Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Angie Gonzales
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
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REGULAR MEETING

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

A. CALL TO ORDER

B. INTRODUCTION
   1. ROLL CALL
      Hon. Amanda Forrister, Mayor
      Hon. Rolf Hechler, Mayor Pro-Tem
      Hon. Destiny Mitchell, Commissioner
      Hon. Merry Jo Fahl, Commissioner
      Hon. Ingo Hoeppner, Commissioner

   2. SILENT MEDITATION
   3. PLEDGE OF ALLEGIANCE
   4. APPROVAL OF AGENDA
   5. **DISCUSSION/ACTION/RE-ORGANIZATION: SELECTION OF A MAYOR & MAYOR PRO-TEM**

C. PRESENTATIONS
   1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Gonzales and Department Supervisor

D. PUBLIC COMMENT (3 Minute Rule Applies)

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

F. CONSENT CALENDAR
   1. City Commission Regular Minutes, December 13, 2023
   2. December 2023 Accounts Payable

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 28 23/24 Budget Adjustment Request. Assistant City Manager Alvarez
2. Discussion/Action: Resolution No. 29 23/24 Approval of Special Election Proclamation/Resolution. City Clerk Torres
3. Discussion/Action: Resolution No. 30 23/24Foch Street Renovation Project. Assistant City Manager Alvarez
4. Discussion/Action: Amendment to Holiday Resolution No. 16 23/24. City Clerk Torres

H. NEW BUSINESS

1. Discussion/Action: Bibiana Grower Appeal of Resolution No. 25 23/24 and Resolution No. 26 23/24. Bibiana Gower (5 Minute Rule Applies)
2. Discussion/Action: Appointment of Shennoah Bree Nisly to the Recreation/Golf Course Advisory Board. City Clerk Torres
3. Discussion/Action: Appointment of Joseph Ferrell to the Recreation/Golf Course Advisory Board. City Clerk Torres
4. Discussion/Action: Sierra County Arts Council Memorial Donation & Gift Agreement. Jagger "Cary" Gustin
5. Discussion/Update: Water Update. Arnie Castaneda, Water/Wastewater Director
6. Discussion/Action: Approval of Purchase Requisitions over $20,000. City Manager Gonzales
7. Discussion/Action: Approval of 2023 Regional Recreation Centers/Quality of Life Grant for a Master Plan of the Louis Armijo Sports Complex. OJ Hechler, Community Services Director
8. Discussion/Action: NMDOT Cooperative Project Agreement for the design Sidewalk Improvements Project Control No. 1102250. Assistant City Manager Alvarez
9. Discussion/Action: Appointment of 3 Governing Body Board Members and 1 Alternate Member to serve on the Sierra Vista Hospital Joint Powers Commission (JPC). Angela A. Torres, City Clerk
10. Discussion/Action: Appointment of a Governing Body Board Member and an Alternate Board Member to serve on the South-Central Council of Governments Board (SCCOG). Angela A. Torres, City Clerk
11. Discussion/Action: Appointment of a Governing Body Board Member and an Alternate Board Member to serve on the Regional Planning Organization (RPO). Angela A. Torres, City Clerk
12. Discussion/Action: Appointment of a Governing Body Board Member to serve on the Sierra County Recreation & Tourism Advisory Board. Angela A. Torres, City Clerk
13. Discussion/Action: Appointment of a Governing Body Board Member to serve on the Jornada Resource Conservation & Development Council. Angela A. Torres, City Clerk

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 JANUARY 24, 2024

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: December 26, 2023
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Gonzales and supervisor

Summary/Background:

Anniversary Awards to be given out to employees, supervisors to say a couple nice words

Tammy Gardner – 7 years	Kerin Salcedo – 16 years
Tara Manning – 4 years	Henry Flores – 4 years
Isaiah Mallard – 1 year	Mathew Hill – 2 years
Shantell Gonzales – 2 years	Joshua Breuer – 2 years

Recommendation:

None. Presentation Only.

Attachments:

- Click here to enter text.
- .

Fiscal Impact (Finance): **No**

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Legal Review (City Attorney): **No**

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Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐Other: Click here to enter text.
File Name: CC Agendas 1-3-2024

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, December 13, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 29, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

-

Fiscal Impact (Finance): **N/A**

$0.00

Legal Review (City Attorney): **N/A**

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 1-03-24

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD Street
WEDNESDAY, DECEMBER 13, 2023

A. CALL TO ORDER:

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

OPENING CEREMONIES:

B. ADMINISTRATION OF THE OATH OF OFFICE BY THE HONORABLE MAGISTRATE JUDGE GEORGE A. LEE. TERMS WILL BEGIN JANUARY 1, 2024:

Honorable George Lee administered the Oath of Office to:

Ingo Hoeppner for Position II: City Commissioner
Rolf Hechler for Position IV: City Commissioner
Amanda Forrister for Position V: City Commissioner

C. INTRODUCTION:
1. ROLL CALL:

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

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

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

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

2. SILENT MEDITATION:

Mayor Forrister called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Hechler moved to approve the agenda with the changes to remove D3, move J2 and J8 under D5 presentations. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

D. PRESENTATIONS:

1. Presentation regarding concerns on Main Avenue in downtown Truth or Consequences.

Kari Fresquez: I am a business and property owner at 412 Main. I was asked to speak on behalf of the 34 business and property owners on Main who signed the petition regarding some of the safety concerns we have that we see along Main Avenue. That petition was addressed to the State, and a copy was also provided to the people. Some of the business owners who signed the petition, and the President of the MainStreet organization are here. We may also have a representative of the State Department of Transportation here to hear our concerns. Janice Gray spearheaded the effort to get all the petition signatures and engage with the city and state, and she round up all the Main Street business owners. Unfortunately, she's not able to be here due to a personal matter. Janice provided a letter in her absence. With my business being located on the corner of Main & Foch, what I witness daily includes predominantly speeding vehicles blowing past pedestrians who are either exiting their vehicles from parking spots or attempting to cross the street to get to businesses. I see vehicles turning left from Main onto Foch using the wrong lane. They're turning from the right lane because they're forgetting that the two lane is actually a one-way. I also see vehicles turning the wrong way on Main, so they're on Foch and turning the wrong direction. I believe they're looking for parking. They come into my store frazzled saying, "I was looking for a parking space." They're not realizing that the two lanes are both a one way, so they turn into the right lane. In Janice's letter, she mentions that she's seen at least 10 accidents since becoming a property owner on Main. We've both witnessed our neighbor's vehicles being totaled because of these accidents. Some of them are here in the audience today. We frequently watch people that are parked on Main Street or those who are just trying to generally enjoy the shops, trying to cross the street, and we hold our breaths. We see people crossing over, and cars are blowing past them. A lot of times they're waiting in the crosswalk and one car does stop, but since it's two lanes, you never quite know if the other lane is going to stop. I've even seen when I've been at the crosswalk, and someone's veered around the stopped car to go ahead and keep

going. We think that the issues we're seeing on a daily basis on Main, that status quo is no longer a tolerable situation. We know that the downtown area is a center of social and economic activity for our city. We have business and property owners that are very proud of beautifying and making every day a better place for our city. We think we all have a common goal in making the street safe, walkable, and enjoyable for our citizens and residents. As business owners, we've brainstormed several possible solutions:

- Brighter, more obvious crosswalks that are visible.
- Brighter or obvious one-way signage or road decals indicating the one-way.
- Making Foch & Main a 3-way stop to get cars to stop and pay attention, and not just blaze through.
- Re-installing the street parking that was removed several years ago in front of Passion Pie. That seems to encourage people to turn in the wrong direction because they're not seeing cars parked that they're going to be turning againStreet
- Have Main Ave. turn into a single lane with diagonal parking to provide more overall parking, safer parking, and possibly resolve some of the one-way issues. It makes it easier for pedestrians to maneuver.

None of us may have the ideal solution. It's just us brainstorming as we see issues daily. We want to be partners with the state and make them aware. We understand it is a state road, and it is their responsibility to make the changes that we're asking for. I'm very pleased we have NMDOT here listening to us. That's important, and we appreciate that. We also would like the city to partner with us as well in supporting our concerns about the priority for the state to address. I think if the city, business owners, and state are all unified at getting some things done, we can get something done. Janice and I, as well as Linda with MainStreet T or C, worked on a draft resolution that has been provided to you, and we ask at a future meeting, that you consider adopting that resolution that would be sent to the state showing your prioritization, and your support on the issue.

City Clerk Torres: Originally, they presented a resolution that they wanted you to adopt. However, we first wanted them to do a presentation along with NMDOT, so you can get an idea of what they're wanting to do, and we can also hear from NMDOT to see what their concerns were, and after that, possibly at our next meeting, we can bring back the resolution they submitted to us. That's the reason why it's on presentations right now and the resolution wasn't submitted.

NMDOT District 1 traffic engineer, Andrew Guerra: We've got quite a bit of activity going on in T or C and Williamsburg. A lot of projects and improvements are in place. Some of them are coming to an end here shortly. We have the round-abouts pretty much completed, and ongoing efforts with the bridge on the interstate. A lot of possibilities are out there with traffic and driver behavior. Unfortunately, that's a challenge that we all face from day to day with city, county, and state numbers. We have curves, flashers, lights, and signage to help regulate that. Most drivers obey those rules, and much appreciation to our law enforcement throughout. They do a fantastic job. We have an inlay project coming into T or C within the downtown area. We will be re-laying some asphalt and re-striping a lot of the crosswalks throughout town. That's going to be done

between Williamsburg and the round-abouts. In the next 12 months, more improvements will be coming into place. That will address a lot of the points that were made this morning. We'll take all that information that we've got to the higher level, and we will have more discussions on it. Just to give you a quick update, that's what's in play at this point.

Commissioner Mitchell: Do you have any type of draft of some of the suggestions they gave such as the diagonal parking, removing that barrier in front of Passion Pie, or putting in a stop sign? Are any of those on your potential plans for a solution?

NMDOT District 1 traffic engineer, Andrew Guerra: We can look at those options to see if that's going to improve conditions at the intersection. Again, driver behavior is one of those unknowns that we don't find in a book too often. It's one of those things we have to anticipate kind of in the future. We can certainly look at additional signage, striping, things like that. One project that has come across my desk recently are improvements the north side of Foch. We've got a project there that's going to incorporate additional parking, curves that are going to be extended out from the businesses on the west side. Typically, when you narrow a roadway down with curving or some sort of vertical panel delineators that gives a driver the perception of being more cautious as you're driving. You only have so much room. That's another project that's ongoing as well on the north side. There will be additional parking there with striping that's going to come in with an inlay job on Main. We'll have that clear and visible. Again, addressing some of the concerns and issues there.

Commissioner Fahl: Those of us who have been here a long time. You guys have done a lot of studies on that particular intersection, over many years. Some of the things that Kari brought up are things that we believe you had studied before. We've never really advanced besides putting in that light. I hope you'll do a thorough study. Many people in the past have brought up the question of a single lane. If we did single lanes along Main and Broadway, it would really slow the traffic down, I would assume. I've also heard guys with big rigs say that would be a problem trying to get through downtown. I hope that you do a thorough study. Besides Main, Broadway has a lot of the same problems with people going the wrong way, speeding, and parking is always a problem. Maybe that could be something from these petitions, and these items they brought forward that you could really do a thorough review on how to resolve those. That thing at Foch has been going on since I was a kid. That's a long time.

Mayor Pro-Tem Hechler: I think what we need to do here is a fresh new approach to the downtown area, and have it looked at a different way. We've done traffic studies before, and as a result of those traffic studies, we've got what we have now. It's not making our business people feel secure or safe, and they should be the first ones that are able to say what they want in their neighborhood. I'm hoping that we can figure out a way to accommodate that. What is the best mechanism to get people's attention for change, and how do we affect that other than another traffic study? Do you have hearings? Do you listen to folks? How do we deal with that?

NMDOT District 1 traffic engineer, Andrew Guerra: I think this is a great approach. Public outreach is really big. I've been in some situations very similar where law enforcement will reach out to the community, small or large, and bringing everybody's attention that this is an overall concern. A lot of times the speeding issue was brought up, not always but sometimes, it's localized. Public outreach is definitely a good approach in bringing this attention to the city, county, and state. We can all work together.

Mayor Pro-Tem Hechler: Does the completion of that resolution that we proposed, is that going to be beneficial? Who should we send that to, or how should we implement that?

NMDOT District 1 traffic engineer, Andrew Guerra: You can send that to me. We'll take a look at that and discuss it with my staff to see what the next step should be.

Mayor Pro-Tem Hechler: When I say a fresh new approach, I want to bring a case and point. A few years ago, we initiated a request to put a 4-way intersection at New School Road. The Highway department stepped in, and all of a sudden, we saw what a fresh new approach looked like. I'm not here to judge either way. I think the proof will come as we get the construction company out of there, and the signage out of there, and we see how it flows. I can see what level and measures the NMDOT can go to, to get things done. I think we need to have the kind of approach to the downtown area. We need a complete makeover. We need to look at it so that we can plan for now, or next year, not 5 or 10 years from now. The downtown area that I know. The Main Street and the Broadway area have changed dramatically in the last couple of years. It's gotten busier. There are more things happening. If we're going to do some more work like mill and inlay, and asphalt, is there any way that we can use NMDOT funds to address the drainage issues in that drainage area. Just putting more asphalt over the top of what we have now is not going to cause and change for our drainage we have. When it rains hard, we still have water going into Bullock's. You still see sand bags sitting outside of businesses. The reason I'm bringing this up is that I saw what can be done on North Date. I want to see something similar in the downtown area. Let's get our creative pen, our planning, and our strategy, and let's fix the downtown area once and for all, and not do a band-aid approach to appease what you think is going to happen. I'm not trying to slam you or anyone else. I'm trying to look into the future of what should happen for this community. All those things need to be factored in. We need to take a comprehensive strong approach to the future of this downtown area.

Commissioner Harrelson: The parking is definitely an issue down there and I've been to many other communities that have downtown areas. They do go to a one lane with the staggered parking. That is a really good idea. Those other communities figure out a way to get the big trucks through there. That's something that could be considered through that area too. Parking becomes an issue, and that's where we have more protection to walk in between vehicles. Thinking about safety-wise, Las Cruces has one, Albuquerque has one, Silver City has one. They all have something similar to that, and I

don't think that's out of reason for something to create and just thinking what in the best interest of safety for pedestrians too.

Mayor Forrister: Mayor Pro-Tem hit that on the head. Let's look at something that's going to be long term, but what can we do immediately to help while we're planning for the future and hitting some of the concerns of taking out those barriers at Passion Pie, or those parking. I know, a lot of the times, that's where people turn and go the wrong way. You're right Kari. It's probably because they don't see all of those cars going the other way. Just things to maybe address immediately while we're planning for a comprehensive future. Thank you for hearing our concerns. I appreciate it.

Chief Tavizon: I understand that it being a state road, there's a process. Usually there's a traffic study. It goes to the engineer's office, and they come up with a comprehensive plan. I'm sure they're capable of doing that. I'm looking forward to seeing them come up with a solution.

Kari Fresquez: Do you want to hear from any of the business owners, or MainStreet T or C? They have some of their personal stories and showed up today for this.

Linda DeMarino, Main Street T or C: MainStreet fully supports new and fresh ideas to the downtown. This has been a problem for such a long time. I agree, we've heard traffic study, after traffic study. We do support something like that. We can't forget one problem in the solution of another one. We really didn't like the taking away of those spaces, but that was a solution to the people coming up the hill, and not being able to see. After they put those in, while it was a solution to that one problem, it created another problem. Creating other problems is not a solution. We would like to encourage the commission, the NMDOT, and everybody else working on this, to make sure that this is a solution that's going to work for everybody. Also, as a reminder, in the back of the downtown master plan, there are other traffic pattern ideas including a two-way. Two-way slows down traffic. That's something to think about. There are other options. When those parking spaces were taken away, and that was a solution, our president at the time tried to correspond with NMDOT to ask for other solutions, with responses being "This is what we have." He (MainStreet T or C president) asked if we have all the money in the world, what are the other solutions? We didn't get anything back. We would love to hear all the possible solutions. Two-way and one-way are options, and we all know the reason that nobody speeds through border patrol.

Moshe Koenick: I live and work at 404 Main Street and am constantly walking back and forth across Main Street. I've been there for 20 years now, and I've seen quite a bit happen. I was in one of those accidents as well. Right before COVID happened, our car was totaled by someone speeding up Main and caused quite a scene. As you can see, I'm kind of a little bit jittery about it. From then, as each accident has happened, I'm reliving that moment. More recently, a motor cyclist went head-on into a pick-up truck. It seems like speeding is a real issue, and even at Foch Street, and by then they're already speeding. I believe that it needs to happen possibly down by the museum or by the post office. The police can't be there all the time to monitor it and police it. It

happens 24 hours a day. I see people driving a long way all the way down to the turn back going up on the wrong way. With no cars on the other side or with cars going by nothing's done, so I'd just like to see more happen to it.

Michael Darling: I own a business and property at 304 Main. 45mph is typical. 65 does no longer register shock. 75 still registers shock. I see it regularly. These are not tourists. These are our local people. They know the road. They know that if they can pick up enough speed at the museum, they can hit that hill and have some fun going around that corner. The most fun hours to watch it are when the bars close or if it's a rush hour or something like that. Driver behavior is not an excuse for addressing physical resolutions. We've tried enforcement. The police have been really good about coming, but they have other things to do. As soon as the enforcement goes away, the word gets out because there are applications on your phone that tell you when the police have left. One of them is called Waves. We've studied and studied. We need action. We've looked at it. We can't put up with it just because we're a small town. We need to fix this thing.

Andy Underwood: My wife owns 303 Gallery on Main Street. Parking's a problem. The biggest way to fix it, all the problems we're talking about today, is a simple sign that says 15mph. You can put those up today, and then you can spend as much time as you want to study everything. People will not get run over. There'll be less accidents. It's an easy fix, and then we can work on getting some kind of incentive for getting more bars and restaurants downtown. It's an easy fix. It's just a speed limit sign. That gets you on the right path to fix everything.

Mayor Forrister: I hear what you're saying about the speed limit, but apparently it doesn't work even with the 25 as it is now. People are disobeying it anyway.

Andy Underwood: If you have a 15mph speed limit sign, we can figure out a way to enforce it with cameras. We can charge large amounts of money for speeding violations. We are learning quickly. It'd be a little income for the city. Maybe we can work on parks a little bit. Maybe we can work on the swimming pool with the money we make off of speeding violations. I'm sure I will be contributing to that.

Commissioner Mitchell: As a previous downtown business owner, I had a restaurant downtown on Broadway for 3 years, and people going the wrong way was a weekly thing, if not daily. We were at the brewery last night for trivia, and there was a car going the wrong way in front of the brewery. It happens all the time. I definitely see the need for better signage. Then drainage, my restaurant flooded 3 times. Mopping and sucking up water off the carpet, you know. The drainage is definitely something that needs to be addressed. My suggestion for Main Street is a speed bump in front of the post office, especially one of those high ones or rumble strips. Something that says "hey, slow down". That would be my first suggestion of action.

Mayor Forrister: I agree. We drive there every day. On Main Street between the post office and Foch is where it gets the worst It's hard to see there. Andrew, thank you for

being here. I hope you can take some of our concerns and get to working on something that is going to be feasible for us in the future too. And thank you all for being here. I appreciate it.

2. Airport Update:

Chad Rosacker, Tech 45 Airport Management gave a presentation in regard to the updates at the Airport. (Presentation attached hereto and made a part hereof).

Mayor Forrister made a motion to move J8 after D2 since Chad Rosacker, Tech 45 Airport Management is currently online. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

ITEM J8 OF NEW BUSINESS WAS MOVED AFTER ITEM D2.

J8. Discussion/Action: Tech 45 Airport Management Contract Modification.

Assistant City Manager Alvarez: In your packet, you'll have a letter of request for Tech 45 to amend their current contract. They'd like to increase the basic management services by $2,916/month. This will enable them to bring in more staffing at our airport. Currently, we're of course, new into this, new into the contract, and new into the budget stuff. At budget time, we only transferred half the amount that we normally transfer into our airport. We've been able to sustain the airport and the contract services by the fuel. We transferred out of world fuel because all of our revenue goes to world fuel. We transfer that out back into the airport and that's what's been covering costs of the contract. We haven't had any budget increase, at this time, necessary from the amount that we originally started with in the budget. That amount covers the utilities, our assets, repairs to any of the trucks and anything like that. With that, as you know, Chad is online and stands for any questions.

Commissioner Mitchell: I just like it whenever we have a department that is funding itself, so that's always good to have.

Mayor Pro-Tem Hechler: There's no better time to ask for some more money when you present us with a great report. I'm glad you're self-sufficient. The city's making money on it. You're making money on it. It's a great relationship. I look forward to the future, and I really appreciate the presentation.

Mayor Forrister: What are we trying to get? Increase in personnel?

Chad Rosacker, Tech 45: We will have the option to go with two full-time personnel, or one full-time and two part-time personnel. He explained the ability to increase hours if needed due to increased activity.

Assistant City Manager Alvarez: Right now, there's one full-time, and one part-time attendant out there. Not only staffing for, of course, the customer service aspect, but also the additional staffing is a safety as well. When we got one person out there on tractor. It's not a good idea to have only one employee on staff and have them out working on equipment and not have another attendant out there as well.

Mayor Pro-Tem Hechler made a motion to approve the Tech 45 Airport Management Contract Modification. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously

3. Animal Shelter Update. Tara Manning, Animal Shelter Manager

This item was removed from the agenda.

4. Recreational Parks Restroom Vandalism.

OJ Hechler, Community Services Director: As you know, a couple weeks ago, the city decided to lock the bathrooms at Ralph Edwards Park. We got hit really hard the weekend of November 24th and 25th, it was a Friday and Saturday. I received a call from Sergeant Blomquist Friday evening, that he was locking up our bathrooms over by the basketball courts. The stall door was on the ground, and someone tore it off. All the toilet paper dispensers were pried open. All the toilet paper was gone and the bathrooms were just trashed with trash all over the place. That Saturday of the same weekend, when our Parks Maintenance worker was locking up, he sent me some pictures of our toilets over at Family Park. Someone had intentionally filled them with gravel, busted them with rocks. Those aren't easy fixes. We've got to do some plumbing, buy some toilets, we've got to replace all that. It's time consuming. Since our bathrooms have been remodeled over there, several months ago, at Ralph Edwards Park, we've had multiple issues per week at our brand new, remodeled bathrooms. We've re-hung the stall door 4-5 times. We've replaced a toilet over there already, and somebody threw an m80. I didn't even know you could get those still. It cracked the toilet. We replaced that. The baby stations have been torn off the walls, intentional clogging of the toilets, stealing toilet paper holders. You have to work really hard to get those off the wall, and they steal the entire thing. I just don't understand. The graffiti, the door stops have been broken off the doors. Whoever's doing this, they're intentionally working on the stalls. Once these stalls are damaged, they won't open or close right ever again. They intentionally have been breaking and bending them. The divider between the men's urinal and the sink has been torn off the wall. At some point, we have to stop the people. Our staff, there's nothing more demoralizing than fixing something once or twice, 3 times, but having to do this over and over. It's gotten really repetitive and it's actually affecting morale of the staff. At some point, we made the call to go ahead and lock them up. The bathrooms have not been addressed yet. We have

some work to do. We were out working on Christmas these last couple of weeks. We made the call to go ahead and lock them up and put porta potties out there. The idea is to fix the bathrooms, get them in good working order, and then lock them for events like the farmer's market, rental agreements, gazebo, which will be finished this week. The contractors are working on it. That's the idea. I just wanted to give the commissioner's an update as to why this has been going on. I've worked here 7 years. This has been trending the last couple of years, the vandalism has been. With that, I'll stand for any questions.

Commissioner Harrelson: Are there cameras out there?

OJ Hechler, Community Services Director: We have 5 cameras currently at Ralph Edwards Park. That's what we could budget for.

Commissioner Harrelson: So, during this, who was on the film?

OJ Hechler, Community Services Director: We don't have them inside the bathrooms. We have a camera facing our basketball court. It's on our basketball court facing the entrance to the main bathrooms. There's just no way to pinpoint the exact time this happened. Those are the main bathrooms. They get used a lot, but we just don't know what's going on behind those closed doors.

Discussion ensued between Commissioner Harrelson and OJ Hechler regarding who has been showing up on the videos consistently and if all of them could possibly be questioned.

OJ Hechler, Community Services Director: Somebody mentioned that at the schools, they had put vapes and sensors and listening devices, so that you could figure out what time someone was in there. The nice thing about our new camera system is that everything is stored in iCloud, so we can pull information as far back as you can go. But those are options.

Mayor Forrister: It's so frustrating to have to go and sift through these voice recordings and videos. We have other things to do. Until the kids pull their heads out of somewhere, the bathrooms can remain locked, and that will solve the problem.

OJ Hechler, Community Services Director: I appreciate that. I can't tell you how many days we've spent fixing those bathrooms. We could do stainless steel, things of that nature. It's so costly.

Commissioner Fahl: You have to compare the cost of that to your time and what you do repeatedly and repeatedly. It's a big cost initially, but it might be better in the end. Someday, maybe we can have public bathrooms instead of porta potties.

Commissioner Harrelson: When you think about some of the rest stops, they do put those in for a reason. You can still destroy the partitions and stuff, but you can't really

hurt the toilet itself. If you keep adding up what you've done, it might equal one of those toilets.

Mayor Pro-Tem Hechler: Mr. Hechler, when you have an incident like this, do you notify the police department every time?

OJ Hechler, Community Services Director: We call and make a police report every time.

Mayor Pro-Tem Hechler: Can Chief Tavizon let us know what's going on and see what's happening?

Chief Tavizon: These kinds of crimes, we have these cameras and yeah, it's helpful to see people going in and out. Without an actual time, frame of when the incident happened, nobody is saying anything. We've reached out to the community to say something if they see something. That's not happening. There's no way to pinpoint, charge, prosecute, there's no way to do any of that. One of my biggest pet peeves are any property crime like that, vandalism, and kind of damage to property like that when it doesn't belong to them. The people work hard in this community to have what they have. The park is part of what they have. It's discouraging to not be able to. The vandalism for example. We had over 18 areas that were vandalized recently. Every one of those is a petty misdemeanor. If we do arrest them, they're out the next day, and doing the same thing. Unfortunately, it's bigger than us, there's legislation that passes the Civil Rights Act where they don't believe in arresting anybody and having any kind of bail and leaving them in jail. Without sitting somebody under cover and sitting there and pulling that staff and trying to catch them that way, it's almost impossible to get them. I wouldn't want cameras in a public restroom or listening devices when people are doing their business in there. It's definitely frustrating for us as well.

Mayor Forrister: I get that the prison style toilets are expensive, but maybe we can look at doing that, but what about the toilet paper holders, and the graffiti on the wall.

OJ Hechler, Community Services Director: I'm a firm believer that if someone wants to destroy something, they're going to find a way.

Commissioner Harrelson: I think this is one of those situations where it takes a village. It takes a community to stop that kind of stuff. Our community members, we have plenty of them that like to go out and do things. Maybe that's something we all take a swing at and try to help stop some of that stuff.

Mayor Forrister: It's got to be a thing that they take value in too. If somebody's not coming forward to tell, then the bathrooms will remain locked until you guys can figure out not to do it.

Assistant City Manager Alvarez: I think it's important, OJ didn't mention, the bathrooms are locked at night. All of this is happening during the day.

Cross discussion ensued regarding community members getting involved.

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

City Manager Gonzales and David Johnson presented an Employee Service Anniversary Award to Thomas Cool for 8 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award on behalf of Silke Kapela for 18 years of service with the City of Truth or Consequences.

City Manager Gonzales and Pat O'Hanlon presented an Employee Service Anniversary Award to Shae Yaw for 7 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award on behalf of Elizabeth Standley for 2 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award on behalf of James Scott for 1 year of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award on behalf of Chelsea Warner for 1 year of service with the City of Truth or Consequences.

Mayor Forrister presented a plaque to Commissioner Harrelson for serving as a governing body member for the City of Truth or Consequences.

The following item was moved after item D5.

J2. Discussion/Action: Property Lease Agreement with Talon Septic, LLC.

Assistant City Manager Alvarez: Mark Shipley approached me regarding some property the city owns out by the airport. It's adjacent to the property we rent to Cortez Gas for their propane tanks. He wanted to see if the city would potentially be interested in leasing a section of that property with the possibility of them purchasing it in the future for the purpose of conducting some septage operation. Mark Shipley is here in the audience. I think it would be easier for him to explain what they do and what they're wanting to do to move forward. Included in the agenda packet is a potential contract as well as the appraisal. We did have the section, that Mr. Shipley wanted, surveyed and appraised by an appraiser with both potential price for lease as well as sale. With that, I'd like to refer to Mr. Shipley.

Mark Shipley, Talon Septic, LLC: I'd like to thank the city of T or C for working with Talon Septic for numerous years. Being able to have the privilege of receiving services with a

very gracious contract with the sewer department. We know that is a very fragile contract. We're very careful about that. Knowing that facilitates for short term but also allowing us to be of service for a variety of events that go on here as well as because of the destruction of the bathrooms, we very quickly got ready and provided the porta-potties necessary for that. We certainly feel that is an unfortunate event that happened. All the different activities that go on within the city, we are grateful to be of service and provide that when Fiesta weekend is going on, a lot of the music things are happening, film festival. We try to provide that. As a septic company, we provide a large portion of the city of T or C is on septic systems as well as all of Sierra County in the outlying areas are on septic systems. It's kind of a basic utility. The challenge is being able to meet the needs locally not only within the city of T or C, Elephant Butte, and Sierra County. For dealing with the septics that they have there but also regulatory requirements proposed by the State through the NMED as well as Ground Water Bureau. Looking for properties that we can then conduct the development of an environmental application. One of the things that we've already done is hire an engineering firm from Mesilla Valley. DBE Environmental Engineering Services are working with us in the design of an application to be presented to the NMED as well as Ground Water Bureau making sure that we meet all regulatory requirements. The area that we're looking at, that we had surveyed out is actually the piece of land that used to be the old skeet shooting facility. That ground is lead contaminated because of skeet shooting, so you really can't do much with it except for us. It doesn't bother us. It also then in geological studies that we've done with the area and outside of the immediate airport area across the way from that allows us to have a much safer area. We've looked at different lands. Everything about environmental is what will happen. Access to ground water and safety in dealing with different types of soils. Believe it or not, that probably presents the best place in what we want to develop in Sierra County in that area. What we're seeking is a lease agreement so that we can begin the permitting process which takes some time to do. We've got a lot of regulations, a lot of licensing, it has to go through a whole Santa Fe committee to be able to be approved. One of those is through that. Our hope then is once we can receive a granted application by the state that we will look at every option and purchase the property.

Commissioner Hechler: What would the treatment facility look like? I assume, are you going to have concrete lined ponds?

Mark Shipley, Talon Septic, LLC: Actually, because the soil is so bad out there, we can do direct to land application. There are approximately 4-5 50foot layers of clay between us and ground water. In between there the types of soil. Our engineer already looked at it and said you couldn't have picked a better place to potentially put a septic. The challenge is we don't have, so the County itself no longer has something. They have their own problems they've been having to deal with and close those down in trying to meet regulatory requirements. The next closest place is down in Dona Ana. Dona Ana has closed their own facilities that's left us several private facilities, which is limiting as well. The cost to the consumer would be extravagant to be able to pump septage from here and transport it, pay their fines and fees and etc. It would put an enormous burden on the people not only in the city of T or C but in Sierra County. It would be very costly. One of the challenges is trying to keep costs at a reasonable amount knowing that in a round-

about way, it's a utility that we're able to provide. Understanding that the income levels of many of the people who are on septic systems, it would be harmful. Not only that, because they don't have that, they either not cost wise be able to handle that, they would be dealing with septage themselves which would be not a very good situation. One of the things we had to do, also a service that we offered because we saw a need, was down at the state park. No matter how many times we talked to the state park, the people when they come down to visit from other areas were dumping their RVs in the lake. It took several news stations and a house representative to get the state park when we said we would purposely build a truck to service the RVs. Please stop polluting our lake and our beaches. We want to keep them clean. We provide that at a very reasonable price because we want to keep the beach clean. My employees work all summer long on every holiday weekend to service RVs to make sure our lake, our water is kept clean.

Mayor Pro-Tem Hechler: I'll be interested to see what the environmental department says about that property. Do you have an idea how much septage you're going to be depositing there?

Mark Shipley, Talon Septic, LLC: Right now, it's based upon on a variety of things where actually they want to categorize it based upon gallons per day. Given what our past history is with what we're trying to look for growth, we're looking at building an area. It's roughly about 9,000 square feet, and it'll be a burmed area that's fenced and burmed that we can put septage. That will handle approximately 5,000 gallons a day, which we are nowhere near right now.

Mayor Pro-Tem Hechler: Will you be accepting any customers from other locations to dump septage there?

Mark Shipley, Talon Septic, LLC: One of those things is that is to be addressed. We have to determine what the NMED will require or allow us to do. They really set the standards. We can only comply with what they want. That falls back to the engineer and also to Ground Water Bureau and to the NMED. We follow their rules, and there is no ambiguity in their rules. Either we follow or we don't get permitted and then of course, we have to follow very strategic guidelines the entire time with inspections to verify that we're not harming or hurting anything environmentally with that. Whatever they say that we can do, and at that time we plan on trying to cross that bridge. They are looking at a variety of things because many municipalities are shutting down their facilities, they realize it can be a strain on municipal sewer systems and trying to handle that sewage treatment systems that they have. As they are shutting down and not allowing those to happen, more privates are coming in but they're more particular about it. We've looked, asked, and requested. One facility hasn't gotten back to us that is in Dona Ana County. The other one said "nope we will not take what you have when we can't verify where it's from". Socorro said "we won't accept anything from you". The closest, if the one says yes potentially that's in Dona Ana, the next we would be hauling it to Belen.

Mayor Pro-Tem Hechler: Now, I want to be careful that we limit the use of that property. Obviously, if you're permitted, you can do what you're permitted to do. I don't know if I want to solve everybody else's problem. Down the road, we're going to have to clean this mess up.

Mark Shipley, Talon Septic, LLC: In here, just like in mining practices, the state then will deem what reclamation is required by the Environmental Dept. They tell us what we have to do in remediation to make sure that it's reclaimed appropriately at the term of our... their permitting is a 5-year permit. Once it's granted, so it's about a 6month process to go through all that. We meet with them on several occasions. They come down for soil testing, water testing, drilling, all those things to verify even before to make sure that they will allow us to do that. The least part of that is the purpose of leasing the land is so we can start the process. Without that, they won't even allow us to start the process to say is this going to be viable. Will they allow it? We looked at other places and proposed that. And they said "no we won't allow that". One was the old landfill. It's a landfill, and they wouldn't let us use the landfill. We have then proposed, and this one seems like it's the best choice. We would follow all of their requirements in reclamations.

Mayor Forrister: Is that the purpose of, I'm guessing, you want to lease until you get the go ahead and then is that at some point you want to purchase.

Mark Shipley, Talon Septic, LLC: We couldn't even move dirt until we had the permit to construct from them. The least then is to be able to have some control to say we have some control. We've been granted. This is where we want. Now, we can start the application process. We've already started the process knowing that was one of the things. You control the land so before what will you do? That was the conversation we've had with the City Manager and Assistant Manager verifying. We've got to figure out how to make this move. Our timeline with the city waste water is very limited. Again, we're really protective of that contract that we have there.

Mayor Forrister: Roughly how long if we sign this today saying yes, we'll lease, before you're up and running?

Mark Shipley, Talon Septic, LLC: Reasonably within this year – 2024. The sooner, the better. We're very careful about what we want to do. We also want to have a facility that's up and running and being able to maintain it.

City Attorney Rubin: Actually, the lease does call for commencement of January 1, 2024.

Mark Shipley, Talon Septic, LLC: We would start making lease payments. Lease payments based upon the appraisal for lease. We just split that annual amount into months. As of January 1, we would start making payments on that even though we're not able to use the land for anything until the time they grant us a permit to construct.

Mayor Forrister: I'm assuming this is something the city would want, so that we would have you stop that contract.

Mark Shipley, Talon Septic, LLC: Absolutely, this would take away the strain and struggle that we're already imposing upon the city with the contract that we have. We want to be able to pull that away and deal with it ourselves and not have to worry about that but also providing services for the residents of the city.

Mayor Pro-Tem Hechler: This is one of those decisions you make that's not fun for anyone to make because we're dealing with septage. I know the effects on our sewer plant are detrimental to keep on doing this. I know it's a headache for Arnie to deal with every day. We have to make another decision. If we don't make any decisions, then where is this stuff going to go? We have to make a decision. None of these decisions are popular sometimes, but we have to take the least evil here. Your proposal makes the most sense.

Mayor Forrister: I agree with you that it's not the best situation. I also want to commend you as somebody else coming in to help solve the problem within our community and take the strain off of our waste water plant. This makes really good sense. We have to follow certain guidelines, and I think that's great that somebody else is taking that load off too.

Commissioner Fahl: My question is about the permitting process. Do you know through that process, are you going to have to conduct public meetings and let people comment?

Mark Shipley, Talon Septic, LLC: I know one of the things about them, in the limited amount of understanding of this whole process. Again, that's why we've hired this engineering firm to do it. We need a professional environmental engineer stamping off on everything to make sure this is his... One of those things has to do with mostly residential spaces that the distances from you to residences and being able to post for those. When you're dealing with commercial properties, not necessarily. We know that we have some regulations to make sure that we don't build structures certain heights based on FAA based on our proximity to the airport, but we're not within the airport spaces not directly on the airport. We're across the road from the airport. There won't be any structures. We don't need a structure. We need fencing, usable roads to be able to get in and out of there. There are no residences around there. You cannot build to the south of us because it's in line with one of the dirt runways.

Commissioner Fahl: To follow up on that, permitting with NMED is very time consuming. If you're issued a permit, can the public appeal that decision, so that it would stop it? You put something in the ground, someone's going to try to stop you. We need to prepare for it taking longer.

Mark Shipley, Talon Septic, LLC: One of the differences about that under where it's since the policies and the regulatory requirements are already in place, we're not the first one doing this. This is procedure that's been going on statewide for a long time. Outside of proximity to residences where you have to post and have a public forum. We were really careful in looking for land that would be appropriate as far away from residences as we could find and land that ultimately, you can't build on anyways without remediation currently. Then being able to do what it would require, what utilities are already there. We were really picky and choosey to make sure we were as far away from everybody so that

wouldn't be problematic. I am sure there will always be every individual that will complain. My daughter complains about plastic bags from Walmart and fried chicken in cellophane.

Commissioner Fahl: I think that's something we need to be aware of. Even if you get your permit, then somebody could still try and stop you.

Mark Shipley, Talon Septic, LLC: I know the one who will not stop us is anybody on a septic system. They'll also be the ones that will come to our defense. We know right now in looking at the cost between if we were not able to have a local facility. Currently, the cost of pumping a standard septic system is about $350. It would go to $1500. Anybody who's on a septic system, you would pay such... COVID taught us a lot. We ended up replacing more septic systems in Sierra County in the two years of COVID than in the last 10 years. It's because people's septic systems were already on the verge of collapse. They just spent more time using the bathroom at work. The moment they were put home, they ruined their own onsite waste water treatment plant. When that happened, it showed that we have some issues that we're trying to clean up. The regulations are getting more and more stringent, not less. Also, there is a movement going through because of the efficiency of septic systems to unsaddle the burden from the municipalities and sewer systems. Requiring home owners to handle their own septage on their own land and not have to worry about the challenges because of the cost of maintaining, upgrading, improving of the municipal sewer systems. They are just costly. I was in a conference in Dallas, TX, and they are opening up huge subdivisions. Big homes all have to have septic systems. They city said they will not extend sewer.

Mayor Forrister: Not even within our city, but within our county, it's just continuing. More people are putting in septic tanks. It's going to be an ongoing situation that we have to have a solution for.

Mark Shipley, Talon Septic, LLC: Our demand for RV parks. RV parks are what we consider high strength waste, so we have to put in fairly expensive, advanced treatment systems. They are micro sewage treatment plants that have to be constantly monitored and tested. Water testing on not only the septage but the wells to make sure they are meeting all the regulatory requirements. New Mexico has some of the most stringent environmental laws concerning septic systems in other places. They will only get stronger, which I'm an advocate for that. I want you to know that. I appreciate how valuable water sources are and keeping water clean. Septages can be a major contaminator. Cleaning that up and trying to keep it clean. I appreciate what we have for our resources. They're limited as they are. What I can do as my part to make them better, I will. That's our focus as a company. We are environmentally concerned.

City Attorney Rubin pointed out certain provisions of the lease to make sure everyone was in agreement on terms including that the option to purchase will be at appraisal at time of executing this option not necessarily the current appraised value.

Mayor Forrister: I want to point out that it seems we're in a weird situation with leasing vs. selling. If we didn't do this, I'm sure you could go find somewhere else and buy it and then we don't have any say in this at all. This is just giving the city an opportunity to have a hand in this game. We wouldn't have that if you decided to go buy somebody's private property and do this.

City Attorney Rubin: For people listening in, look at page 375. At date of appraisal, it was appraised at $172,500.

Mayor Forrister: If all of this goes through, is that your goal to purchase at the end of this or continue leasing?

Mark Shipley, Talon Septic, LLC: The purpose of the lease is to allow us to have that control, so we can get through the permitting process. We can't do anything with the land without the permit to construct. Once we have constructed it and it's been signed off and permitted to operate. Once we receive the permit to construct, our hope is to exercise the option to purchase at that point.

Commissioner Fahl made a motion to approve the Property Lease Agreement with Talon Septic, LLC. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

E. PUBLIC COMMENT (3 Minute Rule Applies):

Ariel Dougherty addressed the Commission with various comments. (Complete copy attached hereto and made a part hereof).

Ron Fenn addressed the Commission with comments related to:

- I have emailed you all this in a packet because it's more than 3 minutes. This is about the armory property that's subject to the ordinance that you just passed 3 weeks ago. The 13,000 square foot armory is only part of the Sierra County Assessor's parcel. The assessment along with a large storage building and animal shelter. The building is not worth a million dollars. Expenditure of $4.5 million, which actually computes to $6.2 million with interest, would not raise the full value of the property by that much. However, it would merely increase the amount of exempt tax value of the property. Potentially favorable use of the building would be to sell to a commercial entity and have them repair the building at their expense, for their use. They would be producing a product or service at that location that would pay GRT into our coffers rather than taking GRT out of our coffers. Some fallacies in the report that was part of the ordinance that said that 13,000 square foot building would cost more to build than renovate. Who said we needed 13,000 square feet. They're in 5,000 right now, and with the same size police department, the city's population is lower than it was when they were in a 2500 square foot building. I was also given, by a proud member of the community, the alternate proposal that I included in this packet, which would be to use the former county

office building on Van Patten and Broadway. This would make more sense. It's a 7,500 square foot building. It is not anywhere near the cost of this renovation that will just harm this community.

Kathleen Sloan addressed the Commission with comments related to:

- I ask that you not approve agenda items J6 and J7. These are articles for RP awards. About 4 years ago, you didn't use the same procurement process on call RPs to come up with a list of architects and engineers. After that, it appears, it's not transparent, it's very hard to know how engineers and architects are hired, by whom, and for how much. It does not show up on your $20,000 or over purchase list that you have on every agenda item. This would appear to open up the same process where anybody can hire anybody on this on call private company. It's not even a contract because you would still need to contract with people. It's a procurement process that's so open-ended that does away with the city commission's oversight of the expenditure of millions of dollars in architecture, engineering, and private company fees. I ask that you instead draft policies that control these kinds of expenditures. You didn't set a policy. You didn't make a policy decision. The staff is supposed to execute your policies, but they appear to be making policy and then you're asked to approve hiring them. The first step should be "do we want to hire outside firms to provide these services?" For instance, Smithco are working on water and sewer lines. It would be less costly to hire people on staff that have this expertise instead of hiring a private firm like Smithco. Thank you.

Ray Downs addressed the Commission with comments related to:

- I want to comment on the police department. The town's not expanding. It's not growing. Would money not be better spent on the water infrastructure of the city? Everybody knows the problem with that. Referencing issues due to water pressure. Discussing water pressure regulator valve. The water pressure at the top of the hill is 80psi. That's ridiculous. The poor people at the bottom of the hill are in trouble. Half a million dollars could be better spent on the water system.

F. REPORTS:

City Manager Gonzales reported the following:

- Water update: Last week, we were fortunate to have the NM Well Water Assoc. come by with one gentleman that has volunteered his expertise. He is certified all the way across to come and help the T or C water dept. knock out these leaks. I'm so proud of the staff we have in the City of T or C. The Electric Dept. let us commandeer their vac truck and the water dept. vac truck. We have two crews starting in Williamsburg going east and knocking out our leaks. The quick update this morning was that the teams have finished close to 14 leaks yesterday out of the 24 they had scheduled to complete this week. Today, they will finish Veater and side streets. Water outages on Simpson and Platinum with surrounding areas affected. We also have water being turned off at 1st and Magnolia and

South Silver Street & 1st Street The water dept, the compliance Ms. Foreman is letting everyone know when those things are happening. The guy's plan on working another few hours, so the total leaks today will go up slightly. This was last night, so they did 14 leaks. They could have done anywhere from 16-17 leaks. They did that Tuesday, Wednesday, Thursday. Next week, Tuesday, Wednesday, Thursday. We've had some bad luck with equipment, so with both vac trucks running and this extra help we have, our water department is really focused on knocking these out. That's where we're at with that.

- McAdoo Street: Windstream finally came Monday. Last week, they uncovered a main utility that goes down the alley and across the street. It was laying on top of an 18" footer of concrete. They came back Monday with jackhammers and all the stuff to break up concrete. They broke up concrete and lowered it. I think we're ready to roll. The contractor is on standby. He's looking and checking. I think we're ready to rock n roll on that.
- Those are the biggest headaches for me. I stand for questions.

City Attorney Rubin reported the following:

- It's good to see Magistrate Judge Lee here. This is good timing. We're going through a transition period right now with the Magistrate Court. He was alerting me there are some issues that he's probably going to need some help with. He and I were talking. We're going to try to brainstorm some ideas to make this as smooth a transition as possible. I'm looking forward to that. Just looking at our schedule today, we had executive session scheduled. We are going to be having an attorney who is going to be calling in on that. He and I were talking a couple days ago and I suggested we would call at 12:00. I didn't know how long we'd be at that point. I'd rather keep the 12:00 appt if it's ok with the commission.

City Commission Reports:

Commissioner Mitchell reported the following:

- Thank you to Main Street Truth or Consequences and the Truth or Consequences Police Dept. for their help with Old Fashioned Christmas last weekend. It was a really big success. We had a great turnout. There were tons of people downtown and a shout out to everybody that helped with it including the miracle getting a hayride put together in two days. It was a great addition. We're hoping to bring it back again permanently. A lot of people did a lot of hard work. She thanked Rolf for coming and giving the tree-lighting speech and stuff.
- I wanted to say to the public to make them aware of the situation with the Police Dept. in the sense of money that we're getting for that department goes for that department. It cannot be moved and switched over to the Water Dept. as much as we want it to. I know the people think we're wasting money. The thing is, we're getting the money specifically for this. Therefore, we cannot use it for something else. I don't think the public understands that concept. That's what we keep getting hit over the head with. It's not picking and choosing. We have money earmarked for this. We're going to use it. I was hoping to clarify that point.

- I also wanted to thank Commissioner Harrelson for her service for the past two years. It has been a pleasure serving with you. You're going to be missed. We hope to see you back here.
- Congratulations to Mr. Hoeppner, and I look forward to working with you in the future as well.

Commissioner Fahl reported the following:

- Shelly, it was great working with you. Change is enlightening and can be good. We have to look at the positive, and Ingo's going to bring a whole new perspective. It's going to be fun.
- I wanted to say something that's really cool that's going to happen in the future. As you know, I represent the Geronimo Springs Museum board. We've come up with a concept. Most of the museums in our county are recognized non-profits. We're all struggling to stay open, so they came up with this neat concept. There are these specialty license plates that you can buy, and whichever one you want to buy supports a certain effort. I think that $25 out of that specialty license fee goes to that organization. We prepared this presentation to the county, and they've agreed to sponsor an effort to get a license plate for Sierra County basically. The license plate has been designed by somebody on our board. Apparently, there's a national license plate collector's organization. He had it designed. Sierra County is Spaceport America, so it has space and the Zia symbol. It's a really cool design. In order to get the processed, you have to have a public body sponsor it, so the county has. They'll have to take it to the legislative body to get it adopted. This is a 30 day session, so we can't get that done. Senator Brantley has agreed to sponsor it on the senate side. Representative Jaramillo will do it on the representative side. When they get those funds, it'll go to the county, and our museum is going to administer that. We're going to divide the money up. The 4 museums would be Kingston, Hillsboro, the Veteran's Museum, and Geronimo Springs Museum. That will be an exciting thing. Someday, when we get it there, support that. It's a really pretty design.

Commissioner Harrelson reported the following:

- I went out to the event that happened out at the fairgrounds. The event was really to support community on knowing what's happening in legislation and what things can affect our community as far as laws that are going to be in place. I'm going to let Mayor Pro-Tem about most of it. I'm going to talk about the education portion that I get hammered on. As you know, I will continue to advocate for small children because that is our future. We've got to remember that the biggest employer in our community is the school systems. A lot of the things that happen up there do affect all of our educators. Not only our children directly but our educators. There are a few bills that are going up in Santa Fe that'll happen in January that will directly affect the classroom. A couple of them I think directly affect the work I do. There's a couple of bills. One of them is every student will have a literacy plan developed. That's going up on the floor so that we can start raising our reading rates. New Mexico sits at 33% proficiency reading rate. We

want children at 100% proficiency. We're sitting at 33% as a state. In T or C, we're sitting lower than that. I can tell you at the end of last year that our reading rates were around 28%. I can tell you by grade level kind of what's happening. When we talk about reading, it's a civil rights issue. Reading is the foundation for everything we do in our community. If you cannot read, you can't do math at the higher level. You have to be able to read to get a job. You have to be able to read to do everything. It's the bottom foundational thing that our community needs. Every person in our country needs to be able to read. Looking at that, that is why some of that is being put in place. That's one bill that's being put on the floor. Another bill that's being put on the floor is New Mexico is looking at outlawing the 3-cueing system, which is how we were all taught. There are 13 other states that have put that in place. There are just some bills like that. We really need to know about reading and about why it's so fundamental to our community and to our future.

- I will be known as we go forward as the de-bunker. I just wanted to address a few things that happened from the last commission. Last commission, we had this beautiful family here with many children. Once again, I'm speaking about children again. There were children here in the audience that were – I love to see bright shiny faces like that. During the break, the students came down to discuss how they could get to the Spaceport. I just wanted to share that out because there were some miscommunications put out about the conversations. The children and parents wanted to know how to get them to see a launch at the Spaceport. Rolph and I had this little discussion about that. What was reported out was more something twisted about January 6. I don't know how that got into the conversation. The conversation was about how we can get our students and people in our community to be able to see something that's local like that to be a space launch.
- Talking about the armory, I'm going to piggy-back with what Destiny talked about. If you don't use the money for what it's allocated for, it goes back to the government. You can't just re-allocate it to something else. I think there's a miscommunication on how public funding is used. It happens in the school level. It happens at this level. When you get specific funding for use of a repair or to remodel or something like that, you cannot use it for something else. What happens is it goes back to the government, and you don't get to use it at all. You have to think about those sort of things. When you get funding specifically earmarked for something like the armory, it's for the armory. You can't use it on anything else. I just want to make sure we need to be really diligent as you go forward in really explaining how funding works. I think there's a miscommunication city-wide.
- We don't have the staffing to do the on-call or we would do it in-house. That's one thing we have to remember. We don't have the staff in-house to repair issues. That's why we have to contract out. If we were in Las Cruces, we could do it in-house. If we were in Albuquerque, we'd do it in house. We as a city work on a skeleton crew. Every department here would like to have more people involved with them so they could do more work. We don't have that. We don't

have the funding for it. We don't have the revenue. We don't have the positions to fill like that. We'd love to have that. We don't have that.

- There are things that every person should do. Everyone should try to volunteer at a school. Just do it for one day and see how it feels. Everyone should try to wait tables. If you've never waited a table, there's a whole different ball game there. Sitting in a hot seat like this is a really good civic thing to do. I'm happy to be here. It was an honor to be here. I think that everyone should take a turn sitting up here. It is very important to be able to be part of your community and share out and be able to be non-biased when you have a situation coming in and do what's in the best interest for the city not just one department. I hope when Ingo takes over, that he is able to be non-biased about decision making and not focus in on a specialty area, thinking about our entire community, all of the community, not just a single area. With that being said, thank you so much for letting me sit here. It's been an honor to be part of our community, and I appreciate it. Thank you so much.

Mayor Pro-Tem Hechler reported the following:

- I attended the legislative forum that Commissioner Harrelson talked about on December 1st at the Albert Lyon Center. Some things that you should be aware of that the state is considering doing.
- They're considering putting in new taxes. Putting in new taxes at a state-wide level when you have a $3.5 billion surplus makes no sense to me. I'm hoping that some of you folks will call and let them know how you feel about it. There's enough money there to cover things right now. We have a $3.5 billion surplus. Hopefully, we'll get some of that money for our streets, for our water systems and things of that nature. We're going to be asking for it. That makes sense to me. This is a short session, so the Governor will call the things that she wants to talk about. For instance, a possible minimum wage increases to $16. Works great in Santa Fe. Works great in maybe Las Cruces and Albuquerque. Doesn't work great here. When you increase the minimum wage to that amount, it's going to really hurt our small businesses. How are they going to continue to function? Their ability to hire more people isn't going to happen. That price is a tax to me. You're going to have to charge more for goods and services to the common folks to make sure that you can pay that $16 wage.
- They're going to be talking about medical malpractice. They're going to phase out the limits to those things to our hospitals or trying to. The cost of insurance is going to skyrocket. That's very detrimental to our local hospital. We're a small hospital, so it's very difficult for us to even get insurance companies to bid on our medical malpractice insurance that we want. I think we've asked for 20 companies and 1 or 2 responded. The prices have doubled, and it's going to continue to go high. We've got to fight that. There are caps in place right now for medical malpractice in this state. We need to keep those caps. If they remove those caps, and there's a 20- or 30-million-dollar settlement down the road, it's going to break our hospital, and we won't have a hospital. I think that's very important to pay attention to.

- One small item on schools – nmvistas.org is a site you can visit. Anybody can visit to look into our schools to see how they're doing. You actually get a report card and a grade on how our schools are doing in comparison to other schools. You'll see how we're doing in reading, writing, math, science, you'll see rates of attendance and things of that nature. You can actually compare our school with other schools. Every parent or anyone concerned with our schools should go to that site and look. I spent some time on it the other day. It's very informative, and it tells you the health of our schools, what we're doing here, and how we're doing it. Please visit that site. Responding to question by Commissioner Harrelson: Your numbers were pretty close. We're not at the average for the state. Our state is 50th in the nation. Figure that one out. You don't hear much of that from Santa Fe. We should, and we should hold people accountable for those things.
- Shout out to Sierra Soil & Water. If you noticed, yesterday they started the invasive salt cedar removal at Ralph Edwards Park. It looks barren, but it looks good. It's nice to get those invasives out of there. That was one step. The next step is to get some trees planted. I'll be working on that the next few weeks and see if we can't get some things going in the form of a grant or maybe developing a tree farm, so that we can have a source to get some trees. Also, a couple of area farms and ranches have indicated they may give us some trees. I'll be working on that, and it'll be a good thing to do down the road.
- I attended the South-Central Regional Transportation Planning Organization meeting on December 5th. Of note with that is Dona Ana County is applying for a grant to improve their bus services. They're going to include Truth or Consequences, which I think is important. They'll be going from all the way down to Mesilla, all the way up to Walmart in town here, Elephant Butte. My concern with that is, I think it's a great benefit for our community, but I don't want everybody going south. I'm hoping that we get our business, our hot springs and folks, to advertise, so we can get people from Dona Ana and Las Cruces to come north to visit our community and visit our towns and all the things we can provide here. That's an interesting thing to happen. I think it's going to be good for our community, but we need to use it to the best of our ability to get things going both ways.
- Old Fashioned Christmas – Destiny hit that really well. What she didn't do is thank herself for doing the parade. Thank you, Destiny, for doing the parade. You did a great job. I appreciate that very much.
- I attended another ribbon cutting on December 9th. The Turtleback Disc Golf Club is putting a 2nd 9-hole course at our golf course. They call it the Gila Course or the Gila Monster, which I thought was pretty interesting. They're going to do a tournament in February with 140-180 participants. We're going to get our money back for doing that. It's a great organization. I really appreciate that.
- I met with Judge Sanders, our Chief, our City Manager, and Clerk Torres for a final transition to close the court and transition it to Magistrate Court. Discussion centered around archiving some of our files and things like that especially DWI files which I think have to be maintained 55 years. We'll have to maintain some of these files, and we're going to be able to do that. It was a productive meeting. Judge Sanders was interested in somehow figuring out a way to keep teen court.

