agreement between the City or Truth or Consequences Animal Shelter (Shelter) and Sierra County Animal Rescue Society (SCARS).

In this agreement, "SCARS" will provide monetary support to provide spay or neuter, and rabies vaccination services for cats and dogs through the Arenas Valley Animal Clinic of Sierra County (AVAC) at no charge to the City of Truth or Consequences.

Services may include the spaying or neutering and rabies vaccination of cats, a minimum of one time per week, and the spaying or neutering and rabies vaccination of one dog per month at 1607 North Date Street in Truth or Consequences, NM by Arenas Valley Animal Clinic (AVAC) of Sierra County.

Additionally, in this partnership, "SCARS" and the Animal Shelter may work together to house, foster, and final placement of animals when this in the best interest of the animal(s), the community, SCARS, and the Animal Shelter.

Monetary support will only be provided by "SCARS" when funds are available.

This agreement is entered into this 24th day of July, 2024 between the City of Truth or Consequences, NM and Sierra County Animal Rescue Society.

Orrin J. Hechler
Community Service Director _____, Date: _____

Robbin Brodsky
Director, Sierra County Animal Rescue _____, Date: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: H.5

SUBJECT: Water Update
DEPARTMENT: City Manager's Office
DATE SUBMITTED: July 17, 2024
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Arnie Castaneda

Summary/Background:

Water Update

Recommendation:

Presentation only

Attachments:

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

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 7-24-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: H.6

SUBJECT: PD Update
DEPARTMENT: City Manager's Office
DATE SUBMITTED: July 17, 2024
SUBMITTED BY: City Clerk Torres
WHO WILL PRESENT THE ITEM: Chief of Police Tavizon

Summary/Background:

PD 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 7-24-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: H.7

SUBJECT: Discussion/Action: Accept 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

DEPARTMENT: Police Department

DATE SUBMITTED: July 18, 2024

SUBMITTED BY: Luis Tavizon

WHO WILL PRESENT THE ITEM: Luis Tavizon – Chief of Police

Summary/Background:

Our application for the 2023 Edward Byrne Memorial Justice Assistant Grant (JAG) Program, has been recommended for funding. The City of Truth or Consequences Police Department has been awarded \$11,977.99. Funds will be used to purchase handheld radios for the department.

Recommendation:

Accept the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

Attachments:

- Grant Agreement
- Grant Supporting Documents

Fiscal Impact (Finance): Yes

\$11,977.99

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. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 7-24-24

Subgrantee Name: Truth or Consequences Police Department

Subgrantee Agreement Number: 23-JAG-TORC-SFY25

Award Amount: \$11,977.99

Subgrantee UEI Number: JVMMNF6K1FM5

Grant Term: July 1, 2024 – June 30, 2025

2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

This Subgrant Agreement made effective July 1, 2024, 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 2023 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 2023 JAG award is as follows:

Federal Award Identification Number: 15PBJA-23-GG-03009-JAGX

Award Date: September 22, 2023

Amount Awarded: \$2,107,023.00

Total Subgrantee Pass through: \$1,896,321.00

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 2023 Byrne JAG grant application. Program purpose areas for the FY2025 funding cycle have been limited to:

A. Law Enforcement Programs

B. Prevention and Education Programs

SECTION TWO: SCOPE OF WORK

- The subgrantee agrees that it shall implement its program as detailed in their submitted 2023 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 – Purchase of radio equipment and installation.**
 - **Objective: Get radios for officers to meet the new mandate from NM DoIt Program established when radio towers were replaced.**
 - **Approved Grant Funding for Implementation of Goals and Objectives is as follows:**
 - **Radio equipment @ \$11,293.74**
 - **Installation and freight cost of radio equipment @ \$684.25**

TOTAL FUNDING = \$11,977.99

- 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).
- 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 July 1, 2024, and shall terminate on June 30, 2025.
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 trainings 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. All materials must contain the following:

"This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
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 **\$11,977.99**.
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 a 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. Compliance with restrictions on the use of federal funds-prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition:

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards) and are incorporated by reference here.

2. 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 2023 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2023 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 2023 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. 200.334.

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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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."

8. 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.

9. 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").

10. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm> and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

1. In accepting this award, the subgrantee—

- a. 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
 - b. 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.
2. If the subgrantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts or both—
 - a. it represents that—
 - (1) 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
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. 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.

17. All subawards ("subgrants") must have specific federal authorization

The subgrantee at any tier, 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> (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) 469-5816 (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://bja.ojp.gov/program/it/gsp-grant-condition>. 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. 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 Bureau prior to obligation or expenditure of such funds.

32. 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://bjagov/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.

33. 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.

34. 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.

35. 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).

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. 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.

38. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

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.

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.ojp.gov/topics/equipment-and-technology/body-armor>

39. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed,

irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation, and penalties for abuse of the program.