Teen Court is a very beneficial alternative to our community and our students, so we don't put them into our justice system but find a remedy to figure things out for them. I'm looking forward to being able to work for Judge Sanders in that regard.

Mayor Forrister reported the following:

- Salt Cedars: If you guys have seen the park, they're all cleaned out. Today, they're moving over to Rotary Park.
- Last meeting, we were going to State Volleyball. We ended up 3rd, made it to the final 4. I was hoping for a little bit better. That's a very big accomplishment when competing with private schools up north. I'm very proud of our team.
- Basketball is hitting the ground running. If you get a chance, go watch a game.
- Merry Christmas and Happy New Year.

Commissioner Hechler reported the following:

- I've been conversing with Sonya Cooper who is at NMSU about the Lavelle Johnson Center. She's looked at the previous engineering plans and building plans. I talked with her extensively about the building itself. She's going to recommend a geo-technical engineer to come in to talk about the foundation of the building. That's the first thing that needs to be stabilized. Whether we go to turn down slabs, strip footing, piles, or Caissons. We have to come up with a remedy to figure out how to stabilize the foundation first. Then she will help us with anything above that. We'll be reaching out or I'll be talking with the City Manager about possibly reaching out to some engineering group to see if they have it a technical engineer on staff who can do those things. I want to ask Lodger's Tax to help us pay for it because this a building that is conducive to the public and our community. We may end up doing that down the road. I'll stay on top of that to see what we can get done.

Commissioner Mitchell added the following:

- Reach out to Gina Kelley for getting it on the National Historic Registry because they have funding for the Lavelle Johnson Center too. Also recommended talking to another program about teen court.

G. CONSENT CALENDAR:

1. **City Commission Regular Minutes, November 15, 2023**
2. **City Commission Special Executive Session Minutes, November 29, 2023**
3. **Acknowledge Regular Planning & Zoning Board Minutes, October 10, 2023**
4. **Acknowledge Regular Public Utility Advisory Board Minutes, October 16, 2023**
5. **Acknowledge Regular Lodgers Tax Advisory Board Minutes, September 25, 2023**
6. **November 2023 Accounts Payable**

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

H. PUBLIC HEARINGS:

1. **Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 758 An Ordinance Amending the City of Truth or Consequences Municipal Code of Ordinances, by Amending Section 14-30 of the Code Pertaining to Access to Property:**

Bo Easley, Electric Division Director: I am bringing back to you Ordinance No. 758 pertaining to access to property, and now I am just asking for approval to move forward with this.

City Attorney Rubin: As I pointed out when we went to publication, you have in your packet not only the clean copy of the proposed amendment but also the red-line version, which gives you the changes. The changes were very minimal here. All we did was delete the phrases meter boxes.

Bo Easley, Electric Division Director: Yes, we added a 25ft pole.

Mayor Forrister opened the public hearing.

Proponents:

There were no proponents.

Opponents:

Ron Fenn: I want to speak about this proposed change. This proposed change really came out of a recent court case in which I was involved and pointed out the fact that electric meters belong to the people, the home owners, the businesses. They are not part of the city's purview only the meters are. However, now this changing by eliminating meter boxes makes a further mistake because of the water meter boxes do belong to the city. You're changing one wrong item for another wrong item. This ordinance should state that the water meter boxes, etc. etc. etc. are the purview of the city not just eliminating the meter boxes all together. They never should have been part of the electric department's ordinance in the first place. Now in correcting it created another problem. Is that understandable?

Mayor Forrister closed the public hearing.

Commissioner Fahl: Bo, could you clarify the difference of what the ordinance says vs. what Mr. Fenn noted about meters and meter boxes?

Bo Easley, Electric Division Director: The meters are the city's responsibility. When a customer wants electricity to their house, they go to the utility office and request for a meter be set. We go out and set the meter. The meter can is the customer's responsibility. If anything ever goes wrong, they'd have to hire an electrician. The electrician has to contact the inspector. They have to make sure it's up to code per state electric code. When it's passed, we receive the permit, then we can go out and set the meter.

Commissioner Fahl: The meter boxes maybe you can clarify Sonya. What do they call the water meter? Is that a meter or a meter box?

Sonya Renfro, Utility Office Manager: It's a meter can. For the water department, probably 98% of the time, it's outside of the property. It's either in the alleyway or on the roadway. What Bo was talking about in his ordinance, it's on the customer's property. It's either on their house or on the pole. The water department does do the meter cans, but they're not inside the customer's property.

City Attorney Rubin: So, are we OK with this? By deleting the phrase meter boxes does that cause trouble with anything?

Sonya Renfro, Utility Office Manager: No, for electric, its meter boxes, and for water, it's meter cans.

Commissioner Fahl moved to approve final adoption of Ordinance No. 758. An Ordinance Amending the City of Truth or Consequences Municipal Code of Ordinances, by Amending Section 14-30 of the Code Pertaining to Access to Property. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. **Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 760 An Ordinance Amending the City of Truth or Consequences Municipal Code of Ordinances, by Amending Section 14-42 of the Code Pertaining to Energy Cost Adjustment.**

Bo Easley, Electric Division Director: As again, on this Ordinance 760, the one thing that we changed was us removing the automatic pass-through charge and changed the name to Energy Cost Adjustment.

Mayor Pro-Tem Hechler: I still have an issue with "the city commission shall review production cost annually during budget hearings and shall set the amount of any increase

or decrease in rates for the following year" That's a whole year. I propose it to say, "The city shall review the production cost periodically and shall set the amount of any increase or decrease".

Mayor Forrister: It's on 114, right? It says "at any time and/or as needed".

City Clerk Torres: We did change it on the ordinance, but you won't see it on the red-line version.

City Attorney Rubin asked for clarification.

City Clerk Torres: At the last meeting, when this was discussed, they wanted **and/or** added after budget hearings, so we did add that onto the ordinance.

City Attorney Rubin: So, when it went to publication it had the language you are talking about.

City Clerk Torres: Correct.

Mayor Forrister opened the public hearing.

Proponents:

There were no proponents.

Opponents:

Ron Fenn: I'm looking at Ordinance 760 as it was published in the packet. I see no "and/or" anywhere on this.

Commission: It's in our packet.

City Manager Gonzales shows Ron Fenn where the document was located in the packet as well as the updated language to Ordinance 760.

Ron Fenn: What I have an objection about this whole issue is that you also say "passed onto the customer at a Pro Rata basis". Pro Rata means that the amount of money, not a rate, not a percentage of increase of anything, is a tax to each and every item, which is kilowatt-hour in this particular case. We never have done anything Pro Rata since 2000, since I've been here. No changes, no fuel charges, which is what the pass-through was in the first place, was calculated, and it was mis-calculated since its inception in 2000. There was a formula that compared and used the price difference between the Sierra Electric or the electric rate and the WAPA rate. They used that to calculate the pass-through difference. It was only used for a couple years until it was brought back as a firm number, and it's never changed. It's not a Pro Rata thing. It's actually a new rate. It's not included in the new rate schedule because the new rate schedule is actually lowering the

base rate and increasing this energy cost adjustment. Why are we doing that? The rate and I don't even know what this LD1 charge is. Nobody's explained what LD1 is, but it looks like adding the base rate and the energy cost adjustment. If that's so, why are we doing that? Why don't we just make the rate 14 cents or 14.34 or 15. Whatever the rates are, make that the rate instead of this ridiculous fooling around with adjustments where there were no adjustments. It was just passed as a rate increase without calling it a rate increase. I say that the issue was when this pass-through which still is in the city's ordinances, when it was done, they were comparing the cost of electricity at WAPA, which did not include transportation. If you added the transportation, which is more than what the cost of the rate was. The difference between WAPA and the Sierra Electric was minimal, and that was what they were supposed to be using as a pass-through. It was never done properly since the day they did it. Now, this whole rate schedule is pretty bogus. I don't know why the energy cost adjustment is higher than some of the rates, higher than the rates themselves for commercial and non-commercial. It makes no sense whatsoever, but it does hide a lot of things that people are paying for. The biggest problem I have with this thing is, there is no itemization of our bills, which is required by the state.

Mayor Forrister closed the public hearing.

Commissioner Fahl: I'll just ask a question since that was in Mr. Fenn's opening statement. He claims that the Pro Rata basis was never in our ordinance. Can you clarify that the only thing we're changing is the title? So it's always been in this ordinance, is that correct?

Mayor Forrister: It was called an automatic pass-through charge. Now it's called an energy cost adjustment. We adjusted the and/or.

Sonya Renfro, Utility Office Manager: The Public Utility Advisory board, George, he had that changed a few years back.

Commissioner Fahl: That's all we're doing today. I just wanted that clarified.

Commissioner Harrelson: Also clarify that your billing statements are in code with what the state regulations are.

Sonya Renfro, Utility Office Manager: Yes, we're audited every year. The state auditors have come down and thoroughly checked out the utility bill, and they've never cited us with anything.

Mayor Pro-Tem Hechler: The energy cost adjustment works both ways. It protects the city. It should also protect our consumer, so if there's an inordinate shift in energy costs, I'm hoping that we can give the benefit back to our citizens. How often would we review this or how often will we take action? I know it's "as needed", but who makes that determination?

Commissioner Fahl: Wouldn't the Public Utilities board be aware of what's going on?

Sonya Renfro, Utility Office Manager: I actually have a spreadsheet on my computer from. Mr. Swingle can have someone come down and look at our rates and stuff. Also, I believe it was Mr. Szigeti, gave me a spreadsheet. Priscilla and I can plug in what we paid for solar, and what we paid to Sierra Electric co-op, and it actually gives us the price per kilowatt that we are incurring.

Mayor Forrister: How often do those change when we purchase?

Sonya Renfro, Utility Office Manager: We've been on a contract. Our prices haven't changed. We haven't needed to adjust it, but we do check it regularly.

Mayor Pro-Tem Hechler: I don't know what incremental process there is for us making an energy cost adjustment change if it's 2% or 5% or 20%. I don't know. I don't know if we need to clarify that down the road or if we need to figure that part of it out. We can't do it every month. I know that.

Sonya Renfro, Utility Office Manager: The way we explain it in the utility office is for the energy cost adjustments, it's actually the price passed on to the customer for what we're having to pay for an outside utility to buy electricity. Again, that price hasn't changed, but if it does, we'll bring that to the Public Utility and to you.

Mayor Pro-Tem Hechler: For the lack of a better term, it's just a pass-through for us. So we don't really have to change anything.

Commissioner Mitchell moved to approve final adoption of Ordinance No. 760 an Ordinance Amending the City of Truth or Consequences Municipal Code of Ordinances, by Amending Section 14-42 of the Code Pertaining to Energy Cost Adjustment. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. **Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 761 An Ordinance Amending the City of Truth or Consequences Municipal Code of Ordinances, by Amending Section 14-45 of the Code Pertaining to Electrical Rates.**

Bo Easley, Electric Division Director: We went back and looked at our code. Pretty much all we did was clean it up a little bit.

Mayor Forrister: We heard from Ariel this morning. She's on our proponent list, and she's not here, but she said "see her public comment". She made a statement saying that would make us the highest in the state. In our reviews through Sierra Electric, we're going to be very comparable to them now with that. Here's to the public, if we sold it, this is what the rate's going to be and if we don't, this is what your rate's going to be regardless, this is

what's going to have to happen. Obviously, we're not going to be the biggest in the state because we'll be very comparable to Sierra Electric.

Sonya Renfro, Utility Office Manager: People who do opt out of the AMI, it causes a hardship on the department. Right now, water is super busy. Whenever we bill, they still have to stop what they're doing and go hunt down those readings. If we have the guys still having to go into the yards with dogs. Everything that we're trying to prevent by going in.

Mayor Forrister: We've already discussed, beat that dead horse, and it's $50 going to stay that way.

Mayor Pro-Tem Hechler: You mentioned to us that the number of people that were opting out. How many folks were there, 2 or 3 did you say?

Sonya Renfro, Utility Office Manager: Yeah there's closer to about 6.

Commissioner Fahl: But less than 10. So, her comments about creating a financial hardship when there's only 10 people. The majority of our community.

Mayor Forrister opened the public hearing.

Proponents:

There were no proponents.

Opponents:

Ron Fenn: There is a strange thing in this Ordinance 761. It says "customers will be billed according to meter size as set by resolution." Where is the resolution setting the sizes of meters? I haven't seen anything on that. Again, the "Energy Cost Adjustment", anytime there's an increase in the wholesale cost of gasoline, fuel, diesel, energy, the charges that the electric department uses in their vehicles for instance, that difference is supposed to be passed along Pro Rata. That means that you have to, any time there's an increase, once a year or anything else at any time. That means that you have to be monitoring it constantly. Every month, well, I doubt this, but it's the language of your ordinance. The other thing is, in the rate structure, I know this is part of what you're passing today. There are some major little errors in here. The city street lights at $4.75 is not per kilowatt hours. It's per each. Mims Street lights, $2.12, are not per kilowatt hours but each. Large commercial, $10, is not per kilowatt hours, it's per kilowatt. Yard lights, $7.68, is not per kilowatt but each. This is a public document, and it's erroneous. It should be corrected. I know that's difficult. I would also like to know, what is LV1? It says here LV1 charge. What is an LV1 charge? Does anybody know that? It's not explained anywhere to the public. If we're going to be looking at this rate schedule. I'm going through a lot of trouble in the past over things that are not correct. This is a city. It should be making sure what they say, what they do, is at least correct. That's all I've got to say. Thank you.

Mayor Forrister closed the public hearing.

Commissioner Fahl: I do have a question. I had to look around in there to see what he was talking about. Under street light, what does that mean "meter size as set by resolution"? I guess I didn't notice that before. What does that mean? Street light E2 in the regular resolution. It's in the ordinance.

Mayor Forrister: It's on page 125 in our packet. Page 404, it says: Street light.

Commissioner Fahl: "Street light E2: the customer will be billed according to meter size."

Sonya Renfro, Utility Office Manager: "The customer will be billed according to meter size as set by resolution." That can mean a residential customer, a small commercial, a large commercial, a large commercial pre-paid.

Cross discussion clarifying that it's not the actual meter size but the usage.

Mayor Pro-Tem Hechler: Does the street light jargon have to be corrected where Mr. Fenn alluded to the kilowatt-hours where it should be per each? Does that need to be corrected?

Sonya Renfro, Utility Office Manager: He was talking about this, and all the charges he was talking about are under the customer charge, which is just a base charge. That never changes. We could take off the proforma on here, but in the customer charge, it's just a base charge.

Mayor Forrister requested to see the document Sonya was referring to since it wasn't included in the commission's packet.

Sonya Renfro, Utility Office Manager: Also, this is a level 1 charge, so a lot of communities have different charges.

Bo Easley, Electric Division Director: He's jumping ahead. That's on our next two items. Just not on this one.

Mayor Forrister: So when this comes, just clean it up.

Cross discussion ensued about the LV1 being a level 1 charge and making sure the language is less confusing and easy to understand possibly including definitions. Sonya suggested removing the LV and adding later if necessary. Also clarified this is for the purpose of this hearing this discussion is in reference to this ordinance.

Mayor Pro-Tem Hechler moved to approve final adoption of Ordinance No. 761 an Ordinance amending the City of Truth or Consequences Municipal Code of Ordinances, by Amending Section 14-45 of the Code Pertaining to Electrical Rates. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Commissioner Fahl made a motion to move into executive session after item H3. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

K. EXECUTIVE SESSION

1. Limited Personnel Matters (Wastewater Dept.) Pursuant to 10-15-1(H.2).

Mayor Pro-Tem Hechler made a motion to go into executive session at 12:20 p.m. to discuss Limited Personnel Matters (Wastewater Dept.) Pursuant to 10-15-1(H.2). Commissioner Fahl seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Forrister reconvened the meeting in open session at 1:35 p.m.

Mayor Pro-Tem Hechler certified that only matters pertaining to Limited Personnel Matters (Wastewater Dept.) Pursuant to 10-15-1(H.2) was discussed in Executive Session and no action was taken in executive session.

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

a. Limited Personnel Matters (Wastewater Dept.) Pursuant to 10-15-1(H.2).

No action was taken.

The Commission returned to open session at 1:35 pm to continue the meeting with item I1. ORDINANCES/RESOLUTIONS/ZONING.

I. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Publication of Ordinance No. 762 TDS Franchise Agreement.

Assistant City Manager Alvarez: A while back, I brought an extension for the TDS Franchise Agreement. I noticed it had expired. That extension expired in June, and I'd been back and forth in some communications with TDS. They have agreed to renew their agreement with the city and increase the franchise fees they've been paying the city from 3% to 5%. In your packet, you have the new ordinance as well as the redline changes.

Mayor Forrister: What does that look like money-wise?

Assistant City Manager Alvarez: Unfortunately, I was trying to get that information, and the person in finance that we would normally get that from was out sick last week, so I didn't get my numbers.

Commissioner Fahl: Why is the Municipal Court building going to stay on the list when it is going to be vacated? If somebody rents it, we don't want to give them free internet.

Assistant City Manager Alvarez: To my knowledge it is not for internet. Jay and I were discussing that, and we think it is actually for cable TV from way back in the day. That is something that was in there previously.

Mayor Forrister: That has nothing to do with the contract though. We are changing that.

City Attorney Rubin: We had this ordinance from 2007 to 2022. It is basically the same ordinance. The only changes that were made were the increase in the franchise fee from 3% to 5%. We have the correct name of the service provider being TDS Broadband Service LLC, and then there is also, if we ever decide to operate a government or public educational channel, we now require that in paragraph 7A.

Commissioner Fahl moved to approve Publication of Ordinance No. 762 TDS Franchise Agreement. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 22 23/24 Establishing electric rates for the City of Truth or Consequences.

Bo Easley, Electric Division Director: After the electric rate study was completed, we decided that we needed to increase the fees for electric. The PowerPoint was presented to you with suggestions of what needs to be done, so now we want to move forward with adjusting our electrical rates.

Sonya Renfro, Utility Office Manager: We would like to strike the level one charge on the sheet that is provided in your packet, and we would also like to remove the per kilowatt portion on the line for the city streetlights. We want to strike where it says per kilowatt and where it says yard light per kilowatt.

Commissioner Fahl: If we adopted this, how much do you think your customers are aware of this potential change? Will you send letters to the customers explaining the increase?

Sonya Renfro, Utility Office Manager: The rates basically go up every July 1st, and we just let the customers know on the utility bill and we run it on there for about a month. We will do that for this increase, and we can even include a flyer in the envelope.

Commissioner Fahl: Doing a flyer is just more work. I think we need to do a good job at letting our customers know this is happening, so they are not "sticker shocked" when they see their bill from one month to the next.

Mayor Pro-Tem Hechler moved to approve Resolution No. 22 23/24 establishing electric rates for the City of Truth or Consequences with the changes noted. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Abatement Resolution No. 24 23/24 - 306 Foch.

Assistant City Manager Alvarez: For the next 3 items, I know that you have to take action on them separately, but just to summarize, these have all been through the Code Enforcement process, as well as being sent to the City Attorney for attempts to contact and work with the property owners. We have had no success with those so we will be asking the Commission to go through the property abatement resolution. The property has been through our Municipal Court process, and has been handed back to the city. The property is vacant, and the property owner does live in T or C.

Jamie Sweeney, Code Enforcement Officer: I officially sent a letter to the owners on February 8, 2022. I got them for litter, and a large RV that was parked there and storge on private property. At that time there was somebody staying in there. I believe it was the owners grandson. It was in pretty bad shape. We worked with them to try and get some things done. It is off of Foch and it is a road that is often traveled on, and this property is constantly getting complaints. I still to this day am getting complaints about this property. I sent a letter to them, and they originally did not do anything. We went to court, and then

he agreed that he would move the RV. That is the only thing to date that the property has had done to it. It has since gotten worse, and when I originally started the process, I didn't realize the extent to the inside of the house. I since now have been aware of that. It has caked animal feces onto it, and there were children staying in the home. You can see in the back side that it is a very filthy home. I don't know if somebody bought it, if they would be able to even clean it. We do plan to move forward with the dangerous structure on this as well. We can now go after them for a dangerous structure as per our ordinance, and the home owners need to be aware of that because that is going to be coming as well.

Mayor Forrister: Are they still living in there?

Jamie Sweeney, Code Enforcement Officer: I do not believe he is, but I think she is. The children were removed. The animals were even removed because it wasn't even livable for them. We had the owners surrender their pets because it was that bad.

Commissioner Mitchell: Can you explain the abatement process.

Assistant City Manager Alvarez: We have to notify the property owner, and we give them a copy of the resolution, and they have a 10-day appeal process. Our hope is that this will maybe kick them in gear, and maybe they will start doing something so we won't have to come back and for a dangerous structure, and so we won't have to abate the property because it is really hard to abate properties and not structures, as we have found with one other past property. When we hire somebody to go in, they just want to go in with equipment and take the entire thing down, and not have to work around a structure. We are hoping at notifying them, and saying hey, we are going to abate your property, and then we are going to put a lien on it, in which in essence the city would hopefully not obtain. We are hoping somebody else would bid on it like we have in the paStreet We don't hold onto liens for long. I have been pushing Jay to close on them quickly.

City Attorney Rubin: We have actually been doing really well recently with our liens. We have had some on our utility side that we have filed law suits on in the last couple of months for delinquent utility bills. The law suit threatens a foreclosure, and the people have been coming forward and have been paying after I have done that.

Commissioner Fahl moved to approve abatement Resolution No. 24 23/24 for 306 Foch. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. **Discussion/Action: Property Abatement Resolution No. 25 23/24 and Dangerous Structure Resolution 26 23/24 - 709 Broad.**

Assistant City Manager Alvarez: We are going after a property abatement and dangerous structure for this property. There are two separate resolutions, but it is for the same property of 709 Broad.

Jamie Sweeney, Code Enforcement Officer: We didn't take this property to court. Given where I am at, I can kind of gage it and see if it is even worth taking to court or coming in front of you. This was a property that I felt was going to add more time. It is kind of a diamond in the rough, and I say that because it is off the beaten path so you would never even know it was up there. When I called for law enforcement to go up there, they went to the wrong area as well. The address is 709 Broad, and it is next to Tractor Supply, off to the side. It is the only home that is up there, and you would never know it was there unless you were looking in that direction. I was called back in there in February of this year, and I remember it because we were doing our audit for our evidence room, and I wasn't doing Code Enforcement that week, but I got contacted to go over there because I had someone who was complaining about it. When we got there, we found that somebody had broken in. It was a well-known guy around here who has a lot of criminal history. We found him inside the home and he was arrested and was found with drugs. The Officers who were called went inside with me and we noticed that he had a nice little set up, so he had been in there for a little while. The owner of it had passed away, and it was passed to his daughter. At that time, I didn't issue a letter. I just explained to her that this property is massive with code violations, and I could immediately tell that it was a dangerous structure. I also told her that it needed to be cleaned up, and I kind of left it at that. Just a word of mouth of what needed to be done. Fast forward to July, nothing had been done so I went ahead and issued a letter. The letter was issued on July 11th. She did call me, and I told her that I would work with her, as long as she can work on my schedule and get it cleaned up. It is a bad property, and she herself has complained that things have been stolen off of there, and there are a lot of junk vehicles that are there. It is a huge line that is kind of broken down into two areas where the house sits, and then it looks like there is a junk vehicle yard next to it. I remember being a cop 9 years ago and going up there for something, and this was the second time. The area is very secluded but it is really close to town, so with that one I just went ahead and brought it to the Commission because we felt if we went to court, it was going to get turned back to us anyways. I did speak to the homeowner, and she did get quite upset with me, because I did agree to work with her, but she wasn't doing anything within the time that I agreed with. She did inform me that she has a life. I get that, but if this property is inviting vagrants coming in, drug activity, or whatever it may be, we have an issue here, and she is not making it a top priority, which it should be a top priority.

Mayor Forrister: I went over and looked in the window, and there were definitely people that were in there, and I bet if you went there today, there would be somebody else living in there.

Jamie Sweeney, Code Enforcement Officer: The property owner was a massive hoarder, and she will admit that. It was quite filthy inside, and I feel sorry for her because it was a

mess that she inherited. Both the inside and outside are dirty, and with the New Mexico winds, that trash is blowing around, and it is very close to downtown.

Mayor Forrister: So, what is the process on this? You abate the property, clean it up, file a lien on it, sell it?

City Attorney Rubin: Yes.

Assistant City Manager Alvarez: We will demo both the property and the structure. One of the resolutions is for the dangerous structure. They would either need to repair it or we would demolish it. We don't want to get into the same situation that we are in with the other property, where we can't get anyone to abate that property because they are afraid to touch one thing, and have everything come down on them. We really need to make a determination once we got on there of whether or not we could safely abate the property, and then board up the windows, and then potentially put a lien on it and sell the property. Or if we can't get someone to go and abate the property, because it is easier for them to just take equipment and knock it all out. It is never our intent to get rid of a structure that could potentially be remodeled or renovated, but at the same time, like I said, we can't make that full determination until we get full access. We don't have the ability to get full access until we do this. Like I said, we just don't want to be in the situation like we are with the other place where we can't get the property cleaned because we can't find someone to go clean the property because it is too difficult or dangerous to work around the existing structure.

Commissioner Fahl moved to approve Property Abatement Resolution No. 25 23/24 and Dangerous Structure Resolution 26 23/24 for 709 Broad. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. **Discussion/Action: Resolution No. 27 23/24 Property Abatement at 4100 East 3rd.**

Assistant City Manager Alvarez: The property is currently occupied, and they do have utilities connected.

Jamie Sweeney, Code Enforcement Officer: I was made aware of this property in May of this year. I noticed that there were a lot of boats and RVs on the property. It looked like a storage. I spoke to the homeowner Dustin Delatorre who is the son of Paul Delatorre. This property sits right at the intersection going towards the lake. It is a very traveled road. The property is within the city limits. I asked the owner if they had a business license for the storage. He told me yes, but I confirmed with the Clerk's Office that there is no business license for that property. We had an incident involving law enforcement where we had to go out there, and we were out there for quite some time. We had to evacuate the property, and we found out that there were people living in RV's over there as well. That was another violation that they had. He just has a lot of trash on the property. I

explained to him that he needed to get this done. I told him that I understood that it was a big property that he inherited, and it became his problem. I understood that, but his biggest argument was that he was not living within the city limits. I explained to him that his property is still within the city limits, and he has to follow our Municipal Code. He understood, but he did not do anything to rectify or fix the situation. He didn't contact me, and he didn't let me know if anything was done to it. At the time, I did not know it would be considered a dangerous structure. It wasn't until after the law enforcement incident where my officers entered the main house that we discovered it can be considered a dangerous structure. This was the same case as the other property where they didn't even try to clean anything so why waste the time to go to court if it was going to be turned back to us, and we would be here anyway. That would just add more time to a situation that he was not going to fix. He knows what we are going to do and he still has not done anything to the property.

Commissioner Fahl: So where exactly is the city boundary?

Jamie Sweeney, Code Enforcement Officer: It is almost when you get to the bridge.

Assistant City Manager Alvarez: I think I said that the utilities were turned on at that property, and I shouldn't have said that. We don't service any utilities in that area.

Mayor Pro-Tem Hechler: How many acres are we talking about here?

Jamie Sweeney, Code Enforcement Officer: It is a massive property.

Mayor Pro-Tem Hechler: It is going to cost quite a bit to abate this property, isn't it?

Jamie Sweeney, Code Enforcement Officer: Yes, it is. I would like to say that all of the stuff he has there would be easily removed, but I don't even know who some of these vehicles that are parked belong to, so that is another issue we have. We are going to have to run those numbers to make sure that nothing is stolen.

Mayor Forrister: The problem that is going to be really bad is that those people pay to stay there. There are lots of boat storage over there.

Jamie Sweeney, Code Enforcement Officer: This one is going to be a huge one, and I did consider that as well, but it needs to be done. He did say to me that it was a business, and he was running it. It also concerns me that these people are putting their stuff there because when we did a search through the entire property, some of the RVs had been broken into. It could potentially turn into a big thing, especially if one of the owners get contacted that their stuff has been broken into.

Mayor Pro-Tem Hechler moved to approve Resolution No. 27 23/24 Property Abatement at 4100 East 3rd. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. **Discussion/Action: Amendment to Resolution No. 21 23/24 Declaring a disaster in the City of Truth or Consequences related to waterline infrastructure failure.**

City Manager Gonzales: New Mexico Homeland Security and Emergency Management were here last Tuesday, and it looks like I must be specific about what caused the water emergency. I added two paragraphs to the resolution that say "*WHEREAS, the Cook Street Booster Station electronic control panel has been problematic for a few weeks prior to the following incident. The water wells had to be shut down to make the necessary repairs. The main electronic motor would not start, and when it finally started to run, a breaker was tripped, and the motor caught fire. The motor was replaced with the spare motor, but it also would not start. The problem was in the electronic panel, it took extra time to troubleshoot and repair; meanwhile the water levels in the storage tanks went to critical levels*" and "*WHEREAS, if a Fire incident or emergency had occurred, the city did not have the resources necessary to adequately protect the population due to the lack of water in the water tanks.*" Those are the only two paragraphs that were added because that pertained to that specific incident.

Commissioner Fahl moved to approve the amendment to Resolution No. 21 23/24 Declaring a disaster in the City of Truth or Consequences related to waterline infrastructure failure. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. NEW BUSINESS:

1. **Discussion/Update: PD Update.**

Chief of Police Tavizon reported the following:

- There was a mention of how things were done 50 years ago. In all my education, and leadership training, that is the worst thing you can do. I appreciate that none of you have that mindset because if you live in the past, especially 50 years ago, as you can imagine, law enforcement has changed completely since then. The state laws as well as the needs of our community have changed. They weren't dealing with Fentanyl at the time, and they weren't dealing with some of the challenges we have in our judicial system nowadays so to have that mindset is a little disturbing, in my opinion. One of our major opponents of everything that we try to do positive in our community was standing in my office in October, and he told me if it was up to him, he would demolish the Police Department all together in Truth or Consequences because there was no need for us, so that mindset, as you can imagine is asinine in my opinion. He thinks that the Sheriff's department would be able to handle the entirety of our calls for service. They get less than a 3rd of the calls that we get monthly, on average. They do what they can with those, but they are short staffed, and they are trying to fill that.
- **Monthly Update on Stats from October 20, 2023 - December 5, 2023:** My agency responded to 1732 calls for service. Not all of these calls were

emergencies, and not all of them generated a report, but it is as simple as somebody calling about a noise complaint or a suspicious person. Something that may have not generated a report, so not all of these are going to be reports, but they were still calls for service. It is something that the Sheriff's department would have to do if they decided to do that. Once we start breaking those numbers down. The actual Police Officers took 1051 calls for service. Animal Control took 347 calls for service. Animal Control is extremely busy. We have recently eliminated our Animal Control services to Elephant Butte, so that eliminated some of those calls for service. We are looking at some considerations for the County as well. They are operating on a 2018 MOU, and they are only paying $30 per call out, and then they fight to pay the majority of those. I will be presenting some numbers that the former Manager brought to see if we can come up with. Hopefully we can come up with a win/win solution for both of us. If not, we will just eliminate that and they can provide their own services to the County. We had 27 motor vehicles during that time frame. 27 is quite a bit, and listening to some of the comments earlier, that was one of the major incidences. So no matter what that individual says, we are needed. One of the things that I am going to do to try and help eliminate some of the traffic and speeding concerns, is I am going to allocate some of my grant money specifically to those areas, and have officers in that area working zero tolerance enforcement saturation patrols, and hopefully that will make some of those business owners a little happier. One of the things that we have to consider when we are running traffic enforcement is, are we ourselves becoming a hazard to the roadway. That roadway, specifically on MainStreet is dangerous. When you are coming around that blind side, you can potentially be becoming a hazard yourself to the roadway and cause additional crashes, so we have to be mindful of that. We will come up with an operation plan and we will implement that to try and help deter some of the speeding in that area. I know that we can't be there all the time, and obviously we have a bunch of calls for service that we are trying to address. Those are priority for us, but we will try to address the speeding issues with grant overtime paid by the state. SKI reports come in from CYFD. They are child abuse or child neglect cases. We have had 18 of them during that time frame. Generally, the officers will do the initial response and if there is anything substantiated with that, they will forward that over to our new detective. He has been extremely busy, and doing a great job for us. Our School Resource Officer took 19 reports. She was extremely busy during that time frame in the schools. That can vary from fights, to vaping, to absentees and stuff like that. We conducted 79 follow ups on those cases, so when we take the initial call, we don't just leave it at that. We want to make sure the problem has been resolved, and we try to make as many people as possible happy with our services. We had 2 DWI's during that time period.

Our Code Enforcement worked on 6 different cases during that time frame as well. We conducted 183 traffic stops throughout the city. We issued 58 citations, and we made 14 arrests which were both felony and misdemeanor. We have taken a lot of steps, and we continue to move forward with the challenges. I share your

frustration Mayor Pro-Tem on the different vandalisms that we have had, as well as the one we had on the brand-new sign to the Animal Shelter sign. 50 years ago, we would have been able to take care of that easily without the court system, but we can't do that anymore. There are even going to be some changes transitioning from the Municipal Court to the Magistrate Court. The Judge is bound to whatever the state legislature passes for the judges to do. They don't necessarily want to release these individuals, but they must because that are the rules that were put into place in Santa Fe. We are doing our best, and we will continue to do our best. We had some intel recently where there is a group from coming in from Socorro and the Albuquerque area to try and steal vehicles and catalytic converters in our area. We put that information out there so the officers are out there checking that out, and making sure that they can deter any kind of criminal activity during our calls for service.

- We have done 100% inventory of our evidence vault, as well as an audit. We hired an outside company to come in just in case there were any kind of discrepancies that we may have had with former employees. You approved a full-time evidence tech position, and she has kept up with that well. She also got us up to date with our records retention.
- We have the Shop with A Cop event scheduled for Saturday. We've had some issues with the procurement of the gift cards. I guess there are some laws in place with Walmart and money laundering, so you have to submit for a bulk gift card purchase. Hopefully we will be able to purchase the remaining cards, and Saturday morning at 10:00 a.m. will be the event. We have 80 kids that we will be servicing.

2. Discussion/Action: Property Lease Agreement with Talon Septic, LLC.

Item was moved after D5.

3. Discussion/Action: 865 W. 4th Ave. Multi Animal Permit Renewal.

Assistant City Manager Alvarez: This is just an annual renewal for a Multi Animal Permit at 865 W. 4th Ave. The applicant has 7 cats, and the cats are contained in the house. I think she has a Catatat. They aren't loose and they don't wander. Animal Control has been out there, and they verified the application for the annual renewal. There were no issues, concerns, or complaints. The Planning & Zoning Board has recommended approval.

Mayor Pro-Tem Hechler: In a future date, I would like to change the ordinance to where somebody who applies for a multi-animal permit, they can do it for 3 years at a time. That doesn't preclude that they are going to get inspected every year. If they are inspected annually, and there is an issue, then it can come before the Commission, but this way we won't see it on our agenda once a year from now on.

Mayor Forrister: You can just approve it, and if there is a problem, then we can go through the process of taking it to Planning & Zoning and go from there.

Commissioner Mitchell moved to approve the 865 W. 4th Ave. Multi Animal Permit Renewal. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. **Discussion/Action: Summary Plat Amendment at 1075 E. Riverside.**

Assistant City Manager Alvarez: The property owner owns both parcels and they are requesting to combine both parcels into one for tax purposes. There are pictures provided in the packet and the Planning & Zoning Board recommended approval.

Commissioner Fahl moved to approve the Summary Plat Amendment at 1075 E. Riverside. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

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

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

6. **Discussion/Action: Award RFP #23-24-004 to Smithco. Construction Inc. for On Call Repair Services.**

Assistant City Manager Alvarez: We went out to RFP for on call services for contractors, similar to what we have done for our engineering processes. If we have a waterline that our water department can't fix, and we would have to procure services, we have some local contractors that we reached out to for quotes. If it is anything estimated over $20,000 per our procurement policy, we have to get 3 quotes. If it is an emergency, but does not qualify as an emergency per procurement, the typical process has been to procure Smithco. or CES services, then we don't have to have quotes. However, that costs us a 1.5% additional fee, so by going out for on call services, the hope was that we would have locals put in their RFP, which we did have two that put in, and then we can award them contracts and our departments can reach out to them when they need something, and request a task proposal, and we can procure them directly based on their cost at the time.

Unfortunately, we only had two put in an RFP, so we are requesting to award both of them, but we hope to potentially amend our RFP process. City Manager Gonzales is working on amending some of our RFP processes to maybe not make it so cumbersome for our locals to put in a bid.

Commissioner Fahl moved to approve the award of RFP #23-24-004 to Smithco. Construction Inc. for On Call Repair Services. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. **Discussion/Action: Award RFP #23-24-004 to Global Maven Enterprises, LLC for On Call Repair Services.**

Mayor Pro-Tem Hechler moved to approve the award of RFP #23-24-004 to Global Maven Enterprises, LLC for On Call Repair Services. Commissioner Harrelson and seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. **Discussion/Action: Tech 45 Airport Management Contract Modification.**

Item was moved after item D2.

9. **Discussion/Action: State of New Mexico Department of Finance and Administration Local Government Division Community Development Block Grant Program Grant Agreement.**

Assistant City Manager Alvarez: The city received planning grant funds from CDBG in the amount of $50,000 with a cash match of $5,000. This will go towards the update of our comprehensive plan in order to apply for future CDBG funds, it is a requirement that we update out comprehensive plan. We have been working on this for 3 years. They haven't had any planning grant money until now. We will be required to go out to RFP for engineering services. I anticipate the update to be more than $55,000 so we will have to have some skin in the game locally as well. I will keep the Commission updated.

Commissioner Fahl moved to approve the State of New Mexico Department of Finance and Administration Local Government Division Community Development Block Grant Program Grant Agreement. Commissioner Harrelson and seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: FY24 State Grants-in-Aid to Public Library Grant Agreement.

Assistant City Manager Alvarez: This is the annual State Grants-in-Aid to Public Library Grant to supplement and encourage local efforts in providing local library service. The amount of the FY23 Grant allocation is $15,528.57 that includes shares for the eligible library branch. We received this one really quick and it required signature prior to the meeting so we sent it off for Mayor Forrister to sign letting them know that it would not be officially approved until this meeting and they were fine with that.

Commissioner Fahl moved to approve the FY24 State Grants-in-Aid to Public Library Grant Agreement. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: Approval of City Attorney Contract Renewal for Jaime F. Rubin, LLC.

City Manager Gonzales: This is year three of a possible four-year contract. The only thing we changed is the date.

Mayor Pro-Tem Hechler moved to City Attorney Contract Renewal for Jaime F. Rubin, LLC. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Action: Review, Approve and/or Allocate Funds to SCRAGS.

Tammy Gardner, Executive Assistant reviewed the SCRAGS Lodgers Tax Application provided in the packet, and stated that the requested amount was $18,840.00, but only $15,190.00 was approved by the Lodgers Tax Advisory Board. This application is for the 2024 Truth or Consequences Rock & Gem Show.

Mayor Pro-Tem Hechler made a motion to allocate $15,190.00 to SCRAGS for the 2024 Truth or Consequences Rock & Gem Show. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.

13. Discussion/Update: Acknowledgment of November 7, 2023 Election Results and Official Canvass.

City Clerk Torres: After every election, we bring the Election Canvass to the Commission so it can become part of the minutes, and public record. In the past, each candidate would run for the positions that were open. However, this year they changed it to where everyone runs at large, and the candidates who receive the highest number of votes are elected. In this case we had 3 open seats, so the candidates who received the 3 highest votes were elected. For the Municipalities who have "positions" for their commissioners, such as T or C, a position will now be assigned to each Commissioner after each election. Since Amanda and Rolf are already in Office, and hold a position, they kept their assigned position number. Ingo Hoeppner was assigned to the remaining seat.

14. Discussion/Action: Selection of alternative date for the 1st Commission meeting in January 2024.

City Clerk Torres: Since the governing body will be in training on January 10th, we are requesting that you select an alternative date for the 1st meeting in January 2024.

Mayor Pro-Tem Hechler moved a motion to have their 1st meeting in January on January 3, 2024. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

K. EXECUTIVE SESSION

1. Limited Personnel Matters (Wastewater Dept.) Pursuant to 10-15-1(H.2).

This item was moved after item

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

1. Limited Personnel Matters (Wastewater Dept.) Pursuant to 10-15-1(H.2).

M. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 2:59 p.m.

Passed and **Approved** this **3rd** day of **January, 2024**.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

Airport Update
12/13/2023

Presented by: Chad Rosacker
Tech 45 Airport Management



Airport Lounge Remodel:

Paint, all new furniture, new decorations, tables window treatments, and a 70" TV…. And many happy customers to come!



Airport Maintenance Hangar Lighting upgrade and more…

Aircraft Maintenance team has been built!

- Truth or Consequences is quickly becoming a perfect place to have your aircraft maintenance needs addressed!
  - We have 4 aircraft mechanics and 2 Inspection authorization personnel who are on Tech 45's list of on-call personnel to take care of any scheduled or unscheduled maintenance needs of aircraft operating out of the airport 24/7!
  - These individuals are from Las Cruces and Santa Fe, and include one individual who will be keeping their maintenance vehicle complete with everything they need at the airport. We even have a mechanic who can fly in on their own aircraft to take care of emergency needs!
  - This is a vast improvement over past years, where finding maintainers at the airport had been difficult.
  - Tech-45 is available for calls 24/7 to dispatch emergency maintenance personnel for the airports patrons!

Dirt runway upgrade…

- We have configured our equipment to utilize a very large roller that is improving the quality of our already fantastic dirt runways!
- Next step with this is to get the runways tested for hardness and other aspects that may allow for large transport category military aircraft to land at the airport and bring a significant business increase to KTCS. More to come!



Grant Request In work…

- **Airport maintenance hangar** – we are putting together a comprehensive grant request to deliver to the state DOT aviation division, as well as the FAA for the erection of a large maintenance hangar to house all of our beautiful equipment and inventory items at the airport. This will allow for the pippen hangar to be used as an income source for the airport moving forward and create yet another feature that attracts patrons to our area.

Airport master plan updates

- Starting in January, Tech 45 will be looking at the current airport master plan, and work with City management to move forward creating a plan that brings the future of the airport into clear view and makes it a lasting, and impactful part of the New Mexico aviation community, and the communities of the T or C area. This will be a months long endeavor which will culminate in the approval of the plan through engineering and city government.

Truth or Consequences Fly in Date Chosen!

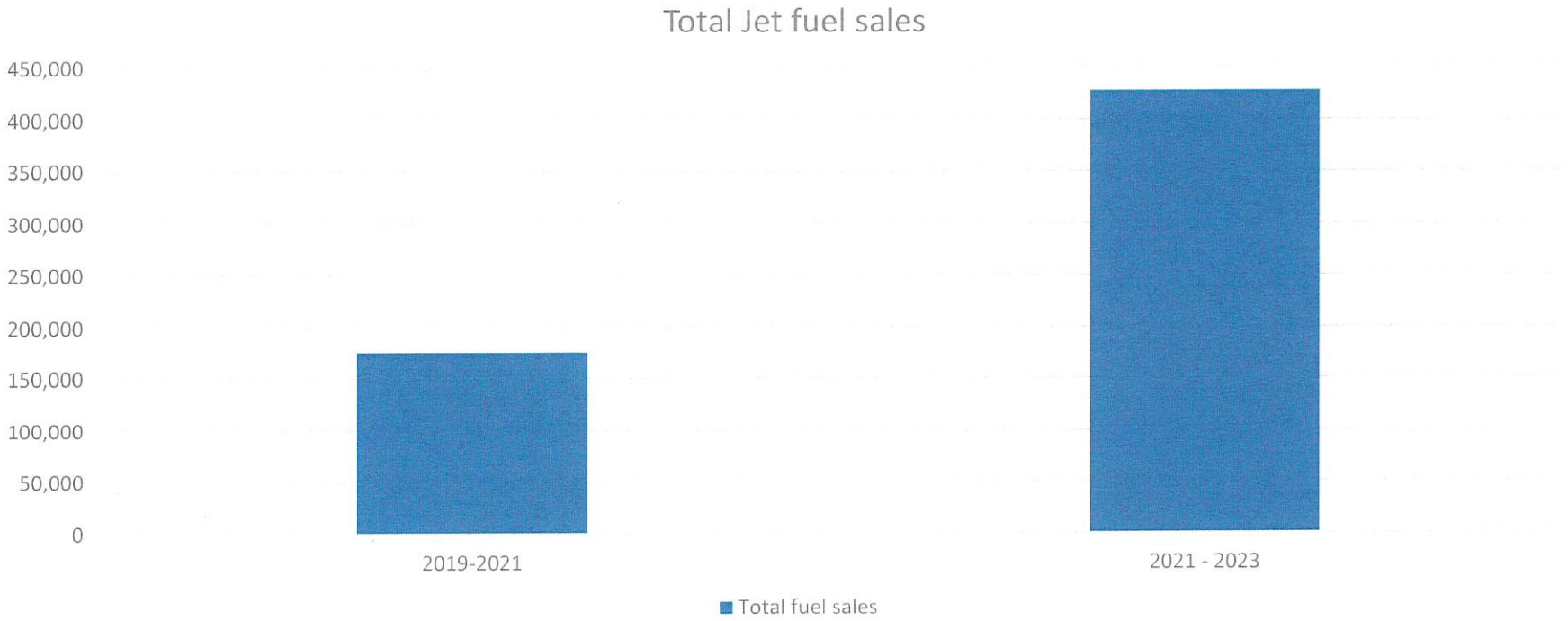
- For the consideration of the commission we would like to get approval to hold the first annual T or C fly in at the airport on 4/13/2024!!
  - Participants will fly their aircraft in on Friday and Saturday morning.
  - We will have the airport open to the public all day on Saturday where they will be able to participate in many activities and visit our vendors and food trucks. As well, we hope to have some flying demonstrations and a spot landing competition.
  - We will have a "peoples choice" award for a number of categories for the show. Much like a car show, Visitors will be able to vote for their favorite plane at the fly in.
  - Tech 45 will be the primary sponsor of the events, which include an indoor paper airplane flying competition with trophies for the furthest distance and time aloft!
  - All aspects of the fly in will be planned and managed by Tech 45 Airport Management.

Fuel sales plan outline...

- Tech 45, working with the City of T or C, will continue to monitor and adjust our fuel prices to be competitive and continue to gain momentum in fuel sales quantity, with a focus on selling Jet-A fuel to larger customer aircraft.
- Textron Aviation (Cessna) has started using our airport for flight testing and plans to continue that relationship. We will be searching out other customers to utilize the airport a well, including our local military installations. We are completing the last steps for our airport to be 100% prepared for this, to include manpower increases. The preparations at the airport over the last 12 months especially have allowed us to get to this point. Stop by, our airport is beautiful!

Fuel Sales comparison: 2 years prior to Tech 45 and 2 years since....

243% increase in fuel sales



Questions?

AD Comments – dec 13, 2023 FROM: ARIEL DOUGHERTY

3rd Hearing **Ordinance No. 761** An Amending Section 14-45 of the Code Pertaining to Electrical Rates

One :

Public Hearings are important ways in which you Commissioners can hear from the public and get their input. Please do not bury them in a along agenda. This is disrespectful of your citizens & our time.

Members of the public who have considered and important contributions to make on public matters thereby have sit through often times a long agenda. I have been in these meeting when a manager report went on for over 45 minutes.

As structured today – the hearings are dated – but no specific time is given. I urge you in the future to hold all public hearings at a specified time.

Two:

By City staff and the City attorney there was a great deal of confusion these past weeks on actually how many citizens of Truth or Consequences voted in the November election. Logic and common sense did not prevail. Problems from the Secretary of State office lead the City to believe that almost twice as many people voted in November than have voted in TorC historically. While I expect better accuracy from the SOS office, I equally expect better common sense from our local staff.

I bring this up in regard to the non-sensical and punitive Opt Out charge for non AMI customers. Here is a chart of many states or communities charges. TorC's rate is more than twice any other community. I urge on Ordinance 761 a vast reduction of this fee especially for a community such as ours with a 27% poverty rate and a very high percentage of seniors on fixed incomes. $15 would be reasonable.

I can not stay for the hearings, and I hope you will consider this issue in discussion of Ordinance 761.

Resubmitted to TorC Commission – Dec 13, 2023

OPT OUT Smart Meter Fees per Jurisdiction

Table with 1st annual and ten year projections created by Ariel Dougherty

based on data at: https://www.ncsl.org/research/energy/smart-meter-opt-out-policies.aspx
National Conference of State Legislatures

Interactive Map: Smart Meter Opt-Out Policies



Legend

- Unique statewide policies
- Statewide opt-out policy in place
- PUC case-by-case opt-out programs
- No opt-out policies in place

Select the state on the map to learn more about its policies.

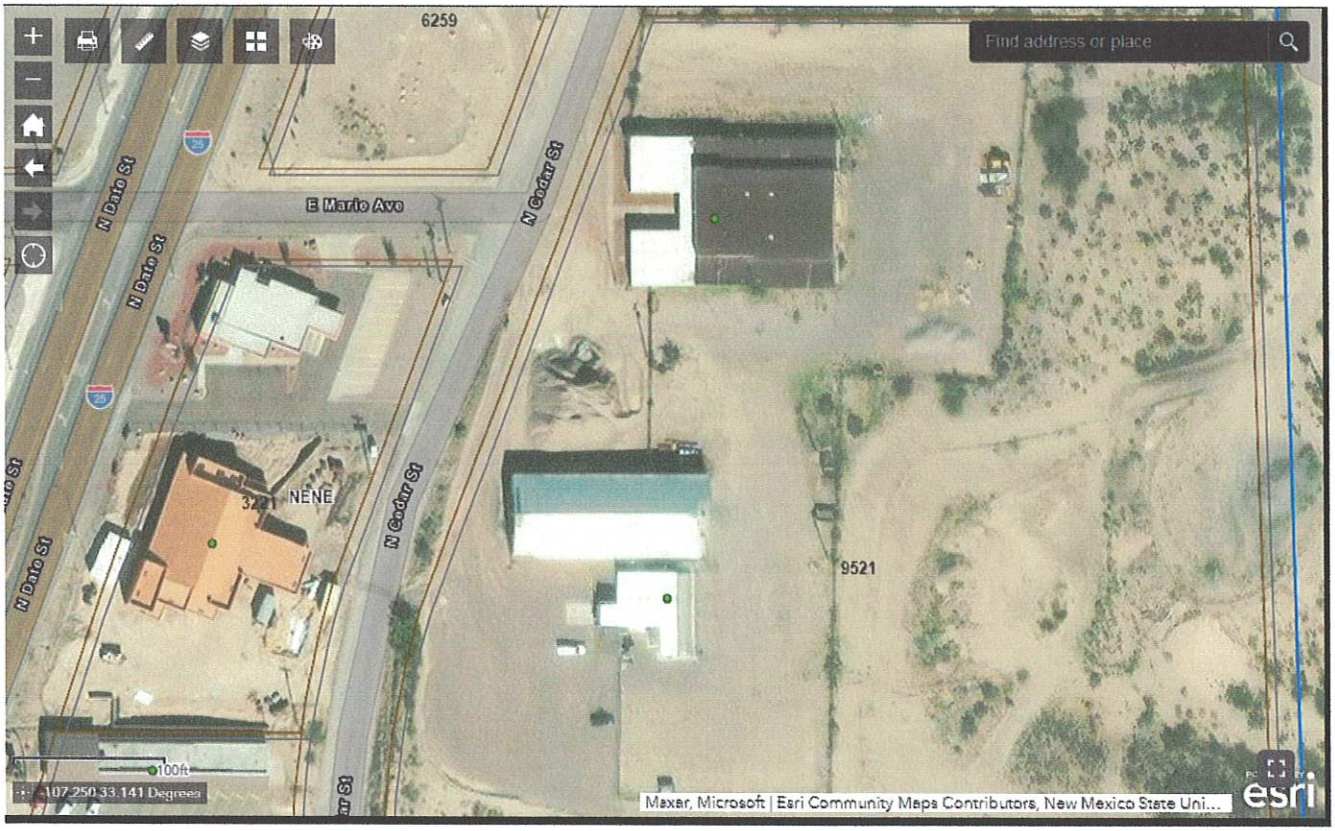
JURISDICTION	NOTES	One time Fee	Monthly Fee	1st Annual Costs	Ten Yr Costs
TRUTH OR CONSEQUENCES	Policy enacted after blanket installation on smart meters on most customers with no prior notification. Now highest penalty fee in the US.	None	$50	$600	$6,000
New Hampshire	Requires written consent from customers to allow installation	No opt out fees			
Vermont	State wide	No opt out fees			
New Mexico	Public Regulation Commission[1] denied smart metering to PNM, due to "uncertainly of savings for ratepayers"				

1 Truth or Consequences electric system, municipally run, is not regulated by NM PRC (nor federal FERC) But it must still follow enacted NM state law.

Rhode Island	A utility charges a one-time fee	$27.00	Range $9 to $32	Range $135 to $555	Range $1,107 to $4,011
Texas	A utility charges a one time fee	$171.00			
California	State policy	$75.00	$10.00	$195.00	$1,275.00
California	State policy income-qualified	$10.00	$5.00	$70.00	$610.00
Kansas	Public commission left decisions to utilities				
Kentucky	Public commission opposed to op outs but allows exceptions				
Idaho, Wisconsin	Public Commissions denied request for opt out				
Pennsylvania	By statute no opt out process				

Public Comment R. Fenn

Armory Property



The ~13,000 sq ft Armory is only part of the Sierra County Assessors Parcel number 3022078033068 property assessment, along with the large Storage building and Animal Shelter.

The expenditure of $4,500,000 ($6,200,000 with interest would not raise the full value of the property by that amount and would merely increase the Exempt Tax value which does nothing for the community. Per County Assessor.

A potentially favorable use of the building(s) would be to sell to a commercial entity for Tax Revenue producing purposes rather than Tax Consuming use as proposed.

The "engineering assessment" stating that renovation would be less than new construction is deceptively designed to corroborate a factious need.

A new construction would not require 13,000 sq ft to improve the perceived needs of a new Chief of Police as a replacement for the current 5,000 sq ft building, in use for the past 17 years in a community that has seen a population drop from 2000's 7,400 to today's 5,977[1], when TCPD operated for years from a 2,500 sq ft building now the Admin Annex building.[2]

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1 ,https://www.census.gov/quickfacts/fact/table/truthorconsequencescitynewmexico/PST045222

2 Research and Report by Ron Fenn

ALTERNATE PROPOSAL



This location, the former Sierra County Annex building at 855 Van Patten St. was proposed as an alternative to the costly renovation of the Armory building by a former City Commissioner and retired professional businessman and prominent member of the T or C community.

The Building recently, vacated by the County for its new location on Date Street has approximately 7,500 sq ft of office and meeting space and is in excellent very likely move-in condition.

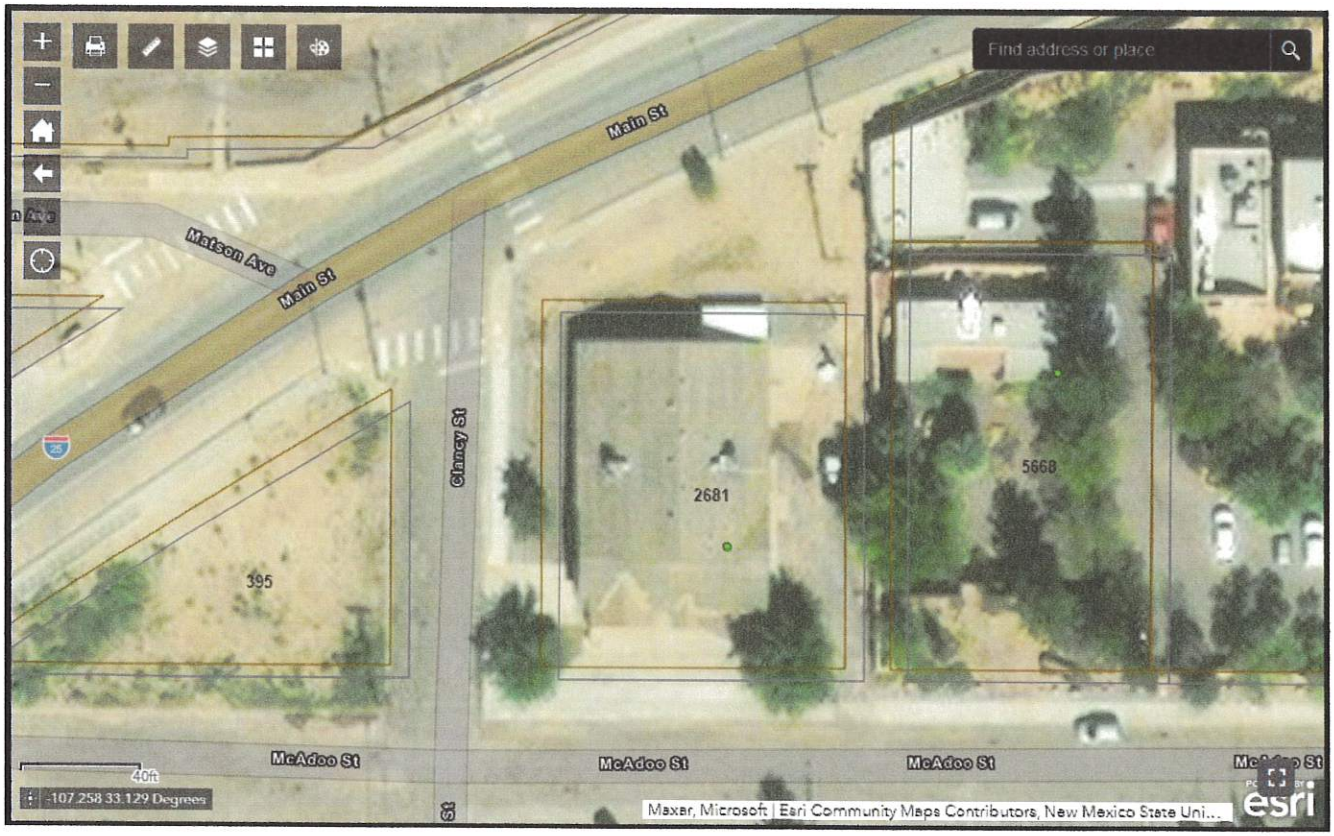
The building is very secure with limited access points and no windows. The property has an extensive parking area that could be fenced and divided for other use.

Any required or desired modifications could be done on a need and funding basis while in occupied and operated as a police station. Location is close to the downtown and on a major access route.

This building has a significantly lower Property Tax Exemption which is good for the community and lower operating cost than a building nearly twice the size.

Please consider and contact the County for acquisition negotiation.

TCPD BUILDING



The current Police Station at 507 McAdoo has served the T or C community well for the past 17 years and though criticized for its origin and possible shortcomings could well continue to serve the community for years to come without the expenditure of over 6 million dollars while the City suffers from real water, sewer, electric and street problems associated with long-term neglect and lack of planning for upgrade and replacement.

Though it might be sold, due to its modifications as a police station its privately appraised value in 2017 was only about $250,000. That amount could offset the cost of the 855 Van Patten property significantly more than the proposed Armory renovation. Under the "Best Use" principle concerning the public monies it is a no-brainier.

Given the proposed Resolution 21 23/24 declaring an emergency and disaster it would seem inconceivable to move ahead with this expenditure notwithstanding the probable rejection by the voters in a Special Election.

Please consider rescinding Ordinance 756 before its execution date and possibly avoid the prospect of its defeat by the voters. Thank you.

Search by Owner # Owner Name Mailing Zip Code Property Code Physical Address Subdivision Metes Assessor Map Lookup

Clear to Print

Owner Information

Owner # 2681 **District** 6 IN

CITY OF TRUTH OR CONSEQUENCES

505 SIMS ST

T OR C NM 87901

Estimated Taxes for Owner

Estimated Tax	Estimated Year used
$0.00	2023

Calculate Estimated Tax

Recap Value Information

Central Full Value	0	**Full Value**	332304
Land Full Value	49440	**Taxable Value**	110768
Improvements Full value	282864	**Exempt Value**	110768
Personal Property Full Value	0	**Net Value**	0
Manufactured Home Full Value	0		
Livestock Full Value	0		

Property Information

Property Code 3022078300488

Book 106 **Page** 1255 **Reception#** 0

Physical Address 507 MCADOO

Bldg Apt

Subdivision PALOMAS, HOT SPRINGS TOWNSITE

BLOCK 3 LOT

BLOCK 3 LOT

LOTS 31,32,33

25'X 120' ADJ LOT 33

POLICE DEPARTMENT

Property Value Information

008 Non-Residential Other Exemptions 0.00 110768

Search by Owner # Owner Name Mailing Zip Code Property Code Physical Address Subdivision Metes Assessor Map Lookup

Link to Print

Owner Information

Owner # 8392 **District** 6 IN
COUNTY OF SIERRA
ATTN ADMINISTRATIVE OFFICE SUITE D

1712 N DATE ST
T OR C NM 87901

Estimated Taxes for Owner

Estimated Tax	Estimated Year used
$0.00	2023

Calculate estimated tax

Recap Value Information

Central Full Value	0	**Full Value**	475887
Land Full Value	61362	**Taxable Value**	158629
Improvements Full value	414525	**Exempt Value**	158629
Personal Property Full Value	0	**Net Value**	0
Manufactured Home Full Value	0		
Livestock Full Value	0		

Property Information

Property Code 3022079418085
Book 114 **Page** 200 **Reception#** 200901448
Physical Address 855 VAN PATTEN
Bldg Apt
Subdivision PALOMAS, HOT SPRINGS TOWNSITE
BLOCK 17 LOT
LOTS 1 THRU 6, S2 OF LOT 7 LESS
HYW W50' OF LOTS 17 THRU 20
2761.6 SQ FT IN VACATED ALLEY

Property Value Information

008 Non-Residential Other Exemptions 0.00 158629

Search by Owner # Owner Name Mailing Zip Code Property Code Physical Address Subdivision Metes Assessor Map Lookup

Click to Print

Owner Information

Owner # 9521 **District** 6 IN
CITY OF T OR C

505 SIMS ST
T OR C NM 87901

Estimated Taxes for Owner

Estimated Tax	Estimated Year used
$0.00	2023

Calculate Estimated Tax

Recap Value Information

Central Full Value	0	**Full Value**	1160070
Land Full Value	345360	**Taxable Value**	386690
Improvements Full value	814710	**Exempt Value**	386690
Personal Property Full Value	0	**Net Value**	0
Manufactured Home Full Value	0		
Livestock Full Value	0		

Property Information

Property Code 3022078033068
Book 125 **Page** 969 **Reception#** 201501254
Physical Address
Bldg Apt
Subdivision COUNTRY CLUB HEIGHTS
BLOCK 13 LOT
BLOCK 13 LOT
LOTS 1,2,3,10,11,12
COUNTRY CLUB HEIGHTS
BLOCK 14
LOTS 1,2
COUNTRY CLUB HEIGHTS
BLOCK 15
LOTS 1,2, VACATED MARIE ST
COUNTRY CLUB HEIGHTS
BLK 16
LOTS 1,2,3, VACATED MARIE ST
COUNTRY CLUB HEIGHTS
BLOCK 19
LOT 7, VACATED MARIE ST
(OLD NAT'L GUARD ARMORY)

Property Value Information

008 Non-Residential Other Exemptions 0.00 386690

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: F.2

SUBJECT: December 2023 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: January 3, 2024
SUBMITTED BY: Silke Kapela, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for December 2023

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): **Yes**

All Funds Summary is a total of $ 2,205,534.35

Legal Review (City Attorney): **N/A**
N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. N/A Ordinance No. N/A
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 1-3-2024

Accounts Payable Transfer Sheet - 2023-2024 FY
Post Date Ending: 12/1, 12/7, 12/8, 12/15, 12/18, 12/22, 12/29

Fund	Fund Description	Fund Totals							GRAND TOTAL TRANSFERS	Fund Numbers
		12/1/2023	12/7/2023	12/8/2023	12/15/2023	12/18/2023	12/22/2023	12/29/2023		
101	General	$111,505.33		$46,325.40	$180,463.23		$55,248.77	$18,134.91	$411,677.64	101
201	Local Government Corrections			$717.00					$717.00	201
209	State Fire	$2,865.20		$276.70			$818.92	$522.97	$4,483.79	209
211	Law Enforcement Protection	$768.61			$144.93		$1,351.02	$2,008.13	$4,272.69	211
214	Lodger's Tax	$24,475.76		$1,966.67			$476.03		$26,918.46	214
216	Street Renovation	$5,697.99		$958.96	$43.71		$3,515.68	$733.32	$10,949.66	216
217	Municipal Recreation								$0.00	217
260	Fiscal Recovery Funds	$519.24					$144,775.45		$145,294.69	260
294	State Library	$354.37					$4,912.00	$354.88	$5,621.25	294
295	Municipal Pool	$130.21		$863.52	$133.62		$40.10	$482.45	$1,649.90	295
296	PD-GRT Fund				$648.00				$648.00	296
298	PD-Donations	$659.37			$900.00			$3,600.00	$5,159.37	298
301	DEVELOPMENT IMPACT FEES	$2,251.36							$2,251.36	301
302	Electrical Construction								$0.00	302
303	Veterans Memorial	$359.26							$359.26	303
304	SJOA - Grants								$0.00	304
305	Capital Improvement General								$0.00	305
306	Captial Improvement Joint Utility								$0.00	306
307	Golf Course Improvements								$0.00	307
308	USDA -Sweeper								$0.00	308
309	USDA-Wastewater								$0.00	309
310	R&R-Emergency								$0.00	310
311	R&R-Sewer								$0.00	311
312	R&R-Airport								$0.00	312
313	R&R-Water								$0.00	313
314	CDBG - Grant								$0.00	314
315	CI Reserve- Non Capital Equipment	$16,357.18		$381.18					$16,738.36	315
316	Emergency Reserve								$0.00	316
320	USDA Water System Improvements					$211,051.25			$211,051.25	320
321	Water System Improvements								$0.00	321
360	NMFA Projects	$14,448.56					$349,610.30		$364,058.86	360
370	Water Trust Board Projects						$61,261.11		$61,261.11	370
380	Community Development						$14,065.31		$14,065.31	380
403	Pledge State Tax	$24,052.03					$35.65		$24,087.68	403
501	Cemetery	$162.80		$1,000.00			$531.58		$1,694.38	501
502	Utility Office	$2,700.34		$1,540.94	$3,514.41		$193.46	$652.71	$8,601.86	502
503	Electric Dept	$18,833.81		$268,457.97	$39,894.67		$48,472.68	$6,882.95	$382,542.08	503
504	Water Dept	$25,803.30	$2,515.00	$16,248.91	$19,857.80		$8,663.19	$13,814.69	$86,902.89	504
505	Solid Waste	$82,819.59		$3,921.63	$61,418.27		$78,045.52	$87,099.25	$313,304.26	505
506	WasteWater	$22,191.31		$13,472.12	$7,105.22		$6,693.30	$4,359.11	$53,821.06	506
507	Solid Waste Landfill/Collection								$0.00	507
508	Golf Course	$10,735.12		$2,304.75	$184.75		$3,934.14	$1,647.38	$18,806.14	508
509	Municipal Airport	$1,733.35		$985.42		$18,096.07	$4,019.25	$177.62	$25,011.71	509
600	Internal Service Fund	$133.66			$377.11		$2,939.90	$133.66	$3,584.33	600
	Grand Total-Accounts Payable	$369,557.75	$2,515.00	$359,421.17	$314,685.72	$229,147.32	$789,603.36	$140,604.03	$2,205,534.35	

Truth or Consequences

AR EOM REPORT
By Fund

Payment Dates 12/1/2023 - 12/31/2023

PAYABLE APPROVAL

I hereby approve the Issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
A-N-J CARPET AND TILE CLEAN...	0001148	12/01/2023	FLOORING FOR WWTP MOBIL...	101-1014-43403	2,556.23
XEROX CORP - OLD	020143237, 020133870	12/01/2023	UTILITY BILLING	101-1004-43465	412.20
BANK OF AMERICA	08243	12/01/2023	CANDY	101-1006-44607	148.21
BANK OF AMERICA	09872	12/01/2023	BLEACH	101-1006-44607	112.80
BANK OF AMERICA	1000335814	12/01/2023	DESTINATION FEES FOR HOTEL..	101-1000-42310	57.37
BANK OF AMERICA	1000335814	12/01/2023	HOTEL FOR COMMISSIONER ...	101-1000-42310	57.37
BANK OF AMERICA	1000335814	12/01/2023	HOTEL FOR ANGIE GONZALES	101-1003-42310	57.37
BANK OF AMERICA	10262023	12/01/2023	HOTEL FOR NM OUTDOOR EC...	101-1013-42720	272.76
SIERRA VISTA HOSPITAL / SIER...	103123	12/01/2023	GRT DISTRIBUTION FY 23/24 ...	101-1017-48599	49,117.26
DELL TECHNOLOGIES	10714635451	12/01/2023	LAPTOPS AND ACCESSORIES F...	101-1007-44613	25,752.50
BANK OF AMERICA	11152023	12/01/2023	HOLIDAY DECORATIONS	101-1009-44607	441.86
TDS	11182023	12/01/2023	GENERAL OPEN PO FY 22/23	101-1018-43780	4,313.23
SHANE JEFFERS	111823	12/01/2023	REIMBURSEMENT FOR MONI...	101-1007-44606	57.94
THE WELDING SHOP	11212023	12/01/2023	REPAIR AGING STAIRCASE AT ...	101-1014-43403	797.52
NEW MEXICO GAS COMPANY, ..	11272023	12/01/2023	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	246.33
NEW MEXICO GAS COMPANY, ..	11272023	12/01/2023	GENERAL OPEN PO FY23/24	101-1018-43780	1,329.83
NEW MEXICO GAS COMPANY, ..	11272023	12/01/2023	NM WORKFORCE CONNECTI...	101-1018-43780	49.03
BANK OF AMERICA	11282023	12/01/2023	NOTARY STAMPS X 3 FOR CLE...	101-1001-44606	67.90
LEVI EILERS	11282023	12/01/2023	MILEAGE REIMBURSEMENT L...	101-1007-43316	319.59
BANK OF AMERICA	11282023-SOS	12/01/2023	ANGELA TORRES APPLICATION..	101-1001-43770	36.90
BANK OF AMERICA	11282023-SOS	12/01/2023	SOS FEE FOR NOTARY CERTIFI...	101-1001-43770	3.00
NM MUNICIPAL LEAGUE	113023	12/01/2023	2024 MOLI/NEWLY ELECTED ...	101-1000-42720	1,875.00
WILSON & COMPANY, INC. E...	121193	12/01/2023	ON CALL GRANT MANAGEME...	101-1010-48598	2,538.39
NEWGEN STRATEGIES AND SO...	17054	12/01/2023	WA/WW COMPREHENSIVE SE...	101-1010-48598	705.28
AMAZON CAPITAL SERVICES, I...	17WC-HHV9-WYLR, 1XDY-G1D..	12/01/2023	WIRELESS KEYBOARD AND M...	101-1006-44606	34.99
AMAZON CAPITAL SERVICES, I...	17WC-HHV9-WYLR, 1XDY-G1D..	12/01/2023	POOPER SCOOPER	101-1006-44607	51.98
AMAZON CAPITAL SERVICES, I...	17WC-HHV9-WYLR, 1XDY-G1D..	12/01/2023	BEST SHOT 256 DISINFECTANT	101-1006-44607	165.00
AMAZON CAPITAL SERVICES, I...	1CNP-9HNW-MFVL	12/01/2023	L A-GRIP LATEX DIPPED TEXT...	101-1009-45555	75.36
AMAZON CAPITAL SERVICES, I...	1CNP-9HNW-MFVL	12/01/2023	L A-GRIP LATEX DIPPED TEXT...	101-1009-45555	107.20
AMAZON CAPITAL SERVICES, I...	1CNP-9HNW-MFVL	12/01/2023	L A-GRIP LATEX DIPPED TEXT...	101-1009-45555	130.85
AMAZON CAPITAL SERVICES, I...	1CNP-9HNW-MFVL	12/01/2023	LIBERTY A-GRIP LATEX DIPPED...	101-1009-45555	19.55
AMAZON CAPITAL SERVICES, I...	1G6X-3177-HLC1	12/01/2023	CHAIN AND BINDER KIT	101-1012-44607	259.82
AMAZON CAPITAL SERVICES, I...	1G6X-3177-HLC1	12/01/2023	4 PACK RATCHET STRAOS	101-1012-44607	75.99
AMAZON CAPITAL SERVICES, I...	1Q4N-6WXL-WTDT	12/01/2023	VIDEO SURVEILLANCE SIGNS	101-1009-44607	270.43
OCD, LLC	241	12/01/2023	TAX	101-1012-43403	359.19
OCD, LLC	241	12/01/2023	INSTALL PHASE CONVERTER F...	101-1012-43403	4,385.66
BANK OF AMERICA	303318782623839	12/01/2023	CANDY AND SUPPLIES FOR JOB..	101-1004-44606	43.67
STAPLES CONTRACT & COMM...	3552167113	12/01/2023	OFFICE SUPPLIES FOR FINANCE..	101-1004-44606	227.09
XEROX CORP.	5000341	12/01/2023	CLERKS OFFICE OPEN PO FY23...	101-1001-43465	297.01
XEROX CORP.	5000341	12/01/2023	CITY MANAGER OPEN PO FY2...	101-1003-43465	282.16
XEROX CORP.	5000341	12/01/2023	FINANCE OFFICE OPEN PO FY...	101-1004-43465	514.87
XEROX CORP.	5000341	12/01/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43465	311.86
XEROX CORP.	5000341	12/01/2023	PARKS DEPT OPEN PO FY23/24	101-1009-43465	200.47
XEROX CORP.	5000341	12/01/2023	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	37.12
XEROX CORP.	5000341	12/01/2023	MUNICIPAL COURT OPEN PO ...	101-1040-43465	297.01
SPECTRUM NEW MEXICO LLC ...	587418	12/01/2023	WINDOW ENVELOPES FOR FI...	101-1004-44606	229.44

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DESERT GRAPHICS INC.	6788	12/01/2023	SIGN WHITE ALUM /DANGER ...	101-1009-44607	392.00
DESERT GRAPHICS INC.	6788	12/01/2023	SIGN WHITE ALUM/ RALPH E...	101-1009-44607	180.00
KAUFMAN'S WEST, LLC	8669L	12/01/2023	UNIFORM ITEMS FOR ACO KN...	101-1008-42620	159.80
TURTLEBACK PEST CONTROL, ...	98009	12/01/2023	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,075.24
VERIZON WIRELESS	9949345711	12/01/2023	CITY CLERK OPEN PO FY23/24	101-1001-43775	279.00
VERIZON WIRELESS	9949345711	12/01/2023	MUNICIPAL COURT OPEN PO ...	101-1002-43775	195.92
VERIZON WIRELESS	9949345711	12/01/2023	CITY MANAGER OPEN PO FY2...	101-1003-43775	233.73
VERIZON WIRELESS	9949345711	12/01/2023	FINANCE OPEN PO FY23/24	101-1004-43775	251.45
VERIZON WIRELESS	9949345711	12/01/2023	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	110.45
VERIZON WIRELESS	9949345711	12/01/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43775	1,189.56
VERIZON WIRELESS	9949345711	12/01/2023	ANIMAL CONTROL OPEN PO F...	101-1008-43775	126.38
VERIZON WIRELESS	9949345711	12/01/2023	PARKS DEPT OPEN PO FY23/24	101-1009-43775	145.74
VERIZON WIRELESS	9949345711	12/01/2023	COMMUNITY DEVELOPEMENT...	101-1010-43775	93.86
VERIZON WIRELESS	9949345711	12/01/2023	STREETS DEPT OPEN PO FY23/...	101-1011-43775	267.23
VERIZON WIRELESS	9949345711	12/01/2023	FLEET DEPT OPEN PO FY23/24	101-1012-43775	86.37
VERIZON WIRELESS	9949345711	12/01/2023	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	128.75
CITY UTILITIES	A-B DEC 2023	12/01/2023	GENERAL FUND CYCLE A&B O...	101-1018-43780	3,513.11
CITY UTILITIES	NOVEMBER 2023	12/01/2023	GENERAL FUND OPEN PO FY2...	101-1018-43780	11.03
ANGELA GONZALES	NYNY	12/01/2023	MEAL AND BAGGAGE REIMB...	101-1003-42310	131.77
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1001-41226	120.34
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1003-41226	155.71
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1004-41226	339.84
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1006-41226	123.12
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1007-41226	1,145.01
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1008-41226	87.56
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1009-41226	67.94
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1011-41226	263.98
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1012-41226	123.64
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1014-41226	210.43
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	101-1016-41226	200.75
BANK OF AMERICA	WINDSTREAM-10162023-2	12/01/2023	TELEPHONE CMO	101-1003-43775	173.17
ARMANDO RAMIREZ	11302023	12/06/2023	REIMBURSEMENT FOR UNIT H...	101-1007-47420	16.57
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1001-41226	120.34
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1003-41226	155.71
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1004-41226	261.02
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1006-41226	123.12
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1007-41226	1,157.46
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1008-41226	85.51
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1009-41226	67.94
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1011-41226	284.09
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1012-41226	124.32
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1014-41226	210.43
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	101-1016-41226	192.64
XEROX CORP - OLD	020243798, 020271166	12/08/2023	FIRE DEPT	101-1004-43465	254.41
XEROX CORP - OLD	020243798, 020271166	12/08/2023	AIRPORT	101-1004-43465	31.58
MIKE TORRES DBA CD TECHN...	1015	12/08/2023	IT SERVICE GENERAL FUND OP...	101-1018-48598	5,525.00
POLICARPIO V BUSTAMANTE -...	111.23	12/08/2023	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
CHAPARRAL SURVEYING, LLC	113023	12/08/2023	BOUNDARY SURVEY, PLAT AN...	101-1010-48598	4,800.94
CHRISTINE LOFTIS	12052023	12/08/2023	RODEO ARENA STALL DEPOSIT...	101-1099-34348	25.00
JAIME F. RUBIN, LLC	12123	12/08/2023	GRT	101-1000-43597	539.35
JAIME F. RUBIN, LLC	12123	12/08/2023	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	6,737.26
DRAGONFLY TRAINING AND C...	121323	12/08/2023	EUTHANASIAN CLASS FOR TA...	101-1006-42720	85.40
SAFETY FLARE, INC.	132761	12/08/2023	2023 ANNUAL FIRE EXTINGUI...	101-1014-47410	7,053.38
REED'S TIRE CENTER	13703	12/08/2023	TIRES FOR DODGE 13110-G	101-1014-47420	760.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA COUNTY SENTINEL	1672	12/08/2023	HELP WANTED ADS - FY23-24 -...	101-1004-43740	243.84
SIERRA COUNTY SENTINEL	1708	12/08/2023	OPEN PO FOR FY 22/23 PUBLI...	101-1001-43740	391.19
SUN VALLEY, INC.	172133/6, 172155/6, 172218/...	12/08/2023	OPEN PO FIELD SUPPLIES FY24...	101-1009-44607	350.62
SUN VALLEY, INC.	172321-6, 172322-6, 172527-6..	12/08/2023	OPEN P.O. FOR SUN VALLEY FI...	101-1014-44607	437.48
AMAZON CAPITAL SERVICES, I...	17MR-CHM6-Q9VC	12/08/2023	Q8 LOG OIL	101-1012-44607	180.00
AMAZON CAPITAL SERVICES, I...	17MR-CHM6-Q9VC	12/08/2023	HIGH VIS JACKET FOR RAY SL...	101-1012-44615	169.99
AMAZON CAPITAL SERVICES, I...	17MR-CHM6-Q9VC	12/08/2023	HIGH VIS JACKET FOR STEVEN ...	101-1012-44615	166.59
THE LINE, LLC	2388	12/08/2023	UNIFORM ITEMS FOR ACO/C...	101-1008-42620	124.83
APEX TECHNOLOGIES LLC	32319	12/08/2023	SEMI ANNUAL MONITORING ...	101-1012-48599	194.74
JESSICA MULLER DBA FREED...	3351112	12/08/2023	ADD'L CHIP REPAIR	101-1012-47420	25.03
JESSICA MULLER DBA FREED...	3351112	12/08/2023	CHIP REPAIR	101-1012-47420	40.00
KATHRYN ELLIOTT DBA CIVILIT...	44	12/08/2023	GOVERNMENT RELATIONS	101-1000-43598	3,238.13
TRANS UNION RISK & ALTERN...	485949-202311-1	12/08/2023	TLO SERVICES 6 MONTHS OP...	101-1007-43815	120.00
SIERRA AUTO/CARQUEST	6016-319383	12/08/2023	22" XTRA CLEAR	101-1007-47420	21.98
SIERRA AUTO/CARQUEST	6016-319856	12/08/2023	BATTERY GOLD	101-1007-47420	193.66
SIERRA AUTO/CARQUEST	6016-319858	12/08/2023	AIR FILTER	101-1009-47420	12.79
SIERRA AUTO/CARQUEST	6016-319858	12/08/2023	OIL FILTER	101-1009-47420	5.42
SIERRA AUTO/CARQUEST	6016-319859	12/08/2023	OIL 0W20 FULL SYN	101-1007-47420	63.12
SIERRA AUTO/CARQUEST	6016-319859	12/08/2023	22 XTRA CLEAR	101-1007-47420	20.36
SIERRA AUTO/CARQUEST	6016-319863, 6016-319900, 6...	12/08/2023	OPEN PO SHOP SUPPLIES	101-1012-44607	646.74
SIERRA AUTO/CARQUEST	6016-319963	12/08/2023	BATTERY SILVER	101-1007-47420	154.44
JOSE LUIS SIMENTAL SR	8323	12/08/2023	LIGHT TRUCK CONE KIT	101-1012-44607	580.86
ARENAS VALLEY ANIMAL CLIN...	84384, 84604, 84690, 84868	12/08/2023	VET SERVICES	101-1006-48598	1,531.43
JOSE LUIS SIMENTAL SR	8553	12/08/2023	134A BRASS GAUGE SET	101-1012-44607	215.20
QUEST DIAGNOSTICS, INC.	9207299794	12/08/2023	SCREENING & MRO FEE FY 23-...	101-1004-48599	280.24
VERIZON WIRELESS	9950189025	12/08/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43775	293.18
VERIZON WIRELESS	9950189025	12/08/2023	ANIMAL CONTROL OPEN PO F...	101-1008-43775	123.42
CITY UTILITIES	C-D NOVEMBER 2023	12/08/2023	GENERAL FUND CYCLE C&D O...	101-1018-43780	6,216.96
LASTING PAWS PET MEMORIA...	LC1091-I-0045	12/08/2023	CREAMTION SERVICES	101-1006-48598	551.83
XEROX CORP - OLD	020271155, 020271154, 0202...	12/15/2023	POLICE DEPT	101-1004-43465	216.81
XEROX CORP - OLD	020271155, 020271154, 0202...	12/15/2023	AIRPORT	101-1004-43465	31.58
XEROX CORP - OLD	020271155, 020271154, 0202...	12/15/2023	ELECTRIC DEPT	101-1004-43465	94.81
XEROX CORP - OLD	020271155, 020271154, 0202...	12/15/2023	MUNICIPAL COURT	101-1004-43465	214.20
XEROX CORP - OLD	020271155, 020271154, 0202...	12/15/2023	CITY MANAGER	101-1004-43465	177.74
XEROX CORP - OLD	020271155, 020271154, 0202...	12/15/2023	SOLID WASTE	101-1004-43465	30.18
XEROX CORP - OLD	020271155, 020271154, 0202...	12/15/2023	FLEET DEPT	101-1004-43465	64.69
INTERNAL SERVICE FUND	11/1/2023-11/30/2023	12/15/2023	11/01/2023-11/30/2023	101-1009-47420	84.85
LUIS TAVIZON	11142023	12/15/2023	TRANSPORTATION & PARKING...	101-1007-42310	129.16
COPPLER LAW FIRM, P.C.	112307, 12308, 12312	12/15/2023	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	346.20
WEX BANK	12012023	12/15/2023	WEX FUEL FOR ANIMAL CONT...	101-1008-43316	263.77
WEX BANK	12012023-PD	12/15/2023	WEX FUEL POLICE DEPT - FY 2...	101-1007-43316	6,536.43
SUSAN L. BRANDT	12082023	12/15/2023	DOOR NOTICES FOR ACO/CO...	101-1008-44606	133.33
DAWN HALSEY	12112023	12/15/2023	CIVIC CENTER DEPOSIT REFU...	101-1099-34348	300.00
WILSON & COMPANY, INC. E...	121839	12/15/2023	ON CALL GRANT MANAGEME...	101-1010-48598	6,921.40
WINDSHIELD DOCTOR	1371-3347409	12/15/2023	QUARTER WINDOW 2017 FO...	101-1007-47420	311.40
TRESCO, INC	14142023	12/15/2023	CIVIC CENTER DEPOSIT REFU...	101-1099-34348	250.00
AMAZON CAPITAL SERVICES, I...	1JNY-QGHV-X99D	12/15/2023	CLEANING SUPPLILES	101-1006-44607	76.45
NM BOARD OF VETERINARY ...	2023-12-14	12/15/2023	EUTHANASIA TECHNICIAN LIC...	101-1006-42720	100.00
COOPERATIVE EDUCATIONAL ...	21-141938	12/15/2023	FIBER SYSTEM 112	101-1009-80845	10,925.00
COOPERATIVE EDUCATIONAL ...	21-141938	12/15/2023	FREIGHT FOB	101-1009-80845	6,500.00
COOPERATIVE EDUCATIONAL ...	21-141938	12/15/2023	FREIGHT FOB	101-1009-80845	5,500.00
COOPERATIVE EDUCATIONAL ...	21-141938	12/15/2023	FREIGHT FOB	101-1009-80845	4,025.00
COOPERATIVE EDUCATIONAL ...	21-141938	12/15/2023	PLAYGROUND EQUIPMENT	101-1009-80845	81,250.00
COOPERATIVE EDUCATIONAL ...	21-141938	12/15/2023	GREENFIELDS OUTDOOR FITN...	101-1009-80845	50,411.75
PUBLIC SAFETY PSYCHOLOGY ...	2750	12/15/2023	MENTAL ILLNESS INSTRUCTOR...	101-1007-42720	861.00
ALARM CONTROL TECHNOLOG..	31571, 31572	12/15/2023	FIRE ALARM MONITORING OP...	101-1014-47410	53.82
WH PACIFIC, INC.	358793	12/15/2023	CONSTRUCITON SUPPORT	101-1010-48598	1,102.99
SILVERSKY, INC.	493150-SI	12/15/2023	OPEN PO FY23/24 GENERAL F...	101-1018-43815	1,624.34
SIERRA VISTA HOSPITAL / SIER...	61355C15467	12/15/2023	COLLECTION DRUG TEST FEE ...	101-1004-48599	125.00
CUSTOMINK LLC	69273434	12/15/2023	HANES AUTHENTIC T-SHIRT W...	101-1009-45555	1,066.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX BANK	93674662-FM	12/15/2023	WEX BANK FUEL CARD OPEN P..	101-1014-43316	735.08
LUIS TAVIZON	11122023	12/22/2023	REIMBURSEMENT FOR TAXI N...	101-1007-42310	127.07
SIERRA VISTA HOSPITAL / SIER...	113023	12/22/2023	GRT DISTRIBUTION FY 23/24 ...	101-1017-48599	39,000.98
TDS	12182023	12/22/2023	GENERAL OPEN PO FY 22/23	101-1018-43780	4,360.38
NEWGEN STRATEGIES AND SO...	17221	12/22/2023	WA/WW COMPREHENSIVE SE...	101-1010-48598	3,291.76
O'REILLY AUTO PARTS, INC.	2162-134830	12/22/2023	INJ FUEL PUMP	101-1007-47420	536.70
STAPLES CONTRACT & COMM...	3554306794	12/22/2023	OFFICE SUPPLIES	101-1006-44606	143.11
TESTON'S FREEWAY CHEVRON	5553	12/22/2023	OPEN PO FUEL PURCHASES FY...	101-1009-43316	370.96
TESTON'S FREEWAY CHEVRON	5590	12/22/2023	OPEN PO FY23/24 FUEL PURC...	101-1013-43316	121.61
CRUCES TROPHY & AWARDS C...	62099	12/22/2023	ACRYLIC AWARD FOR OUTGO...	101-1000-44606	99.95
CITY UTILITIES	A-B DECEMBER 2023	12/22/2023	GENERAL FUND CYCLE A&B O...	101-1018-43780	3,043.11
CITY UTILITIES	DECEMBER 2023	12/22/2023	GENERAL FUND OPEN PO FY2...	101-1018-43780	31.50
TALON SEPTIC & POTTY SERVI...	I1102	12/22/2023	OPEN PO PORTABLE TOILET R...	101-1009-43465	1,000.00
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1001-41226	156.46
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1003-41226	155.71
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1004-41226	252.07
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1006-41226	123.12
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1007-41226	1,249.49
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1008-41226	85.51
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1009-41226	67.94
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1011-41226	284.09
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1012-41226	124.32
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1014-41226	210.43
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	101-1016-41226	192.64
XEROX CORP - OLD	020349575, 020337213	12/29/2023	UTILITY BILLING	101-1004-43465	398.68
XEROX CORP - OLD	020349575, 020337213	12/29/2023	WASTE WATER	101-1004-43465	158.20
MIKE TORRES DBA CD TECHN...	1016	12/29/2023	IT SERVICE GENERAL FUND OP...	101-1018-48598	5,525.00
SMITHCO CONSTRUCTION INC.	12272023	12/29/2023	CIVIC CENTER DEPOSIT REFU...	101-1099-34348	300.00
KLARENE RICH	12282023	12/29/2023	JUVENILE DIVERSION PROGR...	101-1002-48599	1,500.00
AMAZON CAPITAL SERVICES, I...	1QF9-HHXV-TLRR	12/29/2023	COMMERCIAL GRADE 8"X13" ...	101-1009-44607	413.90
AMAZON CAPITAL SERVICES, I...	1QF9-HHXV-TLRR	12/29/2023	GENUINE JOE 2-PLY STANDAR...	101-1009-44607	264.18
AMAZON CAPITAL SERVICES, I...	1QF9-HHXV-TLRR	12/29/2023	SHIPPING	101-1009-44607	242.86
AMAZON CAPITAL SERVICES, I...	1QF9-HHXV-TLRR	12/29/2023	KARAT JS--JRT1000 9" 2-PLY J...	101-1009-44607	126.68
AMAZON CAPITAL SERVICES, I...	1QF9-HHXV-TLRR	12/29/2023	55-60 GALLON CONTRACTOR ...	101-1009-44607	1,038.20
BANK OF AMERICA	2000114-09863079	12/29/2023	PAINTING AND OFFICE SUPPLI...	101-1010-44606	55.80
XEROX CORP.	5128502	12/29/2023	CLERKS OFFICE OPEN PO FY23...	101-1001-43465	297.01
XEROX CORP.	5128502	12/29/2023	CITY MANAGER OPEN PO FY2...	101-1003-43465	282.16
XEROX CORP.	5128502	12/29/2023	FINANCE OFFICE OPEN PO FY...	101-1004-43465	514.87
XEROX CORP.	5128502	12/29/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43465	311.86
XEROX CORP.	5128502	12/29/2023	PARKS DEPT OPEN PO FY23/24	101-1009-43465	200.47
XEROX CORP.	5128502	12/29/2023	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	37.12
XEROX CORP.	5128502	12/29/2023	MUNICIPAL COURT OPEN PO ...	101-1040-43465	297.01
WARM SPRINGS RENT ALL	56296	12/29/2023	SCISSOR LIFT RENTAL	101-1009-43465	146.31
INTEGRATED TECHNOLOGIES ...	7768, 7769	12/29/2023	IT SERVICES	101-1002-48598	398.74
TYLER BUSINESS FORMS	90108	12/29/2023	51005 1096 TRANSMITTAL -5 ...	101-1004-44606	37.80
TYLER BUSINESS FORMS	90108	12/29/2023	1095CIRS-1095CA 1095-C IRS ...	101-1004-44606	90.32
TYLER BUSINESS FORMS	90108	12/29/2023	1095C EMPLOYEE COPY - 50 P...	101-1004-44606	90.32
TYLER BUSINESS FORMS	90108	12/29/2023	9999-2 4-UP ENVELOPE -SELF ...	101-1004-44606	104.00
TYLER BUSINESS FORMS	90108	12/29/2023	520925 BLANK 4-UP W - 2 WI...	101-1004-44606	172.24
TYLER BUSINESS FORMS	90108	12/29/2023	SHIPPING	101-1004-44606	184.82
TYLER BUSINESS FORMS	90108	12/29/2023	NEC6103E100 1099-NEC 4 PA...	101-1004-44606	292.78
TURTLEBACK PEST CONTROL, ...	98506	12/29/2023	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,075.24
VERIZON WIRELESS	9951805159	12/29/2023	CITY CLERK OPEN PO FY23/24	101-1001-43775	279.00
VERIZON WIRELESS	9951805159	12/29/2023	MUNICIPAL COURT OPEN PO ...	101-1002-43775	195.92
VERIZON WIRELESS	9951805159	12/29/2023	CITY MANAGER OPEN PO FY2...	101-1003-43775	233.73
VERIZON WIRELESS	9951805159	12/29/2023	FINANCE OPEN PO FY23/24	101-1004-43775	251.45
VERIZON WIRELESS	9951805159	12/29/2023	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	110.45

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9951805159	12/29/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43775	1,384.90
VERIZON WIRELESS	9951805159	12/29/2023	ANIMAL CONTROL OPEN PO F...	101-1008-43775	126.38
VERIZON WIRELESS	9951805159	12/29/2023	PARKS DEPT OPEN PO FY23/24	101-1009-43775	145.74
VERIZON WIRELESS	9951805159	12/29/2023	COMMUNITY DEVELOPEMENT...	101-1010-43775	93.86
VERIZON WIRELESS	9951805159	12/29/2023	STREETS DEPT OPEN PO FY23/...	101-1011-43775	152.21
VERIZON WIRELESS	9951805159	12/29/2023	FLEET DEPT OPEN PO FY23/24	101-1012-43775	86.37
VERIZON WIRELESS	9951805159	12/29/2023	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	123.33
BANK OF AMERICA	LI990493	12/29/2023	PROPERTY ROOM MANAGEM...	101-1007-42720	395.00
				Fund 101 - General Total:	**411,677.64**
Fund: 201 - Corrections					
ADMINISTRATIVE OFFICE OF ...	11302023	12/08/2023	PAY DWI /COURT AUTO/JUD /...	201-1903-44805	57.00
SIERRA COUNTY TREASURER	12012023	12/08/2023	OPEN PO - CARE OF PRISONERS	201-1903-48710	660.00
				Fund 201 - Corrections Total:	**717.00**
Fund: 209 - Fire					
NEW MEXICO GAS COMPANY, ..	11272023	12/01/2023	FIRE STATION OPEN PO FY23/...	209-1603-43780	58.57
NEW MEXICO GAS COMPANY, ..	11272023	12/01/2023	FIRE SOUTH STATION OPEN P...	209-1603-43780	147.31
XEROX CORP.	5000341	12/01/2023	FIRE DEPT OPEN PO FY23/24	209-1603-43465	334.14
MEGAHERTZ COMPUTER CON...	74993	12/01/2023	INTERNET SERVICE/NORTH FI...	209-1603-43775	54.19
LYNN'S LANDSCAPE	774	12/01/2023	OPEN PO FOR MONTHLY CLE...	209-1603-47415	471.43
BUDAGHER GENERATOR, INC	8912	12/01/2023	WATER TANK HILL GENERATO...	209-1603-47420	590.00
VERIZON WIRELESS	9949345711	12/01/2023	FIRE DEPT OPEN PO FY23/24	209-1603-43775	188.83
CITY UTILITIES	A-B DEC 2023	12/01/2023	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	269.96
PINNACLE PROPANE	U1300261	12/01/2023	PROPANE	209-1603-47420	501.68
BANK OF AMERICA	WINDSTREAM-10162023-2	12/01/2023	TELEPHONE FIRE DEPT	209-1603-43775	249.09
CITY UTILITIES	C-D NOVEMBER 2023	12/08/2023	FIRE DEPT CYCLE C&D OPEN ...	209-1603-43780	276.70
TESTON'S FREEWAY CHEVRON	5554	12/22/2023	OPEN PO FOR GAS/FUEL FY 23...	209-1603-43316	42.51
MEGAHERTZ COMPUTER CON...	78333	12/22/2023	INTERNET SERVICE/NORTH FI...	209-1603-43775	54.19
LYNN'S LANDSCAPE	939	12/22/2023	OPEN PO FOR MONTHLY CLE...	209-1603-47415	471.43
CITY UTILITIES	A-B DECEMBER 2023	12/22/2023	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	250.79
XEROX CORP.	5128502	12/29/2023	FIRE DEPT OPEN PO FY23/24	209-1603-43465	334.14
VERIZON WIRELESS	9951805159	12/29/2023	FIRE DEPT OPEN PO FY23/24	209-1603-43775	188.83
				Fund 209 - Fire Total:	**4,483.79**
Fund: 211 - Law Enforce Prot					
AMAZON CAPITAL SERVICES, I...	1R9T-P9MD-XJFY	12/01/2023	GAMING MONITORS FOR PD ...	211-2003-44613	306.90
BANK OF AMERICA	2000114-28751000	12/01/2023	4G Wireless Networking Card	211-2003-44607	130.01
KAUFMAN'S WEST, LLC	8668L	12/01/2023	UNIFORM ITEMS FOR OFFICERS	211-2003-44573	53.90
KAUFMAN'S WEST, LLC	8668L	12/01/2023	UNIFORM ITEMS FOR OFFICERS	211-2003-44615	277.80
INTERNAL SERVICE FUND	11/1/2023-11/30/2023	12/15/2023	11/01/2023-11/30/2023	211-2003-47420	144.93
THE LINE, LLC	2411	12/22/2023	UNIFORM PIECES FOR OFC. V...	211-2003-44573	103.73
THE LINE, LLC	2411	12/22/2023	UNIFORM PIECES FOR OFC. V...	211-2003-44615	19.94
THE LINE, LLC	2416	12/22/2023	UNIFORM ITEMS FOR SGT. M...	211-2003-44573	302.99
NM MUNICIPAL LEAGUE	5550	12/22/2023	NEW MEXICO LAW ENFORCE...	211-2003-42535	325.00
WORKMED OCCUPATIONAL H...	EM008219	12/22/2023	CERT BY WAIVER MEDICAL AS...	211-2003-44607	599.36
BANK OF AMERICA	12212023	12/29/2023	HOMICIDE & CRIME SCENE M...	211-2003-42535	100.00
LUIS TAVIZON	12282023	12/29/2023	REIMBURSEMENT FOR TRAIN...	211-2003-44607	22.77
SHANE JEFFERS	12282023	12/29/2023	REIMBUSEMENT FOR GLASSES...	211-2003-44615	77.77
BANK OF AMERICA	2000115-74565847	12/29/2023	EVIDENCE ROOM TABLE - PD	211-2003-44607	46.59
LAW ENFORCEMENT SEMINA...	2026647	12/29/2023	BACKGROUND INVESTIGATIO...	211-2003-42535	425.00
LAW ENFORCEMENT SEMINA...	2026734	12/29/2023	BACKGROUND INVESTIGATIO...	211-2003-42535	425.00
BANK OF AMERICA	2376981	12/29/2023	SUPPLIES FOR SHOOTING RA...	211-2003-44607	125.16
BANK OF AMERICA	3852931	12/29/2023	HOTEL ROOMS FOR NEW MEX...	211-2003-42535	785.84
				Fund 211 - Law Enforce Prot Total:	**4,272.69**
Fund: 214 - Lodgers Tax					
SUNNY 505	001510	12/01/2023	ADVERTISING AND MARKETI...	214-2503-47406	23,829.77
RUANNA WALDRUM	1385	12/01/2023	WEBSITE AND MULTI-MEDIA ...	214-2540-60725	645.99
GERONIMO TRAIL SCENIC BY...	11123-G	12/08/2023	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
CHAMBER OF COMMERCE	12423	12/08/2023	OPEN PO FOR LODGERS TAX ...	214-2560-60725	1,500.00
RUANNA WALDRUM	1389	12/22/2023	WEBSITE AND MULTI-MEDIA ...	214-2540-60725	476.03
				Fund 214 - Lodgers Tax Total:	**26,918.46**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 216 - Muni Street					
IWORQ SYSTEMS	202002	12/01/2023	ANNUAL SUBSCRIPTION NOV ...	216-4503-43770	5,538.00
BANK OF AMERICA	205632	12/01/2023	replacement seat for Bomag r...	216-4503-47420	159.99
B & H OIL CO.	120423BH	12/08/2023	RED DIESEL- OPEN PO FY 23/24	216-4503-43316	902.48
SIERRA AUTO/CARQUEST	6016-319353	12/08/2023	IGNITION SWITCH AND PARTS...	216-4503-47420	41.17
SIERRA AUTO/CARQUEST	6016-320059	12/08/2023	Electric switch EZ-Go Cart	216-4503-47420	15.31
INTERNAL SERVICE FUND	11/1/2023-11/30/2023	12/15/2023	11/01/2023-11/30/2023	216-4503-47420	43.71
M & M INDUSTRIES, INC	138236	12/22/2023	REBUILD ON 580 OUTRIGGER ...	216-4503-47420	1,483.18
TESTON'S FREEWAY CHEVRON	5591	12/22/2023	GAS/DIESEL FUEL PURCHASES-...	216-4503-43316	1,083.19
SOUTHWEST CONSTRUCTION ...	98057	12/22/2023	REPLACEMENT TEETH FOR MI...	216-4503-47420	949.31
FOXWORTH-GALBRAITH	2432853/2432852	12/29/2023	CAP REBAR OSHA	216-7023-43550	163.80
FOXWORTH-GALBRAITH	2432853/2432852	12/29/2023	STAKE 1x2x12	216-7023-43550	90.02
FOXWORTH-GALBRAITH	2432853/2432852	12/29/2023	STAKE METAL 3/4" x36	216-7023-43550	479.50
				Fund 216 - Muni Street Total:	**10,949.66**
Fund: 260 - Fiscal Recovery Funds					
FERGUSON US HOLDINGS, INC.	0515317-1	12/01/2023	LF 1 IPERL 1000 GAL WTR MTR	260-2002-80860	519.24
COOPERATIVE EDUCATIONAL ...	24-142931	12/22/2023	1,000' OF WATER LINE REPLA...	260-2002-80860	144,775.45
				Fund 260 - Fiscal Recovery Funds Total:	**145,294.69**
Fund: 294 - State Library					
XEROX CORP - OLD	020038045, 020133869	12/01/2023	XEROX OLD CONTRACT FOR LI...	294-5003-43465	59.19
TDS	11182023-L	12/01/2023	INTERNET SERVICE LIBRARY O...	294-5003-60834	99.95
XEROX CORP.	5000341	12/01/2023	LIBRARY OPEN PO FY23/24	294-5003-43465	26.73
VERIZON WIRELESS	9949345711	12/01/2023	LIBRARY OPEN PO FY23/24	294-5003-43775	168.50
THE LIBRARY CORPORATION	2023110017	12/22/2023	LIBRARY.SOLUTION SOFTWAR...	294-5003-60834	2,622.00
THE LIBRARY CORPORATION	INV11000202	12/22/2023	TO RENEW SOFTWARE LIC. JA...	294-5003-60834	2,290.00
XEROX CORP - OLD	020243795, 020337211	12/29/2023	XEROX OLD CONTRACT FOR LI...	294-5003-43465	59.70
TDS	12182023-L	12/29/2023	INTERNET SERVICE LIBRARY O...	294-5003-60834	99.95
XEROX CORP.	5128502	12/29/2023	LIBRARY OPEN PO FY23/24	294-5003-43465	26.73
VERIZON WIRELESS	9951805159	12/29/2023	LIBRARY OPEN PO FY23/24	294-5003-43775	168.50
				Fund 294 - State Library Total:	**5,621.25**
Fund: 295 - Muni Pool					
NEW MEXICO GAS COMPANY, ..	11272023	12/01/2023	SWIMMING POOL OPEN PO F...	295-4803-43780	30.13
XEROX CORP.	5000341	12/01/2023	POOL OPEN PO FY23/24	295-4803-43465	31.19
VERIZON WIRELESS	9949345711	12/01/2023	POOL OPEN PO FY23/24	295-4803-43775	28.79
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	295-4803-41226	40.10
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	295-4803-41226	40.10
CITY UTILITIES	C-D NOVEMBER 2023	12/08/2023	POOL CYCLE C&D OPEN PO F...	295-4803-43780	823.42
ASHLEY GALICIA	1212	12/15/2023	MEAL & FUEL TRAVEL REIMB...	295-4803-42720	133.62
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	295-4803-41226	40.10
BANK OF AMERICA	1210	12/29/2023	3 NIGHT HOTEL STAY AT COM...	295-4803-42720	422.47
XEROX CORP.	5128502	12/29/2023	POOL OPEN PO FY23/24	295-4803-43465	31.19
VERIZON WIRELESS	9951805159	12/29/2023	POOL OPEN PO FY23/24	295-4803-43775	28.79
				Fund 295 - Muni Pool Total:	**1,649.90**
Fund: 296 - PD GRT					
GT DISTRIBUTORS, INC	INV0979732	12/15/2023	FORCE ON FORCE DECISION ...	296-2403-44616	648.00
				Fund 296 - PD GRT Total:	**648.00**
Fund: 298 - PD Donations					
BANK OF AMERICA	155321	12/01/2023	DARE CLASS GRADUATION - PD	298-2103-45607	659.37
LUIS TAVIZON	SHOPWITHCOP	12/15/2023	SHOP WITH A COP EVENT 12/...	298-2105-45607	900.00
BANK OF AMERICA	1198 8046 6857 6949 8496, 4...	12/29/2023	SHOP WITH A COP GIFT CARDS	298-2105-45607	1,800.00
BANK OF AMERICA	1636 9884 7715 7383 5837, 2...	12/29/2023	SHOP WITH A COP GIFT CARDS	298-2105-45607	1,200.00
BANK OF AMERICA	6213 8553 1403 2521 523	12/29/2023	SHOP WITH A COP GIFT CARDS	298-2105-45607	600.00
				Fund 298 - PD Donations Total:	**5,159.37**
Fund: 301 - Impact Fees Account					
DRAKE OR KRYSTAL WEHRS	1	12/01/2023	DEVELOPEMENT IMPACT FEE ...	301-3503-45555	2,251.36
				Fund 301 - Impact Fees Account Total:	**2,251.36**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 303 - Vet Wall					
BANK OF AMERICA	WINDSTREAM-10162023-2	12/01/2023	TELEPHONE VETERANS WALL	303-4703-43775	359.26
				Fund 303 - Vet Wall Total:	**359.26**
Fund: 315 - CI Reserve					
DELL TECHNOLOGIES	10712970853	12/01/2023	7 OPTIPLEX MICRO DESKTOP ...	315-8001-44613	11,028.08
DELL TECHNOLOGIES	10712970853	12/01/2023	2 OPTIPLEX SMALL FORM FAC...	315-8001-44613	3,155.76
DELL TECHNOLOGIES	10712970853	12/01/2023	TAX	315-8001-44613	1,187.91
AMAZON CAPITAL SERVICES, I...	1Q4N-6WXL-W1QQ	12/01/2023	SHIPPING	315-8001-44613	53.44
AMAZON CAPITAL SERVICES, I...	1Q4N-6WXL-W1QQ	12/01/2023	MONITORS FOR NEW DESK T...	315-8001-44613	236.07
AMAZON CAPITAL SERVICES, I...	1Q4N-6WXL-W1QQ	12/01/2023	MONITORS FOR NEW DESKTO...	315-8001-44613	695.92
AMAZON CAPITAL SERVICES, I...	1G4Y-NQL9-6GDY	12/08/2023	COMPUTER CORDS, ADAPTERS..	315-8001-44613	363.71
AMAZON CAPITAL SERVICES, I...	1G4Y-NQL9-6GDY	12/08/2023	SHIPPING, HANDLING AND TAX	315-8001-44613	17.47
				Fund 315 - CI Reserve Total:	**16,738.36**
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY, INC. E...	120390	12/18/2023	ENGINEERING SERVICES MSD...	320-6603-80860	12,417.71
SMITHCO CONSTRUCTION INC.	PAY APPLICATION 12	12/18/2023	MSD WATERLINE CONSTRUCT...	320-6603-80860	198,633.54
				Fund 320 - USDA WATER SYSTEM IMPROVEMENTS Total:	**211,051.25**
Fund: 360 - NMFA PROJECTS					
SPARTAN CONSTRUCTION OF ...	PAY APPLICATION 3	12/01/2023	CONSTRUCTION SERVICES MS...	360-7009-80847	14,448.56
WILSON & COMPANY, INC. E...	122002	12/22/2023	ENG SERVICES ROADWAY IMP...	360-7009-80847	1,354.69
SMITHCO CONSTRUCTION INC.	PAY APP 2	12/22/2023	COLONIA INFRASTRUCTURE F...	360-7021-80860	348,255.61
				Fund 360 - NMFA PROJECTS Total:	**364,058.86**
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY, INC. E...	122152	12/22/2023	ENGINEERING SERVICES CANT...	370-7019-80847	61,261.11
				Fund 370 - WATER TRUST BOARD PROJECTS Total:	**61,261.11**
Fund: 380 - OTHER STATE FUNDED PROJECTS					
WILSON & COMPANY, INC. E...	121279/122126	12/22/2023	ENGINEERING SERVICES DW-4...	380-7002-48598	14,065.31
				Fund 380 - OTHER STATE FUNDED PROJECTS Total:	**14,065.31**
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTH...	120123	12/01/2023	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	120123	12/01/2023	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.71
NEW MEXICO FINANCE AUTH...	120123	12/01/2023	NMFA LOAN PYMT PPRF 5652	403-1203-12952	8,612.15
NEW MEXICO FINANCE AUTH...	120123	12/01/2023	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.59
NEW MEXICO FINANCE AUTH...	113123	12/22/2023	INTEREST & ADMIN FEES FOR ...	403-1203-90925	35.65
				Fund 403 - Pledge State Total:	**24,087.68**
Fund: 501 - Cemetary					
CITY UTILITIES	A-B DEC 2023	12/01/2023	CEMETARY CYCLE A&B OPEN ...	501-1803-43780	162.80
HOT SPRINGS CEMETERY ASS...	12012023	12/08/2023	HOT SPRINGS CEMETERY CON...	501-1803-47415	1,000.00
CITY UTILITIES	A-B DECEMBER 2023	12/22/2023	CEMETARY CYCLE A&B OPEN ...	501-1803-43780	531.58
				Fund 501 - Cemetary Total:	**1,694.38**
Fund: 502 - Util Office - Pool					
XEROX CORP.	5000341	12/01/2023	UTILITY BILLING OPEN PO FY2...	502-3601-43465	460.37
SPECTRUM NEW MEXICO LLC ...	587411	12/01/2023	10,000 # WINDOW & 10,000 ...	502-3601-43740	1,694.19
VERIZON WIRELESS	9949345711	12/01/2023	UTILITY BILLING OPEN PO FY2...	502-3601-43775	352.32
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	502-3601-41226	193.46
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	502-3601-41226	193.46
PITNEY BOWES INC.	3318369445	12/08/2023	UTILITY OFFICE PITNEY BOWES..	502-3601-43770	683.04
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	PLANNER	502-3601-44607	3.60
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	PENS DOZEN	502-3601-44607	12.50
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	GLASS CLEANER 6 COUNT	502-3601-44607	12.43
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	MOUSE	502-3601-44607	9.34
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	DESK CALENDAR 2024	502-3601-44607	9.00
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	WALL CALENDAR 2024	502-3601-44607	9.00
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	PLANNER	502-3601-44607	7.65
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	COPY PAPER 8 X 4	502-3601-44607	276.76
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	LYSOL SPRAY	502-3601-44607	32.88
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	TOILET BRUSH HOLDER	502-3601-44607	3.00
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	CLOROX CLEANER	502-3601-44607	21.78