40. The subgrantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
41. In accepting this award, the subgrantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the subgrantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Subgrantees utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
42. 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).
43. 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.
44. 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
4491 Cerrillos Rd.	4491 Cerrillos Rd.
Santa Fe, New Mexico 87504	Santa Fe, New Mexico 87504
	(505) 479-0507
	oliver.benavidez@dps.nm.gov

SUBGRANTEE REPRESENTATIVES

Luis Tavizon, Chief of Police	Angela Torres, City Clerk-Treasurer
507 McAdoo Street	507 McAdoo Street
Truth or Consequences, NM 87901	Truth or Consequences, NM 87901
(575) 894-1185	(575) 894-6673
ltavizon@torcnm.org	aatorres@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 Subgrantee 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)
 - a. Certification of Compliance with Equal Employment Opportunity Plan ((EEO) Requirements (Certification 1)
 - b. Certified Assurances including Uniform Crime Reporting and Supplanting (Certification 2)
 - c. Privacy Certification (Certification 3)
 - d. Overtime Certification (Certification 4)

THEREFORE, the subgrantee and the Bureau do hereby execute this Subgrant Agreement as witnessed by the signatures below:

SUBGRANTEE:

By: _____
Signature of Certifying Official

Date: _____

Printed Name _____

Title _____

By: _____
Program Agency Director

Date: _____

Printed Name _____

Title _____

DEPARTMENT OF PUBLIC SAFETY:

By: _____
Signature of Cabinet Secretary/Awarding Official

Date: _____

Jason R. Bowie
Printed Name _____

Reviewed as to legal form and sufficiency, Office of Legal Affairs

By:  _____
General Counsel

Date: 6/24/24 _____

Matthew Chavez
Printed Name _____



New Mexico

Department of Public Safety

MICHELLE LUJAN GRISHAM
GOVERNOR

JASON R. BOWIE
CABINET SECRETARY

W. TROY WEISLER
CHIEF / DEPUTY SECRETARY

SYLVIA M. SERNA
DEPUTY SECRETARY

May 31, 2024

Chief of Police, Luis Tavizon
City of Truth or Consequences Police Department
507 McAdoo Street
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 the 2023 Edward Byrne Memorial Justice Assistant Grant (JAG) Program has been recommended for funding. The City of Truth or Consequences, on behalf of the Truth or Consequences Police Department has been awarded **\$11,977.99**. The 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) grant award will be effective from July 1, 2024, through June 30, 2025.

In addition, all subgrantees who receive funding may be required to attend the Drug Enforcement Advisory Council (DEAC) meetings, which are 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) 469-5816.

Sincerely,

Jason R. Bowie
Cabinet Secretary

JRB:ob



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: H.8

SUBJECT: Discussion/Action – Revised Parcel Survey for Property Appraisal

DEPARTMENT: Community Development

DATE SUBMITTED: July 18, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Parcel 3022079305341 did not have designated trail easement, so parcel survey did not reflect the trail. Survey has been redone to account for a 10ft maintenance easement for the trail. Revised survey was presented to Commission on 6-12-24. Commission requested to speak with surveyor pertaining to parcel amendment options. David Senn, Chaparral Surveying will be available to answer questions for the Commission

Recommendation:

Review revised Survey and determine if further parcel amendments are requested

Attachments:

- Survey
-

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 7-24-24

of the division of a 76.926 acre tract of land
in Sections 4 and 5, Township 14 South, Range 4 West, N.M.P.M.,
in the City of Truth or Consequences, Sierra County,
New Mexico

LINE TABLE			
②	③	④	⑤
N02505"E 3566'	S041036"E 2500'	N081047"E 3020'	N091033"E 2940'
⑥	⑦	⑧	⑨
S073530"E 2500'	N02210"E 2500'	S073530"E 2500'	N02210"E 2500'

CURVE TABLE		
(1)	(2)	(3)
R = 500.00' L = 500.00' Δ = 60°00'00" Ch = N 60°45'30" E 500.00'	R = 500.00' L = 500.00' Δ = 60°00'00" Ch = N 60°45'30" E 500.00'	R = 500.00' L = 500.00' Δ = 60°00'00" Ch = N 60°45'30" E 500.00'
(4)	(5)	(6)
R = 1000.00' L = 1000.00' Δ = 60°00'00" Ch = N 60°45'30" E 1000.00'	R = 1000.00' L = 1000.00' Δ = 60°00'00" Ch = N 60°45'30" E 1000.00'	R = 1000.00' L = 1000.00' Δ = 60°00'00" Ch = N 60°45'30" E 1000.00'

Chaparral Surveying, LLC
Professional Land Surveying
P.O. Box 626 Elephant Butte, New Mexico 87536

This is to certify that I am a registered Professional Land Surveyor, that this plan is prepared and made or field surveys made by me or under my supervision that said surveys and this plan are true and correct to the best of my knowledge and belief.

I further certify that this survey is a land addition to not a subdivision of qualified lands.

This plat meets the minimum requirements of the
standards of Land Surveyors in New Mexico.