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	LYSOL BATHROOM CLEANER	502-3601-44607	6.42
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	TOILET BRUSH	502-3601-44607	3.56
STAPLES CONTRACT & COMM...	8072310046	12/08/2023	WALL CALENDAR 2024	502-3601-44607	4.05
CITY UTILITIES	C-D NOVEMBER 2023	12/08/2023	UTILITY BILLING OFFICE CYCLE..	502-3601-43780	252.47
PITNEY BOWES INC.	331405972	12/15/2023	UTILITY OFFICE PITNEY BOWES..	502-3601-43770	3,514.41
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	502-3601-41226	193.46
XEROX CORP.	5128502	12/29/2023	UTILITY BILLING OPEN PO FY2...	502-3601-43465	460.37
VERIZON WIRELESS	9951805159	12/29/2023	UTILITY BILLING OPEN PO FY2...	502-3601-43775	192.34
				Fund 502 - Util Office - Pool Total:	**8,601.86**
Fund: 503 - Electric					
CURTIS W THOMAS DBA TRAI...	00268073	12/01/2023	CDL TRAINING- CHRIS REES & ...	503-3702-42720	8,705.50
TDS	11182023	12/01/2023	ELECTRIC DEPT OPEN PO FY 2...	503-3702-43780	600.00
NEW MEXICO GAS COMPANY, ..	11272023	12/01/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43780	47.14
VILLAGE OF WILLIAMSBURG	11302023	12/01/2023	FRANCHISE TAX FY 23/24 OPE...	503-3702-45796	5,113.29
REED'S TIRE CENTER	13663	12/01/2023	LABOR	503-3702-47420	95.00
REED'S TIRE CENTER	13663	12/01/2023	AIR FILTER	503-3702-47420	41.50
REED'S TIRE CENTER	13663	12/01/2023	FUEL FILTER	503-3702-47420	98.50
REED'S TIRE CENTER	13663	12/01/2023	OIL FILTER	503-3702-47420	29.85
REED'S TIRE CENTER	13663	12/01/2023	OIL	503-3702-47420	75.01
XEROX CORP.	5000341	12/01/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43465	133.66
WESTERN UNITED ELECTRIC	610062, 6102147	12/01/2023	ALUMINUM OVAL CURVED H...	503-3702-44607	728.60
WESTERN UNITED ELECTRIC	610062, 6102147	12/01/2023	CAP INSULATING 15KVA 200 ...	503-3702-44607	598.26
WESTERN UNITED ELECTRIC	610062, 6102147	12/01/2023	SPLICE AUTO #2 & #4 ACSR	503-3702-44607	653.50
WESTERN UNITED ELECTRIC	610062, 6102147	12/01/2023	DISPENSER GUY WIRE	503-3702-44607	30.93
WESTERN UNITED ELECTRIC	610062, 6102147	12/01/2023	GUY WIRE 3/8	503-3702-44607	340.00
WESTERN UNITED ELECTRIC	610062, 6102147	12/01/2023	BRACKET MOUNTING	503-3702-44607	263.50
WESTERN UNITED ELECTRIC	610062, 6102147	12/01/2023	WOOD BRACE CROSSARM	503-3702-44607	158.55
WESTERN UNITED ELECTRIC	610062, 6102147	12/01/2023	INSULATED DE POLYMER 15 KV	503-3702-44607	343.26
VERIZON WIRELESS	9949345711	12/01/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	193.20
CITY UTILITIES	A-B DEC 2023	12/01/2023	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	185.08
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	503-3702-41226	399.48
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	503-3702-41226	399.48
MIKE TORRES DBA CD TECHN...	1015	12/08/2023	IT SERVICE ELECTRIC DEPT OP...	503-3702-48598	425.00
SIERRA ELECTRIC CO-OP, INC.	12042023, 12072023	12/08/2023	MIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	563.73
SIERRA ELECTRIC CO-OP, INC.	12042023, 12072023	12/08/2023	POWER SERVICES-OPEN PO FY...	503-3702-50795	202,964.77
TRI-STATE GENERATION & TR...	304318	12/08/2023	POWER SERVICE- OPEN PO FY...	503-3702-50795	35,648.32
ALTEC INDUSTRIES, INC	51322991	12/08/2023	REPLACED DAMAGED ARTICU...	503-3702-47420	23,411.16
SIERRA AUTO/CARQUEST	6016-319447	12/08/2023	DOR 197-425 1/2-13X2 BOLTS	503-3702-44607	44.00
SIERRA AUTO/CARQUEST	6016-319857	12/08/2023	IDLER PULLEY	503-3702-47420	34.28
TWIN PALMS EMBROIDERY, L...	8033	12/08/2023	UNIFORM EMBROIDERY- PRIS...	503-3702-42620	35.00
CITY UTILITIES	C-D NOVEMBER 2023	12/08/2023	ELECTRIC DEPT CYCLE C&D O...	503-3702-43780	4,932.23
REED'S TIRE CENTER	13731	12/15/2023	OIL CHANGE, 00931-G	503-3702-47420	145.59
TRI-STATE GENERATION & TR...	304368	12/15/2023	POWER SERVICE- OPEN PO FY...	503-3702-50795	34,470.31
PARADIGM TRAFFIC SYSTEMS, ..	34246, 34438	12/15/2023	PED SIGN	503-3702-44607	29.00
PARADIGM TRAFFIC SYSTEMS, ..	34246, 34438	12/15/2023	PED POLE 20'	503-3702-44607	1,925.00
PARADIGM TRAFFIC SYSTEMS, ..	34246, 34438	12/15/2023	PED HEADS	503-3702-44607	820.00
PARADIGM TRAFFIC SYSTEMS, ..	34246, 34438	12/15/2023	3 SECTION SIGNAL HEAD	503-3702-44607	470.00
PARADIGM TRAFFIC SYSTEMS, ..	34246, 34438	12/15/2023	MECHANICAL PUSH BUTTON ...	503-3702-44607	240.00
QUILL CORPORATION	36037495, 36053785	12/15/2023	OFFICE SUPPLIES	503-3702-44606	218.64
SILVERSKY, INC.	493150-SI	12/15/2023	OPEN PO FY23/24 ELECTRIC D...	503-3702-43815	124.95
LANDIS+GYR TECHNOLOGY, I...	90385261	12/15/2023	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,400.00
VERIZON WIRELESS	9950825869	12/15/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	51.18
TDS	12182023	12/22/2023	ELECTRIC DEPT OPEN PO FY 2...	503-3702-43780	600.00
REED'S TIRE CENTER	13758	12/22/2023	OIL FILTER	503-3702-47420	7.34
REED'S TIRE CENTER	13758	12/22/2023	TAX	503-3702-47420	3.18
REED'S TIRE CENTER	13758	12/22/2023	AIR FILTER	503-3702-47420	18.76
REED'S TIRE CENTER	13758	12/22/2023	LABOR	503-3702-47420	40.00
REED'S TIRE CENTER	13758	12/22/2023	5 W 30 OIL	503-3702-47420	59.00
REED'S TIRE CENTER	13766	12/22/2023	LABOR	503-3702-47420	140.00
REED'S TIRE CENTER	13766	12/22/2023	FUEL FILTER	503-3702-47420	104.95

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
REED'S TIRE CENTER	13766	12/22/2023	OIL FILTER	503-3702-47420	56.30
REED'S TIRE CENTER	13766	12/22/2023	AIR FILTER	503-3702-47420	34.12
REED'S TIRE CENTER	13766	12/22/2023	15 W 40 OIL	503-3702-47420	208.32
TESTON'S FREEWAY CHEVRON	5555	12/22/2023	GAS/DIESEL FUEL PURCHASES-...	503-3702-43316	1,554.57
CITY UTILITIES	A-B DECEMBER 2023	12/22/2023	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	187.87
CITY UTILITIES	DECEMBER 2023	12/22/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43780	7.35
WESTERN AREA POWER ADM...	JJPB1798A1123	12/22/2023	BASE DEMAND & BASE ENER...	503-3702-50795	45,050.05
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	503-3702-41226	400.87
MIKE TORRES DBA CD TECHN...	1016	12/29/2023	IT SERVICE ELECTRIC DEPT OP...	503-3702-48598	425.00
AMAZON CAPITAL SERVICES, I...	1C1X-VK1C-TKJC	12/29/2023	JEANS	503-3702-42620	269.94
AMAZON CAPITAL SERVICES, I...	1C1X-VK1C-TKJC	12/29/2023	BOOTS	503-3702-44615	189.95
XEROX CORP.	5128502`	12/29/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43465	133.66
LANDIS+GYR TECHNOLOGY, I...	90385944	12/29/2023	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,400.00
VERIZON WIRELESS	9951805159	12/29/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	193.20
BORDER INTERNATIONAL TRU...	R400029934.01	12/29/2023	MAINTENANCE, G-91227	503-3702-47420	4,271.20
				Fund 503 - Electric Total:	**382,542.08**
Fund: 504 - Water					
BANK OF AMERICA	014067, 088879	12/01/2023	TRAINING COST	504-3803-42720	170.24
BANK OF AMERICA	014067, 088879	12/01/2023	TRAINING COST	504-3803-42720	170.24
BANK OF AMERICA	04920122156313375361	12/01/2023	BATTERY	504-3803-44607	69.74
FERGUSON US HOLDINGS, INC.	0519786	12/01/2023	6 HYMAX 2 REP COUP 6.42-7....	504-3803-44607	2,639.92
FERGUSON US HOLDINGS, INC.	0519992	12/01/2023	4X2 MJ C153 TAP TEE L/A	504-3803-44607	154.21
FERGUSON US HOLDINGS, INC.	0519992	12/01/2023	1-1/2- 2 MTR PLT N&B FLG	504-3803-44607	3.37
FERGUSON US HOLDINGS, INC.	0519992	12/01/2023	2 RUB FF MTR GSKT	504-3803-44607	5.26
FERGUSON US HOLDINGS, INC.	0519992	12/01/2023	LF 2 BRZ OVAL METER FLG	504-3803-44607	62.68
KING'S LOCKSMITH	08496	12/01/2023	BEST TL	504-3803-44607	16.10
KING'S LOCKSMITH	08497	12/01/2023	OFFICE KEYS	504-3803-44607	10.73
KING'S LOCKSMITH	08497	12/01/2023	FRONT GATE KEY	504-3803-44607	7.50
KING'S LOCKSMITH	08497	12/01/2023	BACK GATE KEYS	504-3803-44607	7.50
TDS	11182023	12/01/2023	WATER DEPT OPEN PO FY 22/...	504-3803-43780	600.00
BANK OF AMERICA	11252023	12/01/2023	SHIPPING	504-3803-42620	12.49
BANK OF AMERICA	11252023	12/01/2023	CALEB'S EMBROIDERY	504-3803-42620	4.19
BANK OF AMERICA	11252023	12/01/2023	TONY'S JACKET	504-3803-42620	35.19
BANK OF AMERICA	11252023	12/01/2023	TIMS EMBROIDERY	504-3803-42620	4.19
BANK OF AMERICA	11252023	12/01/2023	TIMS JACKET	504-3803-42620	21.99
BANK OF AMERICA	11252023	12/01/2023	SAL JACKET	504-3803-42620	35.19
BANK OF AMERICA	11252023	12/01/2023	TAX	504-3803-42620	33.97
BANK OF AMERICA	11252023	12/01/2023	CALEB'S JACKET	504-3803-42620	34.39
BANK OF AMERICA	11252023	12/01/2023	ISAIAHS JACKETS	504-3803-42620	34.39
BANK OF AMERICA	11252023	12/01/2023	PATRICKS EMBROIDERY	504-3803-42620	4.19
BANK OF AMERICA	11252023	12/01/2023	ISAIAHS EMBROIDERY	504-3803-42620	4.19
BANK OF AMERICA	11252023	12/01/2023	RENES JACKET	504-3803-42620	34.39
BANK OF AMERICA	11252023	12/01/2023	TONY'S EMBROIDERY	504-3803-42620	4.19
BANK OF AMERICA	11252023	12/01/2023	ARNIES EMBROIDERY	504-3803-42620	4.19
BANK OF AMERICA	11252023	12/01/2023	JUSTIN EMBROIDERY	504-3803-42620	4.19
BANK OF AMERICA	11252023	12/01/2023	ALL EMBROIDERY	504-3803-42620	52.61
BANK OF AMERICA	11252023	12/01/2023	PATRICK JACKET	504-3803-42620	36.79
BANK OF AMERICA	11252023	12/01/2023	SAL EMBROIDERY	504-3803-42620	4.19
BANK OF AMERICA	11252023	12/01/2023	ARNIES JACKETS	504-3803-42620	35.19
BANK OF AMERICA	11252023	12/01/2023	JUSTINS JACKET	504-3803-42620	35.19
BANK OF AMERICA	11252023	12/01/2023	RENES EMBROIDERY	504-3803-42620	4.19
VILLAGE OF WILLIAMSBURG	11302023	12/01/2023	FRANCHISE TAX FY 23/24 OPE...	504-3803-45796	1,256.53
AMAZON CAPITAL SERVICES, I...	133L-LDXL-4DNR	12/01/2023	JAMIES JACKET	504-3803-42620	34.99
AMAZON CAPITAL SERVICES, I...	133L-LDXL-4DNR	12/01/2023	SADIES JACKET	504-3803-42620	34.99
MPG SERVICES, LLC	16	12/01/2023	MOODY COUPLING 2"	504-3803-44607	43.20
AMAZON CAPITAL SERVICES, I...	16HL-RDQY-VVYR	12/01/2023	DESK CALENDAR	504-3803-44607	9.73
AMAZON CAPITAL SERVICES, I...	16HL-RDQY-VVYR	12/01/2023	EXPANDABLE PLASTIC WALL P...	504-3803-44607	6.07
AMAZON CAPITAL SERVICES, I...	16HL-RDQY-VVYR	12/01/2023	5 TIER DESK ORGANIZER	504-3803-44607	8.79
AMAZON CAPITAL SERVICES, I...	16HL-RDQY-VVYR	12/01/2023	DESKTOP REFENCE SYSTEM	504-3803-44607	21.30
AMAZON CAPITAL SERVICES, I...	16R1-QKWM-WP79	12/01/2023	SHIPPING & TAX	504-3803-44607	13.87

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, I...	16R1-QKWM-WP79	12/01/2023	MILWAIKEE CORDLESS SAWZA...	504-3803-44607	115.00
AMAZON CAPITAL SERVICES, I...	1HY3-6W1X-X679	12/01/2023	DANGER CHLORINE GAS	504-3803-44606	19.98
AMAZON CAPITAL SERVICES, I...	1HY3-6W1X-X679	12/01/2023	AAA BATTERIES	504-3803-44606	14.98
AMAZON CAPITAL SERVICES, I...	1HY3-6W1X-X679	12/01/2023	A23 12V BATTERIES	504-3803-44606	3.42
AMAZON CAPITAL SERVICES, I...	1HY3-6W1X-X679	12/01/2023	NFPA ADHESIVE LABEL	504-3803-44606	27.42
AMAZON CAPITAL SERVICES, I...	1HY3-6W1X-X679	12/01/2023	COPY STAMPS	504-3803-44606	10.60
AMAZON CAPITAL SERVICES, I...	1NPL-T4PH-LW6Q	12/01/2023	SHIPPING	504-3803-44606	3.49
AMAZON CAPITAL SERVICES, I...	1NPL-T4PH-LW6Q	12/01/2023	SPACE HEATERS	504-3803-44606	62.47
AMAZON CAPITAL SERVICES, I...	1NPL-T4PH-LW6Q	12/01/2023	FILE CABINET	504-3803-44606	127.50
AMAZON CAPITAL SERVICES, I...	1V9Q-KTN414-M1HT	12/01/2023	POWER SUPPLY FOR DESK PH...	504-3803-44606	8.29
AMAZON CAPITAL SERVICES, I...	1V9Q-KTN414-M1HT	12/01/2023	BATTERY 2032	504-3803-44606	4.69
BANK OF AMERICA	254562, 254560	12/01/2023	HOTEL ROOM	504-3803-42720	224.82
BANK OF AMERICA	254562, 254560	12/01/2023	HOTEL ROOM	504-3803-42720	224.82
SMITHCO CONSTRUCTION INC.	559-23-006	12/01/2023	SYSTEM-WIDE REPAIRS FOR L...	504-3803-47421	9,887.06
VERIZON WIRELESS	9949345711	12/01/2023	WATER DEPT OPEN PO FY23/...	504-3803-43775	193.35
CITY UTILITIES	A-B DEC 2023	12/01/2023	WATER DEPT CYCLE A&B OPEN..	504-3803-43780	654.19
STEVE BELL CONSTRUCTION	C18491	12/01/2023	EMERGENCY WATER LINE REP...	504-3803-47415	6,384.00
STEVE BELL CONSTRUCTION	C18491	12/01/2023	TAX AT 8.375%	504-3803-47415	534.66
DPC INDUSTRIES, INC.	DE74000544-23	12/01/2023	MONTHLY DEMURRAGE FEE F...	504-3803-43465	100.00
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	504-3803-41226	371.04
CORE & MAIN, LP	T159341	12/01/2023	TAX	504-3803-44607	80.77
CORE & MAIN, LP	T159341	12/01/2023	FC202-761-I 6X3/4CC DI SADD...	504-3803-44607	578.58
CORE & MAIN, LP	T159341	12/01/2023	FC202-526-CC3 4X3/4CC DI S...	504-3803-44607	385.72
LM BUILDING SERVICES	373634-11/30/2023	12/07/2023	GAS LINE AND UPDATES FOR ...	504-3803-48598	2,515.00
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	504-3803-41226	366.34
FERGUSON US HOLDINGS, INC.	0519785	12/08/2023	FIELD SUPPLIES - WATER	504-3803-44607	1,319.96
FERGUSON US HOLDINGS, INC.	0520432	12/08/2023	C900 DR18 PVC GJ BLUE PIPE	504-3803-44607	1,548.00
FERGUSON US HOLDINGS, INC.	0520432	12/08/2023	SMALL RUN FEE	504-3803-44607	250.00
MIKE TORRES DBA CD TECHN...	1015	12/08/2023	IT SERVICE WATER DEPT OPEN..	504-3803-48598	425.00
SUN VALLEY, INC.	172091, 172159, 172173, 172...	12/08/2023	FIELD SUPPLIES	504-3803-44607	128.89
SUN VALLEY, INC.	172361	12/08/2023	WEEDEATER REPAIR KITS	504-3803-47421	79.96
SUN VALLEY, INC.	172361	12/08/2023	WEEDEATER	504-3803-47421	175.99
AMAZON CAPITAL SERVICES, I...	1FXQ-3WJ1-4WJ1	12/08/2023	CASE	504-3803-44607	11.99
AMAZON CAPITAL SERVICES, I...	1FXQ-3WJ1-4WJ1	12/08/2023	SAMSUNG GALAXY	504-3803-44607	75.69
B & H OIL CO.	55632, 55635, 55638, 55642	12/08/2023	OPEN PO FOR DIESEL,OIL AND...	504-3803-43316	213.43
B & H OIL CO.	55632-2, 55635-2, 55638-2, 5...	12/08/2023	OPEN PO FOR DIESEL,OIL AND...	504-3803-43316	18.00
BULLOCKS, INC.	5650, 6111, 6005, 5500, 6843,...	12/08/2023	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	12.65
SIERRA AUTO/CARQUEST	6016-319155, 6016-319156, 6...	12/08/2023	FIELD SUPPLIES	504-3803-44607	32.94
DESERT GRAPHICS INC.	6792	12/08/2023	2' X 3' SIGNS	504-3803-43740	637.50
DESERT GRAPHICS INC.	6792	12/08/2023	TRUCK DECALS	504-3803-43740	100.00
DESERT GRAPHICS INC.	6792	12/08/2023	10"X15" SIGNS	504-3803-43740	60.00
BULLOCKS, INC.	8477, 3606, 4365	12/08/2023	FIELD SUPPLIES	504-3803-44607	44.84
GRAINGER, INC.	99018191548	12/08/2023	BATTER OPERATED PAIL PUMP	504-3803-44607	82.15
CITY UTILITIES	C-D NOVEMBER 2023	12/08/2023	WATER DEPT CYCLE C&D OP...	504-3803-43780	10,665.58
INTERNAL SERVICE FUND	11/1/2023-11/30/2023	12/15/2023	11/01/2023-11/30/2023	504-3803-47420	161.26
TAXATION AND REVENUE	11302023	12/15/2023	WATER CONSERVATION FEE FY..	504-3803-43797	1,201.27
AMAZON CAPITAL SERVICES, I...	1KRH-MG9L-TRYP	12/15/2023	DELL LATITUDE 3540	504-3803-44607	453.47
SILVERSKY, INC.	493150-SI	12/15/2023	OPEN PO FY23/24 WATER DE...	504-3803-43815	124.95
MAULDIN DRILLING, LLC	8149	12/15/2023	WELL REPAIRS	504-3803-47421	17,816.85
DPC INDUSTRIES, INC.	DE74000765-23	12/15/2023	MONTHLY DEMURRAGE FEE F...	504-3803-43465	100.00
FERGUSON US HOLDINGS, INC.	0510953, SC20453	12/22/2023	FIELD SUPPLIES - WATER	504-3803-44607	1,142.30
TDS	12182023	12/22/2023	WATER DEPT OPEN PO FY 22/...	504-3803-43780	600.00
REED'S TIRE CENTER	13617	12/22/2023	265/70/16 TIRES	504-3803-47421	712.00
AMAZON CAPITAL SERVICES, I...	13KP-FLHM-WKPY	12/22/2023	HIGH CAPACITY FILE FOLDERS	504-3803-44606	8.21
AMAZON CAPITAL SERVICES, I...	13KP-FLHM-WKPY	12/22/2023	BROTHER PRINTER INK	504-3803-44606	42.09
NM STATE LAND OFFICE	252286	12/22/2023	NM STATE LAND OFFICE LEASE..	504-3803-43770	2,152.54
TESTON'S FREEWAY CHEVRON	47821, 47954, 47871, 47873, ...	12/22/2023	OPEN PO FOR DIESEL/UNLEA...	504-3803-43316	2,210.67
CITY UTILITIES	A-B DECEMBER 2023	12/22/2023	WATER DEPT CYCLE A&B OPEN..	504-3803-43780	594.88
CITY UTILITIES	DECEMBER 2023	12/22/2023	WATER DEPT OPEN PO FY23/...	504-3803-43780	68.67
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	504-3803-41226	371.04

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
L-E ELECTRIC INC.	WO4179	12/22/2023	OPEN PO	504-3803-47421	760.79
FERGUSON US HOLDINGS, INC.	0522038	12/29/2023	FIELD SUPPLIES FOR LEAKS	504-3803-44607	3,247.69
MIKE TORRES DBA CD TECHN...	1016	12/29/2023	IT SERVICE WATER DEPT OPEN...	504-3803-48598	425.00
NEW MEXICO GAS COMPANY, ..	12192023	12/29/2023	WATER DEPT OPEN PO FY23/...	504-3803-43780	155.41
NM RURAL WATER ASSOC.	2024AN	12/29/2023	ANNUAL DUES	504-3803-43770	1,366.00
BANK OF AMERICA	43169	12/29/2023	HOLIDAY DECORATIONS	504-3803-44606	24.39
POWER FORD	882666-480	12/29/2023	2 KEYS- 2020 FORD F-150	504-3803-47420	437.00
VERIZON WIRELESS	9951805159	12/29/2023	WATER DEPT OPEN PO FY23/...	504-3803-43775	217.45
DAUPLER, INC	INV-000648	12/29/2023	AFTER HOURS DISPATCH SYST...	504-3803-48598	2,400.00
BAKER UTILITY SUPPLY CORP.	INV317739	12/29/2023	FIELD SUPPLIES FOR WATER L...	504-3803-44607	4,092.75
MRSP LLC	SPMR3862	12/29/2023	WEB ACCESS LICENSE AND SU...	504-3803-43815	1,419.00
NM ENVIRONMENT DEPT	WS2	12/29/2023	EXAM FOR WATER SUPPLY LE...	504-3803-43770	30.00
				Fund 504 - Water Total:	**86,902.89**
Fund: 505 - Solid Waste					
PARKHILL SMITH & COOPER	04118823.00-2	12/01/2023	REGISTRATION RENEWAL	505-3904-48599	2,930.46
THE WELDING SHOP	11-14-23	12/01/2023	FABRICATE NEW 3" POLE W/B...	505-3904-47415	198.00
TDS	11182023	12/01/2023	SANITATION	505-3904-43780	600.00
NEW MEXICO GAS COMPANY, ..	11272023	12/01/2023	RECYCLE CENTER OPEN PO FY...	505-3904-43780	64.01
VILLAGE OF WILLIAMSBURG	11302023	12/01/2023	FRANCHISE TAX FY 23/24 OPE...	505-3904-45796	1,681.58
PARADIGM SOFTWARE, LLC	14752	12/01/2023	TCNM-PARADIGM ANN. STAN...	505-3904-43815	3,612.39
AMAZON CAPITAL SERVICES, I...	1PGW-T696-VGCV	12/01/2023	10 PCS BRACE BAND FOR CHA...	505-3904-44607	103.96
AMAZON CAPITAL SERVICES, I...	1PGW-T696-VGCV	12/01/2023	CLEANER SET FOR CARBON KIT..	505-3904-44607	8.99
AUTOZONE STORES, LLC	2529193703	12/01/2023	SP-DEF SHOP PRO DEF	505-3904-44607	239.76
XEROX CORP.	5000341	12/01/2023	SOLID WASTE OPEN PO FY23/...	505-3904-43465	222.76
CITY OF LAS CRUCES	98436	12/01/2023	SCSWA WASTE DISPOSAL	505-3904-45601	48,232.50
VERIZON WIRELESS	9949345711	12/01/2023	SANITATION OPEN PO FY23/24	505-3904-43775	166.42
CITY UTILITIES	NOVEMBER 2023	12/01/2023	SANITATION DEPT OPEN PO F...	505-3904-45601	23,921.23
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	505-3904-41226	551.21
BORDER INTERNATIONAL TRU...	X400101283.01	12/01/2023	MOTOR BLOWER	505-3904-47420	286.32
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	505-3904-41226	542.16
SOUTHWESTERN EQUIPMENT...	043755	12/08/2023	SPEED CONTROLLER	505-3904-47420	1,450.00
SOUTHWESTERN EQUIPMENT...	043755	12/08/2023	EXTRA FREIGHT	505-3904-47420	31.72
MIKE TORRES DBA CD TECHN...	1015	12/08/2023	IT SERVICE SANITATION DEPT ...	505-3904-48598	425.00
FOXWORTH-GALBRAITH	2386002	12/08/2023	1 HEM FIR 4" X 4" X8' STD & B...	505-3904-44607	24.60
RED WING SHOES OF LAS CRU...	5669	12/08/2023	SAFETY BOOTS- SCOTT HURON	505-3904-44615	200.00
SIERRA AUTO/CARQUEST	6016-319216	12/08/2023	XAI 147A - 147CF ACETYLENE	505-3904-44607	98.00
SIERRA AUTO/CARQUEST	6016-319962	12/08/2023	XBO CRIMPS	505-3904-44607	14.00
SIERRA AUTO/CARQUEST	6016-319962	12/08/2023	HHC G25230-0608	505-3904-44607	13.31
SIERRA AUTO/CARQUEST	6016-319962	12/08/2023	HHC G25170-0606	505-3904-44607	9.51
SIERRA AUTO/CARQUEST	6016-319962	12/08/2023	HHC 70276-HOSE	505-3904-44607	28.20
CITY UTILITIES	C-D NOVEMBER 2023	12/08/2023	SANITATION DEPT CYCLE C&D...	505-3904-43780	571.91
WAGNER EQUIPMENT CO.	P12C0474079	12/08/2023	KEY AS	505-3904-47420	103.60
WAGNER EQUIPMENT CO.	P12C0474079	12/08/2023	RECPTACLE KI	505-3904-47420	7.15
WAGNER EQUIPMENT CO.	P12C0474079	12/08/2023	BRAKE ASSY	505-3904-47420	285.31
WAGNER EQUIPMENT CO.	P12C0474079	12/08/2023	COIL AS	505-3904-47420	117.16
INTERNAL SERVICE FUND	11/1/2023-11/30/2023	12/15/2023	11/01/2023-11/30/2023	505-3904-47420	434.02
SILVERSKY, INC.	493150-SI	12/15/2023	OPEN PO FY23/24 SOLID WAS...	505-3904-43815	124.95
NORTHERN TOOL & EQUIPME...	52954767	12/15/2023	159913 -GRIND WHL METAL 4,.	505-3904-44607	19.95
NORTHERN TOOL & EQUIPME...	52954767	12/15/2023	42282 -5PK 4.5" TWIST KNOT...	505-3904-44607	39.99
NORTHERN TOOL & EQUIPME...	52954767	12/15/2023	155944 4.5"X.04"X78" 5 PK	505-3904-44607	25.98
NORTHERN TOOL & EQUIPME...	52954767	12/15/2023	42298 -5PACK 4.5" 60GRIT FL...	505-3904-44607	24.99
WEX BANK	93674662-SANI	12/15/2023	WEX- DIESEL & GASOLINE	505-3904-43316	5,748.39
MEDLEY MATERIAL HANDLING..	ESA001619-1	12/15/2023	HYSTER H60FT LIFT TRUCK-	505-3904-80845	55,000.00
PARKHILL SMITH & COOPER	04078823.00-8	12/22/2023	MONITORING WELL REPLACE...	505-3904-48599	43,548.19
PARKHILL SMITH & COOPER	04118823.00-3	12/22/2023	REGISTRATION RENEWAL	505-3904-48599	2,479.62
RELIANCE STEEL	12 IV-498683	12/22/2023	HOT ROLLED STEEL SHEET A-5...	505-3904-44607	810.00
RELIANCE STEEL	12 IV-498683	12/22/2023	HOT ROLLED ROUND ASTM-A-...	505-3904-44607	150.00
TDS	12182023	12/22/2023	SANITATION	505-3904-43780	600.00
M & M INDUSTRIES, INC	138402	12/22/2023	FORKLIFT REPAIRS	505-3904-47420	6,545.00
CITY UTILITIES	DECEMBER 2023	12/22/2023	SANITATION DEPT OPEN PO F...	505-3904-45601	23,370.55

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	505-3904-41226	542.16
PARKHILL SMITH & COOPER	04188523.00-1	12/29/2023	ENVIRONMENTAL LANDFILL ...	505-3904-48599	15,024.90
MIKE TORRES DBA CD TECHN...	1016	12/29/2023	IT SERVICE SANITATION DEPT ...	505-3904-48598	425.00
4 RIVERS EQUIPMENT	12-26-2023	12/29/2023	BRAKE DISK REPAIR	505-3904-47420	6,952.94
4 RIVERS EQUIPMENT	1542620	12/29/2023	HEAT SHIELD	505-3904-47420	64.10
4 RIVERS EQUIPMENT	1542620	12/29/2023	HEAT SHIELD	505-3904-47420	102.52
4 RIVERS EQUIPMENT	1542620	12/29/2023	HOOD KIT	505-3904-47420	1,843.66
4 RIVERS EQUIPMENT	1542620	12/29/2023	SUPPORT	505-3904-47420	1,407.14
4 RIVERS EQUIPMENT	1563524	12/29/2023	TRANSPORTATION TO AND F...	505-3904-47420	2,040.00
WASTEQUIP MANUFACTURIN...	20INV00498268	12/29/2023	4 CY SIDE LOAD CONTAINER ...	505-3904-44613	11,520.86
XEROX CORP.	5128502	12/29/2023	SOLID WASTE OPEN PO FY23/...	505-3904-43465	222.76
SOUTHWEST CONSTRUCTION ...	98076	12/29/2023	9W8215 BACKHOE BLADE	505-3904-44613	309.72
SOUTHWEST CONSTRUCTION ...	98076	12/29/2023	5/8 X 2 1/4 BOLTS	505-3904-44613	17.76
SOUTHWEST CONSTRUCTION ...	98076	12/29/2023	T84194HT BACKHOE BLADE	505-3904-44613	279.69
SOUTHWEST CONSTRUCTION ...	98076	12/29/2023	5/8 NC NUTS	505-3904-44613	12.64
CITY OF LAS CRUCES	99038	12/29/2023	SCSWA WASTE DISPOSAL	505-3904-45601	45,154.05
VERIZON WIRELESS	9951805159	12/29/2023	SANITATION OPEN PO FY23/24	505-3904-43775	166.42
BANK OF AMERICA	LOWE'S HOME CENTER'S LLC	12/29/2023	REFRIGERATOR/SHIP OR DELI...	505-3904-44613	798.58
WAGNER EQUIPMENT CO.	P12C0477186	12/29/2023	SENSOR	505-3904-47420	57.27
WAGNER EQUIPMENT CO.	P12C0477186	12/29/2023	PAD ASS	505-3904-47420	699.24
				Fund 505 - Solid Waste Total:	**313,304.26**
Fund: 506 - WWTP					
KING'S LOCKSMITH	08496	12/01/2023	BEST TL	506-4005-44607	16.10
KING'S LOCKSMITH	08497	12/01/2023	OFFICE KEYS	506-4005-44607	10.72
KING'S LOCKSMITH	08497	12/01/2023	FRONT GATE KEY	506-4005-44607	7.50
KING'S LOCKSMITH	08497	12/01/2023	BACK GATE KEYS	506-4005-44607	7.50
TDS	11182023	12/01/2023	WASTE WATER OPEN PO FY 2...	506-4005-43780	600.00
BANK OF AMERICA	11252023	12/01/2023	SHIPPING	506-4005-42620	12.50
BANK OF AMERICA	11252023	12/01/2023	TAX	506-4005-42620	33.96
BANK OF AMERICA	11252023	12/01/2023	ISAIAHS JACKETS	506-4005-42620	34.39
BANK OF AMERICA	11252023	12/01/2023	ALL EMBROIDERY	506-4005-42620	52.60
BANK OF AMERICA	11252023	12/01/2023	CALEB'S JACKET	506-4005-42620	34.39
BANK OF AMERICA	11252023	12/01/2023	RENES JACKET	506-4005-42620	34.39
BANK OF AMERICA	11252023	12/01/2023	SAL EMBROIDERY	506-4005-42620	4.20
BANK OF AMERICA	11252023	12/01/2023	PATRICK JACKET	506-4005-42620	36.79
BANK OF AMERICA	11252023	12/01/2023	TONY'S JACKET	506-4005-42620	35.19
BANK OF AMERICA	11252023	12/01/2023	JUSTINS JACKET	506-4005-42620	35.19
BANK OF AMERICA	11252023	12/01/2023	ARNIES JACKETS	506-4005-42620	35.19
BANK OF AMERICA	11252023	12/01/2023	TIMS JACKET	506-4005-42620	22.00
BANK OF AMERICA	11252023	12/01/2023	TIMS EMBROIDERY	506-4005-42620	4.20
BANK OF AMERICA	11252023	12/01/2023	SAL JACKET	506-4005-42620	35.19
BANK OF AMERICA	11252023	12/01/2023	TONY'S EMBROIDERY	506-4005-42620	4.20
BANK OF AMERICA	11252023	12/01/2023	ARNIES EMBROIDERY	506-4005-42620	4.20
BANK OF AMERICA	11252023	12/01/2023	JUSTIN EMBROIDERY	506-4005-42620	4.20
BANK OF AMERICA	11252023	12/01/2023	ISAIAHS EMBROIDERY	506-4005-42620	4.20
BANK OF AMERICA	11252023	12/01/2023	CALEB'S EMBROIDERY	506-4005-42620	4.20
BANK OF AMERICA	11252023	12/01/2023	PATRICKS EMBROIDERY	506-4005-42620	4.20
BANK OF AMERICA	11252023	12/01/2023	RENES EMBROIDERY	506-4005-42620	4.20
NEW MEXICO GAS COMPANY, ...	11272023	12/01/2023	VACUUM STATION OPEN PO F...	506-4005-43780	31.47
HURT FENCE COMPANY LLC	120378	12/01/2023	VAC STATION FENCING	506-4005-48599	17,017.04
AMAZON CAPITAL SERVICES, I...	133L-LDXL-4DNR	12/01/2023	SADIES JACKET	506-4005-42620	34.99
AMAZON CAPITAL SERVICES, I...	133L-LDXL-4DNR	12/01/2023	JAMIES JACKET	506-4005-42620	34.99
AMAZON CAPITAL SERVICES, I...	16HL-RDQY-VVYR	12/01/2023	EXPANDABLE PLASTIC WALL P...	506-4005-44607	6.07
AMAZON CAPITAL SERVICES, I...	16HL-RDQY-VVYR	12/01/2023	5 TIER DESK ORGANIZER	506-4005-44607	8.80
AMAZON CAPITAL SERVICES, I...	16HL-RDQY-VVYR	12/01/2023	DESK CALENDAR	506-4005-44607	9.74
AMAZON CAPITAL SERVICES, I...	16HL-RDQY-VVYR	12/01/2023	DESKTOP REFENCE SYSTEM	506-4005-44607	21.30
AMAZON CAPITAL SERVICES, I...	1HY3-6W1X-X679	12/01/2023	AAA BATTERIES	506-4005-44606	14.98
AMAZON CAPITAL SERVICES, I...	1HY3-6W1X-X679	12/01/2023	NFPA ADHESIVE LABEL	506-4005-44606	27.42
AMAZON CAPITAL SERVICES, I...	1HY3-6W1X-X679	12/01/2023	COPY STAMPS	506-4005-44606	10.60
AMAZON CAPITAL SERVICES, I...	1HY3-6W1X-X679	12/01/2023	A23 12V BATTERIES	506-4005-44606	3.42

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, I...	1HY3-6W1X-X679	12/01/2023	DANGER CHLORINE GAS	506-4005-44606	19.98
AMAZON CAPITAL SERVICES, I...	1NPL-T4PH-LW6Q	12/01/2023	FILE CABINET	506-4005-44606	127.50
AMAZON CAPITAL SERVICES, I...	1NPL-T4PH-LW6Q	12/01/2023	SPACE HEATERS	506-4005-44606	62.48
AMAZON CAPITAL SERVICES, I...	1NPL-T4PH-LW6Q	12/01/2023	SHIPPING	506-4005-44606	3.50
AMAZON CAPITAL SERVICES, I...	1V9Q-KTN414-M1HT	12/01/2023	POWER SUPPLY FOR DESK PH...	506-4005-44606	8.28
AMAZON CAPITAL SERVICES, I...	1V9Q-KTN414-M1HT	12/01/2023	BATTERY 2032	506-4005-44606	4.69
XEROX CORP.	5000341	12/01/2023	WASTE WATER OPEN PO FY23...	506-4005-43465	171.82
GRAINGER, INC.	9900008450	12/01/2023	SURFACE AERATOR: 1HP, 120V..	506-4005-44607	1,692.12
VERIZON WIRELESS	9949345711	12/01/2023	WASTE WATER DEPT OPEN PO..	506-4005-43775	407.17
CITY UTILITIES	A-B DEC 2023	12/01/2023	WASTE WATER DEPT CYCLE A...	506-4005-43780	1,205.78
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	506-4005-41226	185.77
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	506-4005-41226	189.65
MIKE TORRES DBA CD TECHN...	1015	12/08/2023	IT SERVICE WASTE WATER OP...	506-4005-48598	425.00
SUN VALLEY, INC.	172091, 172159, 172173, 172...	12/08/2023	FIELD SUPPLIES	506-4005-44607	128.89
AMAZON CAPITAL SERVICES, I...	1FXQ-3WJ1-4WJ1	12/08/2023	CASE	506-4005-44607	12.00
AMAZON CAPITAL SERVICES, I...	1FXQ-3WJ1-4WJ1	12/08/2023	SAMSUNG GALAXY	506-4005-44607	75.70
EUROFINS ENVIRONMENTAL ...	2310C07	12/08/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
EUROFINS ENVIRONMENTAL ...	2310C07	12/08/2023	TAX ON LABOR 7.875%	506-4005-48598	5.34
EUROFINS ENVIRONMENTAL ...	2310C52, 2311427	12/08/2023	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	2310C52, 2311427	12/08/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	105.00
EUROFINS ENVIRONMENTAL ...	2310C52, 2311427	12/08/2023	EPA METHOD 625 SVOCS	506-4005-48598	225.00
EUROFINS ENVIRONMENTAL ...	2310C52, 2311427	12/08/2023	EPA METHOD 624 VOCS	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	2310C52, 2311427	12/08/2023	TAX ON LABOR 7.875%	506-4005-48598	41.94
EUROFINS ENVIRONMENTAL ...	2311054, 2311803	12/08/2023	NON-STANDARD TESTING	506-4005-44605	150.68
EUROFINS ENVIRONMENTAL ...	2311528, 2311141	12/08/2023	EPA METHOD 624 VOCS	506-4005-48598	200.00
EUROFINS ENVIRONMENTAL ...	2311528, 2311141	12/08/2023	EPA METHOD 625 SVOCS	506-4005-48598	450.00
EUROFINS ENVIRONMENTAL ...	2311528, 2311141	12/08/2023	SM5210B-BOD	506-4005-48598	240.00
EUROFINS ENVIRONMENTAL ...	2311528, 2311141	12/08/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
EUROFINS ENVIRONMENTAL ...	2311528, 2311141	12/08/2023	TAX	506-4005-48598	73.20
EUROFINS ENVIRONMENTAL ...	2311872	12/08/2023	TAX ON LABOR 7.875%	506-4005-48598	19.44
EUROFINS ENVIRONMENTAL ...	2311872	12/08/2023	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	2311872	12/08/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
EUROFINS ENVIRONMENTAL ...	2311872	12/08/2023	EPA METHOD 624 VOCS	506-4005-48598	100.00
B & H OIL CO.	55633, 55634, 55636, 55637, ...	12/08/2023	OPEN PO FOR DIESEL,OIL AND...	506-4005-43316	278.25
BULLOCKS, INC.	5650, 6111, 6005, 5500, 6843,...	12/08/2023	OPEN PO FOR FIELD SUPPLIES	506-4005-44607	12.65
SIERRA AUTO/CARQUEST	6016-319155, 6016-319156, 6...	12/08/2023	FIELD SUPPLIES	506-4005-44607	32.94
SIERRA AUTO/CARQUEST	6016-319855	12/08/2023	HOOD LATCH	506-4005-47420	77.33
SIERRA AUTO/CARQUEST	6016-319855	12/08/2023	HOOD RELEASE CABLE	506-4005-47420	49.99
SIERRA AUTO/CARQUEST	6016-319855	12/08/2023	AIR FILTER	506-4005-47420	12.79
SIERRA AUTO/CARQUEST	6016-319855	12/08/2023	OIL FILTER	506-4005-47420	3.74
DESERT GRAPHICS INC.	6792	12/08/2023	2' X 3' SIGNS	506-4005-43740	637.50
DESERT GRAPHICS INC.	6792	12/08/2023	TRUCK DECALS	506-4005-43740	100.00
DESERT GRAPHICS INC.	6792	12/08/2023	10"X15" SIGNS	506-4005-43740	60.00
BULLOCKS, INC.	8477, 3606, 4365	12/08/2023	FIELD SUPPLIES	506-4005-44607	44.84
CITY UTILITIES	C-D NOVEMBER 2023	12/08/2023	WASTE WATER DEPT CYCLE C...	506-4005-43780	9,205.25
INTERNAL SERVICE FUND	11/1/2023-11/30/2023	12/15/2023	11/01/2023-11/30/2023	506-4005-47420	20.00
VILLAGE OF WILLIAMSBURG	11302023-NOV	12/15/2023	SEWER RECEIPTS FY 23/24 OP...	506-4005-48798	4,291.60
AMAZON CAPITAL SERVICES, I...	1K7K-MW3Y-VJJJ	12/15/2023	STEERING WHEEL COVER 2014..	506-4005-47420	49.98
AMAZON CAPITAL SERVICES, I...	1K7K-MW3Y-VJJJ	12/15/2023	RUNNING BOARDS 2020 FORD..	506-4005-47420	221.22
AMAZON CAPITAL SERVICES, I...	1KRH-MG9L-TRYP	12/15/2023	DELL LATITUDE 3540	506-4005-44607	453.47
EUROFINS ENVIRONMENTAL ...	2311B77	12/15/2023	EPA METHOD 625 SVOCS	506-4005-48598	225.00
EUROFINS ENVIRONMENTAL ...	2311B77	12/15/2023	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	2311B77	12/15/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
EUROFINS ENVIRONMENTAL ...	2311B77	12/15/2023	EPA METHOD 624 VOCS	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	2311B77	12/15/2023	TAX ON LABOR 7.875%	506-4005-48598	36.60
EUROFINS ENVIRONMENTAL ...	2311D49	12/15/2023	NON-STANDARD TESTING	506-4005-44605	75.34
XYLEM DEWATERING SOLUTI...	401297753	12/15/2023	FREIGHT	506-4005-44607	77.06
XYLEM DEWATERING SOLUTI...	401297753	12/15/2023	N/O' MECHANICAL PILOT FLO...	506-4005-44607	135.75
XYLEM DEWATERING SOLUTI...	401297753	12/15/2023	SUB PRIME GST10 SUBMERSIB..	506-4005-44607	839.25
SILVERSKY, INC.	493150-SI	12/15/2023	OPEN PO FY23/24 WASTE WA...	506-4005-43815	124.95

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CHERRILL'S WESTERN APPAREL	787137	12/15/2023	PANTS	506-4005-42620	300.00
4x4 SERVICES AND CONSULTS...	11062023	12/22/2023	AIR VAC TRAINED OPERATOR	506-4005-48598	1,050.00
4x4 SERVICES AND CONSULTS...	11062023	12/22/2023	LABOR FOR LEVEL OPERATOR	506-4005-48598	1,750.00
4x4 SERVICES AND CONSULTS...	11062023	12/22/2023	SALES TAX	506-4005-48598	247.06
4x4 SERVICES AND CONSULTS...	11062023	12/22/2023	LABORER	506-4005-48598	150.00
TDS	12182023	12/22/2023	WASTE WATER OPEN PO FY 2...	506-4005-43780	600.00
AMAZON CAPITAL SERVICES, I...	13KP-FLHM-WKPY	12/22/2023	HIGH CAPACITY FILE FOLDERS	506-4005-44606	8.21
AMAZON CAPITAL SERVICES, I...	13KP-FLHM-WKPY	12/22/2023	BROTHER PRINTER INK	506-4005-44606	42.08
AMAZON CAPITAL SERVICES, I...	1T4X-1TVY-T6MQ	12/22/2023	FILE CABINET	506-4005-44606	241.99
AMAZON CAPITAL SERVICES, I...	1T4X-1TVY-T6MQ	12/22/2023	FILE DIVIDERS	506-4005-44606	21.87
CORTEZ GAS CO.	237519	12/22/2023	PROPANE FOR WWTP	506-4005-43780	310.04
TESTON'S FREEWAY CHEVRON	47809, 48029, 47973, 47976, ...	12/22/2023	OPEN PO FOR DIESEL/UNLEA...	506-4005-43316	697.45
CITY UTILITIES	A-B DECEMBER 2023	12/22/2023	WASTE WATER DEPT CYCLE A...	506-4005-43780	1,149.96
CITY UTILITIES	DECEMBER 2023	12/22/2023	WASTE WATER DEPT OPEN PO...	506-4005-43780	234.99
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	506-4005-41226	189.65
MIKE TORRES DBA CD TECHN...	1016	12/29/2023	IT SERVICE WASTE WATER OP...	506-4005-48598	425.00
EUROFINS ENVIRONMENTAL ...	2311E43	12/29/2023	EPA METHOD 625 SVOCS	506-4005-48598	225.00
EUROFINS ENVIRONMENTAL ...	2311E43	12/29/2023	TAX ON LABOR 7.875%	506-4005-48598	36.60
EUROFINS ENVIRONMENTAL ...	2311E43	12/29/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
EUROFINS ENVIRONMENTAL ...	2311E43	12/29/2023	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	2311E43	12/29/2023	EPA METHOD 624 VOCS	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	2312423	12/29/2023	TAX ON LABOR 7.875%	506-4005-48598	5.34
EUROFINS ENVIRONMENTAL ...	2312423	12/29/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
EUROFINS ENVIRONMENTAL ...	2312821	12/29/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
EUROFINS ENVIRONMENTAL ...	2312821	12/29/2023	TAX ON LABOR 7.875%	506-4005-48598	5.34
BANK OF AMERICA	43169	12/29/2023	HOLIDAY DECORATIONS	506-4005-44606	24.38
XEROX CORP.	5128502	12/29/2023	WASTE WATER OPEN PO FY23...	506-4005-43465	171.82
WARM SPRINGS RENT ALL	56292	12/29/2023	WALK BEHIND TRENCHER	506-4005-43465	180.99
VERIZON WIRELESS	9951805159	12/29/2023	WASTE WATER DEPT OPEN PO...	506-4005-43775	489.64
DAUPLER, INC	INV-000648	12/29/2023	AFTER HOURS DISPATCH SYST...	506-4005-48598	2,400.00
				Fund 506 - WWTP Total:	**53,821.06**

Fund: 508 - Golf Course

EASY PICKER GOLF PRODUCTS	0198837-IN	12/01/2023	SHIPPING	508-4303-44607	77.06
EASY PICKER GOLF PRODUCTS	0198837-IN	12/01/2023	EASY PICKER COURSE SUPPLIE...	508-4303-44607	557.34
TDS	11182023	12/01/2023	GOLF COURSE OPEN PO FY 22...	508-4303-43780	600.00
NEW MEXICO STATE ALCOHOL...	112823	12/01/2023	2024/2025 RENEWAL APPLIC...	508-4303-43770	1,300.00
COUFAL-PRATER EQUIPMENT ...	12994829, 13001657	12/01/2023	DECK MOWER BLADES & BED ...	508-4303-44607	449.45
BANK OF AMERICA	16N8542906	12/01/2023	SERVSAFE ALCOHOL SERVER T...	508-4303-42720	32.51
AMAZON CAPITAL SERVICES, I...	19JD-FKR6-P3DR	12/01/2023	UNIFORM SHIRTS FOR GOLF ...	508-4303-42620	588.07
AMAZON CAPITAL SERVICES, I...	19JD-FKR6-P3DR	12/01/2023	SHIPPING	508-4303-42620	5.67
XEROX CORP.	5000341	12/01/2023	GOLF COURSE OPEN PO FY23/...	508-4303-43465	152.22
YAMAHA MOTOR FINANCE C...	825102	12/01/2023	OPEN PO ANNUAL FY 23- 24 Y...	508-4303-43465	1,316.38
MASEK ROCKY MOUNTAIN GO...	83341	12/01/2023	TAXES FROM PURCHASE 10/1...	508-4303-44607	1.69
VERIZON WIRELESS	9949345711	12/01/2023	GOLF COURSE OPEN PO FY23/...	508-4303-43775	80.56
CITY UTILITIES	A-B DEC 2023	12/01/2023	GOLF COURSE CYCLE A&B OP...	508-4303-43780	2,479.94
ALPHA SOUTHWEST INC.	P0012680	12/01/2023	TRAVEL TIME	508-4303-44607	899.51
ALPHA SOUTHWEST INC.	P0012680	12/01/2023	LABOR TO INSTALL	508-4303-44607	498.54
ALPHA SOUTHWEST INC.	P0012680	12/01/2023	CONTACTOR AND OVERLOAD	508-4303-44607	1,631.84
NM RETIREE HEALTH CARE	PPE 2023-11-17	12/01/2023	PPE 2023-11-17	508-4303-41226	64.34
NM RETIREE HEALTH CARE	PPE 2023-12-01	12/07/2023	PPE 2023-12-01	508-4303-41226	64.35
COUFAL-PRATER EQUIPMENT ...	12908474	12/08/2023	SHIPPING	508-4303-44607	27.15
SUN VALLEY, INC.	172192/6, 172216/6, 172376/...	12/08/2023	OPEN PO FOR NOV 2023 SUN...	508-4303-44607	268.60
SIERRA COUNTY SENTINEL	1757	12/08/2023	NEWSPAPER AD FOR DISC GO...	508-4303-43740	67.74
SIERRA COUNTY SENTINEL	1757	12/08/2023	NEWSPAPER AD FOR DISC GO...	508-4303-43740	67.73
B & H OIL CO.	55862	12/08/2023	DYED DIESEL	508-4303-44607	777.85
B & H OIL CO.	55862	12/08/2023	UNLEADED GAS	508-4303-44607	610.31
SIERRA AUTO/CARQUEST	6016-319609	12/08/2023	OPEN PO FOR NOV 2023 SIER...	508-4303-44607	421.02
AMAZON CAPITAL SERVICES, I...	1K3Q-HFRK-WCKH	12/15/2023	UNIFORM SHIRTS FOR GOLF ...	508-4303-42620	149.88
AMAZON CAPITAL SERVICES, I...	1K3Q-HFRK-WCKH	12/15/2023	SHIPPING	508-4303-42620	1.32
ADMIRAL BEVERAGE CORPOR...	3499230447	12/15/2023	ADMIRAL BEV 30 PACK MILLER...	508-4303-44607	33.55

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TDS	12182023	12/22/2023	GOLF COURSE OPEN PO FY 22...	508-4303-43780	600.00
AMAZON CAPITAL SERVICES, I...	1474-4JQC-RW9F	12/22/2023	SHIPPING	508-4303-42620	6.99
AMAZON CAPITAL SERVICES, I...	1474-4JQC-RW9F	12/22/2023	MEN'S POLO SHIRTS FOR ROB...	508-4303-42620	149.88
AMAZON CAPITAL SERVICES, I...	1J74-XD7W-Y19G	12/22/2023	PAPER TOWLES, CLEANER, TR...	508-4303-44606	100.26
AMAZON CAPITAL SERVICES, I...	1J74-XD7W-Y19G	12/22/2023	SHIPPING	508-4303-44606	5.85
AMAZON CAPITAL SERVICES, I...	1X99-9JQD-T7NR	12/22/2023	PAPER TOWLES, CLEANER, TR...	508-4303-44606	48.04
AMAZON CAPITAL SERVICES, I...	1X99-9JQD-T7NR	12/22/2023	SHIPPING	508-4303-44606	1.14
YAMAHA MOTOR FINANCE C...	827789	12/22/2023	OPEN PO ANNUAL FY 23- 24 Y...	508-4303-43465	903.51
CITY UTILITIES	A-B DECEMBER 2023	12/22/2023	GOLF COURSE CYCLE A&B OP...	508-4303-43780	2,054.12
NM RETIREE HEALTH CARE	PPE 2023-12-15	12/22/2023	PPE 2023-12-15	508-4303-41226	64.35
HELENA CHEMICALS	141911079	12/29/2023	HELENA LONTREL HERBICIDE ...	508-4303-44607	189.00
HELENA CHEMICALS	141911079	12/29/2023	SHIPPING	508-4303-44607	25.00
BANK OF AMERICA	358329	12/29/2023	14HP KOHLER ENGINE FOR T...	508-4303-44613	779.00
XEROX CORP.	5128502	12/29/2023	GOLF COURSE OPEN PO FY23/...	508-4303-43465	152.22
GRAINGER, INC.	815747498-G	12/29/2023	1 1/2 SWING JOINT FOR GOLF...	508-4303-44607	421.60
VERIZON WIRELESS	9951805159	12/29/2023	GOLF COURSE OPEN PO FY23/...	508-4303-43775	80.56
				Fund 508 - Golf Course Total:	**18,806.14**
Fund: 509 - Muni Airport					
XEROX CORP.	5000341	12/01/2023	AIRPORT OPEN PO FY23/24	509-4403-43465	53.46
VERIZON WIRELESS	9949345711	12/01/2023	AIRPORT OPEN PO FY23/24	509-4403-43775	124.16
BOBCAT COMPANY	W12185	12/01/2023	DIAGNOSTICS AND REPAIR	509-4403-47420	1,165.60
BANK OF AMERICA	WINDSTREAM-10162023-2	12/01/2023	TELEPHONE AIRPORT	509-4403-43775	390.13
SIERRA ELECTRIC CO-OP, INC.	2154-A	12/08/2023	OPEN PO FOR UTILITIES AT AI...	509-4403-43780	985.42
CHAD ROSACKER DBA TECH 45..	1006	12/18/2023	MONTHLY MANAGMENT FEES...	509-4403-48598	18,096.07
TRAVERS & ASSOCIATES	115139	12/22/2023	AIRPORT LIABILITY RENEWAL ...	509-4403-46732	4,015.00
WINDSTREAM CORPORATION	12152023	12/22/2023	AIRPORT OPEN PO FY23/24	509-4403-43775	4.25
XEROX CORP.	5128502	12/29/2023	AIRPORT OPEN PO FY23/24	509-4403-43465	53.46
VERIZON WIRELESS	9951805159	12/29/2023	AIRPORT OPEN PO FY23/24	509-4403-43775	124.16
				Fund 509 - Muni Airport Total:	**25,011.71**
Fund: 600 - Internal Serv					
XEROX CORP.	5000341	12/01/2023	FLEET DEPT OPEN PO FY23/24	600-7003-43465	133.66
WEX BANK	93674662	12/15/2023	GAS & OIL FY 2023-2024	600-7003-43316	377.11
JOSE LUIS SIMENTAL SR	8712	12/22/2023	CAR LINE SOFTWARE CARD	600-7003-43815	1,417.45
JOSE LUIS SIMENTAL SR	8712	12/22/2023	HEAVY DUTY SOFTWARE CARD	600-7003-43815	1,522.45
XEROX CORP.	5128502	12/29/2023	FLEET DEPT OPEN PO FY23/24	600-7003-43465	133.66
				Fund 600 - Internal Serv Total:	**3,584.33**
				Grand Total:	**2,205,534.35**

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	411,677.64
201 - Corrections	717.00
209 - Fire	4,483.79
211 - Law Enforce Prot	4,272.69
214 - Lodgers Tax	26,918.46
216 - Muni Street	10,949.66
260 - Fiscal Recovery Funds	145,294.69
294 - State Library	5,621.25
295 - Muni Pool	1,649.90
296 - PD GRT	648.00
298 - PD Donations	5,159.37
301 - Impact Fees Account	2,251.36
303 - Vet Wall	359.26
315 - CI Reserve	16,738.36
320 - USDA WATER SYSTEM IMPROVEMENTS	211,051.25
360 - NMFA PROJECTS	364,058.86
370 - WATER TRUST BOARD PROJECTS	61,261.11
380 - OTHER STATE FUNDED PROJECTS	14,065.31
403 - Pledge State	24,087.68
501 - Cemetary	1,694.38
502 - Util Office - Pool	8,601.86
503 - Electric	382,542.08
504 - Water	86,902.89
505 - Solid Waste	313,304.26
506 - WWTP	53,821.06
508 - Golf Course	18,806.14
509 - Muni Airport	25,011.71
600 - Internal Serv	3,584.33
Grand Total:	**2,205,534.35**

Account Summary

Account Number	Account Name	Payment Amount
101-1000-42310	PER DIEM-GOVERNING ...	114.74
101-1000-42720	EMPLOYEE TRAINING-G...	1,875.00
101-1000-43597	ATTORNEY FEES-GOVER...	7,622.81
101-1000-43598	PROFESSIONAL SERV-G...	3,238.13
101-1000-44606	OFFICE SUPPLIES-GOVE...	99.95
101-1001-41226	RETIREE INSURANCE	397.14
101-1001-43465	RENT OF EQUIPMENT	594.02
101-1001-43740	PRINTING/PUBLISHING	391.19
101-1001-43770	SUBSCRIPTION & DUES	39.90
101-1001-43775	TELEPHONE	558.00
101-1001-44606	OFFICE SUPPLIES	67.90
101-1002-41226	RETIREE INSURANCE	131.61
101-1002-43775	TELEPHONE	391.84
101-1002-48598	PROFESSIONAL SERVICES	398.74
101-1002-48599	OTHER CONTRACTUAL S...	1,500.00
101-1003-41226	RETIREE INSURANCE	467.13
101-1003-42310	PER DIEM-OFF CITY MA...	189.14
101-1003-43465	RENT OF EQUIPMENT	564.32
101-1003-43775	TELEPHONE	640.63
101-1004-41226	RETIREE INSURANCE	852.93
101-1004-43465	RENT OF EQUIPMENT	3,114.82
101-1004-43740	PRINTING/PUBLISHING	243.84
101-1004-43775	TELEPHONE	502.90
101-1004-44606	OFFICE SUPPLIES	1,472.48
101-1004-48599	OTHER CONTRACTUAL S...	405.24

Account Summary

Account Number	Account Name	Payment Amount
101-1006-41226	RETIREE INSURANCE	369.36
101-1006-42720	EMPLOYEE TRAINING-C...	185.40
101-1006-43775	TELEPHONE	220.90
101-1006-44606	OFFICE SUPPLIES	178.10
101-1006-44607	FIELD SUPPLIES	554.44
101-1006-48598	PROFESSIONAL SERVICES	2,083.26
101-1007-41226	RETIREE INSURANCE	3,551.96
101-1007-42310	PER DIEM-POLICE DEPT	256.23
101-1007-42720	EMPLOYEE TRAINING-P...	1,256.00
101-1007-43316	GAS & OIL	6,856.02
101-1007-43465	RENT OF EQUIPMENT	623.72
101-1007-43775	TELEPHONE	2,867.64
101-1007-43815	SOFTWARE	120.00
101-1007-44606	OFFICE SUPPLIES	57.94
101-1007-44613	NON-CAPITAL ITEMS	25,752.50
101-1007-47420	MAINTENANCE VEHICLE...	1,318.23
101-1008-41226	RETIREE INSURANCE	258.58
101-1008-42620	UNIFORMS LINEN-CODE ...	284.63
101-1008-43316	GAS & OIL	263.77
101-1008-43775	TELEPHONE	376.18
101-1008-44606	OFFICE SUPPLIES	133.33
101-1009-41226	RETIREE INSURANCE	203.82
101-1009-43316	GAS & OIL	370.96
101-1009-43465	RENT OF EQUIPMENT	1,547.25
101-1009-43775	TELEPHONE	291.48
101-1009-44607	FIELD SUPPLIES-MUNI R...	3,720.73
101-1009-45555	Miscellaneuos Exp	1,399.21
101-1009-47415	MAINTENANCE--REPAIRS..	900.00
101-1009-47420	MAINTENANCE VEHICLE...	103.06
101-1009-80845	CAPITAL IMPROVEMENT...	158,611.75
101-1010-41226	RETIREE INSURANCE	296.07
101-1010-43775	TELEPHONE	187.72
101-1010-44606	OFFICE SUPPLIES	55.80
101-1010-48598	PROFESSIONAL SERVICES	19,360.76
101-1011-41226	RETIREE INSURANCE	832.16
101-1011-43775	TELEPHONE	419.44
101-1012-41226	RETIREE INSURANCE	372.28
101-1012-43403	REGULAR BUILDING MA...	4,744.85
101-1012-43775	TELEPHONE	172.74
101-1012-44607	FIELD SUPPLIES-FLEET M...	1,958.61
101-1012-44615	SAFETY EQUIPMENT	336.58
101-1012-47420	MAINTENANCE-VEHICLE...	65.03
101-1012-48599	OTHER CONTRACTUAL S...	194.74
101-1013-41226	RETIREE INSURANCE	231.90
101-1013-42720	EMPLOYEE TRAINING	272.76
101-1013-43316	GAS & OIL	121.61
101-1014-41226	RETIREE INSURANCE	631.29
101-1014-43316	GAS & OIL	735.08
101-1014-43403	REGULAR BUILDING MA...	5,504.23
101-1014-43465	RENT OF EQUIPMENT	74.24
101-1014-43775	TELEPHONE	252.08
101-1014-44607	FIELD SUPPLIES-FACILITY...	437.48
101-1014-47410	MAINTENANCE CONTRA...	7,107.20
101-1014-47420	MAINTENANCE-VEHICLE...	760.00
101-1016-41226	RETIREE INSURANCE	586.03
101-1017-48599	OTHER CONTRACTUAL S...	88,118.24
101-1018-43780	UTILITIES	23,114.51
101-1018-43815	SOFTWARE LIC/SOFTWA...	1,624.34

Account Summary

Account Number	Account Name	Payment Amount
101-1018-48598	PROFESSIONAL SERVICES	11,050.00
101-1040-43465	RENT OF EQUIPMENT	594.02
101-1099-34348	RENT OF PUBLIC FACILIT...	875.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	57.00
201-1903-48710	CARE OF PRISONERS-CO...	660.00
209-1603-43316	GAS & OIL	42.51
209-1603-43465	RENT OF EQUIPMENT	668.28
209-1603-43775	TELEPHONE	735.13
209-1603-43780	UTILITIES	1,003.33
209-1603-47415	MAINTENANCE--REPAIRS..	942.86
209-1603-47420	MAINTENANCE VEHICLE...	1,091.68
211-2003-42535	EMPLOYEE TRAINING	2,060.84
211-2003-44573	UNIFORM & EQUIPMENT	460.62
211-2003-44607	FIELD SUPPLIES	923.89
211-2003-44613	NON-CAPITAL ITEMS	306.90
211-2003-44615	SAFETY EQUIPMENT	375.51
211-2003-47420	MAINTENANCE-VEHICLE...	144.93
214-2503-47406	PROMOTIONAL/ADVERT...	23,829.77
214-2540-60725	GRANTS TO SUB-RECIPI...	1,588.69
214-2560-60725	GRANTS TO SUB-RECIPI...	1,500.00
216-4503-43316	GAS & OIL	1,985.67
216-4503-43770	SUBSCRIPTION & DUES	5,538.00
216-4503-47420	MAINT.VEHICLE/FURN/...	2,692.67
216-7023-43550	ROADWAY MAINTENAN...	733.32
260-2002-80860	INFRASTRUCTURE	145,294.69
294-5003-43465	RENT OF EQUIPMENT	172.35
294-5003-43775	TELEPHONE	337.00
294-5003-60834	STATE LIBRARY GRANT-S...	5,111.90
295-4803-41226	RETIREE INSURANCE	120.30
295-4803-42720	EMPLOYEE TRAINING-M...	556.09
295-4803-43465	RENT OF EQUIPMENT	62.38
295-4803-43775	TELEPHONE	57.58
295-4803-43780	UTILITIES-MUNI POOL	853.55
296-2403-44616	TRAINING SUPPLIES	648.00
298-2103-45607	MISC. EXPENSES	659.37
298-2105-45607	SHOP W/ COP EXPENSES	4,500.00
301-3503-45555	Miscellaneuos Exp	2,251.36
303-4703-43775	TELEPHONE	359.26
315-8001-44613	NON CAPITAL EQUIPME...	16,738.36
320-6603-80860	INFRASTRUCTURE	211,051.25
360-7009-80847	ROADWAYS/BRIDGES	15,803.25
360-7021-80860	INFRASTRUCTURE	348,255.61
370-7019-80847	ROADWAYS AND BRIDG...	61,261.11
380-7002-48598	PROFESSIONAL SERVICES	14,065.31
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.71
403-1203-12952	PPRF-5652 ELECTRIC TR...	8,612.15
403-1203-12967	PPRF-4967 OPERATING	7,150.59
403-1203-90925	COMMITMENTS & OTHE...	35.65
501-1803-43780	UTILITIES	694.38
501-1803-47415	MAINTENANCE--REPAIRS..	1,000.00
502-3601-41226	RETIREE INSURANCE	580.38
502-3601-43465	RENT OF EQUIPMENT	920.74
502-3601-43740	PRINTING/PUBLISHING	1,694.19
502-3601-43770	SUBSCRIPTIONS & DUES	4,197.45
502-3601-43775	TELEPHONE	544.66
502-3601-43780	UTILITIES	252.47
502-3601-44607	FIELD SUPPLIES	411.97

Account Summary

Account Number	Account Name	Payment Amount
503-3702-41226	RETIREE INSURANCE	1,199.83
503-3702-42620	UNIFORM/LINEN-ELECTR..	304.94
503-3702-42720	EMPLOYEE TRAINING-EL...	8,705.50
503-3702-43316	GAS & OIL	1,554.57
503-3702-43465	RENT OF EQUIPMENT	267.32
503-3702-43770	SUBSCRIPTION & DUES	2,800.00
503-3702-43775	TELEPHONE	437.58
503-3702-43780	UTILITIES	7,123.40
503-3702-43815	SOFTWARE LIC/SOFTWA...	124.95
503-3702-44606	OFFICE SUPPLIES	218.64
503-3702-44607	FIELD SUPPLIES	6,644.60
503-3702-44615	SAFETY EQUIPMENT	189.95
503-3702-45796	FRANCHISE TAX-ELECTRI...	5,113.29
503-3702-47420	MAINTENANCE-VEHICLE...	28,874.06
503-3702-48598	PROFESSIONAL SERVICES	850.00
503-3702-50795	WHOLESALE POWER CO...	318,133.45
504-3803-41226	RETIREE INSURANCE	1,108.42
504-3803-42620	UNIFORM/LINEN-WATER..	509.47
504-3803-42720	EMPLOYEE TRAINING-W...	790.12
504-3803-43316	GAS & OIL	2,442.10
504-3803-43465	RENT OF EQUIPMENT	200.00
504-3803-43740	PRINTING/PUBLISHING	797.50
504-3803-43770	SUBSCRIPTION/DUES	3,548.54
504-3803-43775	TELEPHONE	410.80
504-3803-43780	UTILITIES	13,338.73
504-3803-43797	WATER CONSERVATION...	1,201.27
504-3803-43815	SOFTWARE LIC/SOFTWA...	1,543.95
504-3803-44606	OFFICE SUPPLIES	357.53
504-3803-44607	FIELD SUPPLIES-WATER ...	16,683.36
504-3803-45796	FRANCHISE TAX-WATER ...	1,256.53
504-3803-47415	MAINTENANCE--REPAIRS..	6,918.66
504-3803-47420	MAINTENANCE-VEHICLE...	598.26
504-3803-47421	MAINTENANCE EQUIPM...	29,432.65
504-3803-48598	PROFESSIONAL SERVICES	5,765.00
505-3904-41226	RETIREE INSURANCE	1,635.53
505-3904-43316	GAS & OIL	5,748.39
505-3904-43465	RENT OF EQUIPMENT	445.52
505-3904-43775	TELEPHONE	332.84
505-3904-43780	UTILITIES	1,835.92
505-3904-43815	SOFTWARE LIC/SOFTWA...	3,737.34
505-3904-44607	FIELD SUPPLIES-SOLID ...	1,611.24
505-3904-44613	NON-CAPITAL ITEMS	12,939.25
505-3904-44615	SAFETY EQUIPMENT	200.00
505-3904-45601	WASTE DISPOSAL	140,678.33
505-3904-45796	FRANCHISE TAX	1,681.58
505-3904-47415	MAINTENANCE--REPAIRS..	198.00
505-3904-47420	MAINTENANCE-VEHICLE...	22,427.15
505-3904-48598	PROFESSIONAL SERVICES	850.00
505-3904-48599	OTHER CONTRACTUAL S...	63,983.17
505-3904-80845	CAPITAL IMPROVEMENT...	55,000.00
506-4005-41226	RETIREE INSURANCE	565.07
506-4005-42620	UNIFORM/LINEN-WAST...	809.56
506-4005-43316	GAS & OIL	975.70
506-4005-43465	RENT OF EQUIPMENT	524.63
506-4005-43740	PRINTING/PUBLISHING	797.50
506-4005-43775	TELEPHONE	896.81
506-4005-43780	UTILITIES	13,337.49
506-4005-43815	SOFTWARE LIC/SOFTWA...	124.95

Account Summary

Account Number	Account Name	Payment Amount
506-4005-44605	CHEMICALS/LABORATO...	226.02
506-4005-44606	OFFICE SUPPLIES	621.38
506-4005-44607	FIELD SUPPLIES-WASTE...	3,592.40
506-4005-47420	MAINTENANCE-VEHICLE...	435.05
506-4005-48598	PROFESSIONAL SERVICES	9,605.86
506-4005-48599	OTHER CONTRACTUAL S...	17,017.04
506-4005-48798	VILLAGE OF WILLIAMSB...	4,291.60
508-4303-41226	RETIREE INSURANCE	193.04
508-4303-42620	UNIFORMS/LINEN	901.81
508-4303-42720	EMPLOYEE TRAINING	32.51
508-4303-43465	RENT OF EQUIPMENT	2,524.33
508-4303-43740	PRINTING/PUBLISHING	135.47
508-4303-43770	SUBSCRIPTION & DUES	1,300.00
508-4303-43775	TELEPHONE	161.12
508-4303-43780	UTILITIES	5,734.06
508-4303-44606	OFFICE SUPPLIES	155.29
508-4303-44607	FIELD SUPPLIES	6,889.51
508-4303-44613	NON-CAPITAL ITEMS	779.00
509-4403-43465	RENT OF EQUIPMENT	106.92
509-4403-43775	TELEPHONE	642.70
509-4403-43780	UTILITIES	985.42
509-4403-46732	GENERAL LIABILITY INSU...	4,015.00
509-4403-47420	MAINTENANCE VEH/EQU..	1,165.60
509-4403-48598	PROFESSIONAL SERVICES	18,096.07
600-7003-43316	GAS & OIL	377.11
600-7003-43465	RENT OF EQUIPMENT	267.32
600-7003-43815	SOFTWARE LIC/SOFTWA...	2,939.90
	Grand Total:	**2,205,534.35**

Project Account Summary

Project Account Key		Payment Amount
None		2,205,534.35
	Grand Total:	**2,205,534.35**

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: G.1

MEETING DATE: January 3, 2024

SUBJECT: Resolution No. 28 23/24 Budget Adjustment Request
DEPARTMENT: Finance Department
DATE SUBMITTED: December 28, 2023
SUBMITTED BY: Kerin Salcedo, Accounting Officer
WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

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

Recommendation:

Approval Resolution No. 28 23/24 Budget Adjustment Requests for Fiscal Year 2023-2024

Attachments:

Resolution No 28 23/24

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): **Yes**

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

Legal Review (City Attorney): **N/A**

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Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐ Other: .
File Name: CC agendas 1-3-24

RESOLUTION NO. 28 23/24

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

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

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

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

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

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

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

PASSED, ADOPTED and **APPROVED** this **3rd day of January, 2024**.

_____
Amanda Forrister, Mayor

ATTEST:

_____
Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2023-24 1/3/2024
DFA Resolution Number: 28 23/24
BAR NUMBER 4

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	314	314-7030-32375	Other State Grants	Revenue	$ -	$ 50,000		$ 50,000	CDBG Comprehensive Plan Grant
1	314	314-7030-48598	Professional Services	Expense	$ -	$ 55,000		$ 55,000	CDBG Comprehensive Plan Grant
1	314	314-7030-39935	Transfer In	Revenue	$ -	$ 5,000		$ 5,000	CDBG Comprehensive Plan Grant
2	380	380-7002-48598	Professional Services	Expense	$ 1,475	$ 271,183		$ 272,658	Increase PO #78793 DW-4794 Engineering Services
3	101	101-1099-39935	Transfer In	Revenue	$ 585,943	$ 1,026,745		$ 1,612,688	Move Tower Rentals to STO Investment Account
3	101	101-1099-49930	Transfer Out	Expense	$ 920,320	$ 1,026,745		$ 1,947,065	Move Tower Rentals to STO Investment Account
4	504	504-3803-38372	Insurance Recovery	Revenue	$ -	$ 22,396		$ 22,396	Water Truck Claim #2024031354
4	504	504-3803-80810	Other Capital Equipment - Vehicles	Expense	$ -	$ 50,000		$ 50,000	Purchase New Water Truck
5	101	101-1099-37371	Donation	Revenue	$ 1,575	$ 1,222		$ 2,797	Animal Shelter Donations
5	101	101-1006-44607	Field Supplies	Expense	$ 14,575	$ 1,222		$ 15,797	Animal Shelter Donations
6	298	298-2105-37394	Donations	Revenue	$ 3,152	$ 3,161		$ 6,313	Donations for Shop with a Cop
6	298	298-2105-45607	Shop w/Cop Exp	Expense	$ 12,188	$ 3,161		$ 15,349	Donations for Shop with a Cop
6	298	298-2106-37394	Donations	Revenue	$ -	$ 2,500		$ 2,500	Donations for DARE
6	298	298-2106-45607	DARE Exp	Expense	$ -	$ 2,500		$ 2,500	Donations for DARE
7	294	294-5003-32394	State Grant in Aid	Revenue	$ -	$ 15,529		$ 15,529	Library State In Aid Grant
7	294	294-5003-48830	Library Acquisition	Expense	$ -	$ 15,529		$ 15,529	Library State In Aid Grant
8	504	504-3803-34553	New Installations	Revenue	$ 16,000	$ 14,864		$ 30,864	Water Meter Intall NM State Veteran's Home Inv#11072023
8	504	504-3803-47415	Maint. Grounds Roadways	Expense	$ 60,000	$ 14,864		$ 74,864	Water Meter Intall NM State Veteran's Home Inv#11072023
9	509	509-4403-39935	Transfer In	Revenue	$ 70,000	$ 100,000		$ 170,000	Transfer Money from World Fuel to City Airport Operating Acct.
9	509	509-4403-49930	Transfer Out	Expense	$ -	$ 100,000		$ 100,000	Transfer Money from World Fuel to City Airport Operating Acct.
10	101	101-1099-32380	Local/State Grants	Revenue	$ 1,372,319		$ (225,000)	$ 1,147,319	Law Enforcement Recruitment #23-ZH5048-96 1st year disbursement (Res. No. 18 23/24) Can't be in General Fund BAR 20 23/24 11/15/23 CC Meeting
10	101	101-1007-40110	Full Time Wages	Expense	$ 1,074,551		$ (143,152)	$ 931,399	Law Enforcement Recruitment #23-ZH5048-96 1st year disbursement (Res. No. 18 23/24) Can't be in General Fund BAR 20 23/24 11/15/23 CC Meeting
10	101	101-1007-41205	FICA - Regular	Expense	$ 20,381		$ (8,875)	$ 11,506	Law Enforcement Recruitment #23-ZH5048-96 1st year disbursement (Res. No. 18 23/24) Can't be in General Fund BAR 20 23/24 11/15/23 CC Meeting
10	101	101-1007-41210	FICA - Medicare	Expense	$ 15,460		$ (2,076)	$ 13,384	Law Enforcement Recruitment #23-ZH5048-96 1st year disbursement (Res. No. 18 23/24) Can't be in General Fund BAR 20 23/24 11/15/23 CC Meeting
10	101	101-1007-41215	PERA	Expense	$ 174,916		$ (15,460)	$ 159,456	Law Enforcement Recruitment #23-ZH5048-96 1st year disbursement (Res. No. 18 23/24) Can't be in General Fund BAR 20 23/24 11/15/23 CC Meeting
10	101	101-1007-41225	Health Insurance	Expense	$ 232,377		$ (40,464)	$ 191,913	Law Enforcement Recruitment #23-ZH5048-96 1st year disbursement (Res. No. 18 23/24) Can't be in General Fund BAR 20 23/24 11/15/23 CC Meeting
10	101	101-1007-41226	Retiree Insurance	Expense	$ 36,794		$ (5,368)	$ 31,426	Law Enforcement Recruitment #23-ZH5048-96 1st year disbursement (Res. No. 18 23/24) Can't be in General Fund BAR 20 23/24 11/15/23 CC Meeting

DOCUMENT #1

Truth or Consequences

My Budget Report

Account Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

			Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 314 - CDBG									
Revenue									
314-8603-32375	OTHER STATE GRANTS		750,000.00	750,000.00	0.00	0.00	0.00	-750,000.00	0.00 %
314-8603-39935	TRANSFER IN		75,000.00	75,000.00	0.00	0.00	0.00	-75,000.00	0.00 %
		Revenue Total:	**825,000.00**	**825,000.00**	**0.00**	**0.00**	**0.00**	**-825,000.00**	**0.00%**
Expense									
314-8603-44607	FIELD SUPPLIES		825,000.00	825,000.00	0.00	0.00	0.00	825,000.00	0.00 %
		Expense Total:	**825,000.00**	**825,000.00**	**0.00**	**0.00**	**0.00**	**825,000.00**	**0.00%**
		Fund: 314 - CDBG Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
		Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

New project code: Comprehensive Plan 314-7030-10135 Cash

Prof. Serv. 55,000 EXP 314-7030-48598 EXP

314-7030-39935 TRANS. IN.

TRANS. IN 5,000

REV: 50,000 Other State Grant 314-7030-32375 REV

314-7030-21201

New Mexico
Department *of* Finance
and Administration

Governor Michelle Lujan Grisham
Cabinet Secretary Wayne Propst

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Local Government Division
Wesley Billingsley, Acting Division Director

June 27, 2023

Honorable Amanda Forrister, Mayor
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

RE: 2022 CDBG Planning Grant Award for Comprehensive Plan
City of Truth or Consequences 22-C-NR-I-01-G-103

Dear Mayor Forrister:

It is my pleasure to inform you that the City of Truth or Consequences application for $50,000.00 of Community Development Block Grant (CDBG) funding to update the Comprehensive Plan for the City is approved for the full amount. The award is contingent on the City's contribution of $5,010.32, which was a commitment made in the application.

Please be aware that you cannot expend or incur costs against this grant until a grant agreement with the Department of Finance and Administration (DFA), Local Government Division (LGD) has been fully executed. Any expenses incurred by the City of Truth or Consequences prior to having a fully executed grant agreement will be the sole responsibility of the city.

We look forward to getting you the grant agreement once your exhibits are approved by LGD.

Monica Tapia Project Manager of my staff will reach out to you on what is required for your grant agreement. You may also contact Monica at monica.tapia@dfa.nm.gov or (505) 470-1775.

Respectfully,

Wesley J. Billingsley

Wesley Billingsley, Division Director
DFA Local Government Division

DOCUMENT #2

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

PURCHASE ORDER

PO Number: 78793 **Date:** 09/05/2023

Requisition #: 90664 **Vendor #:** 7982

ISSUED TO: WILSON & COMPANY, INC. ENGINEER & ARCHITECTS
4401 MASTHEAD ST NE SUITE 150
ALBUQUERQUE, NM 87109-

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		ENGINEERING SERVICES DW-4794	380-7002-48598		0.00	272,657.39

NMFA DRINKING WATER LOAN FUND – DW-4794 - WATER SYSTEM IMPROVEMENTS
MARSHALL ST., N. PERSHING, 2ND AVE., AND SIERRA VISTA DR. WATERLINE AND SCADA
REPLACEMENT
REFINO4146
ORIGINAL PO #73328-R3 ACCIDENTALLY VOIDED

Budget : 1,475.00

Budget Increase ↑ 271,183

SUBTOTAL:	251,971.91
TOTAL TAX:	20,685.48
SHIPPING:	0.00
TOTAL	272,657.39

Chief Purchasing Office _____ **Date:** _____

Director of Finance: Requisition approved electronically.

City Manager: Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax – ID# 01-405755-007

Truth or Consequences

My Budget Report

Account Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - OTHER STATE FUNDED PROJECTS								
Revenue								
380-7001-32375	OTHER STATE GRANTS	93,533.00	93,533.00	0.00	0.00	0.00	-93,533.00	0.00 %
380-7001-38387	LOAN PROCEEDS	348,878.00	348,878.00	0.00	0.00	0.00	-348,878.00	0.00 %
380-7002-32375	OTHER STATE GRANTS	620,542.00	620,542.00	0.00	0.00	0.00	-620,542.00	0.00 %
380-7002-38387	LOAN PROCEEDS	502,565.00	502,565.00	305,907.29	366,265.76	0.00	-136,299.24	72.88 %
380-7005-39935	Transfer In	46,908.00	46,908.00	0.00	0.00	0.00	-46,908.00	0.00 %
380-7020-32375	OTHER STATE GRANTS	920,000.00	920,000.00	0.00	0.00	0.00	-920,000.00	0.00 %
	Revenue Total:	**2,532,426.00**	**2,532,426.00**	**305,907.29**	**366,265.76**	**0.00**	**-2,166,160.24**	**14.46%**
Expense								
380-7001-80860	INFRASTRUCTURE	442,411.00	442,411.00	0.00	0.00	1,609.92	440,801.08	0.36 %
380-7002-48598	PROFESSIONAL SERVICES DW-4794	1,475.00	1,475.00	0.00	77,993.23	239,768.37	-316,286.60	1,543.16 %
380-7002-80860	INFRASTRUCTURE DW-4794	1,121,632.00	1,121,632.00	288,272.53	288,272.53	0.00	833,359.47	25.70 %
380-7020-47415	MAINTENANCE-REPAIRS GROUNDS-ROADWAYS	920,000.00	920,000.00	0.00	0.00	0.00	920,000.00	0.00 %
380-7020-48598	PROFESSIONAL SERVICES	46,908.00	46,908.00	0.00	0.00	41,408.07	5,499.93	88.28 %
	Expense Total:	**2,532,426.00**	**2,532,426.00**	**288,272.53**	**366,265.76**	**282,786.36**	**1,883,373.88**	**25.63%**
	Fund: 380 - OTHER STATE FUNDED PROJECTS Surplus (Deficit):	**0.00**	**0.00**	**17,634.76**	**0.00**	**-282,786.36**	**-282,786.36**	**0.00%**
	Report Surplus (Deficit):	**0.00**	**0.00**	**17,634.76**	**0.00**	**-282,786.36**	**-282,786.36**	**0.00%**

[redacted] smithco

[redacted] Wilson

DOCUMENT #3

Kerin Salcedo

From: Kerin Salcedo
Sent: Wednesday, October 4, 2023 9:07 AM
To: Gonzales, Angela
Cc: Traci Alvarez; Kristie Wilson (kwilson@torcnm.org)
Subject: Budget and Cash Report 10-04-23
Attachments: My Budget Report.pdf; CASH REPORT.pdf

Hi Angie.

Please see attached reports. Here is the information on the towers:

6/1/23 - $294,802.56 PowerPoint
6/29/23 - $78,896.66 Gravity Pad
7/3/23 - $175,000.00 Sun Tower
8/7/23 - $478,045.00 American Tower

Grand Total $1,026,744.22 😊

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

DOCUMENT #4

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

NMSIF

New Mexico Self Insurers Fund
CLAIMS ACCOUNT
PO BOX 846
SANTA FE, NM 87504-0846

New Mexico Bank & Trust
Santa Fe, NM 87505

CHECK NUMBER 817765

95-334
1070

DATE 11/07/2023

AMOUNT
*********22,395.33

Pay ***Twenty Two Thousand Three Hundred Ninety Five Dollars And 33/100

VOID AFTER SIX MONTHS FROM DATE OF ISSUE
TWO SIGNATURES REQUIRED

TO THE ORDER OF
Truth or Consequences
505 Sims Street
T or C, NM 87901

⑈817765⑈ ⑆107006541⑆ 9996941595⑈

Company: NEW MEXICO SELF INSURER'S FUND
Payee: Truth or Consequences
Examiner: VPAULK

Check Number: 817765
Check Total: 22,395.33
Check Date: 11/07/2023

Incident Date	Account Number From	Through	Claim Number Invoice #	Claimant Name	Description	Amount
10/02/2023	9996941595 10/02/2023	11/03/2023	2024031354	Truth or Consequences	Collision - APD	22,395.33

NMSIF
NEW MEXICO SELF-INSURERS' FUND

Claim Acknowledgement

Set-Up Date	October 11, 2023
Claim #	2024031354
Assigned File Handler	Brandon Heckler bheckler@nmsif.org (505)992-3510
Member Insured	Truth or Consequences
Coverage	APD 1890 4
Date of Loss	10/02/2023
Date Reported	10/03/2023
Claimant	Jaime Foreman
Description of Loss	Vehicle stopped at stop sign then proceeded through and was hit on passenger side panel.

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, November 16, 2023 11:05 AM
To: Kerin Salcedo; Wilson, Kristie; Castaneda, Arnulfo
Subject: FWATER/WASTE WATER INSURANCE REOVERY FROM 10/11/2023 #2024031354 W: Receipt #R00325397
Attachments: BP-70C36_20231116_124502.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Thursday, November 16, 2023 10:43 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00325397

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

DATE : 11/16/2023 11:38 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00325397
INREWWW WATER/WASTEWATER INSURANCE RECOVERIES
WATER/WASTE WATER INSURANCE REOVERY FROM 10/11/2023 #2024031354 22395.33
504-3803-38372 -22395.33

Paid By:NEW MEXICO SELF INSURERS FUND
Check 22395.33 REF:817765

DOCUMENT #5

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, November 29, 2023 10:07 AM
To: Kerin Salcedo; Manning, Tara
Subject: DONATION FW: Receipt #R00326590
Attachments: Scan_2023_11_29_09_56_18_021.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, November 29, 2023 8:44 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00326590

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

DATE : 11/29/2023 9:41 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00326590
DON CITY DONATION
ANMIAL SHELTER DONATION SHELTER NEEDS 11/28/2023 200.00
101-1099-37371 -200.00

ANPND ANIMAL POUND FEES
ANIMAL SHELTER 11/28/2023 180.10
101-1099-34343 -180.10

Check 200.00 REF:1229
Cash 180.10

Truth or Consequences Animal Shelter

Donation Form

Donor Information

Your personal information is kept confidential.

Name: Ellen Brink

Mailing Address: 607 Oak St

City: T or C State: NM Zip: 87901

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: $ 200.00

Please circle one of the following:

(Check) Cash

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

Please specify use of donation:

(Animal Shelter Needs) or other _____

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

Signature: didn't want to sign

Receipt Number: 6664

Donation Received

Name: Tara Mahlig

Signature: [signature]

Date: 11/28/2023

AR CODE- DON

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, December 14, 2023 8:17 AM
To: Manning, Tara; Kerin Salcedo; Procurement
Subject: ANIMAL SHELTER DONATIONFW: Receipt #R00328407
Attachments: BP-70C36_20231214_101005.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Thursday, December 14, 2023 8:10 AM
To: LeClair, Chelsea <CLECLAIR@TORCNM.ORG>
Subject: Receipt #R00328407

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

DATE : 12/14/2023 9:07 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00328407
DON CITY DONATION
ANIMAL SHELTER SZIGETI SHELTER NEEDS 62.02
101-1099-37371 -62.02

DON CITY DONATION
ANIMAL SHELTER GANTS FAMILY ORCHARD SHELTER NEEDS 639.40
101-1099-37371 -639.40

ANPND ANIMAL POUND FEES
ANIMAL SHELTER 12/13/2023 182.33
101-1099-34343 -182.33

Check 100.00 REF:1927
Cash 783.75

Truth or Consequences Animal Shelter

Donation Form

Donor Information

Your personal information is kept confidential.

Name: Teresa-e Marilyn Szigeti

Mailing Address: 913 Spruce

City: T or C State: NM Zip: 87901

Email:

Phone:

Donation Information

Total Amount Enclosed: $ 62.02 (Check for $100 - $37.98 = adoption fee, $62.02 = donation)

Please circle one of the following:

(Check) Cash

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

Please specify use of donation:

(Animal Shelter Needs) or other _____

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

Signature: didn't want to sign

Receipt Number: 6088

Donation Received

Name: Tara Manning

Signature:

Date: 12/13/2023

AR CODE- DON

From Pecan Festival

Truth or Consequences Animal Shelter

Donation Form

Donor Information

Your personal information is kept confidential.

Name: Coats Family Orchard

Mailing Address: 714 Hwy 52

City: Cuchillo State: NM Zip:

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: $ 639.40

Please circle one of the following:

Check (Cash)

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

Please specify use of donation:

(Animal Shelter Needs) or other

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

Signature: didn't want to sign

Receipt Number:

Donation Received

Name: Tara Manning

Signature:

Date: 12/13/2023

AR CODE- DON

Kerin Salcedo

From: LeClair, Chelsea
Sent: Friday, December 15, 2023 10:34 AM
To: Manning, Tara; Kerin Salcedo; Procurement
Subject: ANIMAL SHELTER DONATION FW: Receipt #R00328567
Attachments: BP-70C36_20231215_120228.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Friday, December 15, 2023 9:02 AM
To: LeClair, Chelsea <CLECLAIR@TORCNM.ORG>
Subject: Receipt #R00328567

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

DATE : 12/15/2023 10:00 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00328567
DON CITY DONATION
ANIMAL SHELTER WICKSTOM SHELTER NEEDS 100.00
101-1099-37371 -100.00

ANPND ANIMAL POUND FEES
ANIMAL SHELTER 12/14/2023 37.98
101-1099-34343 -37.98

Check 100.00 REF:1453
Cash 37.98

Truth or Consequences Animal Shelter

Donation Form

Donor Information

Your personal information is kept confidential.

Name: Mary Wickstrom

Mailing Address: 500 Alhambra

City: Elephant Butte State: NM Zip: 87935

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: $ 100.00

Please circle one of the following:

(Check) Cash

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

Please specify use of donation:

(Animal Shelter Needs) or other _____

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

Signature: didn't want to sign

Receipt Number: 692

Donation Received

Name: Tara Manning

Signature: [signature]

Date: 12/14/2023

AR CODE- DON

Kerin Salcedo

From: LeClair, Chelsea
Sent: Monday, December 18, 2023 9:42 AM
To: Manning, Tara; Kerin Salcedo; Procurement
Subject: ANIMAL SHELTER DONATION FW: Receipt #R00328691
Attachments: BP-70C36_20231218_103205.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Monday, December 18, 2023 9:41 AM
To: LeClair, Chelsea <CLECLAIR@TORCNM.ORG>
Subject: Receipt #R00328691

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

DATE : 12/18/2023 9:30 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00328691
ANPND ANIMAL POUND FEES
ANIMAL SHELTER 12/16/2023 209.45
101-1099-34343 -209.45

DON CITY DONATION
ANIMAL SHELTER DONATION- SHELTER NEEDS 12/16/2023 220.00
101-1099-37371 -220.00

Check 90.10 REF:102
Check 20.00 REF:103
Cash 319.35

Truth or Consequences Animal Shelter

Donation Form

Donor Information

Your personal information is kept confidential.

Name: Pictures with Santa

Mailing Address: n/a

City: n/a State: _____ Zip: _____

Email: _____

Phone: _____

Donation Information

Total Amount Enclosed: $ ~~XXX 98 200~~ $220.00 ($20 check $200 cash)

Please circle one of the following:

(Check) (Cash)

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

Please specify use of donation:

(Animal Shelter Needs) or other _____

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

Signature: n/a

Receipt Number: to 97, to 98

Donation Received

Name: Tara Manning

Signature: [signature]

Date: 12/16/2023

AR CODE- DON

DOCUMENT #6

Kerin Salcedo

From: LeClair, Chelsea
Sent: Monday, November 13, 2023 2:16 PM
To: Kerin Salcedo; Procurement; Wilson, Kristie
Subject: SHOP/ W COP KNULL & TAVIZON FW: Receipt #R00324974
Attachments: BP-70C36_20231113_132449.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Monday, November 13, 2023 10:39 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00324974

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

DATE : 11/13/2023 11:37 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00324974
PDDMC PD DONATIONS (MISC DONATIONS)
SHOP/ W COP KNULL & TAVIZON 170.00
298-2103-37394 -170.00

Check 45.00 REF:2053
Check 90.00 REF:3907
Cash 35.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Deanna Knull / Luis Tavizon

Mailing Address: Police Department 507 McAdoo

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 170.00

Please circle one of the following:

[redacted] [redacted]

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

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

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

Receipt Number: 996798 / 996799

Donation Received

Name: Casey Froese

Signature: _____

Date: 11/09/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Tuesday, November 14, 2023 1:24 PM
To: Kerin Salcedo; Procurement; Froese, Casey; Knull, Deanna
Subject: SHOP/W COP TRAIL RIDE FUND RAISER FW: Receipt #R00325196
Attachments: BP-70C36_20231114_134335.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Tuesday, November 14, 2023 10:35 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00325196

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

DATE : 11/14/2023 11:34 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00325196
PDDMC PD DONATIONS (MISC DONATIONS)
SHOP/W COP TRAIL RIDE FUND RAISER 390.00
298-2103-37394 -390.00

Check 40.00 REF:2054
Check 100.00 REF:6573
Cash 250.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Trail Ride Fund Raiser

Mailing Address: Police Department 507 McAdoo

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 390.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

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

Receipt Number: _____

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 11/14/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, November 16, 2023 11:03 AM
To: Kerin Salcedo; Wilson, Kristie; Knull, Deanna; Froese, Casey
Subject: SHOP W COP WILLOW ARNOLD W: Receipt #R00325383
Attachments: BP-70C36_20231116_124423.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Thursday, November 16, 2023 8:40 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00325383

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

DATE : 11/16/2023 9:39 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00325383
PRINT PRINTING & COPYING FEES
POLICE 11/15/23 5.00
101-1099-34346 -5.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W COP WILLOW ARNOLD 20.00
298-2103-37394 -20.00

Cash 25.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Willow Arnold

Mailing Address:

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 20.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

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

Receipt Number: _____

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 11/15/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Monday, November 20, 2023 11:23 AM
To: Kerin Salcedo; Procurement; Froese, Casey; Knull, Deanna
Subject: SHOP W COP BETHESDA LODGE NO 64RE: Receipt #R00325708
Attachments: BP-70C36_20231120_125631.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Monday, November 20, 2023 10:00 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00325708

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

DATE : 11/20/2023 10:58 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00325708
PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W COP BETHESDA LODGE NO 64 1000.00
298-2103-37394 -1000.00

Check 1000.00 REF:2001

298-2106-37394
DARE

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Bethesda Lodge NO.64

Mailing Address: 715 Main St.

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 1000.00

Please circle one of the following:

(Check) Cash

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

Please circle requested use of donation:

For City Police Needs or others ~~Shop with a Cop~~ DARE JCD

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

Receipt Number: _____

Donation Received

Name: Casey Froese

Signature: _____

Date: 11/20/2023

RECEIPT

DATE 11-18-23 No. 355806

RECEIVED FROM Bethesda Lodge No. 64 $1000.00

One Thousand and no/100 DOLLARS

○ FOR RENT
⊗ FOR DANCE CHK 2001

ACCOUNT		
PAYMENT	1000	00
BAL. DUE		

○ CASH
○ CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM B.L. No. 64 TO TCPO

BY Carey

3-11

Deposit Slip

Truth or Consequences
Police Department

11/20/2023
AR-Code PRINT

Name	Receipt	Date of Intake	Report Number	Other Service	Cash	Check	Money Orde	Total
Bethesda Lodge No. 64	355806	11/17/2023		Dare		$ 1,000.00		$ 1,000.00
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
				Totals	$ -	$ 1,000.00	$ -	$ 1,000.00

Beginning Drawer						Ending Drawer		
100.00	0	0.00	Check / Money Order			100.00	0	0.00
50.00	0	0.00	Bethesda	2001	$ 1,000.00	50.00	0	0.00
20.00	0	0.00				20.00	0	0.00
10.00	2	20.00				10.00	0	0.00
5.00	3	15.00				5.00	4	20.00
2.00	0	0.00				2.00	0	0.00
1.00	14	14.00				1.00	30	30.00
0.50	0	0.00				0.50	0	0.00
0.25	2	0.50				0.25	0	0.00
0.10	3	0.30				0.10	0	0.00
0.05	4	0.20				0.05	0	0.00
0.01	0	0.00			$1,000.00	0.01	0	0.00

Cash Totals		$50.00
Check Totals		
Total		$50.00

Cash Totals		$50.00
Check Totals		$1,000.00
Totals		$1,050.00

Less Cash Box	50.00
Deposit	$1,000.00

PAID
NOV 20 2023
By

Kerin Salcedo

From: LeClair, Chelsea
Sent: Tuesday, November 21, 2023 10:41 AM
To: Froese, Casey; Knull, Deanna; Kerin Salcedo; Procurement
Subject: SHOP W COP SANDIES PARTIES FW: Receipt #R00325916
Attachments: BP-70C36_20231121_110109.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Tuesday, November 21, 2023 10:37 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00325916

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

DATE : 11/21/2023 11:29 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00325916
LERR LAW ENFORCEMENT RECRUITMENT
LAW ENFORCEMENT RECRUITMENT/RETENTION FUND 2023 112500.00
212-3001-32389 -112500.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W COP SANDIES PARTIES 100.00
298-2103-37394 -100.00

Check 100.00
Check 112500.00 REF:2001411911

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Sandies Parties

Mailing Address: 14 Box H Boz Rd.

City: Caballo State: NM Zip: 87931

Email: _____

Phone: 575-740-2774

Signature: _____

Donation Information

Total Amount Enclosed: $ 100.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

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

Receipt Number: _____

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 11/20/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Monday, November 27, 2023 9:58 AM
To: Kerin Salcedo; Procurement; Froese, Casey; Knull, Deanna
Cc: Renfro, Sonya
Subject: SHOP W COP : Receipt #R00326230
Attachments: BP-70C36_20231127_114638.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Monday, November 27, 2023 9:56 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00326230

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

DATE : 11/27/2023 10:54 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00326230
PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W COP KYLEEN COULTER 2023 45.00
298-2103-37394 -45.00

Check 45.00 REF:123

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Kyleen Coulter

Mailing Address: 305 Austin St #12

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 45.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

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

Receipt Number: 355809

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 11/27/2023

Truth or Consequences

Donation Form

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

DATE : 11/28/2023 11:52 AM
OPER : KM
TKBY : KM
TERM : 14
REC# : R00326486

PDDMC PD DONATIONS (MISC DONATIONS) 300.00
SHOP W/COP SHERIFFS POSSE 11/28/23
300.
298-2103-37394 -300.00

PRINT PRINTING & COPYING FEES 8.00
POLICE DEPT 11/27/23 8.00
101-1099-34346 -8.00

Check 300.00 REF:2519
Cash 8.00

APPLIED 308.00
TENDERED 308.00

CHANGE 0.00

Donor Information

Your personal information is kept confidential.

Name: Sierra Co. Sheriffs Posse

Mailing Address: 601 Rodeo Rd

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 300.00

Please circle one of the following:

Check Cash

(Checks should be made out to City of Truth or C

Please circle requested use of donation:

For City Police Needs or others ___ Shop with a Cop _____

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

Receipt Number: 355810

Donation Received

Name: Casey Froese

Signature: _____

Date: 11/28/2023

PAID
NOV 28 2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, November 29, 2023 3:06 PM
To: Kerin Salcedo; Knull, Deanna; Froese, Casey; Procurement
Subject: Re: Receipt #R00326618 Animal Shelter Donation
Attachments: Scan_2023_11_29_11_55_49_880.pdf

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, November 29, 2023 11:52 AM
To: LeClair, Chelsea <CLECLAIR@TORCNM.ORG>
Subject: Receipt #R00326618

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

DATE : 11/29/2023 12:44 PM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00326618
PRINT PRINTING & COPYING FEES
POLICE 11/28/2023 15.00
101-1099-34346 -15.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W COP- SHARON ROZELL 100.00
298-2103-37394 -100.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W A COP- KYLEEN COULTER 45.00
298-2103-37394 -45.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W A COP- ROTARTY CLUB OF TORC 100.00
298-2103-37394 -100.00

Check 100.00 REF:5177
Check 100.00 REF:1098
Cash 60.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Sharon Rozell

Mailing Address: 821 Poplar.

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 100.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

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

Receipt Number: 355816

Donation Received

Name: Deanna Knull

Signature: _____

Date: 11/28/2023

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential..

Name: Kyleen Coulter

Mailing Address: 507 McAdoo.

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 45.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

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

Receipt Number: 355813

Donation Received

Name: Deanna Knull

Signature: _____

Date: 11/28/2023

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Rotary Club of TorC

Mailing Address: PO Box 1762.

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 100.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

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

Receipt Number: 355817

Donation Received

Name: Deanna Knull

Signature: _____

Date: 11/28/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Friday, December 1, 2023 9:44 AM
To: Kerin Salcedo; Procurement; Froese, Casey; Knull, Deanna
Subject: Re: SHOP W A COP- STEHENS BUCKLYReceipt #R00326881
Attachments: Scan_2023_12_01_09_29_53_792.pdf

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Friday, December 1, 2023 9:21 AM
To: LeClair, Chelsea <CLECLAIR@TORCNM.ORG>
Subject: Receipt #R00326881

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

DATE : 12/1/2023 10:19 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00326881
PRINT PRINTING & COPYING FEES
POLICE 11/30/2023 10.00
101-1099-34346 -10.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W A COP- STEHENS BUCKLY 100.00
298-2103-37394 -100.00

Check 100.00 REF:2134
Cash 10.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Stephen Buckley

Mailing Address: P.O. Box 264.

City: Elephant Butte State: NM Zip: 87935

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 100.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

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

Receipt Number: _____

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 12/01/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Monday, December 4, 2023 10:01 AM
To: Kerin Salcedo; Froese, Casey; Knull, Deanna
Subject: Fw: Receipt #R00327138 SHOP W COP
Attachments: BP-70C36_20231204_111505.pdf

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Monday, December 4, 2023 8:58 AM
To: LeClair, Chelsea <CLECLAIR@TORCNM.ORG>
Subject: Receipt #R00327138

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

DATE : 12/4/2023 9:54 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00327138
PRINT PRINTING & COPYING FEES
POLICE 12/1/2023 20.00
101-1099-34346 -20.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W A COP BUSTER SMITH 115.00
298-2103-37394 -115.00

Check 80.00 REF:8628
Check 3.00 REF:2356548512
Check 9.00 REF:2359320311
Check 3.00 REF:235028162
Check 5.00 REF:2366559311
Cash 35.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Buster or Cindy Smith

Mailing Address: PO BOX 3333.

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 115.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

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

Receipt Number: 355825

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 12/02/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, December 6, 2023 11:20 AM
To: Kerin Salcedo; Froese, Casey; Knull, Deanna
Subject: Donation D.A.R.E and Shop w Cop Receipt #R00327604
Attachments: BP-70C36_20231206_130130.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, December 6, 2023 10:24 AM
To: LeClair, Chelsea <CLECLAIR@TORCNM.ORG>
Subject: Receipt #R00327604

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

DATE : 12/6/2023 11:22 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00327604
PDDMC PD DONATIONS (MISC DONATIONS)
D.A.R.E- NEW HOPE REVIVAL CHURCH 1500.00
298-2103-37394 -1500.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W A COP- JOHN H CURTIS 486.00
298-2103-37394 -486.00

Check 486.00 REF:1433110
Check 1500.00 REF:3078

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: New Hope Revival Church

Mailing Address: 800 E 3rd

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 1500.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others Dare

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

Receipt Number: 355826

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 12/06/2023

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: John H Curtis

Mailing Address:

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 486.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others ____Shop with a Cop____

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

Receipt Number: 355827

Donation Received

Name: Casey Freese

Signature: _____

Date: 12/06/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Friday, December 8, 2023 10:05 AM
To: Kerin Salcedo; Froese, Casey; Knull, Deanna
Subject: SHOP W COP DESERT SPRINGS LUTHERAN CHURCH FW: Receipt #R00327889
Attachments: BP-70C36_20231208_113240.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Friday, December 8, 2023 10:00 AM
To: LeClair, Chelsea <CLECLAIR@TORCNM.ORG>
Subject: Receipt #R00327889

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

DATE : 12/8/2023 10:53 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00327889
PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W COP DESERT SPRINGS LUTHERAN CHURCH 750.00
298-2103-37394 -750.00

Check 750.00 REF:7054

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Desert Springs Lutheran Church

Mailing Address: PO BOX 3544.

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 750.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

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

Receipt Number: 355829

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 12/07/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Monday, December 11, 2023 9:51 AM
To: Knull, Deanna; Froese, Casey; Kerin Salcedo; Procurement
Subject: SHOP W A COP DAVID ARNONE FW: Receipt #R00328032
Attachments: BP-70C36_20231211_113939.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Monday, December 11, 2023 9:09 AM
To: LeClair, Chelsea <CLECLAIR@TORCNM.ORG>
Subject: Receipt #R00328032

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

DATE : 12/11/2023 10:05 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00328032
PRINT PRINTING & COPYING FEES
POLICE 12/8/2023 6.00
101-1099-34346 -6.00

PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W A COP DAVID ARNONE 40.00
298-2103-37394 -40.00

Check 3.00 REF:2378892212
Cash 3.00
Cash 40.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: David Arnone

Mailing Address:

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 40.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

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

Receipt Number: 355832

Donation Received

Name: Casey Froese

Signature: _____

Date: 12/08/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Tuesday, December 12, 2023 11:05 AM
To: Knull, Deanna; Froese, Casey; Kerin Salcedo; Procurement
Subject: SHOP W COP FW: Receipt #R00328196
Attachments: BP-70C36_20231212_124237.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Tuesday, December 12, 2023 10:22 AM
To: LeClair, Chelsea <CLECLAIR@TORCNM.ORG>
Subject: Receipt #R00328196

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

DATE : 12/12/2023 10:56 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00328196
PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W COP ANONYMOUS 200.00
298-2103-37394 -200.00

PRINT PRINTING & COPYING FEES
POLICE 12/11/2023 15.50
101-1099-34346 -15.50

Check 12.50 REF:7561
Check 3.00 REF:2379276362
Cash 200.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Anonymous

Mailing Address:

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 200.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

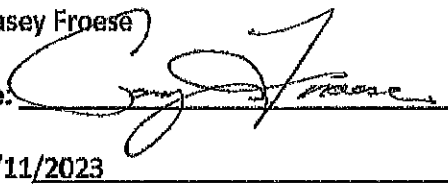
For City Police Needs or others Shop with a Cop

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

Receipt Number: 355833

Donation Received

Name: Casey Froese

Signature: 

Date: 12/11/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Friday, December 15, 2023 10:47 AM
To: Froese, Casey; Knull, Deanna; Kerin Salcedo
Subject: SHOP W A COP DONATION W: Receipt #R00328599
Attachments: Scan_2023_12_15_10_43_16_612.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Friday, December 15, 2023 10:45 AM
To: LeClair, Chelsea <CLECLAIR@TORCNM.ORG>
Subject: Receipt #R00328599

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

DATE : 12/15/2023 11:39 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00328599
PDDMC PD DONATIONS (MISC DONATIONS)
SHOP W COP LYNN NOEL 100.00
298-2103-37394 -100.00

Check 100.00 REF:7961

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Lynn Noel

Mailing Address: 1301 Mercury.

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: $ 100.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City Police Needs or others Shop with a Cop

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

Receipt Number: 355836

Donation Received

Name: Casey Froese

Signature: Casey Froese

Date: 12/14/2023

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, December 27, 2023 11:32 AM
To: Kerin Salcedo; Procurement; Froese, Casey; Knull, Deanna
Subject: SHOP W A COP FW: Receipt #R00329717
Attachments: Scan_2023_12_27_11_21_47_176.pdf

-----Original Message-----
From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, December 27, 2023 10:46 AM
To: LeClair, Chelsea <CLECLAIR@TORCNM.ORG>
Subject: Receipt #R00329717

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

DATE : 12/27/2023 11:44 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00329717
PRINT PRINTING & COPYING FEES
POLICE 12/26/2023 8.00
101-1099-34346 -8.00

SHOPWCOP DONATION SHOP W A COP
SHOPW A COP REBECCA DOW 100.00
298-2105-37394 -100.00

Check 100.00 REF:609
Cash 8.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC, SHOPWCOP,DARE

Your personal information is kept confidential.

Name: Rebecca Dow

Mailing Address: 806 Sierra Vista Dr.

City: Truth or Consequences State: NM Zip 87901

Email: _____

Phone: _____

Signature: _____ Sent in _____

Donation Information

Total Amount Enclosed: $ 100.00

Please circle one of the following:

Check Cash

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

Please circle requested use of donation:

For City, Police Needs or others: Shop with a Cop

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

Receipt Number: 355845

Donation Received

Name: Deanna Knull

Signature: Deanna K Knull

Date: 12/26/2023

DOCUMENT #7

Kerin Salcedo

From: Pat O'Hanlon
Sent: Monday, November 20, 2023 3:52 PM
To: Wilson, Kristie; Kerin Salcedo
Subject: State Grant-in-Aid

Good afternoon—

The amount of this year's State Grant-in-Aid will be $15,528.57.