David M. Gans
New Mexico Professional Surveyor
• License Number 003

INDEXING INFORMATION FOR COUNTY CLERK
City of Truth or Consequences (20643)
Section 4 and Section 5
Township 14 South, Range 4 West, NMPN

ACKNOWLEDGEMENT

The City of Truth or Consequences, New Mexico, does hereby acknowledge the division of land and easements created and shown on this plat.

Region	Date
--------	------

A vertical scale bar with a decorative, S-shaped curve in the center. The word "MASON" is written vertically along the right side of the bar. Below the bar is a horizontal graphic scale with markings at 0, 100, 200, and 400. The text "(IN FEET)" is centered below the scale, and "1 inch = 200 ft." is written below the 200 mark.

New Mexico State Veterans' Home

Property Control Division,
General Services Department
State of New Mexico
Account No. 18035
BX 115, Rm. 204-205
1000 3rd-20th-24th-27th

Tract 2
(2266 acres)

Tract 1
(66.962 acres)

References
Account No. 358-07
Book 82, Pages 195-162, (Quileute Dams)
LPS 302-267-236-83-4
National Flood Insurance Program, Flood Insurance Rate Map for the City of DuBois or
Quileute, Steyer Group, New Pacific Community-Plan No. 3589PL 08057 C, July
(revised July 16, 2006)
City of DuBois or Quileute Subordinate Status, Ordinance Number 306, (adopted
July 23, 2006)

[illegible]



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: H.9

SUBJECT: Discussion/Action – Reed Rocket Minimum Offer Acceptance

DEPARTMENT: Community Development

DATE SUBMITTED: July 18, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Public Art Board and City Commission previously approved advertising the sale of the Reed Rocket Art Sculpture as long as the sale price exceeded the value of scrap metal price which was determined to be \$50.00. Staff is requesting Commission determine the minimum amount City will accept for public purchase of the Reed Rocket Art Sculpture so it may be advertised for sale.

Recommendation:

Set minimum sale price for Reed Rocket Sculpture

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 7-24-24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 24, 2024

Agenda Item #: H.10

SUBJECT: Approval of the Records Inventory List for destruction
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 17, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The Municipal Court has 28 boxes of records that are ready for destruction. If approved by the governing body, a date of destruction will be scheduled.

Recommendation:

Approve the Municipal Court Records inventory List for destruction.

Attachments:

- Municipal Court 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 7-24-2024

Department	Description of Record	Year of Record	Item # Authorizing	Archive Box Number	Date Destroyed
Police (Court)	ALTERNATIVE SENTENCING	FY 2013-2021	1.21.2.613	2024-2100	
Police (Court)	CHILDRENS COURT CLOSED A-Z	1997-2014		2024-2101	
Police (Court)	FY 2018-19 LOGS, REPORTING	FY 2018-19		2124-2102	
Police (Court)	FY 2019-20 LOGS, REPORTING	FY 2019-20		2024-2103	
Police (Court)	CLOSED CASES 2019 R-Z	2019		2024-2104	
Police (Court)	CLOSED CASES 2019 K-Q	2019		2024-2105	
Police (Court)	CLOSED CASES 2019 D-J	2019		2024-2106	
Police (Court)	CLOSED CASES 2019 A-C	2019		2024-2107	
Police (Court)	FY 2020-21 COVID LOGS & ORDERS	FY 2020-21		2024-2108	
Police (Court)	FY 2020-21 LOGS, REPORTING	FY 2020-21		2024-2109	
Police (Court)	CLOSED CASES 2020 A-D	2020		2024-2110	
Police (Court)	CLOSED 2020 CASES E-MC	2020		2024-2111	
Police (Court)	CLOSED 2020 CASES M-Z	2020		2024-2112	
Police (Court)	FY 2021-22 FY 2022-23 LOGS, REPORTING	FY 2021-2023		2024-2113	
Police (Court)	CLOSED CASES 2021 O-Z	2021		2024-2114	
Police (Court)	CLOSED CASES 2021 G-N	2021		2024-2115	
Police (Court)	CLOSED CASES 2021 A-F	2021		2024-2116	
Police (Court)	CLOSED CASES 2022 T-Z	2022		2024-2117	
Police (Court)	CLOSED CASES 2022 N-S	2022		2024-2118	
Police (Court)	CLOSED CASES 2022 I-M	2022		2024-2119	
Police (Court)	CLOSED CASES 2022 D-H	2022		2024-2120	
Police (Court)	CLOSED CASES 2022 A-C	2022		2024-2121	

Department	Description of Record	Year of Record	Item # Authorizing	Archive Box Number	Date Destroyed
Police (Court)	FY 2023-24 LOGS, REPORTING	2023-24	1.21.2.613	2024-20230	
Police (Court)	CLOSED CASES 2023 A-E			2024-20231	
Police (Court)	CLOSED CASES 2023 F-J			2024-20232	
Police (Court)	CLOSED CASES 2023 K-O			2024-20233	
Police (Court)	CLOSED CASES 2023 P-S			2024-20234	
Police (Court)	CLOSED CASES 2023 T-Z			2024-20235	
PD	**DESTRUCTION AFTER 2-01-2025				