Traci has it on the Commission agenda for the December meeting, and as soon as it's approved the funds should be sent pretty quickly.

I still do not have the allocation amount for the GO Bond. As soon as I get it, I will get that information to you.

Thank you,

Pat O'Hanlon
Library Director

DocuSign Envelope ID: 4FDF3FC4-CA40-4601-BB87-33F6877D5205

State Grants-in-Aid to Public Libraries Agreement For FY2024

This Agreement is entered into on the date of last signature, below, by and between the New Mexico State Library, hereinafter called **NMSL**, and Truth or Consequences Public Library , located in T or C, NM , hereinafter called the **Recipient.**

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL statutory provisions and the State Librarian has adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

THEREFORE, the Parties agree to the following terms and conditions:

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed Fifteen Thousand Five Hundred Twenty Eight Dollars and Fifty Seven Cents ($ 15,528.57) to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
5. Expend *all* grant funds before June 30, 2024;
6. No later than August 12, 2024, provide NMSL with a report on how the grant was expended as part of the Recipient's annual report for the fiscal year; and
7. Sign and return this Agreement to NMSL ***within 60*** days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant allocation.**

III. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to address the dispute.

IV. The Laws of New Mexico shall govern this Agreement.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature below certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Recipient Signature

Signed: DocuSigned by: Amanda Forrister 772C9C435D374C1... **Date:** 11/27/2023

Print Name and Title: Mayor Authorized Agent of Recipient

X My signature above verifies that I am an authorized agent who has authority to enter into a legal contract with the State of New Mexico.

NMSL Signature

Signed: DocuSigned by: 69F31ED433424FA... **Date:** 11/27/2023

Print Name and Title: Eli Guinnee, New Mexico State Librarian Authorized Agent of NMSL

JOINT UTILITY – ****8891

Search Transactions

Activity: All transactions **Type:** All; **Amount:** $15,528.57

Transactions

(!) Pending ◆ Posted Totals are not supported for your search criteria.

	Date	Description	Debit	Credit	Balance
(!)	Dec 28, 2023	VNDR PYMT State of New Mex 2486 City of T or C T or C Public Library InvDate:		15,528.57	

Payments & Transfers

Create A Transfer JW

Your transfer is pending client approval. Your reference number is 117953477.

Template
Open transfer

From Account
JOINT UTILITY ****8891

To Account
LIBRARY ****0174

Date
Dec 28, 2023

Amount
$15,528.57

Description
LIBRARY STATE IN AID GRANT DISTRIBUTION FY 2024

294-5003-10122
<294-5003-32394>

RECEIVED
JAN 29 2024

DOCUMENT #8

City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
CITY: (575) 894-6673 FAX: (575) 894-7767

FINAL Invoice

AR CODE: TSWWA

Customer

Name	FACILITIES MANAGEMENT DIVISION ATTN:ACCOUNTS PAYABLE
Address	2542 CERILLOS RD
City	SANTA FE, NEW MEXICO 87505
Email	GSD.FMD-INVOICES@GSD.NM.GOV

Misc

Date	11/7/2023

Qty	Description	Unit Price	TOTAL
1	WATER METER INTALL(UTILITIES) FOR THE NM STATE VETERANS HOME SMALL HOMES LOCATED IN TRUTH OR CONSEQUENCES (BLDG. #21-025-000999 CP2300379) DPO MARK V INVOICE# 11072023		$ 14,863.76
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		SubTotal	$ 14,863.76
			$ -
		TOTAL	$ 14,863.76

Payment

Comments Please Remit Payment To City Clerks
Office-City of Truth or Consequences
505 Sims Street

Office Use Only

Thank You!

State of New Mexico
Purchase Order

PO Number to be on all Invoices and Correspondence

General Services Department
1100 St. Francis Drive
Santa Fe NM 87502
United States

Dispatched — **Dispatch Via Print**

Purchase Order	Date	Revision
35000-0000042355	11-03-2023	
Payment Terms	**Freight Terms**	**Ship Via**
Pay Now	FOB Destination	Best Way
Buyer	**Phone**	**Currency**
CARLA ACOSTA (CONSULTANT)		USD

Supplier: 0000054340
CITY OF TRUTH OR CONSEQUENCES
505 SIMS ST
T OR C NM 87901-0000
United States

Ship To: 2542 Cerrillos Rd.
Santa Fe NM 87505
United States

Bill To: 2542 Cerrillos Rd.
Santa Fe NM 87505
United States

Origin: EXE Excl\Excl#: 13-1-98-D

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Water Meter Install (utilities) for the NM State Veterans Small Homes located in Truth or Consequences (Bldg. #21-025-000999 CP2300379) DPO * Mark V	1.00	EA	$14,863.76	$14,863.76	11/03/2023
	35000-89200-A22G2037-546330- - - -21250016-92348-G2037					

Schedule Total $14,863.76

Item Total $14,863.76

PLEASE REMIT INVOICE TO:
FACILITIES MANAGEMENT DIVISION
ATTN: ACCOUNTS PAYABLE
2542 CERRILLOS RD
SANTA FE, NM 87505

or

EMAIL TO: GSD.FMD-Invoices@gsd.nm.gov

Total PO Amount $14,863.76

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO SPD-101A (04/19)
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
   A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
   B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARRANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
    A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
    B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
    C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-1-158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. GENERAL SERVICES STATEWIDE PRICE AGREEMENT: Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

JOINT UTILITY – ****8891

Search Transactions

Activity: All transactions **Type:** All; **Amount:** $14,863.76

Transactions

Pending Posted

Totals are not supported for your search criteria.

Date	Description	Debit	Credit	Balance
Nov 28, 2023	VNDR PYMT State of New Mex 11072023 11072023		14,863.76	

DOCUMENT #9

Truth or Consequences

My Budget Report

Account Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

			Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 509 - Muni Airport									
Revenue									
509-4403-39935	TRANSFER IN		70,000.00	70,000.00	0.00	70,000.00	0.00	0.00	100.00 %
		Revenue Total:	**70,000.00**	**70,000.00**	**0.00**	**70,000.00**	**0.00**	**0.00**	**100.00%**
		Fund: 509 - Muni Airport Total:	**70,000.00**	**70,000.00**	**0.00**	**70,000.00**	**0.00**	**0.00**	**100.00%**
		Report Total:	**70,000.00**	**70,000.00**	**0.00**	**70,000.00**	**0.00**	**0.00**	**100.00%**

Truth or Consequences

CASH REPORT
Account Summary
Date Range: 07/01/2023 - 12/19/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance
Category: 10 - Cash				
509-4403-10116	AIRPORT FUND	54,786.19	-39,157.78	15,628.41
Total Category: 10 - Cash:		54,786.19	-39,157.78	15,628.41
Grand Totals:		**54,786.19**	**-39,157.78**	**15,628.41**

MUNICIPAL AIRPORT – ****8939

Search Transactions

Activity: All transactions **Type:** All; **Amount:** $50,000.00

Transactions

Pending Posted Totals are not supported for your search criteria.

Date	Description	Debit	Credit	Balance
Dec 18, 2023	PAYMENTS ASCENT AVIA 8923 NTE*Credit Cards though\		50,000.00	

Kerin Salcedo

From: Stacie Hilton <SHilton@wfscorp.com>
Sent: Friday, December 15, 2023 6:10 AM
To: Kim Bombardo; Kerin Salcedo; Barclay, Dawn; ascent-eftprocessing
Cc: Traci Alvarez; Gonzales, Angela
Subject: RE: Draw Down

Good Morning Kerin, Credit has approved and this will be deposited Monday 12/18.

Best Regards,
Stacie Hilton
Accounting Coordinator II

Office: 1 800-272-3681
Direct: 315-279-3909
Fax: 315-625-4226

shilton@wfscorp.com
www.wfscorp.com

World Fuel Services
(including Ascent Aviation Group & World Fuel Services Canada)
1 Mill St.
Parish, NY 13131

From: Kim Bombardo <KBombardo@wfscorp.com>
Sent: Thursday, December 14, 2023 2:46 PM
To: Kerin Salcedo <ksalcedo@torcnm.org>; Barclay, Dawn <dbarclay@torcnm.org>; ascent-eftprocessing <ascent-eftprocessing@wfscorp.com>
Cc: Traci Alvarez <talvarez@torcnm.org>; Gonzales, Angela <agonzales@torcnm.org>
Subject: RE: Draw Down

Good day – please send all requests like this to the Ascent-eft processing email address.

They are copied on here for processing – thank you!!

From: Kerin Salcedo <ksalcedo@torcnm.org>
Sent: Thursday, December 14, 2023 10:55 AM
To: Kim Bombardo <KBombardo@wfscorp.com>; Barclay, Dawn <dbarclay@torcnm.org>
Cc: Traci Alvarez <talvarez@torcnm.org>; Gonzales, Angela <agonzales@torcnm.org>
Subject: [EXTERNAL] Draw Down
Importance: High

Good Morning.

We are wanting to move $50,000 from World Fuel account to our Airport account here. Can you tell me who I need to speak with and what we need to do that?

Thank You,

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

*** This communication has been sent from World Kinect Corporation (formerly, World Fuel Services Corporation) or its subsidiaries or its affiliates for the intended recipient only and may contain proprietary, confidential, or privileged information. If you are not the intended recipient, any review, disclosure, copying, use, or distribution of the information included in this communication and any attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to this communication and delete the communication, including any attachments, from your computer. Electronic communications sent to or from World Kinect Corporation or its subsidiaries or its affiliates may be monitored for quality assurance and compliance purposes.***

Withdrawal from world fuel

Chad Rosacker <Chad.Rosacker@tech-45.com>
Mon 12/11/2023 3:06 PM
To:Traci Alvarez <talvarez@torcnm.org>;Kerin Salcedo <ksalcedo@torcnm.org>

Kerin / Traci please feel free to transfer $50,000 out of the world fuel account to put in the airport fund. After evaluating, this should be no issue at all.

Thank you,
Chad Rosacker

Get Outlook for iOS

DOCUMENT #10

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2023-24 11/15/2023
DFA Resolution Number: 20 23/24
BAR NUMBER 3

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1099-37371	Donation	Revenue	$ 400.00	$ 1,175		$ 1,575	Animal Shelter Donations - for Shelter Needs
1	101	101-1006-44607	Field Supplies	Expense	$ 13,400.00	$ 1,175		$ 14,575	Animal Shelter Donations - for Shelter Needs
2	298	298-2103-37394	PD Donations	Revenue	$ 1,300	$ 1,852		$ 3,152	Donations for Shop with a Cop
2	298	298-2103-45607	Misc. Exp	Expense	$ 10,336	$ 1,852		$ 12,188	Donations for Shop with a Cop
3	101	101-1099-32380	Local/State Grants	Revenue	$ 1,147,319		$ (445,500)	$ 701,819	Animal Shelter Grant 23-H3214 - $4,500 for Art in Public Places (wrong acct)
3	101	101-1006-80805	Capital Improvements Buildings & Structures	Expense	$ 445,500		$ (445,500)	$ -	Animal Shelter Grant 23-H3214 - $4,500 for Art in Public Places (wrong acct)
3	101	101-1006-44613	Non Capital	Expense	$ 4,500		$ (4,500)	$ -	Animal Shelter Grant 23-H3214 - $4,500 for Art in Public Places (wrong acct)
3	305	305-7029-32380	Local/State Grants	Revenue	$ -	$ 445,500		$ 445,500	Animal Shelter Grant 23-H3214 - $4,500 for Art in Public Places (correct acct)
3	305	305-7029-80805	Capital Improvements Buildings & Structures	Expense	$ -	$ 445,500		$ 445,500	Animal Shelter Grant 23-H3214 - $4,500 for Art in Public Places (correct acct)
3	305	305-7029-44613	Non Capital	Expense	$ -	$ 4,500		$ 4,500	Animal Shelter Grant 23-H3214 - $4,500 for Art in Public Places (correct acct)
3	305	305-7029-39935	Transfer In	Revenue	$ -	$ 445,500		$ 445,500	Transfer In to cover costs until reimbursements come in
3	101	101-1099-49930	Transfer Out	Expense	$ -	$ 445,500		$ 445,500	Transfer Out to cover costs until reimbursements come in
3	101	101-1099-39935	Transfer In	Revenue	$ -	$ 445,500		$ 445,500	Transfer In to pay back GF
3	305	305-7029-39935	Transfer Out	Expense	$ -	$ 445,500		$ 445,500	Transfer Out to pay back GF
4	216	216-4503-48598	Professional Services	Expense	$ -	$ 22,500		$ 22,500	Street Asset Plan
4	216	216-4503-43770	Subs & Dues	Expense	$ -	$ 5,540		$ 5,540	Street Asset Plan Annual Subscription Fee
5	101	101-1099-38372	Insurance Recoveries	Revenue	$ -	$ 30,531		$ 30,531	PD insurance recovery from 11/15/22 #2023030169
6	293	293-5103-44810	Columbarium Expenses	Expense	$ -	$ 600		$ 600	Interment & Name plate engraving
7	301	301-3503-45555	Misc Exp	Expense	$ -	$ 2,252		$ 2,252	Pay back Impact fees - Drake Wehrs March 2022
8	315	315-9003-80860	Infrastructure	Expense	$ -	$ 50,000		$ 50,000	Mcadoo Water line & Street project
9	403	403-1203-49930	Transfer Out	Expense	$ -	$ 62,383		$ 62,383	Transfer Out of Loan PPRF-4968 for reimbursements 13,14,&15
9	315	315-8001-39935	Transfer In	Revenue	$ -	$ 52,087		$ 52,087	Transfer In of Loan PPRF-4968 for reimbursements 13 & 14
9	315	315-8005-39935	Transfer In	Revenue	$ -	$ 10,296		$ 10,296	Transfer In of Loan PPRF-4968 for reimbursement 15
10	101	101-1099-32380	Local/State Grants	Revenue	$ 1,147,319	$ 225,000		$ 1,372,319	Law Enforcement Recruitment #23-ZH5048-96 1st year disbursement (Res. No. 18 23/24)
10	101	101-1007-40110	Full Time Wages	Expense	$ 931,399	$ 143,152		$ 1,074,551	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41205	FICA - Regular	Expense	$ 11,506	$ 8,875		$ 20,381	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41210	FICA - Medicare	Expense	$ 13,384	$ 2,076		$ 15,460	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41215	PERA	Expense	$ 159,456	$ 15,460		$ 174,916	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41225	Health Insurance	Expense	$ 191,913	$ 40,464		$ 232,377	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41226	Retiree Insurance	Expense	$ 31,426	$ 5,368		$ 36,794	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41235	Unemployment Ins.	Expense	$ 500	$ 162		$ 662	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)
10	101	101-1007-41240	Worker's Comp Assess	Expense	$ 160	$ 30		$ 190	Law Enforcement Recruitment #23-ZH5048-96 1st year payroll (Res. No. 18 23/24)

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Amanda Forrister, Mayor (Date)

Revenue COA		
21220 Laws of 2023-Recruitement-LER -(Year 1)	0001 No Department	47120 State - Law Enforcement Appropriation
Expenditures COA		
21220 Laws of 2023-Recruitement-LER -(Year 1)	3001 Law Enforcement	51020 Salaries - Full-Time Positions

If you have any questions please reach out to me. Thank you and have a great day.

Kathleen Coates
Budget & Finance Analyst | Local Government Division
Department of Finance and Administration
Email: Kathleen.coates@dfa.nm.gov
Cell: (505) 487-3907| **Fax:** (505) 824-4948
407 Galisteo St. Room 202 |Santa Fe, New Mexico 87501

RESOLUTION NO. 18 23/24

A RESOLUTION REQUESTING DISBURSEMENT OF LAW ENFORCMENT NEW OFFICER FUNDS

WHEREAS, the appropriation was approved by the City Commission of the City of Truth or Consequences, New Mexico, on October 25, 2023, pursuant to Chapter 6, Article 76 NMSA 1978; and

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Truth or Consequences, State of New Mexico hereby adopts the appropriation in the amount of $225,000 for the first year, $112,500 for the second year and $56,250 for the third year; hereinabove described and attached and respectfully requests disbursement of funds from the New Mexico Department of Public Safety

PASSED, ADOPTED and **APPROVED** this **25th day of October, 2023.**

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

RECIPIENT:

City of Truth or Consequences

APPROPRIATION NUMBER:	TOTAL ALLOCATION AMOUNT:	REVERSION DATE:
23-ZH5048-96	**$393,750.00**	**June 30, 2024**

ALLOCATION PURPOSE

Three Hundred and Ninety Three Thousand Seven Hundred and Fifty Dollars and Zero Cents over three years to hire law enforcement/support positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed 100% up to $225,000 the first year, 50% up to $112,500 the second year, and 25% up to $56,250 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended from July 1, 2023, through June 30, 2024; the second 50% disbursement will be made in August 2024 to be expended by June 30, 2025; and the last disbursement of 25% will be made in August 2025 to be expended by June 30, 2026. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Recruitment Report, providing updates on the hiring of law enforcement/support positions.

CERTIFICATION

I hereby certify that the **City of Truth or Consequences**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

Local Law Enforcement Agency — Date: 10/25/23

Authorized Local Governing Body Authority — Date: 10/25/2023

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number **23-ZH5048-96** in the amount of **$393,750.00.**

Wesley Billingsley
Director, Local Government Division

Date

State of New Mexico

Department of Finance and Administration

Warrant Remittance

Business Unit: 34100	Department of Finance & Admin	Bataan Memorial Bldg.	Santa Fe, NM 87501	Ph: 505/827-3943

Warrant No: 2001408443 Date: 11/01/2023 Supplier Number: 0000054340 Supplier Name: CITY OF TRUTH OR CONSEQUENCES

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Late Charge	Paid Amount
23-ZH5048-96 PR1	26.Oct.2023	24000662	225,000.00	0.00	0.00	225,000.00

Contact Nick Apodaca 505-795-2002 Invoice #23-ZH5048-96 PR1

101-1099-32380
Local/State Grants

Warrant Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
2001408443	11/01/2023	$225,000.00	$0.00	$0.00	$225,000.00

THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK - HOLD AT ANGLE TO VIEW

56-382
412

State of New Mexico

THE TREASURER OF THE STATE OF NEW MEXICO
WILL PAY THROUGH HIS FISCAL AGENT

Department of Finance and Administration
Santa Fe, New Mexico

11/01/2023 Date
VOID AFTER ONE YEAR
2001408443
$225,000.00***
PAY THIS AMOUNT

Pay: ****TWO HUNDRED TWENTY-FIVE THOUSAND AND XX / 100DOLLAR ****

To: CITY OF TRUTH OR CONSEQUENCES
POLICE DEPARTMENT
507 MCADOO ST
T OR C NM 87901-0000

Wayne Propst
Secretary of Dept. of Finance and Administration

⑈2001408443⑈ ⑆041203824⑆ 9600170954⑈

DOCUMENT #11

Truth or Consequences

My Budget Report
Account Summary
For Fiscal: 2023-2024 Period Ending: 12/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - General								
Expense								
101-1002-40105	ELECTED OFFICIAL WAGES-MUNI COURT	20,998.00	20,998.00	3,230.40	20,997.60	0.00	0.40	100.00 %
101-1002-40110	FULL-TIME WAGES-MUNI COURT	19,552.00	19,552.00	2,924.80	19,011.20	0.00	540.80	97.23 %
101-1002-41205	FICA-REGULAR-MUNI COURT	2,515.00	2,515.00	328.24	2,184.45	0.00	330.55	86.86 %
101-1002-41210	FICA-MEDICARE-MUNI COURT	588.00	588.00	76.76	510.88	0.00	77.12	86.88 %
101-1002-41215	PERA-MUNI COURT	2,112.00	2,112.00	315.88	2,045.91	0.00	66.09	96.87 %
101-1002-41225	HEALTH INSURANCE-MUNI COURT	18,856.00	18,856.00	3,456.56	19,168.36	0.00	-312.36	101.66 %
101-1002-41226	RETIREE INSURANCE	587.00	587.00	131.61	570.31	0.00	16.69	97.16 %
101-1002-41235	UNEMPLOYMENT INSURANCE-MUNI COURT	162.00	162.00	0.00	0.00	0.00	162.00	0.00 %
101-1002-41240	WORKER'S COMP ASSESSMENT	20.00	20.00	4.60	9.20	0.00	10.80	46.00 %
101-1002-41785	WORKER'S COMP. PREMIUMS	207.00	207.00	0.00	89.16	0.00	117.84	43.07 %
101-1002-43465	RENT OF EQUIPMENT	1,785.00	1,785.00	0.00	0.00	0.00	1,785.00	0.00 %
101-1002-43735	POSTAGE/MAIL SERVICE-MUNI COURT	125.00	125.00	0.00	0.00	0.00	125.00	0.00 %
101-1002-43740	PRINTING/PUBLISHING	0.00	109.00	0.00	0.00	108.76	0.24	99.78 %
101-1002-43770	SUBSCRIPTION & DUES	11,050.00	6,296.00	0.00	4,218.57	0.00	2,077.43	67.00 %
101-1002-43775	TELEPHONE	1,500.00	1,500.00	391.84	1,170.37	399.63	-70.00	104.67 %
101-1002-44606	OFFICE SUPPLIES	1,500.00	1,500.00	0.00	1,153.91	246.53	99.56	93.36 %
101-1002-48598	PROFESSIONAL SERVICES	1,250.00	3,130.00	398.74	398.74	2,731.26	0.00	100.00 %
101-1002-48599	OTHER CONTRACTUAL SERVICES	1,450.00	4,215.00	1,500.00	1,500.00	4,125.50	-1,410.50	133.46 %
	Expense Total:	**84,257.00**	**84,257.00**	**12,759.43**	**73,028.66**	**7,611.68**	**3,616.66**	**95.71%**
	Fund: 101 - General Total:	**84,257.00**	**84,257.00**	**12,759.43**	**73,028.66**	**7,611.68**	**3,616.66**	**95.71%**
	Report Total:	**84,257.00**	**84,257.00**	**12,759.43**	**73,028.66**	**7,611.68**	**3,616.66**	**95.71%**

	X1 Judge	Margaret	Margaret X 3	Total	Budget		BAR
101-1002-40105	$ 1,615.20			$ 1,615.20	$ 0.40	$ 1,615.00	$ 1,615.00
101-1002-40110		$ 1,462.40	$ 4,387.20	$ 5,849.60	$ 540.80	$ 5,308.80	$ 5,309.00
101-1002-41205	$ 87.00	$ 77.32	$ 231.96	$ 396.28	$ 330.55	$ 65.73	$ 66.00
101-1002-41210	$ 20.00	$ 18.08	$ 54.24	$ 92.32	$ 77.12	$ 15.20	$ 16.00
101-1002-41215		$ 157.94	$ 473.82	$ 631.76	$ 66.09	$ 565.67	$ 566.00
101-1002-41225	$ 864.14	$ 864.14	$ 2,592.42	$ 4,320.70	$ (312.36)	$ 4,633.06	$ 4,634.00
101-1002-41226		$ 43.87	$ 131.61	$ 175.48	$ 16.69	$ 158.79	$ 159.00
							$ 12,365.00

DOCUMENT #12

STATE OF NEW MEXICO SUBRECIPIENT AGREEMENT
FOR
THE REGIONAL RECREATION CENTERS QUALITY OF LIFE PROGRAM

COVER PAGE

State Agency Department of Finance and Administration	**Agreement Number** **23-ZH5053-52**
Subrecipient Name City of Truth or Consequences **Subrecipient Unique Entity Identifier (UEI)** YRPKBBHU1EJ8	**Subaward Period of Performance** Start Date *July 1, 2023* End Date *June 30, 2024*
Subaward Amount $ 48,188.00 (This amount reflects the amount of federal funds obligated by this action and the current financial obligation)	**Subaward Budget Period** Start Date *July 1, 2023* End Date *June 30, 2024*
Subaward Project Description (Purpose) Grant of Coronavirus State and Local Fiscal Recovery Funds to plan and design the Louis Armijo Sports Complex in Truth or Consequences in Sierra County.	
Exhibits The following are Exhibit and Attachments are included within this Agreement: 1. Exhibit A, Federal Award Information 2. Exhibit B, Scope of Work and Budget 3. Exhibit C, Federal Provisions 4. Exhibit D, Assurances of Compliance with Civil Rights Requirements 5. Exhibit E, Davis-Bacon Act Requirements (If Applicable) 6. Exhibit F, Eligible and Restricted Uses of CSFRF Funds 7. Exhibit G, CSFRF Quarterly Reports	
Contact Information Pass-Through Entity (State): Agency Name: Local Government Division of Department of Finance and Administration Representative: Alison Gillette Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: Alison.Gillette@dfa.nm.gov	Subrecipient: Name: City of Truth or Consequences Representative: Amanda Forrister Title: Mayor Address: 505 Sims St T or C NM, 87901 Email: amanda.forrister@torcnm.org

FEDERAL AWARD IDENTIFICATION

In accordance with the Code of Federal Regulations (C.F.R.), 2 C.F.R. Part 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Awarding Office	United States Department of the Treasury
Grant Program	Coronavirus Local Fiscal Recovery Fund
Assistance Listing Number	21.027
Federal Award Date	June 9, 2021
Award End Date	October 31, 2026
Indirect Cost Rate	
Research and Development Award?	No
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount in Federal Award (this is not the amount in the grant agreement)	$1,751,542,935.00

SUBRECIPIENT AGREEMENT BETWEEN
THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
City of Truth or Consequences

THIS SUBRECIPIENT AGREEMENT is hereby made and entered into this 20th day of November 2023, by and between the New Mexico Department of Finance and Administration ("DFA") (hereinafter referred to as "**STATE**"), and City of Truth or Consequences (hereinafter referred to as "**SUBRECIPIENT**").

WHEREAS, the U.S. Department of Treasury (hereinafter referred to as "Treasury" or "GRANTOR") has made federal funds available to the STATE under the Coronavirus State and Local Fiscal Recovery Fund ("CSLFRF") Program (Assistance Listing Number ("ALN") 21.027);

WHEREAS, Recipients under the CSLFRF Program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 that receive a CSLFRF award. Subrecipients under the CSLFRF Program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the CSLFRF award on behalf of the recipient;

WHEREAS, Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSLFRF statute, CSLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable; and,

WHEREAS, this Agreement addresses the flow of funds from the Treasury above to the STATE who will then provide the same referenced subaward funds to the SUBRECIPIENT, as legally allowed by the relevant law and regulations, for any approved scope of work as further discussed in Section 1 of this agreement;

NOW THEREFORE, the STATE and the SUBRECIPIENT do mutually agree to the following terms and conditions of this agreement:

1. **Definitions**

   a. "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

   b. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

   c. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
   d. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner.

The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against State, or the appointment of a receiver or similar officer for State or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

e. "**Budget**" means the budget for the Work described in Exhibit B.

f. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the legal public holidays.

g. "**Effective Date**" means the date on which this Agreement is approved and signed by the New Mexico agency, as shown on the Signature for this Agreement.

h. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

i. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.

j. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.

k. "**Goods**" means any movable material acquired, produced, or delivered by State as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by the State in connection with the Services.

l. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

m. "**STATE**" means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.

n. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system

hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

o. **"Initial Term"** means the time period defined in the agreement.

p. **"IPRA"** means the Inspection of Public Records Act, a New Mexico state law that provides the public and media access to public information. The law requires open access to almost all public records in state and local government, with few exceptions

q. **"Matching Funds"** means the funds provided the State as a match required to receive the Grant Funds.

r. **"Party"** means the State or STATE, and **"Parties"** means both the State and Subrecipient.

s. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

t. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

u. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

v. **"Services"** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.

w. **"State Confidential Information"** means any and all State Records not subject to disclosure under IPRA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under IPRA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to IPRA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently

becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

x. **"State Fiscal Year"** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

y. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under IPRA.

z. **"Subcontractor"** means third parties, if any, engaged by Subrecipients to aid in performance of the Work.

aa. **"Tax Information"** means federal and State of New Mexico tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

bb. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

cc. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

dd. **"Work"** means the Goods delivered and Services performed pursuant to this Agreement.

ee. Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

2. **Scope of Work**

The GRANTOR has provided funds, through its CSLFRF Program, to the STATE who is then providing this same funding to the SUBRECIPIENT in accordance with this Agreement. Information related to the federal award is attached as **"Exhibit A."** The SUBRECIPIENT shall perform the services and necessary tasks required in order to accomplish the objectives of the GRANTOR'S Program which have been agreed to by the STATE, as outlined in **"Exhibit B."**

SUBRECIPIENT'S full and timely performance of Exhibit B-Scope of Work shall include strict compliance with all applicable federal, state or local laws, regulations and administrative policies as they relate to the SUBRECIPIENT'S specific approved project including but not limited to the references above as well as the following:

(a) SUBRECIPIENT will comply with 31 C.F.R. Part 35 Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

(b) SUBRECIPIENT will comply with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the C.F.R.

(c) SUBRECIPIENT will adhere to both the Federal Procurement Laws contained in 2 C.F.R. Part 200.318 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in the New Mexico Procurement Code.

(d) SUBRECIPIENT will adhere to the requirements of the GRANTOR'S CSLFRF Program.

(e) SUBRECIPIENT will adhere to the Scope of Work and Budget in Exhibit B.

(f) SUBRECIPIENT will comply with Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 where applicable.

(g) SUBRECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 C.F.R. Part 200.326 which is further discussed in Section 7 of this agreement.

(h) SUBRECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 7 of this agreement.

(i) SUBRECIPIENT will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in Section 7 of this agreement. SUBRECIPIENT agrees to alert the STATE immediately if a contractor working for the SUBRECIPIENT becomes debarred or suspended.

(j) SUBRECIPIENT acknowledges and agrees that the STATE is a "recipient" of CSLFRF funds as such term is used in the CSLFRF regulations, and SUBRECIPIENT shall provide, upon the reasonable request of the STATE, financial and performance reports sufficient to demonstrate SUBRECIPIENT'S compliance with CSLFRF and as otherwise necessary for STATE to satisfy the subrecipient monitoring and management requirements of 2 C.F.R. Part 200.331 to 200.333.

Pursuant to information submitted to the STATE for inclusion in the GRANTOR'S CSLFRF Program, the SUBRECIPIENT shall perform the following tasks:

Properly procure and complete the project substantially as described in Exhibit B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the SUBRECIPIENT. The ownership of any property furnished hereunder will be the property of the SUBRECIPIENT. The SUBRECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUBRECIPIENT.

In compliance with the above, the SUBRECIPIENT agrees to notify the STATE and federal GRANTOR, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to the SUBRECIPIENT. In addition, if an annual inventory is requested by the STATE then the SUBRECIPIENT will provide prompt access to all inventory records.

3. **Term of Agreement**

The term of this agreement shall become effective upon execution by DFA for the period of July 1, 2023 through June 30, 2024. All funds must be obligated by the SUBRECIPIENT by June 1, 2024, and all funds must be expended by June 30, 2024, and reimbursement requested by the SUBRECIPIENT to the STATE by July 15, 2024.

4. **Payment Terms of Grant Funding**

a. The maximum budget for the scope of work identified in Section 1 above:

$48,188.00 (Forty Eight Thousand One Hundred Eighty Eight Dollars and Zero Cents)

b. Taxes. Subaward, budget amount includes applicable New Mexico tax, including but not limited to the New Mexico Gross Receipts and Compensating Tax at N.M.S.A. (1978) § 7-9-1 *et seq.* ("NMGRT"). The SUBRECEIPENT is subject to and shall be liable for payment of all applicable New Mexico taxes, at the prevailing rate, for all work performed under Exhibit B—Scope of Work. The SUBRECIPIENT is solely responsible for the payment of all applicable New Mexico taxes.

c. Payment Procedures

(1) The STATE shall pay the SUBRECIPIENT in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B. SUBRECIPIENT segregate, on each invoice, the applicable New Mexico tax.

(2) SUBRECIPIENT shall initiate payment requests by invoice to the STATE, in a form and manner approved by the STATE.

(3) The STATE shall pay each invoice within forty-five (45) days following the STATE's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by the SUBRECIPIENT and previously accepted by the STATE during the term that the invoice covers. If the STATE determines that the amount of any invoice is not correct, then SUBRECIPIENT shall make all changes necessary to correct that invoice.

(4) The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

Advancement of funds, under this Agreement, is contingent upon the SUBRECIPIENT complying with all of the requirements for allowable uses for funds under the CSLFRF Program and providing sufficient documentation to the STATE as reasonably determined by the STATE. The SUBRECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the STATE.

d. Financial Documentation

The SUBRECIPIENT will provide copies of all related financial documentation to the STATE with the first quarterly report, supplying sufficient documentation to meet the reporting requirements of the CSLFRF Program. Any questioned costs which may occur at any point in this process (including the five (5) year period after grant closeout by the federal GRANTOR) will be the sole responsibility of the SUBRECIPIENT with respect to any activity covered by this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

5. **Reporting, Monitoring, and Review**

a. Requirements

The SUBRECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the Subrecipient has timely achieved the Scope of Work stated in Exhibit B to this Subaward. The ongoing monitoring of the SUBRECIPIENT will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

b. Risk Assessment

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight.

c. Monitoring

Monitoring and review activities will be detailed in a Monitoring Plan based on the STATE'S risk assessment of the SUBRECIPIENT and will be provided to the SUBRECIPIENT. The Monitoring Plan may include, but not be limited to, the SUBRECIPIENT'S technical progress compared to the intended milestones and deliverables; the SUBRECIPIENT'S actual expenditures compared to the approved budget, review of SUBRECIPIENT'S reimbursement requests including detailed backup documentation, or other subject matter specified by the STATE.

d. Performance and Final Status

SUBRECIPIENT shall submit all financial, performance and other reports to the STATE no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the STATE, containing an evaluation and review of SUBRECIPIENT's performance and the final status of SUBRECIPIENT's obligations hereunder.

e. Violations Reporting

SUBRECIPIENT shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The STATE or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 C.F.R. Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

f. Inspection

SUBRECIPIENT shall permit the STATE, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe SUBRECIPIENT Records during the Record Retention Period. SUBRECIPIENT

shall make SUBRECIPIENT Records available during normal business hours at SUBRECIPIENT's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the STATE, unless the STATE determines that a shorter period of notice, or no notice, is necessary to protect the interests of the STATE.

g. Final Audit Report

SUBRECIPIENT shall promptly submit to the STATE a copy of any final audit report of an audit performed on SUBRECIPIENT's records that relates to or affects this Agreement or the Work, whether the audit is conducted by SUBRECIPIENT or a third party. Additionally, if SUBRECIPIENT is required to perform a single audit under 2 C.F.R. Part 200.501, *et seq.*, then SUBRECIPIENT shall submit a copy of the results of that audit to the STATE within the same timelines as the submission to the federal government.

6. **Amendments and Assignments**

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

7. **Records, Audits, and Other Grant Compliance Issues**

It is understood that this agreement may be utilized as part of the American Rescue Plan Act (Coronavirus State and Local Fiscal Relief Fund – ALN 21.027) and therefore both parties agree to maintain accounts and records, including personnel, property, and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above program. The SUBRECIPIENT will comply with all applicable federal law, regulations, executive orders, grant policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the STATE, SUBRECIPIENT, or any other party pertaining to any matter resulting from the agreement.

a. Work Product Information

(1) The SUBRECIPIENT may receive from the STATE work product information that the STATE utilizes. The SUBRECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUBRECIPIENT further acknowledges that the STATE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

(2) With respect to the SUBRECIPIENT'S use of any work product transmitted by or originally created by the STATE, the SUBRECIPIENT acknowledges it is the SUBRECIPIENT'S decision to act accordingly. The SUBRECIPIENT has the option to either adopt such product as the SUBRECIPIENT'S own or the SUBRECIPIENT may utilize the following other options available to the SUBRECIPIENT:

i. Modify the STATE'S work product appropriate to the SUBRECIPIENT'S own needs;

ii. Create and adopt the SUBRECIPIENT'S own work product separate from the STATE'S work products; or,

iii. Adopt a work product created by other State or Federal agencies when applicable to the SUBRECIPIENT'S needs.

(3) If the SUBRECIPIENT utilizes any of the STATE'S work products in any way then the SUBRECIPIENT acknowledges that the STATE makes no representations or warranties with regard to the same.

b. Audit

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be maintained and retained for five (5) years after closeout of the grant program. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

c. Records

The STATE and SUBRECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUBRECIPIENT also agrees to provide the STATE, the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG), Pandemic Relief Accountability Committee (PRAC), or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

(1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this Agreement;

(2) **Termination Provision** requires all contracts in excess of $10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this Agreement;

(3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts (See Exhibit C);

(4) For all applicable contracts in excess of $100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay (See Exhibit C);

(5) For all contracts that meet the definition of "funding agreement" under 37 C.F.R. Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 C.F.R. Part 401 (*See* Exhibit C);

(6) All contracts, subcontracts and sub-grants in excess of $150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act** (*See* Exhibit C);

(7) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. Part 180)** which prohibit the contracting with any party listed on the "System for Award Management" (SAM), formerly identified as the "Excluded Parties List System" (EPLS.gov), which identifies all parties that have active exclusions (i.e., suspensions, debarments) imposed by a federal agency (*See* Exhibit C);

(8) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting in influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding $100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to

influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352 (*See* Exhibit C);

(9) For all construction contracts in excess of $2,000 and required by federal grant regulations, the **Davis Bacon Act** which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly (*See* Exhibit E);

(10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 C.F.R. Part 200.216 prohibits use of federal grant or loan funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 C.F.R. Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products); and,

(12) **Procurement of Recovered Materials** as required by 2 C.F.R. Part 200.323 which requires procurements in excess of $10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

(1) **Civil Rights Act of 1964,** including Title VI, which states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;

(2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance;

(3) **Americans with Disabilities Act of 1990,** with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity;

(4) **Section 504 of the Rehabilitation Act of 1973,** if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a

disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency);

(5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled;

(6) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;

(7) **Reporting Provision** requires that all contracts should include a requirement that the SUBRECIPIENT assist the STATE, when applicable, with any awarding agency requirements and regulations pertaining to reporting;

(8) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the STATE formally closes out each federal program (STATE and SUBRECIPIENT grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required);

(9) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections;

(10) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of $10,000, to purchase flood insurance;

(11) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system;

(12) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste;

(13) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint;

(14) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval;

(15) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges; and,

(16) **Section 603 Title VI of the Social Security Act** which establishes the Coronavirus State and Local Fiscal Recovery Fund and identifies eligible and ineligible uses for the Fund monies (See Exhibit E).

In compliance with Section 7(a)(7) above, the SUBRECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e., suspensions, debarments) on the "System for Award Management" (SAM) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUBRECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the SAM or otherwise been debarred from contracting on any projects involving federal funds.

In no event shall the SUBRECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been debarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement, then both the SUBRECIPIENT and STATE must be notified. STATE may, at its sole discretion, immediately implement the termination provisions discussed in Section 12 below if the SUBRECIPIENT decides to continue with the project using a "debarred" or "active exclusion" contractor or subcontractor.

8. **Liability and Indemnity**

a. Liability

This Agreement is intended for the benefit of the STATE and the SUBRECIPIENT and does not confer any rights upon any other third parties. All rights by and between the STATE and the SUBRECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

b. Indemnity

The SUBRECIPIENT will indemnify, defend, and hold harmless the STATE, including the

STATE'S employees and agents, from and against any and all claims or liabilities arising from the fault of the SUBRECIPIENT, its employees or agents in carrying out the SUB RECIPIENT'S duties and obligations under the terms of this agreement. The STATE will indemnify, defend, and hold harmless the SUBRECIPIENT, including the SUBRECIPIENT'S employees and agents, from and against any and all claims or liabilities arising from the fault of the STATE, its employees or agents in carrying out the STATE'S duties and obligations under the terms of this agreement. Notwithstanding the forgoing, in no event shall SUBRECIPIENT be liable for, and shall not indemnify, defend or hold harmless STATE for, any loss or liability resulting from the gross negligence or willful misconduct of STATE. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

9. **Insurance**

SUBRECIPIENT shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the STATE.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all SUBRECIPIENT or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

v. $1,000,000 each occurrence; and
vi. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

vii. $1,000,000 each occurrence; and
viii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

ix. $1,000,000 each occurrence; and
x. $1,000,000 general aggregate.

B. Additional Insured

The STATE shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of SUBRECIPIENT and Subcontractors. This means the certificate of insurance shall explicitly state: "The State of New Mexico is an additional insured."

C. Primacy of Coverage

Coverage required of SUBRECIPIENT and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by SUBRECIPIENT or the STATE.

D. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to SUBRECIPIENT.

E. Subrogation Waiver

All commercial insurance policies secured or maintained by SUBRECIPIENT or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against SUBRECIPIENT or the STATE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

F. Certificates

For each commercial insurance plan provided by SUBRECIPIENT under this Agreement, SUBRECIPIENT shall provide to the STATE certificates evidencing SUBRECIPIENT's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. SUBRECIPIENT shall provide to the STATE certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if SUBRECIPIENT's Subcontractor is not in effect as of the Effective Date, SUBRECIPIENT shall provide to the STATE certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following SUBRECIPIENT's execution of the Subcontractor. No later than fifteen (15) days before the expiration date of SUBRECIPIENT's or any Subcontractor's coverage, SUBRECIPIENT shall deliver to the STATE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the STATE, SUBRECIPIENT shall, within seven (7) Business Days following the request by the STATE, supply to the STATE evidence satisfactory to the STATE of compliance with the provisions of this section.

10. **Breach**

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §11 for that Party. Notwithstanding any provision of this Agreement to the contrary, the STATE, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the STATE.

11. **Remedies**

a. STATE's Remedies

If SUBRECIPIENT is in breach under any provision of this Agreement and fails to cure such breach, the STATE, following the notice and cure period set forth in §10, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The STATE may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of SUBRECIPIENT's uncured breach, the STATE may terminate this entire Agreement or any part of this Agreement. Additionally, if SUBRECIPIENT fails to comply with any terms of the Federal Award, then the STATE may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. SUBRECIPIENT shall continue performance of this Agreement to the extent not terminated, if any.

1. Obligations and Rights

To the extent specified in any termination notice, SUBRECIPIENT shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, SUBRECIPIENT shall complete and deliver to the STATE all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the STATE, SUBRECIPIENT shall assign to the STATE all of SUBRECIPIENT's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, SUBRECIPIENT shall take timely, reasonable and necessary action to protect and preserve property in the possession of SUBRECIPIENT but in which the STATE has an interest. At the STATE's request, SUBRECIPIENT shall return materials owned by the STATE in SUBRECIPIENT's possession at the time of any termination. SUBRECIPIENT shall deliver all completed Work Product and all Work Product that was in the process of completion to the STATE at the STATE's request.

2. Payments

Notwithstanding anything to the contrary, the STATE shall only pay SUBRECIPIENT for accepted Work received as of the date of termination. If, after termination by the STATE, the STATE agrees that SUBRECIPIENT was not in breach or that SUBRECIPIENT's action or inaction was excusable.

3. Damages and Withholding

Notwithstanding any other remedial action by the STATE, SUBRECIPIENT shall remain liable to the STATE for any damages sustained by the STATE in connection with any breach by SUBRECIPIENT, and the STATE may withhold payment to SUBRECIPIENT for the purpose of mitigating the STATE's damages until such time as the exact amount of damages due to the STATE from SUBRECIPIENT is determined. The STATE may withhold any amount that may be due SUBRECIPIENT as the STATE deems necessary to protect the STATE against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the STATE in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The STATE, in its discretion, may exercise one or more of the following additional remedies:

1. Suspend Performance

Suspend SUBRECIPIENT's performance with respect to all or any portion of the Work pending corrective action as specified by the STATE without entitling SUBRECIPIENT to an adjustment in price or cost or an adjustment in the performance schedule. SUBRECIPIENT shall promptly cease performing Work and incurring costs in accordance with the STATE's directive, and the STATE shall not be liable for costs incurred by SUBRECIPIENT after the suspension of performance.

2. Withhold Payment

Withhold payment to SUBRECIPIENT until SUBRECIPIENT corrects its Work.

3. Deny Payment

Deny payment for Work not performed, or that due to SUBRECIPIENT's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

4. Removal

Demand immediate removal of any of SUBRECIPIENT's employees, agents, or Subcontractors from the Work whom the STATE deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the STATE to be contrary to the public interest or the STATE's best interest.

5. Intellectual Property

If any Work infringes, or if the STATE in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, SUBRECIPIENT shall, as approved by the STATE (i) secure that right to use such Work for the STATE and SUBRECIPIENT; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the STATE.

b. SUBRECIPIENT's Remedies

If the STATE is in breach of any provision of this Agreement and does not cure such breach, SUBRECIPIENT, following the notice and cure period in §10 and the dispute resolution process in §12, shall have all remedies available at law and equity.

12. **Termination of Agreement and Dispute Resolution**

While both parties agree to negotiate all contractual disputes in good faith, the STATE reserves the right to terminate this Agreement at any time upon written notice of termination or if the SUBRECIPIENT has failed to comply with the terms of this Agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUBRECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the State of New Mexico. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

13. **Conflicts of Interest**

a. Actual Conflicts of Interest

SUBRECIPIENT shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of SUBRECIPIENT under this Agreement. Such a conflict of interest would arise when a SUBRECIPIENT or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the STATE, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

b. Apparent Conflicts of Interest

SUBRECIPIENT acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the STATE's interests. Absent the STATE's prior written approval, SUBRECIPIENT shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of SUBRECIPIENT's obligations under this Agreement.

c. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if SUBRECIPIENT is uncertain whether a conflict or the appearance of a conflict has arisen, SUBRECIPIENT shall submit to the STATE a disclosure statement setting forth the relevant details for the STATE's consideration. Failure to promptly submit a disclosure statement or to follow the STATE's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

14. **Notices and Representatives**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered:

a. by hand with receipt required;

b. by certified or registered mail to such Party's principal representative at the address set forth below; or

c. as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement.

If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. **Rights in Work Product and Other Information**

a. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, SUBRECIPIENT hereby assigns to the STATE, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that SUBRECIPIENT cannot make any of the assignments required by this section, SUBRECIPIENT hereby grants to the STATE a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The STATE may assign and license its rights under this license.

ii. Patents

In addition, SUBRECIPIENT grants to the STATE (and to recipients of Work Product distributed by or on behalf of the STATE) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by SUBRECIPIENT that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the STATE.

iii. Assignments and Assistance

Whether or not SUBRECIPIENT is under Agreement with the STATE at the time, SUBRECIPIENT shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the STATE, to enable the STATE to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. SUBRECIPIENT assigns to the STATE and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

b. Exclusive Property of the STATE

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing STATE Records, STATE software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the STATE (collectively, "STATE Materials"). SUBRECIPIENT shall not use, willingly allow, cause or permit Work Product or STATE Materials to be used for any purpose other than the performance of SUBRECIPIENT's obligations in this Agreement without the prior written consent of the STATE. Upon termination of this Agreement for any reason, SUBRECIPIENT shall provide all Work Product and STATE Materials to the STATE in a form and manner as directed by the STATE.

c. Exclusive Property of SUBRECIPIENT

SUBRECIPIENT retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to SUBRECIPIENT including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by SUBRECIPIENT under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "SUBRECIPIENT Property"). SUBRECIPIENT Property shall be licensed to the STATE as set forth in this Agreement or a STATE approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the STATE from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. **General Provisions**

a. Assignment

SUBRECIPIENT's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the STATE. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of SUBRECIPIENT's rights and obligations approved by the STATE shall be subject to the provisions of this Agreement.

b. Subcontractors

SUBRECIPIENT shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the STATE. SUBRECIPIENT shall submit to the STATE a copy of each such subgrant or Subcontract upon request by the STATE. All subgrants and Subcontracts entered into by SUBRECIPIENT in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of New Mexico, and shall be subject to all provisions of this Agreement. If the entity with whom SUBRECIPIENT enters into a Subcontract or subgrant would also be considered a SUBRECIPIENT, then the Subcontract or subgrant entered into by SUBRECIPIENT shall also contain provisions permitting both SUBRECIPIENT and the STATE to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

c. Binding Effect

Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

d. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

e. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

f. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

g. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

h. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the STATE Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

i. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable New Mexico law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the STATE.

j. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

k. External Terms and Conditions

Notwithstanding anything to the contrary herein, the STATE shall not be subject to any provision included in any terms, conditions, or agreements appearing on SUBRECIPIENT's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

l. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

m. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

n. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

o. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

p. Standard and Manner of Performance

SUBRECIPIENT shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in SUBRECIPIENT's industry, trade, or profession.

q. Licenses, Permits, and Other Authorizations

SUBRECIPIENT shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

r. Compliance with State and Federal Law, Regulations, and Executive Orders

SUBRECIPIENT shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

17. **Severability, Entire Agreement and Captions**

This Agreement shall be governed by and construed in accordance with the laws of the State New Mexico. If any provision of this Agreement is held invalid, void, or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a

manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this Agreement. This Agreement, any CSLRF Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the STATE and the SUBRECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement and other documents, the terms of this Agreement shall control.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

IN WITNESS WHEREOF, the STATE and the SUBRECIPIENT do hereby execute this Agreement as of the date of signature by the STATE below.

THIS GRANT AGREEMENT has been approved by:

City of Truth or Consequences:

Amanda Forrister, Mayor	Date

NEW MEXICO DEPARTMENT OF DEPARTMENT OF FINANCE AND ADMINISTRATION:

Wesley Billingsley, Local Government Division Director	Date

EXHIBIT A

FEDERAL AWARD INFORMATION

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: Coronavirus State and Local Fiscal Recovery Funds

Subrecipient Name: **City of Truth or Consequences**

Subrecipient Unique Identification (ID) Number: **YRPKBBHU1EJ8**

Federal Award Identification Number: Coronavirus State and Local Fiscal Recovery Funds

Subaward Period of Performance (Start and End Date): July 1, 2023 through June 30, 2024

Amount of Federal Funds Obligated to Subrecipient: **$48,188.00**

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Coronavirus State and Local Fiscal Recovery Funds

Name of Federal Awarding Agency: U.S. Department of the Treasury

Name of Pass-Through Entity and Contact Information:

Department of Finance and Administration
407 Galisteo Street
Santa Fe, NM 87501
(505) 827-4985

Assistance Listing Number (ALN): 21.027

EXHIBIT B

SCOPE OF WORK AND BUDGET

SUBRECIPIENT will use CSLFRF funds to provide full performance of all tasks listed below. CSLFRF funds will be requested monthly according to the Request for Payment procedures specified in this Agreement. All funds shall be obligated and expended by SUBRECIPIENT in accordance with this Agreement. The period of performance to execute work and/or incur costs against the $48,188.00 subaward funding for this project is July 1, 2023 – June 30, 2024, unless extended by the New Mexico legislature. Monthly reports shall be provided to the STATE showing costs incurred to the $48,188.00 subaward funding.

To plan and design the Louis Armijo Sports Complex in Truth or Consequences in Sierra County.

I. Significant Changes to Scope of Work

The SUB RECIPIENT is required to notify and seek written approval of the STATE in advance of any proposed material changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the STATE to re-evaluate the eligibility of the work under this Subaward.

EXHIBIT C

FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of New Mexico is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSFRF statute, CSFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of New Mexico agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the state identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the New Mexico State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID Number" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei

3. **COMPLIANCE.**

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of New Mexico, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, State programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. **SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.**

4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Subrecipient shall provide its UEI number to its State, and shall update Subrecipient's information in SAM at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. **TOTAL COMPENSATION.**

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. **REPORTING.**

6.1. Subrecipient shall report data elements to SAM and to the State as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. **EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.**

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above CSFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by the State as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. **SUBRECIPIENT REPORTING REQUIREMENTS.**

8.1. Subrecipient shall report as set forth below.

8.1.1. Subrecipient shall use the CSFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the CSFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and

ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:

i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband

meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to the State no later than five (5) days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient UEI Number;

8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization UEI Number;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its State, the following data elements:

8.1.3.1. Subrecipient's UEI Number as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report

available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employement and Wage Statistics, whichever is higher, OR the eligible worker reciving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over $10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the

civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and the applicable State agency. The State of New Mexico may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – CSFRF Reporting Modification Form.

9. **PROCUREMENT STANDARDS.**

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. **ACCESS TO RECORDS.**

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. **SINGLE AUDIT REQUIREMENTS.**

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the State, Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] **Davis-Bacon Act**. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). See Exhibit E.

12.1.3. **Rights to Inventions Made Under a grant or agreement**. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. **Debarment and Suspension** (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. **Never Agreement with the enemy** (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. **Prohibition on certain telecommunications and video surveillance services or equipment** (2 CFR 200.216). The State is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. **Title VI of the Civil Rights Act**. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. **CERTIFICATIONS.**

13.1. Subrecipient Certification. Subrecipient shall sign a "State of New Mexico Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, the State may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. **EXEMPTIONS.**

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

EVENT OF DEFAULT AND TERMINATION.

14.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of New Mexico may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of New Mexico under the Grant, at law or in equity.

14.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR section 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

EXHIBIT D

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of New Mexico has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury, apply to your organization. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the Legislature and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Organization Name: City of Truth or Consequences

Subrecipient Organization Representative: Amanda Forrister

Title: Mayor

Signature_____

Date: _____

Agreement with Subrecipient of Federal Recovery Funds
Terms And Conditions

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and State Agency. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and State agency.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of New Mexico understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Agency or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Agency shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of

10. the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of New Mexico by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons

resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for Agreement or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

61. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and

Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and

implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT E

DAVIS-BACON ACT REQUIREMENTS
(IF APPLICABLE)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of $2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. section 5.2(m).

- The $2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds $2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. section 5.5(a)(6).

- Construction, alteration, or repair activities – Are those occurring at the "site of the work" that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. section 5.2(j).

- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally assisted contract or project. See 29 C.F.R. section 5.2(l).

- Application to Governmental Agencies - Governmental agencies, such as states or their political subdivisions, are not subject to the Davis Bacon Act requirements when construction work is being performed by their own employees on a "force account" basis. See 29 C.F.R. section 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. section 4.116; F.A.R. section 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. section 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;

- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. sections 3.5-3.6);

- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called "Mini-Davis-Bacon Acts") are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts, and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over $100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. section 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: (www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf 1321).

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, recipient should attach the completed SF-1444 form using the "Add File" button. The SF-1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. sections 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The

recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. section 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

EXHIBIT F

ELIGIBLE AND RESTRICTED USES OF CSLFRF FUNDS

As described in the CSLFRF statute and summarized above, there are four enumerated eligible uses of CSLFRF award funds. As a recipient of an award under the CSLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of CSLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the CSLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and,
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of CSLFRF award funds: recipients may not deposit CSLFRF funds into a pension fund; recipients that are States or territories may not use CSLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use CSLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of CSLFRF funds outside the scope of eligible uses, including that recipients generally may not use CSLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

EXHIBIT G

CSFRF SUBRECIPIENT QUARTERLY REPORT

1. **CSFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**

   1.1 The CSFRF Subrecipient Quarterly Report Workbook must be submitted to the STATE within ten (10) calendar days following each quarter ended September, December, March and June.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: G.2

SUBJECT: Discussion/Action: Resolution No. 29 23/24 Approval of Special Election Proclamation/Resolution.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 29, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:
A Referendum Petition was submitted against Ordinance No. 756. As per NM State Statute Section 3-14-17 Upon verification of a referendum petition, the commission shall adopt a resolution calling for the holding of a special election on the measure. The number of signatures required for the petition was 209. After verification of the petition, it was determined that there were 241 valid signatures on the petition which exceeded the number required for an election.
The date of the Special Election will be March 19, 2024. The election will be held via **mail ballot only** and it will be conducted by the Sierra County Clerk.

Recommendation:

Approval of Special Election Resolution/Proclamation.

Attachments:

- Special Election Resolution/Proclamation and supporting documents.

-

Fiscal Impact (Finance): **N/A**

$0.00

Legal Review (City Attorney): **Yes**

.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 29 23/24 Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 1-03-24

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

RESOLUTION NO. 29 23/24

A PROCLAMATION RESOLUTION CALLING A SPECIAL ELECTION ON TUESDAY, MARCH 19, 2024

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

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

Whereas, the earliest date upon which a special election may be called pursuant to Section 1-24-1 NMSA 1978 is March 19, 2024.

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

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

A. A Special Election will be held by mail through the Office of the County Clerk, 101 N. Date Street, Truth or Consequences, New Mexico, on **Tuesday, March 19, 2024.** It shall be conducted by mail ballot (ONLY) to all City of Truth or Consequences qualified registered electors.
B. Voters shall be asked whether the following measure shall be adopted:

ORDINANCE NO. 756: Authorizing the issuance and sale of the City of Truth or Consequences New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023 in one or more series in an aggregate principal amount not to exceed $4,500,000 for the purpose to (1) Acquire, Construct, Furnish, Equip, Beautify and improve a public safety building for the benefit of the city and its residents, (2) to refinance, pay and discharge certain of the City's Outstanding loan agreement with the New Mexico Finance Authority, and (3) pay costs of issuance of the Series 2023 Bonds; Providing that the series 2023 Bonds will be payable and collectible from and secured by a pledge of the gross receipts tax distributed to the city pursuant to Section 7-1-6.4 NMSA 1978, as amended; providing for the disposition of the receipts derived from said tax proceeds; approving the delegation of authority to make certain determinations regarding the sale of the Series 2023 Bonds pursuant to the supplemental Public Securities Act; providing for the terms and other details concerning the Series 2023 Bonds; providing for certain documents pertaining to the series 2023 Bonds; Ratifying action previously taken; repealing all actions inconsistent with this ordinance; authorizing the taking of other actions in connection with the issue and sale of the Series 2023 Bonds.

FOR THE ABOVE MEASURE ☐
AGAINST THE ABOVE MEASURE ☐

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

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

PASSED, APPROVED and **ADOPTED** this 3rd day of **January**, **2024**.

_____
Amanda Forrister, Mayor

ATTEST:

_____
Angela A. Torres, City Clerk

2021 New Mexico Statutes
Chapter 3 - Municipalities
Article 14 - Commission-Manager Form of Government; Municipalities Over 1,000
Section 3-14-17 - Commission-manager; referendum; subjects petition; election; effect; repeal of emergency measure.

Universal Citation: NM Stat § 3-14-17 (2021)

A. If within thirty days following the adoption of an ordinance or resolution, a petition, signed by the qualified electors in a number more than twenty percent of the average number of voters who voted at the previous four regular municipal elections or more than twenty percent of the number of voters who voted at the previous regular municipal election, whichever is the greater, is presented to the commission asking that the ordinance or resolution in question be submitted to a special election for its adoption or rejection, the ordinance or resolution shall become ineffective upon verification of the petition and the commission shall within ten days of verification adopt a resolution calling for the holding of a special election on the measure within ninety days of the verification of the petition.

B. The ballot shall contain the text of the ordinance or resolution in question. Below the text shall be the phrases:

"For the above measure", and

"Against the above measure",

followed by spaces for marking the ballot with a cross or check or other mark necessary for proper counting of the ballot, in order to cast a vote for the phrase desired. If a majority of the votes cast favor the measure, it shall take effect immediately. If a majority of the votes cast are against the measure, it shall not take effect.

C. If an ordinance or resolution is an emergency measure, it shall go into effect immediately, but it may be repealed by an adverse majority at a referendum election.

History: 1953 Comp., § 14-13-17, enacted by Laws 1965, ch. 300; 1985, ch. 208, § 113.

Total Election Voters per year:

2023 – 1044 (Final verification made by SOS on 12/11/2023) Please see supporting documents.
2021- 878 *(City opted into the Local Election Act in 2020 which changed year of the Municipal Elections).*
2018 - 771
2016 - 628

Total of the last 4 Elections = 3321
Average of last 4 Elections = 830
X 20% = 166

Or 20% of 2023 (last election) = 209

The greater number is **209** which is twenty percent of the number of voters who voted at the previous regular municipal election. **209 signatures are required**.

Certification Approved for Circulation on: **November 17, 2023**
Thirty days of the date of verification of the petition is: **December 18, 2023**

Petition Form Approved for Circulation on: 12/1/2023 by: Angela A Torres
(Date) Angela A Torres, City Clerk

RECEIVED
DEC 15 2023

PETITION FOR A REFERENDUM ON ORDINANCE 756

We, the undersigned voters of the City of Truth or Consequences, NM, hereby petition the governing body of the City of Truth or Consequences, NM to conduct a referendum election on Ordinance number 756 that would create an indebtedness of $4,500,000 plus interest and related costs to the Citizens of Truth or Consequences. per NM Stat § 3-14-17 (2021)

Full Ordinance Title on Back of this sheet.

Date	Print Name	Print Address	Signature †
11/17/23	Ron FENN	316 N FOCH ST	
11/18/23	Eric Molina	116 N Foch St.	
11/18/23	Carla-lee Perkins	116 N Foch St	
11/18/23	Eric Wagner	116N. Foch st	
11/18/23	CAROLYNE. CAZARES	303 FOCH ST	
11/18/23	MICHAEL MATTINGLY	300 N FOCH	
11/18/23	Lauren Felber	413 N Foch	
11/18/23	Rosemary Vegas	417 N. Foch	
11/18/23	Wanott Zacharzuk	511 N Foch	
11/18/23	Tannis A. Bauers	600 N. Foch	

† Verification

NOTICE: Any person or any municipal or county official knowingly violating the provisions of this section, knowingly providing or causing to be provided any false information on a petition or forging a signature or otherwise signing a petition when that person knows the person is not a qualified elector in the municipality is guilty of a fourth degree felony. NMSA § 3-1-5. Q.

Petition Form Approved for Circulation on: 11/17/2023 by: Angela A Torres
(Date) Angela A Torres, City Clerk

RECEIVED
DEC 15 2023
By

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Full Ordinance Title on Back of this sheet.

Date	Print Name	Print Address	Signature †
11/18/23	DUSTIN WETHERS	407 Foch St	
11/19/23	Kathleen Burris	302 Ivy, Apt B	
11/19/23	SAMUEL R. HARRIS	314 IVY ST.	
11/19/23	DORA HARRIS	314 Ivy Street	
11/19/23	Marcus Valencia	302 Ivy #7	
11/19/23	Dixie Trujillo	302 IVY #C	
11/19/23	Carolyn Peterson	302 IVY st.	
11/19/23	Roy D Moore	302 Ivy Tor	
11/19/23	Tobi Varnell	224 Ivy St	
11/19/23	JANET HULSE-SMITH	210 JUNIPER	

† Verification

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Petition Form Approved for Circulation on: 11/17/2023 (Date) by: Angela A Torres, City Clerk

RECEIVED
DEC 15 2023
By

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Full Ordinance Title on Back of this sheet.

Date	Print Name	Print Address	Signature †
11/20/23	Susan D. Crow	711 Kopra St.	Susan Crow
11/20/23	Richard G. Abers	904 Juniper	Richard Abers
11/20/23	Jason Meehan	917 Juniper	
11/20/23	Patricia Lucero	920 Ivy	Patricia Lucero
11/2023	Stuart Pendleton	918 Ivy St.	
11/20/23	Linda Thacker	909 Juniper St.	Linda Thacker
11/2023	Ron Dankert	475 POST 910 Juniper St	
11/20/23	Yarrow Dankert	910 Juniper St.	Yarrow Dankert
11/20/23	BARBARA KELLY	1303 N. RIVERSIDE DR	
11/20/23	Rosie Burke	810 Juniper St.	

† Verification

NOTICE: Any person or any municipal or county official knowingly violating the provisions of this section, knowingly providing or causing to be provided any false information on a petition or forging a signature or otherwise signing a petition when that person knows the person is not a qualified elector in the municipality is guilty of a fourth degree felony. NMSA § 3-1-5. O.

RECEIVED
DEC 15 2023
By AD

Petition Form Approved for Circulation on: 11/17/2023 by: Angela A. Torres
(Date) Angela A Torres, City Clerk

PETITION FOR A REFERENDUM ON ORDINANCE 756

We, the undersigned voters of the City of Truth or Consequences, NM, hereby petition the governing body of the City of Truth or Consequences, NM to conduct a referendum election on Ordinance number 756 that would create an indebtedness of $4,500,000 plus interest and related costs to the Citizens of Truth or Consequences. per NM Stat § 3-14-17 (2021)

Full Ordinance Title on Back of this sheet.

Date	Print Name	Print Address	Signature †
11/21/23	Mary Kininger	602 Wyoma	Mary Kininger
11-22-23	~~CARY Gorski~~	~~203 Main St~~ 700 MATSON	~~Cary Gorski~~
11/21/23	David Brink	607 Oak St	David R Brink
11/21/23	DAYNA LOGAN	220 N. Foch St #3	Dayna Logan
11/21/23	John Doherty	922 Camino de Mesa	John Doherty
11/21/23	Guy Lovell	2720 Carter Trail Juniper	Guy Lovell
11/21/23	Kathleen Everett	701 Jupiter St Trail C	Kathleen Everett
11/21/23	Steve Garcia	1715 Caballo Rd	Steve Garcia
11/21/23	Mike P. Doyle	414 Juniper St.	Mike P. Doyle
11/21/23	Terrence Slade	314 Juniper st	Terrence Slade

† Verification

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Date	Print Name	Print Address	Signature †
11/19/23	John Noel	316 N. Foch	
11/19/23	MARGARET HAWORTH	1408 ALAMEDA	Margaret Haworth
11/20/23	MILLIE McLEOD	704 MAGNOLIA	Millie McLeod
11/20/23	Frank Skinner	1048 Riverside #13	Frank Skinner
11/20/23	KEVIN L. ZELENKA	515 VAN PATTEN ST.	Kevin L. Zelenka
11/20/23	DIANE GUNNING	709 WYOMING ST	Diane Gunning
11/21/23	Orlando Rasendez	1800 E 3rd	
11/21/23	Raul Aguilar	318 Ivy St.	
11/21/23	William Krueger	318 IVY St.	
11/21/23	Jean Cofield	406 Ivy St.	Jean Cofield

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Date	Print Name	Print Address	Signature †
11/22/23	Jessicca Kumaalla	509 Kopra St	Jessicca Kumaalla
11/22/23	Gayle Cooper	410 Kopra	Gayle Cooper
11/22/23	Ralph Cooper	410 Kopra	Ralph Cooper
11/22/23	JAY J. KELLERBROEK	314 KOPRA TorC, NM 87901	Jay J Kellerbrk
11/22/23	RHONDA S. BRITTAN	314 KOPRA ST	Rhonda Britton
11/22/23	Olivia Childress	609 Kopra St.	Olivia Childress
11/22/23	Donna R Briggs	610 Kopra St.	Donna R Briggs
11/23/23	Susan McGeachy	714 Kopra St.	
11/26/23	Pauline Raedeke	919 Kopra	Pauline Raedeke
11/26/23	Bonnie Lovell	921 Kopra	Bonnie Lovell

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Date	Print Name	Print Address	Signature †
11/20/25	James Thompson	611 Van Patten.	James E. Thompson
11/30/23	THERESA RICE	1048 E RIVERSIDE #11	
11/30/23	JEAN MASTELLONE	1048 E. Riverside #06	
11/30/23	GONZALO OLVERA	1048 E Riverside #3	
11/30/23	NORMAN R. LANDRY	1075 E RIVERSIDE	Norman R. Landry
11/30/23	Nanetta L Landry	1075 E Riverside	Nanetta L Landry
11/30/23	TREVOR CLOCK	1110 Riverside Apt 26	
11/30/23	Stefan Z Kaleon	119 N Bich St	Stefan Z Kaleon
11/30/23	Browning	John E. 1280 E Riverside	
11/30/23	Karen Schillebeeckx	1365 E. Riverside Dr	Karen Schillebeeckx

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Date	Print Name	Print Address	Signature †
11/25/23	Floyd R Hock	618 Marr St #7 TorC, NM 87901	
11/25/23	David B. Barefoot	#8 618 Marr	
11/25/23	Aurelia Lambrecht	819 Ivy	
11/27/23	Gary Burrows	1101 East 7th Ave	
11/27/23	Vicky Burrows	1101 East 7th Ave	
11/27/23	David M Foss	1517 Broad St.	
11/29/23	Freddie Bierner Sr	1511 south Broadway	
11/28/23	Shelby Schue	216 E 2nd	
11/29/23	Phillip Davis	1505 Steel St	
11/29/23	Kellisha Bierner	1511 S. Broadway TorC, nm	

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Date	Print Name	Print Address	Signature †
11/29/23	Devina Figueroa	1735 N. Kopra	Devina Figueroa
12/12/23	Cynthia Ludvigson	930 Hillcrest	Cynthia Ludvigson
12/12/23	Kenneth Olivas	107 Hillcrest	Kenneth Olivas
12/12/23	LINDA JOHNSON	840 HILLCREST	Linda Johnson
12/12/23	Julie J. Harris	111 Hillcrest	Julie J. Harris
12/12/23	Robert Wiley	102 Hillcrest cir.	Robert Wiley
12/12/23	James Nasty	718 Pine St. James Nasty	James Nasty
12/12/23	Mike Nasty	471 E 8th	Mike Nasty
12/12/23	Antonia Rodriguez Soto	300 S Pershing ~~1935 S Broadway~~	Antonia Rodriguez Soto
12/12/23	Melissa Ewell	204 S Date St ~~744 Juniper~~	Melissa Ewell

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Date	Print Name	Print Address	Signature †
11/30/23	LINDA MARTIN	906 POPLAR ST	Linda Martin
11/30/23	EVELYN HUTCHINSON	806 VANPATTEN	Evelyn Hutchinson
12/2/23	LINDA LAWLESS	805 CAMINO DE MESA	Linda Lawless
12/2/23	Joyce GARRETT	605 Camino DE Cielo	Joyce Garrett
12/2/23	FRED GARRETT	605 Camino DE Cielo	Fred Garrett
12/2/23	ANDACE STOKES	602 Camino del Cielo	
12/2/23	Samuel Stockett	413 Camino Cielo	
12/2/23	Carl Ciasulli	409 Camino del Cielo	CMC
12/2/23	Janice Borchart	829 Hillcrest	Janice Borchart
12/2/23	JORDAN CONNERS	411 MAIN ST	

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Date	Print Name	Print Address	Signature †
11/26/23	JIM L. AGUIRRE JAMES	125 CEDAR ST. APT 6	Jim Aguirre
11/25/23	Cynthia Collins	1755 Birch St Apt 39	Cynthia Collins
11/27/23	Marlena Benjamin	360 W 5th Ave	
11/27/23	Claude Downs	418 Locust	Claude Downs
11/27/23	Linda F Downs	418 Locust	Linda Downs
12/02/23	Neal Weeks	802 E Joffre	
12/02/23	KATHLEEN KRYSINSKI-WEEKS	802 E. JOFFRE	Kathleen Krysinski-Weeks
12/2/23	William L. Butler	1500 Riverside Dr	William L Butler
12/2/23	Betty A. Butler	1500 G. Riverside Dr	Betty A. Butler
12/2/23	RICK HENSON RICHARD	805 CAMINO DE MESA	

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CITY OF TRUTH OR CONSEQUENCES

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Date	Print Name	Print Address	Signature †
11/22/23	Sally A. Row	590 Mims #3 TorC NM 87901	Sally A. Row
11/22/23	Jessica Logreira	590 Mims #6, TorC, NM 87901	Jessica Logreira
11/22/23	Chris Slate	590 Mims St # 6 87901	
11/22/23	Gretchen Krueger	306 s Pershing	Gretchen Krueger
11/22/23	Rick Dumiak	705 Cranes Torc	
11/22/23	Cliff Heydt	149 S. Date TorC	C Clifford Heydt
11/22/23	Kathleen Krupa	717 N Maple St	Kathleen Krupa
11/22/23	Rebecca Otero	558 Mims St	R. Otero
11/22/23	MAUREEN T. HAMILTON	505 E. 3rd T/C	Maureen T. Hamilton
11/22/23	NEIL HAMILTON	505 E. 3rd T/C	Neil Hamilton

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Date	Print Name	Print Address	Signature †
11/22/23	James Snow	226 S. Cedar St T or C, NM 87901	
11/23/23	James L. Row	590 Mims #3	
11/23/23	David W. Peterson	503 Mims #1	
11/23/23	Elizabeth DiGiacomo	651 Morgan St #2	
11/24/23	Charles VanGelder	207 S Arrowhead T or C NM	
11/24/23	Sharon VanGelder	207 S. Arrowhead T/C, NM	Sharon VanGelder
11/24/23	Carole DeMayo	210 W Reservoir	
11/24/23	Daniel Bias	110 N MAPLE ST	
11/25/23	James Jacobs	209 S. Pine St.	
11/25/23	Vanessa McDonald	411 Grape Street	

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Date	Print Name	Print Address	Signature †
12/01/23	ARIEL DOUGHERTY	1580 N. Caballo Rd/T/C	
12/12/23	BARBARA HOCT	1201 ORE	
12/12/23	JOE JOSEPH SHANK	1207 ORE	
12/12/23	NORA SHANK	1207 ORE	
12/12/23	Barbara Rich	1213 ORE	
12/12/23	Lori Willoughby	1311 ORE ST	
12/12/23	FRANK CONDE	1309 ore st	
12/12/23	Marylyn Bascom	1402 ore	
12/12/23	Relic Vasquez	1402 ORE	
12/12/23	Susanna Garcia	1405 ORE	

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Date	Print Name	Print Address	Signature †
12/3/23	Sylvia B. Davis	810 Sierra Vista	Sylvia B. Davis
12/13/23	Israel L. Davis	810 Sierra Vista	Israel Davis
12/4/2023	PRINT NAME Louise Hewett	PRINT ADDRESS 313 N. Foch	SIGNATURE L Y Hewett
12/13/23	Susan Lee	802 Sierra Vista	
12/13/23	Davis Janos	804 Sierra Vista	
12/13/23	JENELL JANOS	804 SIERRA VISTA	
12/13/23	Mary Chapman	800 Sierra Vista	
12/13/23	Wayne E Goffena	608 Sierra Vista	Wayne E Goffena
12/13/23	Kay Goffena	608 Sierra Vista	Kay Goffena
12/13/23	CRISTOBAL SALINAS	763 SIERRA VISTA	

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Date	Print Name	Print Address	Signature †
11/26/23	Yvette Dickinson	801 Marie St.	Yvette Dickinson
11/26/23	Curtis Dickinson	801 marie st	Curtis Dickinson
11/26/23	Samantha Whiteman	1003 Kopra St	Samantha Whiteman
11/26/23	Daniel C Holm	1008 Kopra St	Daniel C Holm
11/26/23	Keith Bond	1014 Kopra	Keith Bond
11/26/23	Glenda Kirchens	925 W. 8th Ave	Glenda Kirchens
11/30/23	Susan Buhler	303 MAIN HUB (SB) P.O. BOX 71 T.O.C. 87901	Susan E. Buhler
11/30/23	Rebecca Speakes	808 N. Pershing St	Rebecca M Speakes
11/30/23	Consuelo A. Griego	708 Palo Verde T or C	Consuelo A Griego
11/30/23	Daniel G Griego	708 Palo Verde T or C	Daniel G Griego

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CITY OF TRUTH OR CONSEQUENCES
CORPORATE CLERK

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Date	Print Name	Print Address	Signature †
12/7/23	Sidney S. Bryan	605 Broadway St	Sidney S. Bryan
12/7/23	DENNIS C. STOECKEL	901 JUNIPER	
12/7/23	OTTO RIGAN	595, SOUTH FOCH ST	
12/6/23	PATRICK GUERRARD	180 WEST 9th ST	
12/8/23	Magdalene Smith	407 Ivy Street	
12/11/23	MARY GRACE Mobley	703 OAK	Mary Grace Mobley
12/11/23	Douglas GRAHAM	115 W. 2nd Ave	Douglas Graham
12/11/23	Paul E. Johnson	936 N. Caballo Rd	Paul E. Johnson
12/11/23	Dhulkti S. Bartolomi	608 Poplar St.	dhulkti s. bartolomi
12/11/23	Jared Wells	701 Poplar St	

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Date	Print Name	Print Address	Signature †
11/29/2023	GREGORY KENT KOERBER	209 GRAPE ST.	
11/29/23	MARY E. MURRAY	208 Grape St	
11/29/23	Jeffrey J. Sullivan	1301 E. 5th St.	
11/29/23	CHARLES FLINK	412 GRAPE ST.	
11/29/23	Joanne FLink	412 GRAPE ST.	
11/29/23	ROSELYN FORTNER	508 GRAPE ST	
11/29/23	KARI ANDRIKOPOULOS	514 Grape St	
11/29/23	JEFFREY BRUSH	701 GRAPE ST	
11/29/23	Phillip Reedy	718 Grape St	
11/29/23	Robin Kurth	718 Grape St	

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Date	Print Name	Print Address	Signature †
11/28/23	Dennis Dunnum	811 N. Silver	
12/06/23	Randy Goad	185 S. Arrowhead	
12/6/23	Robert Taylor	111 W. 2nd Ave	
12/07/23	Carmen Goad	185 S. Arrowhead	
12/11/2023	Kyle Smith	721 Charles St.	
12/11/23	Terry L. Dant	Jr. 419 Charles st	Terry L. Dant
12/11/23	Andrew A. Halsey	408 Fir Street	
12/11/23	CYNTHIA BACA	618 N. MAGNOLIA ST	Cynthia M. Baca
12/11/23	Sandra MA Larrabe	301 Osborn Lane	
12/11/23	Elke M Hammer	700 W 4th Ave	

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Date	Print Name	Print Address	Signature †
12/11/23	CAROL J. Wild	418 FIR	Carol J. Wild
12/11/23	Ronald J. Golubski	1005 Locust T/C	Ronald J Golubski
12/11/23	Teresa Varela	1504 corzine Torc	
12/12/23	Bert's Lawyer	511 Holpa	Bert Lawyer
12/12/23	KATHLEEN GUERNSEY	1180 E RIVERSIDE DR	Kathleen Guernsey
12/12/23	John Wiard	706 Locust	John Wiard
12/13/23	Patrick Purdum	906 N Foch ST	
12/12/23	Joseph Ferrell	1203 N. Pershing ST. Apt. B	Joe Ferrell
12/12/23	CLAIR GRAY	1203 N PERSHING ST	Clair Gray
12/12/23	Charles Beehler	1201 N Pershing	Charles Beehler

† Verification

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Petition Form Approved for Circulation on: 11/17/2023 by: Angela A. Torres
(Date) Angela A Torres, City Clerk

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DEC 15 2023

PETITION FOR A REFERENDUM ON ORDINANCE 756

We, the undersigned voters of the City of Truth or Consequences, NM, hereby petition the governing body of the City of Truth or Consequences, NM to conduct a referendum election on Ordinance number 756 that would create an indebtedness of $4,500,000 plus interest and related costs to the Citizens of Truth or Consequences. per NM Stat § 3-14-17 (2021)

Full Ordinance Title on Back of this sheet.

Date	Print Name	Print Address	Signature †
11/21/2023	MARYAM AGHAMIRI	900 Juniper St	M. Ag
11/22/23	SHAUN PAUL FESLER	105 S. Birch St Apt 28	Shaun Fesler
11/22/23	Donald Florence	512 N. Silver	Donald Florence
11/23/23	Alan Thomasson	716 N. Elm	Alan Thomasson
11/23/23	Sharon Nadelle	405 W 5th	Sharon Nadelle
11/23/23	FRED ROBERT COE	1607 CARRIE ST	Robert Coe
DATE 12/15/23	PRINT NAME Debra L Jones	PRINT ADDRESS 515 Corbett st	SIGNATURE Debra L Jones
11/29/23	Alex Peralta	~~205~~ 1770 Turtleback	Alex Peralta
11/29/23	Elaine Peralta	~~205~~ 1770 Turtleback	Elaine Peralta
11/29/23	BEVERLEY MANLEY	710 N Cabalero Rd	Beverley Manley

† Verification

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Full Ordinance Title on Back of this sheet.

Date	Print Name	Print Address	Signature †
11/21/23	DIXIE LEE	413 Ida	Dixie Lee
11/22/23	ESTILLE DEATON	917 Yucca St	Estille Deaton
11/22/23	Elizabeth Weed	704 N. Maple St	Elizabeth Weed
11/22/23	ROY RYDEN	1048 E. RIVERSIDE #7	Roy Ryden
11/22/23	Andrew E. DeArmant	~~300 S. Foch #2~~ 315 KRUGER ST	Andrew E. DeArmant
11/22/23	Blanca H Forth	1201½ Caballo Rd #9	Blanca H Forth
11/22/23	Mitchell Brown	405 Main	Mitchell Brown
11/22/23	Michael Linfor	320 Springland	Michael Linfor
11/22/23	JOHN KIM	1048 E RIVERSIDE #13	John Kim
11/22/23	Charlotte J. Terrill	315 W. 6th Ave.	Charlotte J. Terrill

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Full Ordinance Title on Back of this sheet.

Date	Print Name	Print Address	Signature †
11/22/23	Ann Swanson	310 N Birch Tor C	Ann M. Swanson
11/22/23	Roger Swanson	310 N Birch Tor C	
11/22/23	Bethanna Jenkins	313 N. Birch st Tor C	Bethanna Jenkins
11/22/23	James Boyd	414 N. Birch St	
11/22/23	Guillermo Little Garcia	515 N Birch	Guillermo Garcia
11/22/23	Clarence Jordan	612 N. Birch	
11/22/23	William Bill DeCoty	510 Ash St.	Bill DeCoty
11/22/23	Jennie Hogan	306 N Ash st	
11/22/23	Alex Apodaca	2335 S. Broadway #28	
11/22/23	Terry Garcia	119 Birch #2	

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Date	Print Name	Print Address	Signature †
11/29/23	Christina Reedy	718 grape st TorC	Christina Reedy
11/29/23	David Reedy	718 Grape St. TorC	David A. Reedy, MA..
12/3/23	JAMES D DAVIDSON	417 N Gold St TorC	
12/3/23	JANICE G ALLAN	417 N Gold St TorC	Janice G Allan
12/3/23	TORC [illegible]	501 Gold St	
12/3/23	David C. Vandy	502 N. Silver St. TorC	David C. Vandy
12/3/23	Myra L. Vandy	502 N Silver St TorC	Myra L Vandy
12/3/23	Neoma J. Gustin	410 N Gold St TorC	
12/5/23	Steven Baca	1203 Steel TorC	
12/5/23	Ronald Johnson	1507 Steel st TorC	Ronald John

† Verification

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Date	Print Name	Print Address	Signature †
11/22/23	ANNA DETRICK	1003 Locust St	Anna Detrick
11/24/23	JACQUELINE JAMESON	410 Ivy	Jameson
11/24/23	Mildred ~~Mattie~~ Russell	507 Ivy St	Mildred M Russell
11/24/23	Erica Rizzo	609 Ivy St	Erica Rizzo
11/24/23	MARCY RIZZO	609 Ivy	Marcy Rizzo
11/24/23	Maxine Cain	612 Ivy St.	Maxine Cain
11/24/23	ALEX ARREY	716 IVY ST.	Alex Arrey
11/24/23	Joseph L Schuab	810 IVY ST ~~Joseph L Schuab~~	
11/24/23	Danita Oldfield	811 Ivy St Tor C	Danita Oldfield
11/24/23	Emanuel Baray	404 N Foch St.	Emanuel Baray Jr

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Date	Print Name	Print Address	Signature †
11/25/23	Mary Natalia	618 E. 1st	Natalia A Padilla
11/25/23	Chantel Guidry	806 Van Patten #5	Chantel C. Guidry
11/25/23	Jon Samos	413 Maple	
11/25/23	Michele Foss	1517 Broad St., Tor	Michele Foss
11/25/23	Brenda Ferreira	165 N. Silver St #30	Brenda Ferreira
11/25/23	Alexandra E Nolan	PO Box 1210 EB NM 8735	Alexandra Nolan
11/25/23	Kevin McKay	1201 Caballo Rd 8	
11/25/23	Carolyn LaCasse	1201 Caballo Rd #8	Carolyn LaCasse
11/25/23	Linda Paige	616 N. maple St	Linda Paige
11/25/23	Rosie P. Bernal	520 E. 8th	Rosie P Bernal

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Date	Print Name	Print Address	Signature †
11/22/23	Greg Mellon	708 Van Patten	
11/24/23	Lisa Klang	595 Main St	
11/24/23	Marcus Hilliard	595 Main St	
11/25/23	Alan Buckridge	618 Main St	
11/25/23	Gingleine Gamble	P.O Box 208 Tor C N.M	
11/25/23	Evelyn D Aragon	226 So Cedar #54 Tor C, N.M 87901	
11/25/23	Pamela Holderman	PO Box 76 EBNM 87935	
11/25/23	Audie Decker	607 N Elm St.	
11/25/23	Marilyn Decker	607 N. Elm St	
11/25/2023	Bradley Marshall	1485 E 2nd Ave Tor C	

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Date	Print Name	Print Address	Signature †
11/24/23	Rebeca Baray	404 N Foch st	Rebe B.
11/24/23	Sid Smith (Sidney B Smith)	606 N Foch (606 FOCH)	
11/24/23	Craig Caswell	802 N Foch St	
11/24/23	Denise Caswell	802 N Foch St.	Denise Caswell
11/24/23	Mr. David Walker	812 Foch St	
11/24/23	Susan A Christie	905 N Foch St	
11/24/23	Bill B Brown	905 N Foch St	L
11/24/23	Brendan Tolley	914 N. Foch St.	
11/24/23	Gail Bartlett	920 Foch	
11/24/23	~~Ed~~ Doe Bartlett	920 Foch	

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Date	Print Name	Print Address	Signature †
11/24/23	Lana Taylor	921 N. Foch	Lana Taylor
11/24/23	Larry Taylor	921 N. Foch	
11/25/23	Virginia Cole	507 Corona	Virginia Cole
11/25/23	Deanna Garcia	610 Corona St	Deanna Garcia
11/25/23	Barbara Dewell	510 Corona St.	Barbara Dewell
11/25/23	Alma Griffee	506 Corona St	Alma Griffee
11/25/23	DAVID HELBERG	412 CAMINO DEL CIELO	David W. Helberg
11/25/23	Lori Melvin	400 Camino del Cielo	Lori Melvin
11/25/23	PAUL EICHLER	401 CAMINO DEL CIELO	Paul L Eichler
11/25/23	VERNONA KAY STARLIN	401 Camino del Cielo	Vernona Kay Starlin

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Date	Print Name	Print Address	Signature †
11/25/23	Russell Melvin Bulcan	400 Caminode Cielo	
12/05/23	Martha Johnson	1507 Steel St	
12/5/23	Jeff Barbour	717 Van Patten	
12/05/23	KATHLEEN HOGUE	407 FIR ST.	Kathleen Hogue
12/05/23	Roxanne H VanWormer	529 Van Patten #1	
12/5/23	Jan Van Brunt	2025 Simpson	
12/7/23	JACQUES MINASSIAN	615 WYOMA ST.	
12/7/23	Mary Louise Masingale	1714 CARRIE ST	
12/7/23	Rick Masingale	1714 CARRIE ST	
12/7/23	Barbara Morrow	1520 Mercury St	

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PETITION FOR A REFERENDUM ON ORDINANCE 756

	Names Of Valid Signatures
1	Ron Fenn, 316 N. Foch
2	Eric Molina, 116 N. Foch
3	Carla Lee Perkins, 116 N. Foch
4	Eric Wagner, 116 N. Foch
5	Carolyn Cazares, 803 Foch
6	Michael Mattingly, 300 N. Foch
7	Lauren Felber, 415 N. Foch
8	Rosemary Kques, 417 N. Foch
9	Wanett Zacharzuk, 511 N. Foch
10	Tannis A. Bauers, 600 N. Foch
11	Dustin Wehrs, 407 Foch
12	Kathleen Burris, 302 Ivy Apt. B
13	Samuel Harris, 314 Ivy
14	Dora Harris, 314 Ivy
15	Marcus Valencia, 302 Ivy #7
16	Dixie Trujillo, 302 Ivy Apt C
17	Carolyn Peterson, 302 Ivy St
18	Roy Moore, 302 Ivy St.
19	Tobi Varnell, 224 Ivy St.
20	Janet Hulse-Smith, 210 Juniper
21	Susan Crow, 711 Kopra
22	Richard Albers, 904 Juniper
23	Patricia Lucero, 920 Ivy
24	Stuart Pendleton, 918 Ivy St.
25	Linda Thacker, 909 Juniper
26	Yarrow Bankert, 910 Juniper
27	Rosie Burke, 810 Juniper
28	Mary Kinninger, 602 Wyona
29	David Brink, 607 Oak St.
30	Dayna Logan, 220 N. Foch St. #3
31	John Doherty, 922 Camino De Mesa
32	Guy Levell, 2720 Carter
33	Kathleen Everett, 701 Juniper
34	Mike P. Doyle, 416 Juniper St.
35	Terrence Schade, 314 Juniper St.
36	John Koel, 316 N. Foch
37	Margaret Haworth, 1408 Aluminum
38	Millie Mcleod, 704 Magnolia
39	Kevin L. Zelenka, 515 Van Patten St.
40	Diane Gunning, 705 Wyona St.
41	Raul Aguilar, 318 Ivy St.
42	William Krueger, 318 Ivy St.
43	Jean Conelo, 406 Ivy St.
44	Jessica Kumralla, 509 Kopra St.
45	Gayle Cooper, 410 Kopra
46	Ralph Cooper, 410 Kopra
47	Jay F. Ellenbroek, 314 Kopra
48	Rhonda S. Britton, 314 Kopra
49	Donna R. Briggs, 610 Kopra St.
50	Susan McGeachy, 714 Kopra St.
51	Pauline Raedeke, 919 Kopra
52	Bonnie Lovell, 921 Kopra
53	James Thompson, 811 Van Patten
54	Theresa Rice, 1048 E. Riverside #11
55	Jean Mastellone, 1048 E. Riverside #5

	Names Of Valid Signatures
56	Gonzalo Olvera, 1048 E. Riverside #3
57	Norman R. Landry, 1075 E. Riverside
58	Nanette L. Landry, 1075 E. Riverside
59	John E. Browning, 1280 E. Riverside
60	Karen Schillebeeckx, 1365 E. Riverside
61	Floyd R. Hock, 618 Main St. #7
62	David B. Barefoot, 618 Main #8
63	Aurelia Lambrecht, 619 Ivy
64	Gary Burrows, 1101 East 7th Ave.
65	Vicky Burrows, 1101 East 7th Ave.
66	David M. Foss, 1517 Broad St.
67	Freddie Biemer Sr., 1511 South Broadway
68	Shelby Schue, 216 E. 2nd
69	Phillip Davis, 1505 Steel St.
70	Illishia Biemer, 1511 S. Broadway
71	Davira Figueroa, 1735 Kopra
72	Cynthia Ludvigson, 950 Hillcrest
73	Kenneth Oliver, 107 Hillcrest
74	Linda Johnson, 840 Hillcrest
75	Julie L. Harris, 111 Hillcrest
76	Robert Wiley, 102 Hillcrest
77	James Hasty, 718 Pine St.
78	Linda Martin, 906 Poplar St.
79	Linda Lawless, 805 Camino De Mesa
80	Joyce Garrett, 605 Camino De Cielo
81	Freddie Garrett, 605 Camino De Cielo
82	Candace Stokes, 802 Camino De Cielo
83	Samuel Stockett, 413 Camino De Cielo
84	Carl Ciasulli, 409 Camino De Cielo
85	Janice Borchart, 829 Hillcrest
86	Jordan Conners, 411 Main St.
87	Cynthia Collins, 175 S. Birch Apt. 32
88	Marlena Benjamin, 360 W. 5th Ave.
89	Claude Downs, 418 Locust
90	Linda F. Downs, 418 Locust
91	Neal Weeks, 802 E. Joffre
92	Kathleen Krysinski-Weeks, 802 E. Joffre
93	William Buhler, 1500 E. Riverside
94	Betty A. Buhler, 1500 E. Riverside
95	Sally A. Row, 590 Mims #3
96	Jessica Zogreira, 590 Mims #6
97	Kathleen Krupa, 717 N. Maple
98	Rebecca Otero, 558 Mims St.
99	James C. Row, 590 Mims #3
100	David W. Peterson, 503 Mims #1
101	Elizabeth Digiacomo, 651 Morgan #2
102	Charles VanGelder, 207 S. Arrowhead
103	Sharon VanGelder, 207 S. Arrowhead
104	Carole DeMaio, 210 W. Riverside Dr.
105	James Jacobs, 209 S. Pine St.
106	Ariel Dougherty, 1580 N. Caballo Rd.
107	Barbbara Holt, 1201 Ore
108	Nora Shank, 1207 Ore
109	Barbara Rich, 1213 Ore
110	Lori Willoughby, 1311 Ore St.

	Names Of Valid Signatures
111	Frank Conde, 1309 Ore St.
112	Marylyn Bazzom, 1402 Ore
113	Reic Vasquez, 1402 Ore
114	Susanna Garcia, 1405 Ore
115	Sylvia B. Davis, 810 Sierra Vista Dr.
116	Israel Davis, 810 Sierra Vista Dr.
117	Louise Hewett, 313 N. Foch
118	Susan Lee, 802 Sierra Vista
119	David Janos, 804 Sierra Vista
120	Jenell Janos, 804 Sierra Vista
121	Mary Chapman, 800 Sierra Vista
122	Wayne Goffena, 608 Sierra Vista
123	Kay Goffena, 608 Sierra Vista
124	Cristobal Salinas, 703 Sierra Vista
125	Yvette Dickinson, 801 Marie St.
126	Curtis Dickinson, 801 Marie St.
127	Daniel C. Holm, 1008 Kopra St.
128	Keith Bond, 1014 Kopra
129	Rebecca Speaks, 808 N. Pershing
130	Consuelo A. Griego, 708 Palo Verde
131	Daniel G. Griego, 708 Palo Verde
132	Sidney S. Bryan, 605 Broadway St.
133	Dennis Stoeckel, 901 Juniper
134	Otto Rigan, 595 S. Foch
135	Patricia Guerard, 180 W. 9th St.
136	Magdalene Smith, 407 Ivy
137	Mary Mobley, 703 Oak
138	Douglas Graham, 115 W. 2nd Ave
139	Paul E. Johnson, 926 N. Caballo Rd.
140	Driselli S. Bartolomi, 608 Poplar
141	Jared Wells, 701 Poplar
142	Gregory Kent Koerber, 208 Grape St.
143	Mary E. Murray, 208 Grape
144	Jeffrey J. Sullivan, 1301 E. 5th St.
145	Charles Flirk, 412 Grape St.
146	Joanne Flirk, 412 Grape St.
147	Roselyn Fortner, 508 Grape St.
148	Kiri Andrikopoulos, 514 Grape
149	Jeffrey Brush, 701 Grape St.
150	Phillip Reedy, 718 Grape St.
151	Robin Kurth, 718 Grape St.
152	Dennis Dunnum, 811 N. Silver
153	Robert Taylor, 111 W. 2nd Ave.
154	Kyle Smith, 721 Charles St.
155	Terry L. Dant, 412 Charles
156	Andrew A. Halsey, 408 Fir St.
157	Cynthia Baca, 618 N. Magnolia
158	Sesche Larrabee, 301 Osborne
159	Elke Hammer, 730 W. 4th
160	Carol J. Wild, 418 Fir
161	Ronald J. Goluski, 1005 Locust
162	Bertis Lawyer, 811 Kopra
163	Kathleen Gurney, 1180 E. Riverside Dr.
164	Joseph Ferrell, 1203 N. Pershing Apt. B
165	Charles Beehner, 1201 N. Pershing

	Names Of Valid Signatures
166	Maryam Aghamiri, 900 Juniper
167	Shaun Paul Fesler, 105 S. Birch Apt. 28
168	Donald Florence, 512 N. Silver
169	Sharon Nadelle, 405 W. 5th
170	Fred R. Coe, 1607 Carrie St.
171	Alex Peralta, 1770 Turtleback
172	Beverly Manley, 710 N. Caballo Rd.
173	Dixie Lee, 413 Ivy
174	Estille Deaton, 917 Yucca St.
175	Roy Ryden, 1048 E. Riverside #7
176	Blanca Forth, 1201 Caballo Rd 39
177	Mitchell Brown, 405 Main
178	John Keirn, 1048 E. Riverside #13
179	Charlotte Terrill, 315 W. 6th Ave.
180	Ann Swanson, 310 N. Birch
181	Roger Swanson, 310 N. Birch
182	Bethann Jenkins, 313 N. Birch St.
183	James Boyd, 414 N. Birch St.
184	Clarence Jordan, 612 N. Birch
185	Jennie Hogan, 306 N. Ash
186	Terry Garcia, 119 Birch #22
187	Christina Reedy, 718 Grape St.
188	David Reedy, 718 Grape St.
189	James D. Davidson, 417 N. Gold St.
190	Janice G. Allen, 417 N. Gold St.
191	Tor Roberts, 501 N. Gold
192	David C. Vandy, 502 N. Silver
193	Myra L. Vandy, 502 N. Silver
194	Neoma I. Gustin, 410 N. Gold St.
195	Steven Baca, 1205 Steel
196	Ronald Johnson, 1507 Steel
197	Anna Detrick, 1003 Locust St.
198	Jaqueline Jameson, 410 Ivy
199	Erica Rizzo, 609 Ivy
200	Marcy Rizzo, 609 Ivy
201	Maxine Cain, 612 Ivy
202	Alex Arrey, 716 Ivy
203	Danita Oldfield, 811 Ivy
204	Emanuel Baray, 404 N. Foch
205	Chantel Guidry, 806 Van Patten #5
206	Jon Samos, 413 Maple
207	Michele Foss, 1517 Broad St.
208	Brenda Ferreira, 105 N. Silver #30
209	Kevin McQuay, 1201 Caballo Rd #8
210	Carolyn LaCasse, 1201 Caballo Rd #8
211	Linda Paige, 616 N. Maple
212	Rosie P. Bernal, 520 E. 8th
213	Alan Buckridge, 618 Main St.
214	Evelyn Aragon, 226 S. Cedar #54
215	Audie Decker, 607 N. Elm St.
216	Marilyn Decker, 607 N. Elm St.
217	Rebeca Baray, 404 N. Foch St.
218	Craig Caswell, 802 N. Foch
219	Denise Caswell, 802 N. Foch St.
220	David Walker, 812 Foch St.

Names Of Valid Signatures		Names Of Valid Signatures		Names Of Valid Signatures	Names Of Valid Signatures
221	Susan Christie, 905 N. Foch	236	Kathleen Hoguem 407 Fir St.		
222	Bill B. Brown, 905 N. Foch	237	Roxanne H. Vanwormer, 529 Van Patten #1		
223	Brendan Tolley, 914 N. Foch St.	238	Jan Van Brunt, 2025 simpson		
224	Gail Bartlett, 920 Foch	239	Jacques Minassian, 615 Wyona St.		
225	Lana Taylor, 921 N. Foch	240	Mary Louise Massingale, 1714 Carrie St.		
226	Larry Taylor, 921 N. Foch	241	Barbara Morrow, 1520 Mercury St.		
227	Virginia Cole, 507 Corona				
228	Jeanna Garcia, 610 Corona	241	TOTAL VALID SIGNATURES		
229	Barbara Dewell, 510 Corona				
230	Alma Griffee, 506 Corona				
231	David Helberg, 412 Camino De Cielo				
232	Lori Melvin, 400 Camino De Cielo				
233	Paul Eichner, 401 Camino De Cielo				
234	Veronica Starlin, 401 Camino De Cielo				
235	Martha Johnson, 1507 Steel St.				

SIGNATURES PURGED AS PER STATE STATUTE 3-1-5 (H3)
Clerk must examine the petition and the names, addresses and signatures on the petition, purge from the petition the signature of any person who is not shown as a qualified elector of the municipality on the list of registered voters provided by the county clerk, purge any signature that is a forgery or that is illegible, purge any signature that appears more than once or that cannot be matched to the name, address and signature as shown on the voter registration lists and the original affidavit of registration, purge the signature of any person who has not signed within the time limits set by law and purge the signature of any person who does not meet the qualifications for signing the petition as prescribed by law person who has not signed within the time limits set by law and purge the signature of any person who does not meet the qualifications for signing the petition as prescribed by law.

209	**Signatures required**
300	**Signatures submitted**
241	**Valid Signatures**
59	**purged Signatures**
300	Total Signatures

Signatures Verified on December 26, 2023

Angela A. Torres, City Clerk

ATTEST:

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

The City Commission of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the 15th day of November, 2023, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Mayor: Amanda Forrister

Commissioners: Rolf Hechler, Mayor Pro-Tem
Merry Jo Fahl, Commissioner
Destiny Mitchell, Commissioner
Shelly Harrelson, Commissioner

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. 756

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

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

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

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

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

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

WHEREAS, the City executed and entered into a loan agreement dated April 14, 2006 with the New Mexico Finance Authority in the original aggregate principal amount of $266,152, with $44,165 outstanding, which is payable from a 0.25% municipal gross receipts tax; and

WHEREAS, the City executed and entered into a loan agreement dated May 17, 2019 with the New Mexico Finance Authority in the original aggregate principal amount of $103,833, with $20,994 outstanding, which is payable from a 0.25% municipal gross receipts tax; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Commission" means the City Commission of the City.

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

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

"Event of Default" has the meaning assigned in Section 28.

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

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

"Fiscal Year" means the 12 months beginning on the first day of July of each calendar year and ending on the last day of June of the next calendar year, but it may mean any other 12-month period which any appropriate authority may hereafter establish for the its Fiscal Year.

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

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

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

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

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

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

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

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

"Owner" means the registered owner of any Bond

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

"Paying Agent" means BOKF, NA, Albuquerque, New Mexico (or successor in function), as agent for the City for the payment of the principal of and interest and premium, if any, on the Bonds.

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

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

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

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

"Project" means the Improvement Project and the Refunding Project.

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

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

"Refunded Bonds" means the outstanding 2006 NMFA Loan and 2019 NMFA Loan.

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

"Registrar" means BOKF, NA, Albuquerque, New Mexico (or successor in function), as registrar and transfer agent for the Bonds.

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

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

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

"Reserve Requirement" means an amount which is equal to the least of (i) ten percent (10%) of the proceeds of the Bonds as the term proceeds is used in Section 148(d)(1) of the Code, (ii) the maximum annual debt service on the Bonds, or (iii) one hundred twenty-five percent (125%) of the average annual debt service on the Bonds.

"Sale Certificate" means one or more certificates executed by the Mayor or Manager dated on or before the date of delivery of the Bonds, setting forth the following final terms of the Bonds: (i) the interest and principal payment dates; (ii) the principal amounts, denominations and maturity amortization; (iii) the sale prices; (iv) the interest rate or rates; (v) the interest payment periods; (vi) the redemption and tender provisions; (vii) the creation of any capitalized interest fund or a debt service reserve account, including the size and

funding of such fund(s); (viii) the amount of underwriting discount, if any; (ix) the federal tax status of the Bonds; (x) the method of sale; and (xi) the final terms of agreements, if any, with agents or service providers required for the purchase, sale, issuance and delivery of the Bonds, all subject to the parameters and conditions contained in this Bond Ordinance.

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

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

"State" means the State of New Mexico.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Bond Details.

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

B. Payment. The principal of and any prior redemption premium applicable to any Bond shall be payable to the Owner thereof as shown on the registration

books kept by the Registrar (which is appointed as registrar and transfer agent for the Bonds), upon maturity or prior redemption thereof and upon presentation and surrender at the office of the Paying Agent (which is appointed as paying agent for the Bonds). If any Bond shall not be paid upon such presentation and surrender at or after maturity or on a designated prior redemption date on which the City may have exercised its right to prior redeem any Bond pursuant to Section 7, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made to the registered owner thereof as of the Regular Record Date by check or draft mailed by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day without accruing any additional interest), to the Owner thereof on the Regular Record Date at such Owner's address as it last appears on the registration books kept by the Registrar on the Regular Record Date (or by such other arrangement as may be mutually agreed to by the Paying Agent and any registered owner on such Regular Record Date). All such payments shall be made in lawful money of the United States of America. The person in whose name any Bond is registered at the close of business on any Regular Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Regular Record Date and prior to such interest payment date; but any such interest not so timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name any Bond is registered at the close of business on a Special Record Date fixed by the Paying Agent for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for defaulted interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the Owners of the Bonds as of a date selected by the Paying Agent, stating the Special Record Date and the date fixed for the payment of such defaulted interest.

Section 7. Prior Redemption.

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

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

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

defect therein, shall not affect the validity of the proceedings for the redemption of any of the Bonds for which proper notice was given.

D. Conditional Redemption. If money or Federal Securities sufficient to pay the optional redemption price of the Bonds to be called for optional redemption are not on deposit with the Paying Agent prior to the giving of notice of optional redemption pursuant to paragraph (C) of this Section, such notice shall state such Bonds will be redeemed in whole or in part on the optional redemption date in a principal amount equal to that part of the optional redemption price received by the Paying Agent by 2:00 p.m. on the applicable optional redemption date. If the full amount of the optional redemption price is not received as set forth in the preceding sentence, the notice shall be effective only for those Bonds for which the optional redemption price is on deposit with the Paying Agent. If all Bonds called for optional redemption cannot be redeemed, the Bonds to be redeemed shall be selected in a manner deemed reasonable and fair by the City, and the Registrar shall give notice, in the manner in which the original notice of optional redemption was given, that such money was not received. In that event, the Registrar shall promptly return to the Owners thereof the Bonds or certificates which it has received evidencing the part thereof which have not been redeemed.

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

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

Section 9. Execution.

A. Method of Execution. Each Bond shall be executed by the manual or facsimile signature of the Mayor under the seal of the City; each Bond shall be executed and attested with the manual or facsimile signature of the City Clerk-Treasurer; and each Bond

shall be authenticated by the manual signature of an authorized officer of the Registrar as hereafter provided. The Bonds bearing the manual or facsimile signatures of the officers in office at the time of the authorization thereof shall be the valid and binding obligations of the City (subject to the requirement of authentication by the Registrar) notwithstanding that before the delivery thereof and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose manual or facsimile signatures appear thereon shall have ceased to fill their respective offices.

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

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

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

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

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

manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

F. Cancellation of Bonds. Whenever any Bond is surrendered to the Paying Agent or Registrar upon payment thereof, or for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Paying Agent or the Registrar, as the case may be, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or the Registrar, as the case may be, to the City.

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

occurrence of any such event, the Registrar shall mail an appropriate notice to DTC for notification to the Participants and the Beneficial Owners of the substitute depository or the issuance of Bonds to the Beneficial Owners or their nominees, as applicable. All notices and payments addressed to DTC shall contain the information required by, and sent as set forth in, the Letter of Representation executed by the City. Notices of redemption shall be given to DTC as provided in such Letter of Representation.

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

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

(Form of Bond)

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

No. R-___ $

GROSS RECEIPTS TAX
IMPROVEMENT AND REFUNDING REVENUE BONDS
SERIES 2023

Interest Rate	Maturity Date	Series Date	CUSIP
____% per annum	June 1, 20__	_____, 2023	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Truth or Consequences, New Mexico (the "City"), for value received, promises to pay upon presentation and surrender of this bond, solely from the special funds provided therefor as hereinafter set forth, to the registered owner named above, or registered

assigns, on the Maturity Date specified above (unless this bond, if subject to prior redemption, shall have been called for prior redemption in which case on such redemption date), upon the presentation and surrender hereof at the office of BOKF, NA, Albuquerque, New Mexico (or successor in function) of the City (the "Paying Agent"), the Principal Amount stated above, in lawful money of the United States of America, and to pay to the registered owner hereof as of the Regular Record Date (being the 15th day of the calendar month preceding each regularly scheduled interest payment date as defined in Ordinance No. 756, adopted on November 8, 2023, as supplemented by the Sale Certificate executed on _____, 2023 which authorizes this bond and which is referred to herein collectively as the "Bond Ordinance"), by check or draft mailed to such registered owner, on or before each interest payment date as hereinafter provided (or, if such interest payment date is not a business day, on or before the next succeeding business day without accruing any additional interest), at his address as it last appears on the Regular Record Date on the registration books kept for that purpose by the BOKF, NA, Albuquerque, New Mexico (or successor in function) of the City as registrar for the bonds (the "Registrar") or by such other arrangement as may be agreed to by the Paying Agent and the registered owner hereof, interest on said sum in lawful money of the United States of America from the Series Date specified above or the most recent interest payment date to which interest has been fully paid or duly provided for in full (as more fully provided in the Bond Ordinance) until maturity at the per annum Interest Rate specified above, payable on June 1, 2024 and semiannually thereafter on June 1 and December 1 in each year. Any such interest not so timely paid or duly provided for shall cease to be payable to the registered owner as of the Regular Record Date and shall be payable to the registered owner as of a Special Record Date (as defined in the Bond Ordinance), as further provided in the Bond Ordinance. If upon presentation and surrender to the Paying Agent at or after maturity or on a designated prior redemption date on which the City may have exercised its right to prior redeem this bond pursuant to the Bond Ordinance, payment of this bond is not made as herein provided, interest hereon shall continue at the rate herein designated until the principal hereof is paid in full.

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

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

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

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

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

This bond does not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, shall not be considered or held to be a general obligation of the City, and is payable and collectible solely from the Pledged Revenues. The "Pledged Revenues" are the revenues from the State gross receipts tax derived pursuant to Section 7-9-4 NMSA 1978, imposed on persons engaging in business in the State, which revenues are remitted monthly by the Revenue Division of the Taxation and Revenue Department of the State to the City as authorized by Sections 7-1-6.1 and 7-1-6.4 NMSA 1978, and which remittances as of the date of adoption of this Bond Ordinance are equal to one and two hundred twenty-five thousandths percent (1.225%) of the taxable gross receipts reported to the City for the month for which such remittance is made; provided that if a greater amount of such gross receipts tax revenues are hereafter provided to be remitted to the City under applicable law, such additional amounts shall be included as revenues pledged pursuant to the Bond Ordinance; and provided further that the amount of revenues pledged pursuant to the Bond Ordinance shall never be less than the greater of: (i) 1.225% of the taxable gross receipts remitted to the City as set forth above, or (ii) the maximum amount at any time provided hereinafter to be remitted to the City under applicable law; and provided further, the City intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to the Bond Ordinance.

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

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

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

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

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

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

CITY OF TRUTH OR
CONSEQUENCES, NEW MEXICO

By _____
Mayor

(SEAL)

ATTEST:

By _____
City Clerk-Treasurer

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

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

BOKF, NA, (OR SUCCESSOR IN FUNCTION), as Registrar

By _____
Authorized Officer

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT

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

_____ _____
Signature Guaranteed: Name and Address of Transferee:

Social Security Number or
Other Tax Identification Number:

Dated:

(End of Form of Assignment)

(End of Form of Bond)

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

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

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

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

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

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

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

F. Use of Acquisition Fund. The Acquisition Fund shall be used to pay the costs of the Improvement Project when due. As soon as practicable after completion of the Improvement Project, and in any event not more than 60 days after completion of the Improvement Project, any balance remaining in the Acquisition Fund (other than any amount retained by the City for any Improvement Project costs not then due and payable) shall be transferred from the Acquisition Fund and deposited in the Bond Fund and used by the City to pay principal and interest on the Bonds as same become due.

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

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

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

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

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

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

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

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

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

B. Bond Fund.

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

(1) Monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of interest on the Bonds, and monthly thereafter, commencing on each Interest Payment Date, one-sixth ($1/6^{th}$) of the amount necessary to pay the next maturing installment of interest on the Bonds then outstanding.

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

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

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

E. Reserve Fund. Unless provided for differently in the Sale Certificate, immediately upon the sale and delivery of the Bonds, a deposit in an amount equal to the Reserve Requirement will be made into the Reserve Fund from proceeds of the Bonds or, alternatively, the County may acquire a Reserve Fund Insurance Policy in an amount equal to

all or part of the Reserve Requirement so that the combined amount of cash in the Reserve Fund and the amount of the Reserve Fund Insurance Policy is equal to the Reserve Requirement. Amounts on deposit in the Revenue Fund, after making the deposits into the Bond Fund and the debt service funds for Parity Bonds required by Paragraphs B and G of this Section, may also be used by the County pursuant to this Paragraph E to make deposits into the Reserve Fund if required to meet the Reserve Requirement or to pay the annual premiums or other costs required by or associated with any Reserve Fund Insurance Policy. No payment need be made into the Reserve Fund so long as the moneys or the Reserve Fund Insurance Policy therein shall equal not less than the Reserve Requirement. The moneys in the Reserve Fund shall be accumulated and maintained as a continuing reserve to be used, except as hereinafter provided in this Section, only to prevent deficiencies in the payment of the principal of and interest on the Bonds resulting from failure to deposit into the Bond Fund sufficient funds to pay the principal and interest as the same become due.

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

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

Income Fund will be used, first, on a pro rata basis, based on the amount of principal and interest then due with respect to each series of outstanding Parity Obligations, for the payment of principal of and interest on all series of outstanding Parity Obligations and, second, to the extent of remaining available funds in the State-Shared Gross Receipts Tax Income Fund, on a pro rata basis, based on the amount of debt service reserve fund deposits then required with respect to each series of outstanding Parity Obligations, for the required debt service reserve fund deposits for all series of outstanding Parity Obligations.

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

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

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

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

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

A. Places and Times of Deposits. The funds shall be separately maintained as a trust fund or funds for the purposes established and shall be deposited in one or more bank accounts in an Insured Bank or Banks. Each fund or account shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the designated purpose. Payments shall be made into the proper fund or account on the first day of the month except when the first day shall not be a Business Day, then payment shall be made on the next succeeding

Business Day. No later than two Business Days prior to each Interest Payment Date, moneys sufficient to pay interest and principal then due on the Bonds shall be transferred to the Paying Agent. Nothing in this Bond Ordinance shall prevent the City from establishing one or more bank accounts in an Insured Bank or Banks for all the funds required by this Bond Ordinance or shall prevent the combination of such funds and accounts with any other bank account or accounts or investments for other funds and accounts of the City.

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

C. Reserve Fund. Moneys, if any, in the Reserve Fund may be invested only in Permitted Investments with a maturity not greater than five years (except for investment agreements approved in writing by the Bond Insurer). The City shall annually, on or about June 1 of each year, commencing on the first June 1 succeeding funding of the Reserve Fund, value the Reserve Fund on the basis of the current fair market value of deposits and investments credited to the Reserve Fund. For purposes of determining the amount on deposit in the Reserve Fund, any Reserve Fund Insurance Policy held by, or the benefit of which is available to, the City as security for the Bonds shall be deemed to be a deposit in the face amount of the policy or the stated amount of the credit facility provided, except that, if the amount available under a Reserve Fund Insurance Policy has been reduced as a result of a payment having been made thereunder or as a result of the termination, cancellation or failure to such Reserve Fund Insurance Policy and not reinstated or another Reserve Fund Insurance Policy provided, then, in valuing the Reserve Fund, the value of such Reserve Fund Insurance Policy shall be reduced accordingly. If, upon any valuation, the value of the Reserve Fund exceeds the Minimum Reserve, the excess amount shall be withdrawn and deposited into the Bond Fund; if the value is less than the applicable requirement, the City shall replenish such amounts from the first Pledged Revenues thereafter received not required to be otherwise applied or other monies legally available therefor.

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

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

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

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

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

A. Limitations Upon Issuance of Parity Obligations. Nothing in this Bond Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional bonds or other obligations payable from the Pledged Revenues and constituting a lien upon the Pledged Revenues on a parity with, but not prior or superior to, the lien of the Bonds, nor to prevent the issuance of bonds or other obligations refunding all or a part of the Bonds herein authorized, provided, however, that before any such additional Parity Obligations are issued including those parity lien refunding bonds and other parity lien refunding obligations which refund subordinate lien bonds and other subordinate lien obligations, but not including parity lien refunding bonds and other parity lien refunding obligations which refund outstanding Parity Obligations as permitted by Sections 23(B)(i) and 23(D)(i):

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

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

B. Certification or Opinion Regarding Pledged Revenues. A written certificate or opinion by the City Finance Director that the Pledged Revenues are sufficient to pay the required amounts under the test in paragraph (A) of this Section, shall conclusively

determine the right of the City to issue additional Parity Obligations. The City Finance Director may utilize the results of any annual audit to the extent it covers the applicable period.

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

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

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

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

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

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

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

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

D. Limitations Upon Issuance of any Refunding Obligations. Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the City may by ordinance provide, but without any impairment of any contractual obligations imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues

(including, without limitation, the Bonds). If only a part of the outstanding Bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the registered owner or owners of the unrefunded portion of such obligations, unless:

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

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

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

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

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

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

B. Payment of Bonds. The City shall promptly pay the principal of and the interest of every Bond at the place, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof. Such principal and interest are payable solely from the Pledged Revenues; provided that nothing herein shall prevent the City, in its discretion, from paying such principal and interest from any other legally available funds.

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

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

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

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

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

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

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

J. City's Existence. The City shall maintain its corporate identity and existence unless another political subdivision by operation of law succeeds to the duties, privileges, powers, liabilities, disabilities, immunities and rights of the City, and is obligated by law to receive and distribute the Pledged Revenues in place of the City, without affecting to any substantial degree the privileges and rights of any Owner.

Section 26. Defeasance. When all principal, any applicable prior redemption premium, and interest in connection with the Bonds have been duly paid, the pledge and lien and all obligations hereunder shall thereby be discharged and the Bonds shall no longer be deemed to be Outstanding within the meaning of this Bond Ordinance. There shall be deemed to be such due payment as to any Bond when the Commission has placed in escrow and in trust with a commercial bank located within or without the State and exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may initially be invested) to meet all requirements of principal, interest and any applicable prior redemption premium as the same become due to its maturity or

designated redemption date as of which the City shall have exercised or obligated itself to exercise its option to call such Bond. The Federal Securities shall become due prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Commission and such bank at the time of the creation of the escrow or the Federal Securities shall be subject to the redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. Federal Securities within the meaning of this Section 26 shall include only direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which are not callable prior to maturity by the issuer of such obligations.

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

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

Pursuant to the Supplemental Public Securities Act, Section 6-14-8 et seq., NMSA 1978, the Mayor and Manager are each hereby delegated authority to execute the Bond Purchase Agreement, the Sale Certificate and to determine any or all of the final terms of the Bonds, subject to the parameters and conditions contained in this Bond Ordinance. The Mayor or Manager shall present the Sale Certificate to the Commission in a timely manner, before or after delivery of the Bonds, at a regularly scheduled public meeting of the Commission.

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

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

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

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

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

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

Section 30. Duties Upon Default. Upon the occurrence and during the continuance of any Event of Default, the City shall do and perform all proper acts on behalf of and for the Owners to protect and preserve the security created for the payment of the principal of and

interest on the Bonds promptly as the same become due. In the event the City fails or refuses to proceed as provided in this Section 30, the registered Owners of not less than 25% in principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of the Owners as hereinabove provided.

Section 31. Federal Tax Matters.

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

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

C. Rebate Fund. In furtherance of the covenants set forth in the preceding paragraph, the City hereby establishes a fund separate from any other funds established and maintained hereunder designated as the Rebate Fund (the "Rebate Fund"). Money and investments in the Rebate Fund shall not be used for the payment of the Bonds and amounts credited to the Rebate Fund shall be free and clear under any pledge under this Bond Ordinance. Money in the Rebate Fund shall be invested pursuant to the procedure that in a manner provided in Section 20 for investment of money, and all amounts on deposit in the Rebate Fund shall be held by the City, or a designated trustee, in trust, to the extent required to pay rebatable arbitrage to the United States of America. The City shall unconditionally be entitled to accept and rely upon the recommendation, advice, calculation and opinion of an accounting firm or other person or firm with knowledge of or experience in advising with respect to the provisions of the Code relating to rebatable arbitrage. The City shall remit all

rebate installments and the final rebate payment to the United States of America as required by the provisions of the Code. Any moneys remaining in the Rebate Fund after redemption and payment of all the Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and remitted first to the Bond Insurer to the extent of any amounts owed to the Bond Insurer and then to the City.

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

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

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

A. An extension of the maturity of any Bond; or

B. A reduction in the principal amount of any Bond, the rate of interest thereon or the prior redemption premium due in connection therewith; or

C. The creation of a lien upon or pledge of Pledged Revenues ranking prior to the lien or pledge created by this Bond Ordinance; or

D. A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental ordinance; or

E. The establishment of priorities as between Bonds issued and outstanding under the provisions of this Bond Ordinance; or

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

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

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

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

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

(Form of Notice of Adoption)

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

Notice is given of the adoption by the City Commission of the City of Truth or Consequences, New Mexico of its Ordinance No. 756 on November 15, 2023, relating to City of Truth or Consequences, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023. The title of the Ordinance is:

AUTHORIZING THE ISSUANCE AND SALE OF THE CIT OF TRUTH OR CONSEQUENCES, NEW MEXICO GROSS RECEIPTS TAX IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2023 IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $4,500,000 FOR THE PURPOSE TO (1) ACQUIRE, CONSTRUCT, FURNISH, EQUIP, BEAUTIFY AND IMPROVE A PUBLIC SAFETY BUILDING FOR THE BENEFIT OF THE CITY AND ITS RESIDENTS, (2) TO REFINANCE, PAY AND DISCHARGE CERTAIN OF THE CITY'S OUTSTANDING LOAN AGREEMENTS WITH THE NEW MEXICO FINANCE AUTHORITY, AND (3) PAY COSTS OF ISSUANCE OF THE SERIES 2023 BONDS; PROVIDING THAT THE SERIES 2023 BONDS WILL BE PAYABLE AND COLLECTIBLE FROM AND SECURED BY A PLEDGE OF THE GROSS RECEIPTS TAX DISTRIBUTED TO THE CITY PURSUANT TO SECTION 7-1-6.4 NMSA 1978, AS AMENDED; PROVIDING FOR THE DISPOSITION OF THE RECEIPTS DERIVED FROM SAID TAX

PROCEEDS; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE SERIES 2023 BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE TERMS AND OTHER DETAILS CONCERNING THE SERIES 2023 BONDS; PROVIDING FOR CERTAIN DOCUMENTS PERTAINING TO THE SERIES 2023 BONDS; RATIFYING ACTION PREVIOUSLY TAKEN; REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUE AND SALE OF THE SERIES 2023 BONDS.

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

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

(End of Form of Notice of Adoption)

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

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

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

[Signature Page Follows]

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

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

MAYOR

[SEAL]

ATTEST

CLERK-TREASURER

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

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

Those Voting Yea: Amanda Forrister, Mayor

Rolf Hechler, Mayor Pro-Tem

Merry Jo Fahl, Commissioner

Destiny Mitchell, Commissioner

Shelly Harrelson, Commissioner

Those Voting Nay:

Those Absent:

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

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

Dated this 15th day of November, 2023.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

CLERK-TREASURER

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: G.3

SUBJECT: Resolution No. 30 23/24 Foch Street Renovation Project.
DEPARTMENT: Community Development
DATE SUBMITTED: December 26, 2023
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

This Resolution shows the City of Truth or Consequences' support of the Truth or Consequences Foch Street Renovation Project. Design is 100% complete - Architect is awaiting final response from NMDOT. Once concurrence has been received from NMDOT they anticipate approximately 4 months for construction to start.

Recommendation:

Approval of the Resolution.

Attachments:

- Grant Award Notification
- Resolution No. 30 23/24
- Pages from Conceptual Plan
- Project Presentation

-

Fiscal Impact (Finance): **Yes**

Project is a reimbursement grant – no match is required.

Legal Review (City Attorney): **Yes**

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Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 30 23/24 Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC agendas 1-3-24

EDD Economic Development Department

Michelle Lujan Grisham • Governor
Jon Clark • Deputy Cabinet Secretary

November 20, 2023

Cathy Mears-Martin
Executive Director, T or C MainStreet
director@torcmainstreet.org

Linda DeMarino
President, T or C MainStreet
Ldemarino@hotmail.com

Angie Gonzales
City Manager, City of T or C
agonzales@torcnm.org

Dear Cathy, Linda & Angie,

New Mexico MainStreet and the Economic Development Department are pleased to announce that T or C MainStreet Corporation, in partnership with the City of Truth or Consequences, has been selected to receive $1,016,000 in FY24 NMMS Capital Outlay Public Infrastructure funding for the T or C Great Blocks: Foch Street Construction project. New Mexico Economic Development Department Deputy Cabinet Secretary, Jon Clark, has approved the award and is very excited to get these grant funds working in your community.

The award of funds is contingent upon receiving Certification of the FY22 the City of Truth of Consequences annual audit by the Economic Development Department's Chief Financial Officer (CFO) and a resolution of administrative and financial support from the City for the project. Upon receipt of the CFO Certification and resolution of support, the Economic Development Department will issue a Grant Agreement to be signed by an authorized agent of the City of Truth of Consequences and the local MainStreet Board President.

When received, please make sure all parties review the Grant Agreement carefully, in particular Sections II, III, XV and XVI which contain information about the grant requirements. The T or C Capital Outlay Grant does not have a cash matching requirement; however, we would like you to report any additional investments made to the project or project area that will allow New Mexico Mainstreet to report additional/related investments in the MainStreet District to the Legislature. The FY24 New Mexico MainStreet Public Infrastructure funding is already in place and will be available to spend once Grant Agreements are executed.

Please do not publicly announce this award until the Economic Development Department has issued a formal Press Release announcing the FY24 grant recipients. Congratulations on your award! We look forward to working with T or C MainStreet and the City of Truth or Consequences to complete this Great Blocks on MainStreet Project.

Sincerely,

Daniel J. Gutierrez
Director, New Mexico MainStreet Program
New Mexico Economic Development Department
daniel.gutierrez2@edd.nm.gov
(505) 629-5270

RESOLUTION NO. 30 23/24

Truth or Consequences Foch Street Renovation Project

WHEREAS, the New Mexico MainStreet (NMMS) program is designed to assist MainStreet programs with economic revitalization projects; and

WHEREAS, the primary objective of the Truth or Consequences Great Blocks Foch Street Renovation project is to continue revitalizing the section of a historic district by creating a complete street design that includes best practices in pedestrian safety improvements, streetscape enhancements, creative place making opportunities, and way finding signage; and

WHEREAS, the New Mexico MainStreet (NMMS) Truth or Consequences, through community involvement, collaboration, public meetings, and media has created the Foch Street concept; and

WHEREAS, the Foch Street concept has incorporated history, public art, aesthetic amenities, and provisions for safe traffic and parking; and

WHEREAS, the City of Truth or Consequences fully supports this project and will act as the fiscal agent;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, BY THIS RESOLUTION STANDS IN SUPPORT OF PRESENT AND FUTURE FUNDING OPPORTUNITIES FOR THE TRUTH OR CONSEQUENCES FOCH STREET RENOVATION PROJECT ON SOUTH FOCH STREET.

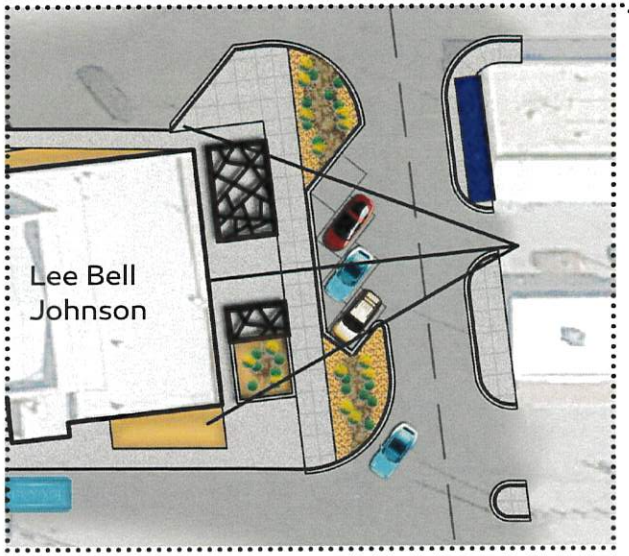
PASSED, APPROVED and **ADOPTED** this 3rd day of January, 2024,

_____
Amanda Forrister, Mayor

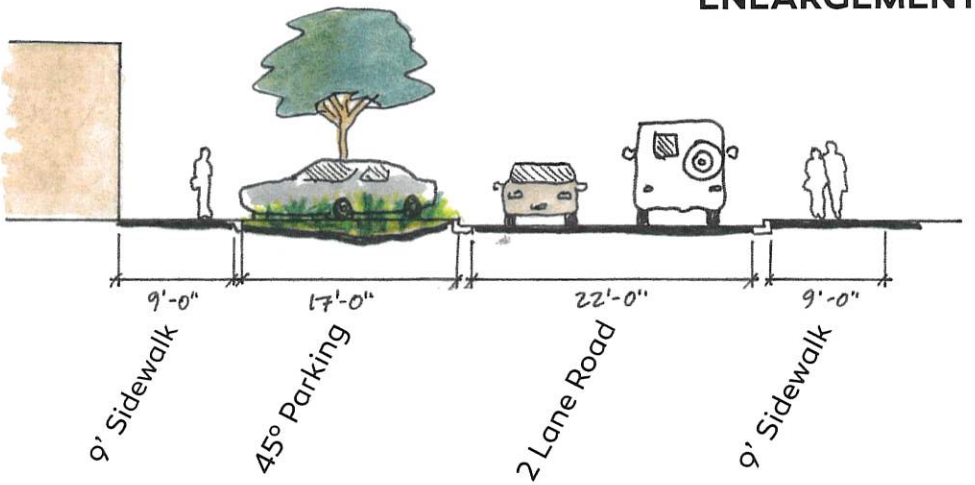
ATTEST:

_____
Angela A. Torres, City Clerk-Treasurer

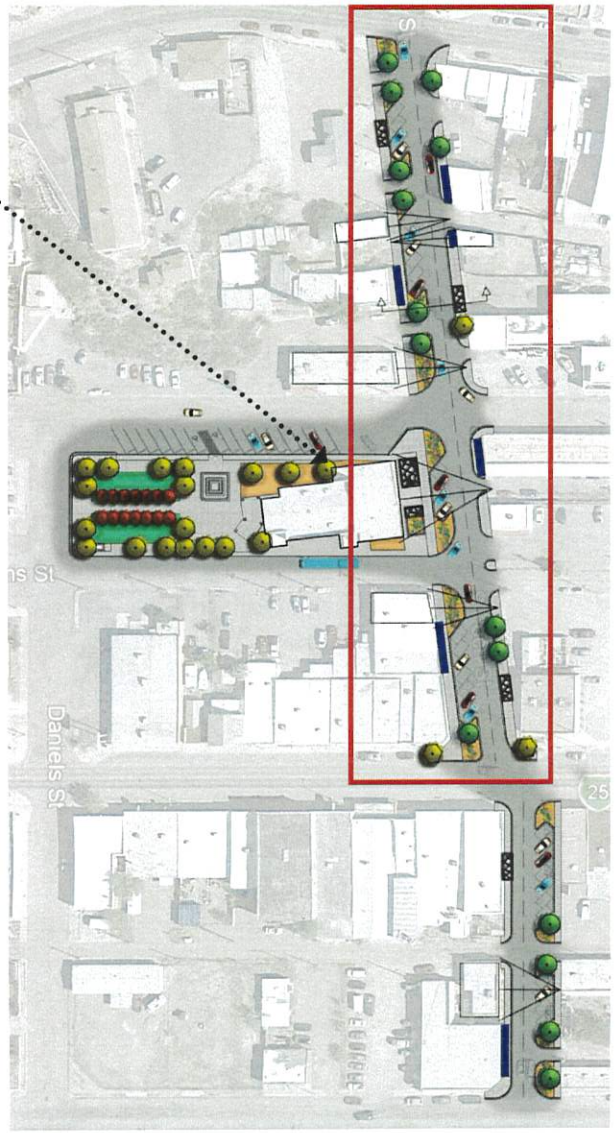
CONCEPTUAL MASTER PLAN



ENLARGEMENT



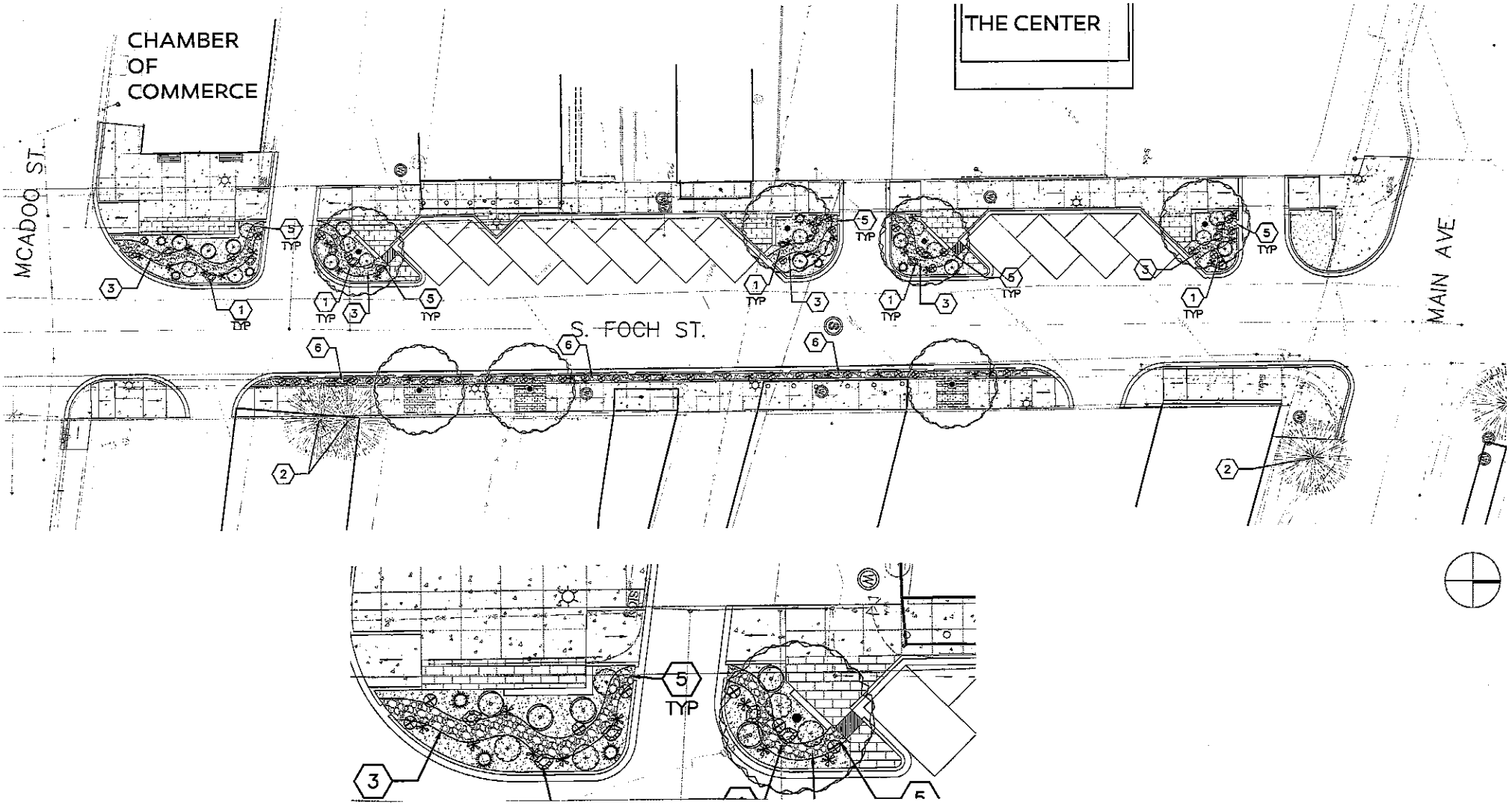
TYPICAL SECTION



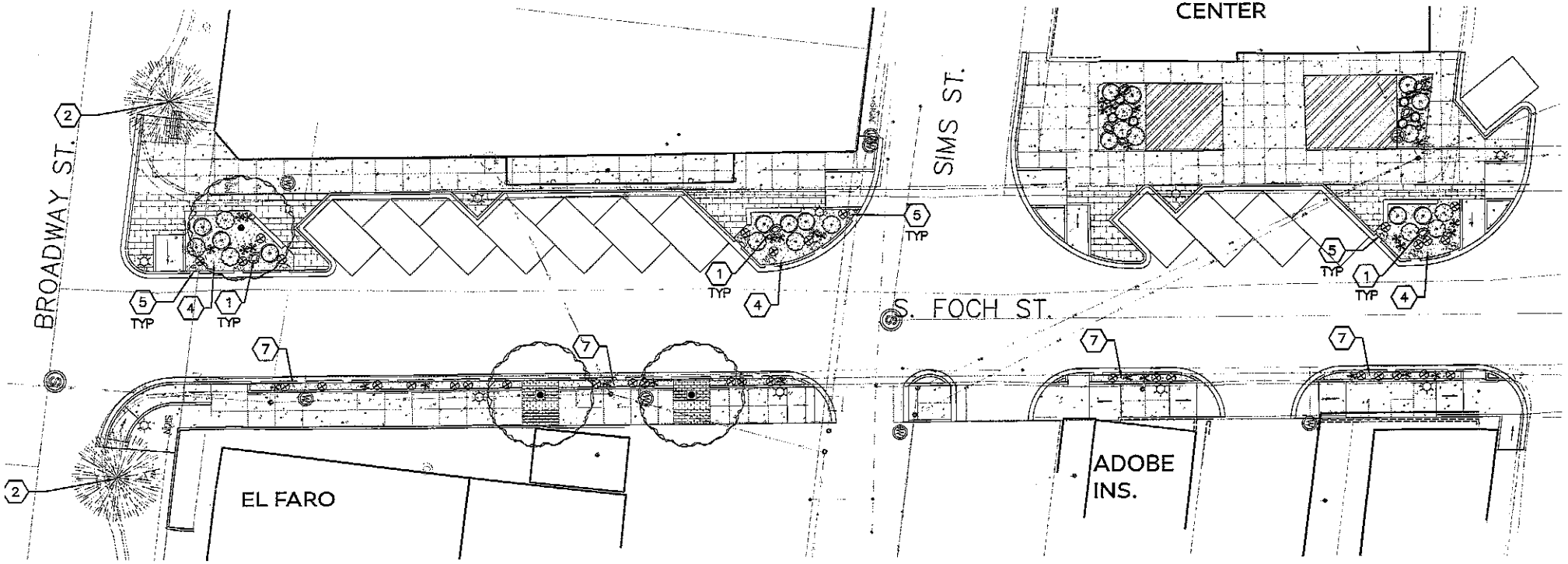
CONCEPTUAL MASTER PLAN

RED SQUARE SHOWS CONSTRUCTION DOCUMENT PROJECT LIMITS

65% PLANS: PLANTING PLAN



65% PLANS: PLANTING PLAN



TRUTH OR CONSEQUENCES

GREAT BLOCKS ON MAINSTREET

SOUTH FOCH STREET

65% PRESENTATION

MAY 23, 2019

MRWM

LANDSCAPE ARCHITECTS

AGENDA

1. Process so far

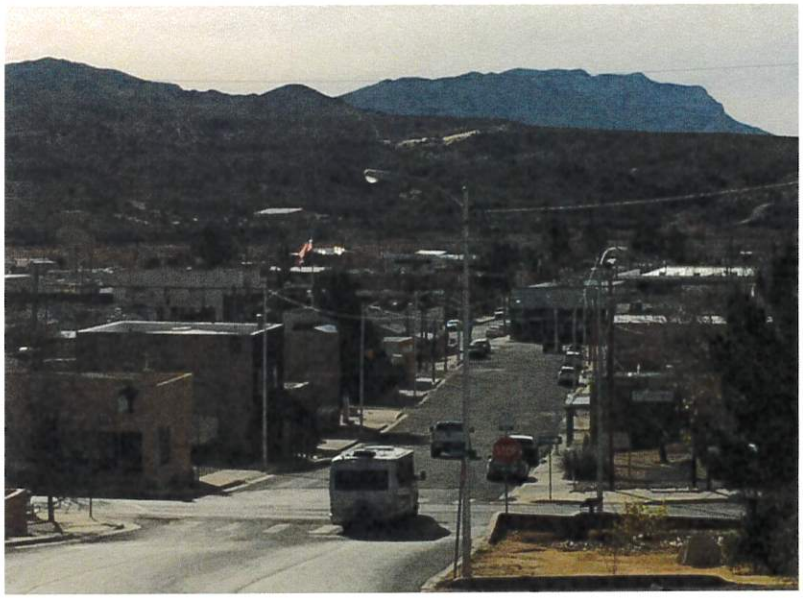
2. Overview of 65% plan

3. Design elements

4. Stormwater harvesting

5. Plant selection

6. Q and A / Discussion



PUBLIC INPUT PROCESS

- Mainstreet T or C: Flyers, newspaper, social media
- Public meeting on 12/20, comment cards and discussion
- Email comments to designers
- Email listserv with updates and info
- Public input survey (70 responses)!!!



South Foch Street Project Public Meeting!

An important public meeting for the South Foch Street Streetscape Project will be held on:

Monday, February 4th
5:30-7:30 pm
Lee Belle Johnson Center

The design team will be presenting schematic designs for three different street configuration options, and needs your input to decide which option will make Great Blocks for T or C.

After this meeting, the design team will move forward with construction documents, so **this is the best opportunity to share your views!**

If you missed the first community meeting (December 20th), click here to read a summary of the meeting in the Sierra County Business News.

You can also click here to read an article on the upcoming meeting.

If you have not yet completed the survey of project priorities, click the blue button below.

Please forward this email to anyone you think may be interested in this meeting. You can subscribe or unsubscribe from this list using links at the bottom of the email.

Public Input Survey

PROGRAM (design objectives from contract and community input)

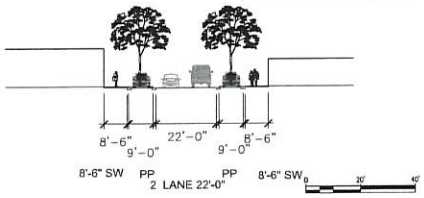
- Celebrate the history and culture of Truth or Consequences.
- Engage the citizens of Truth or Consequences in the design process.
- Create ADA compliant connections throughout the project area that create comfortable travel for pedestrians of all abilities.
- Provide amenities including pedestrian lighting and street furniture.
- Provide numerous locations for the display of public art, small performances, merchandise displays, or other activities.
- Identify possibilities for "pop-up" or temporary installations in vacant lots adjacent to the project area.
- Provide shade. Trees, shade structures, and trellises are possible options.
- Improve drainage issues through water harvesting techniques that provide water to new landscape plantings.
- Encourage visitors to explore the downtown district.
- Improve visual and pedestrian connections to the Healing Waters Plaza.
- Determine locations for wayfinding signage to improve visitor navigation of the downtown area and attractions, including identification of major arrival points to the district.
- Maximize parking in the district, but not at the expense of the pedestrian experience.
- Provide for safe and appropriate traffic movement through the project area.
- Consider semi-truck deliveries to existing businesses.
- Coordinate improvements with the State Historic Preservation Office (SHPO) and NMDOT.
- Identify a portion of the project that can be built by the community in the near future while the larger project is seeking construction funding.

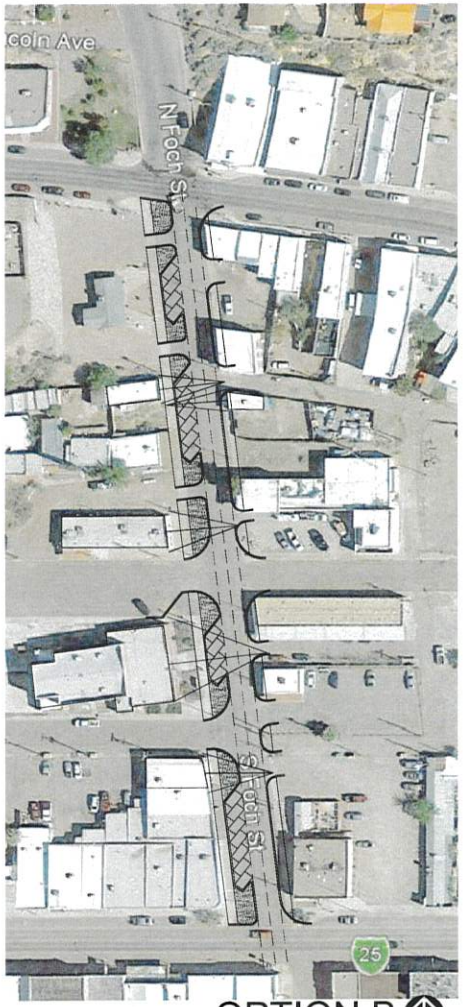


BUMPOUT LANDSCAPE 4993 SF.
PARKING SPACES 14 EA.

OPTION A

0 50' 100' NORTH

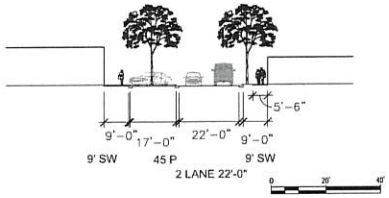


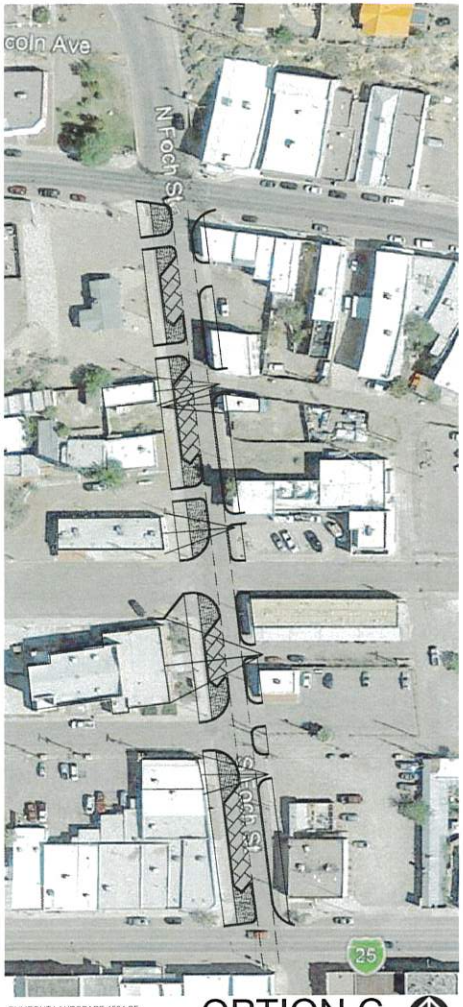


BUMPOUT LANDSCAPE 4565 SF.
PARKING SPACES 21 EA.

OPTION B

0 50' 100' NORTH

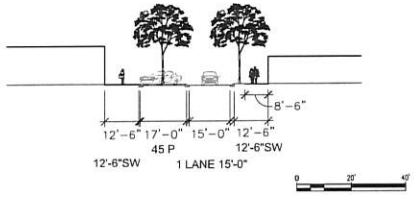




BUMPOUT LANDSCAPE 4504 SF.
PARKING SPACES 21 EA.

OPTION C

0 50' 100' NORTH



DECISION PROCESS

1. State Historic Preservation - preference for Option B

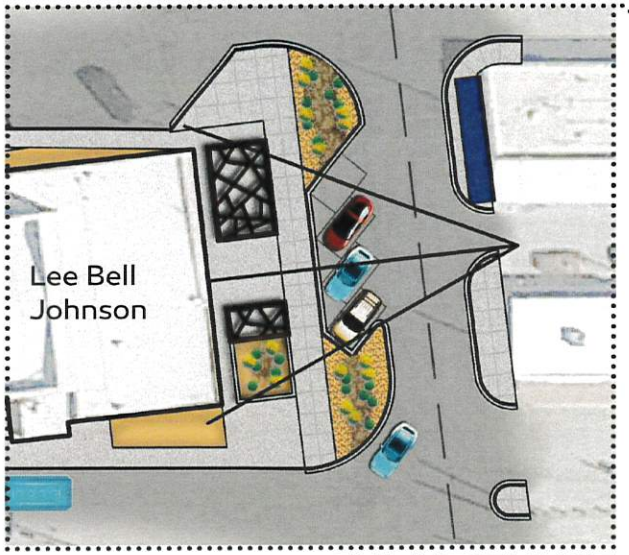
2. Public meeting on 2/4/19 - preference for Options B and C

3. Design team and staff recommendation for constructability - Option B

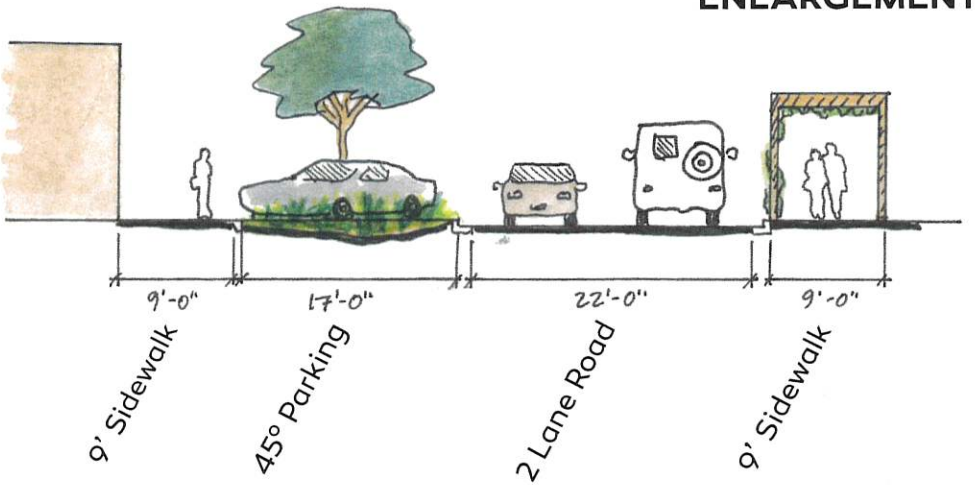
4. City commission approval of Option B



CONCEPTUAL MASTER PLAN



ENLARGEMENT



TYPICAL SECTION



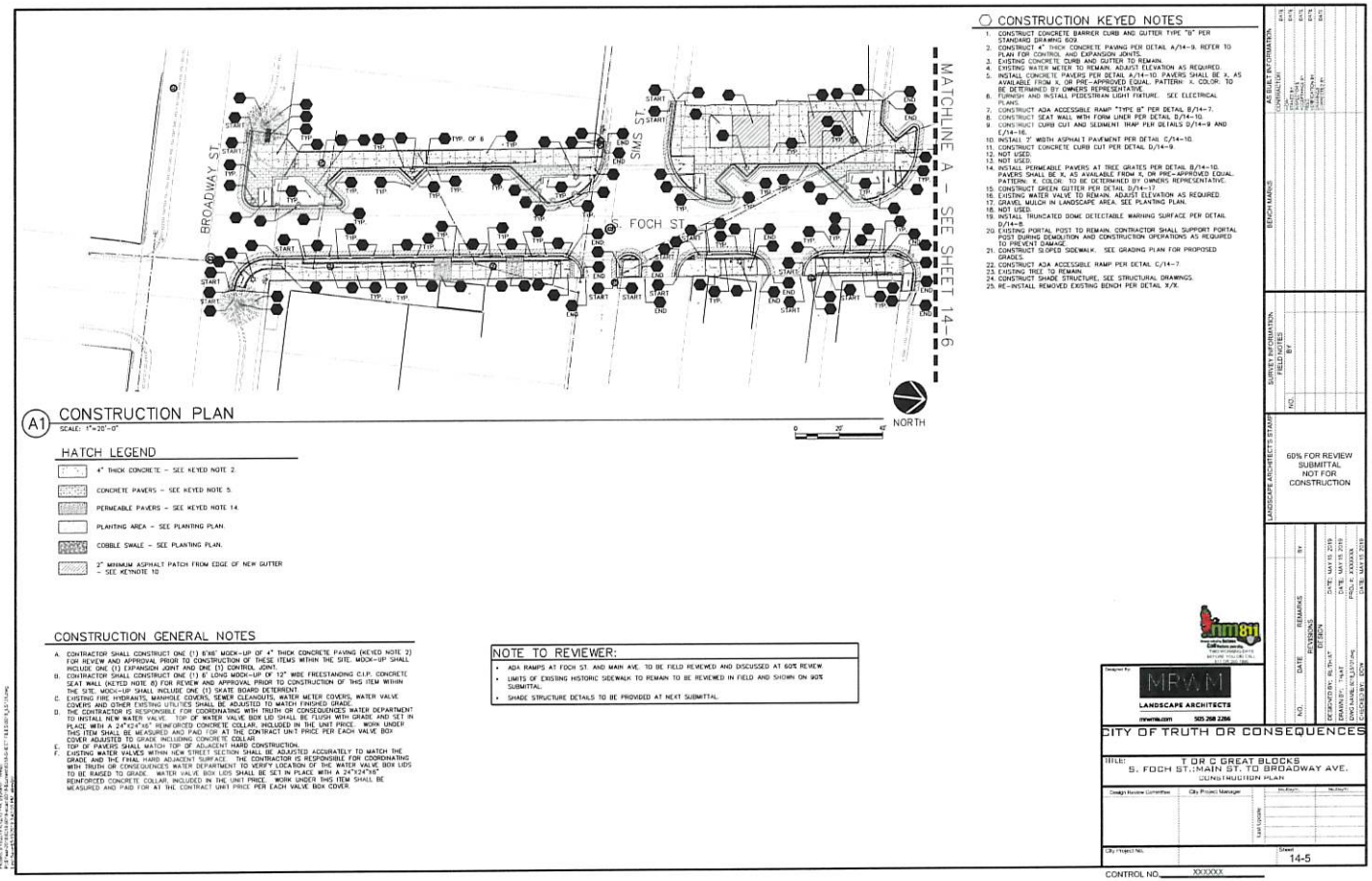
CONCEPTUAL MASTER PLAN

RED SQUARE SHOWS CONSTRUCTION DOCUMENT PROJECT LIMITS

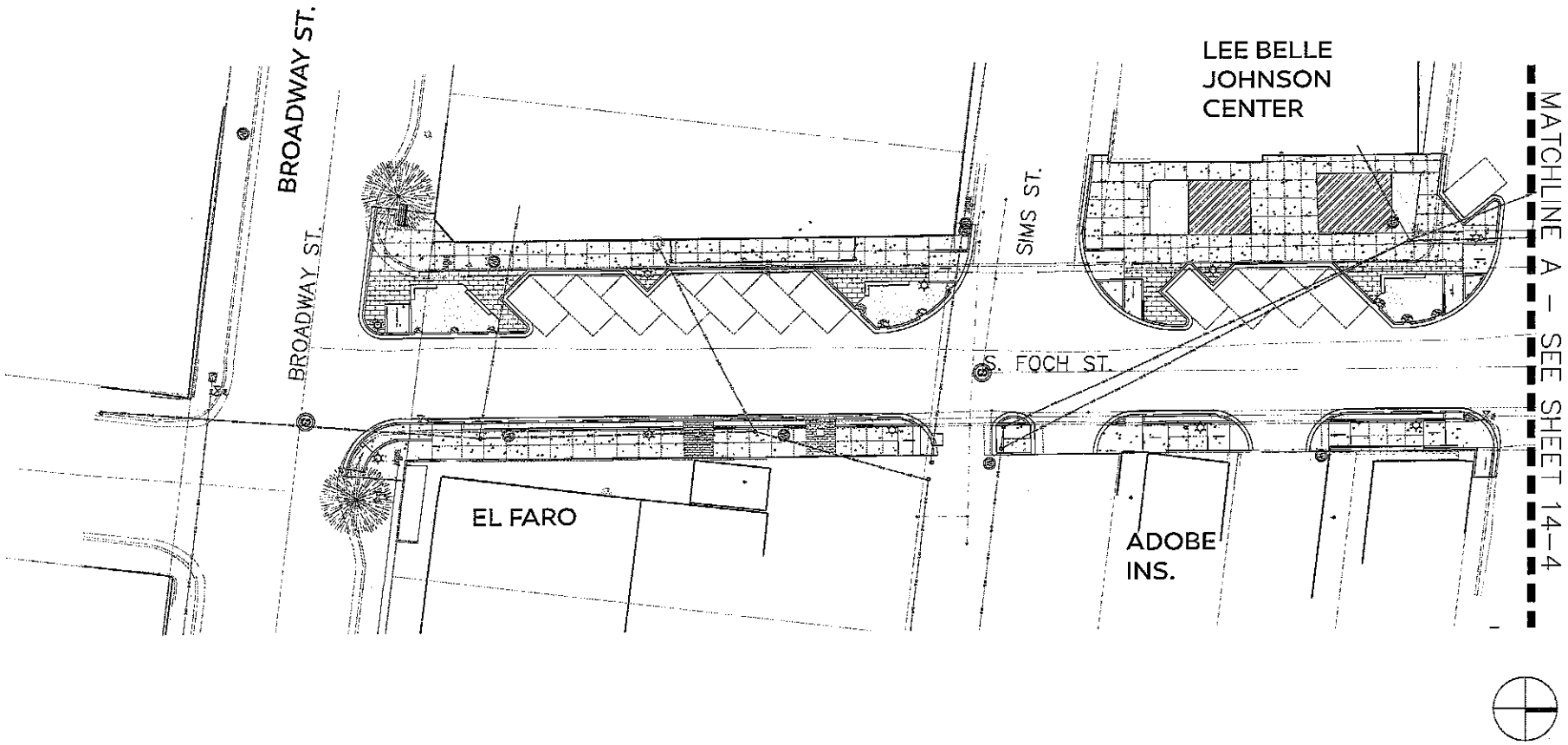
65% PLANS

INDEX OF SHEETS

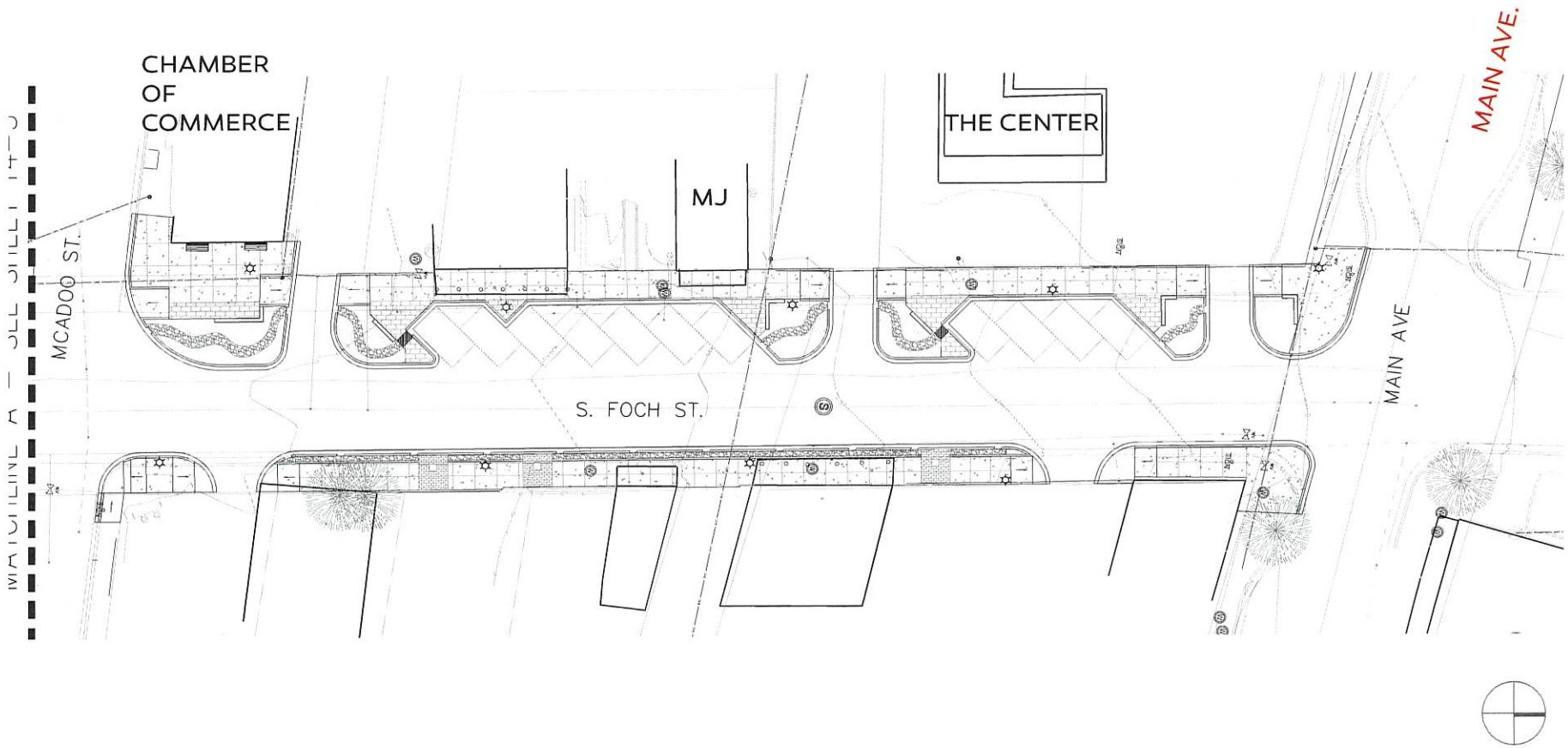
SHEET NUMBER	SHEET TITLE
1-1	COVER SHEET
1-2	VICINITY MAP
1-3	INDEX OF SHEETS
1-4	GENERAL NOTES
3-1	MASTER GRADING PLAN
3-2	GRADING PLAN
3-3	GRADING PLAN
7-1	MASTER STRIPING PLAN
7-2	STRIPING PLAN
7-3	STRIPING PLAN
7-4	STRIPING PLAN
7-5	STRIPING DETAILS
8-1	ELECTRICAL PLAN
8-2	ELECTRICAL PLAN
8-3	ELECTRICAL DETAILS AND DIAGRAMS
8-4	ELECTRICAL DETAILS AND DIAGRAMS
14-1	DEMOLITION PLAN
14-2	DEMOLITION PLAN
14-3	DIMENSION PLAN
14-4	DIMENSION PLAN
14-5	CONSTRUCTION PLAN
14-6	CONSTRUCTION PLAN
14-7	CONSTRUCTION DETAILS
14-8	CONSTRUCTION DETAILS
14-9	CONSTRUCTION DETAILS
14-10	CONSTRUCTION DETAILS
14-11	IRRIGATION PLAN
14-12	IRRIGATION PLAN
14-13	IRRIGATION DETAILS
14-14	PLANTING PLAN
14-15	PLANTING PLAN
14-16	PLANTING DETAILS
14-17	PLANTING DETAILS



65% PLANS: SOUTH HALF OF S. FOCH



65% PLANS: NORTH HALF OF S. FOCH



65% PLANS: DESIGN ELEMENTS

1. Benches

2. Pavers

3. Lights

4. Shade structure

65% PLANS: BENCHES AND TRASH RECEPTACLES







Landscape Forms: 350 Collection

65% PLANS: CONCRETE SEAT WALLS





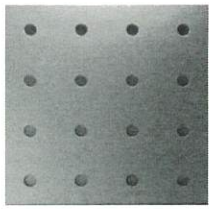
Sandstone



Weathered



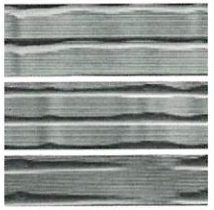
Grasses











65% PLANS: WALKWAYS









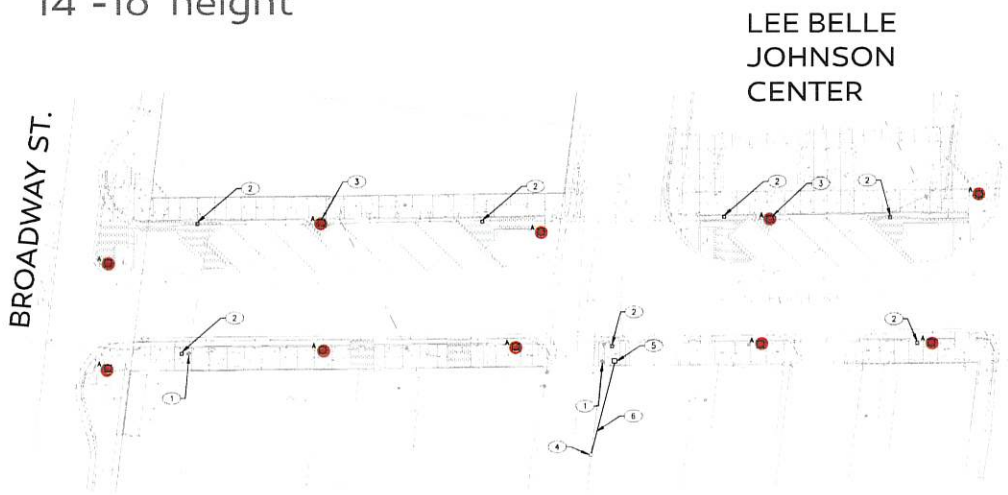


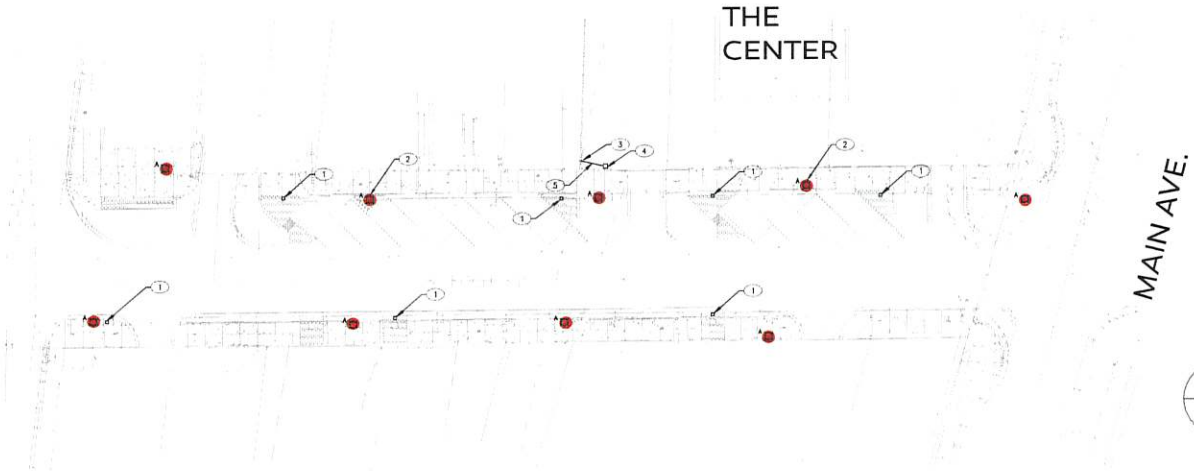


65% PLANS: LIGHTING

Spaced approximately every 65'

14'-16' height





65% PLANS: LIGHTING



'Alcott' by Landscape Forms (Same as at Healing Waters Plaza)

Dark Sky approved

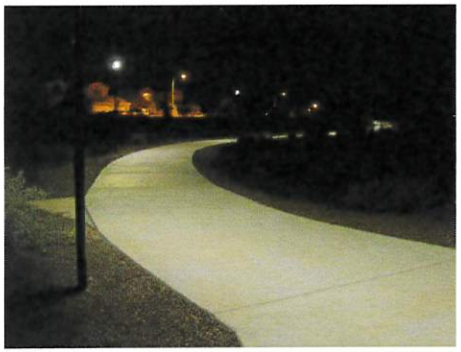
Wireless speakers possible



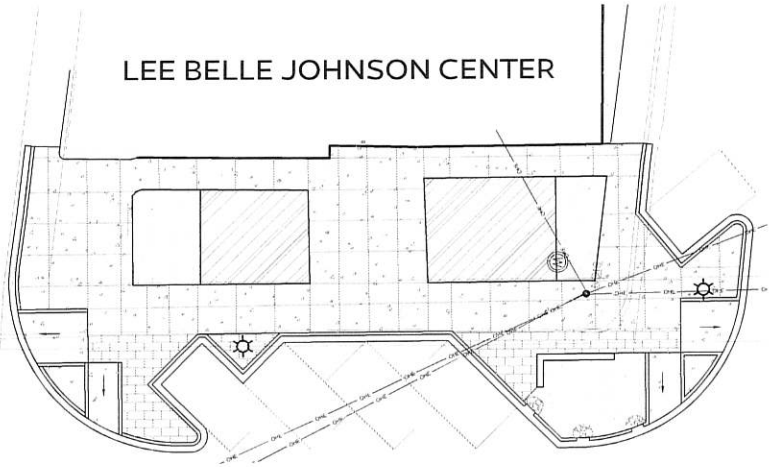
'IPL Series' by First LIght Technologies(Solar Light)

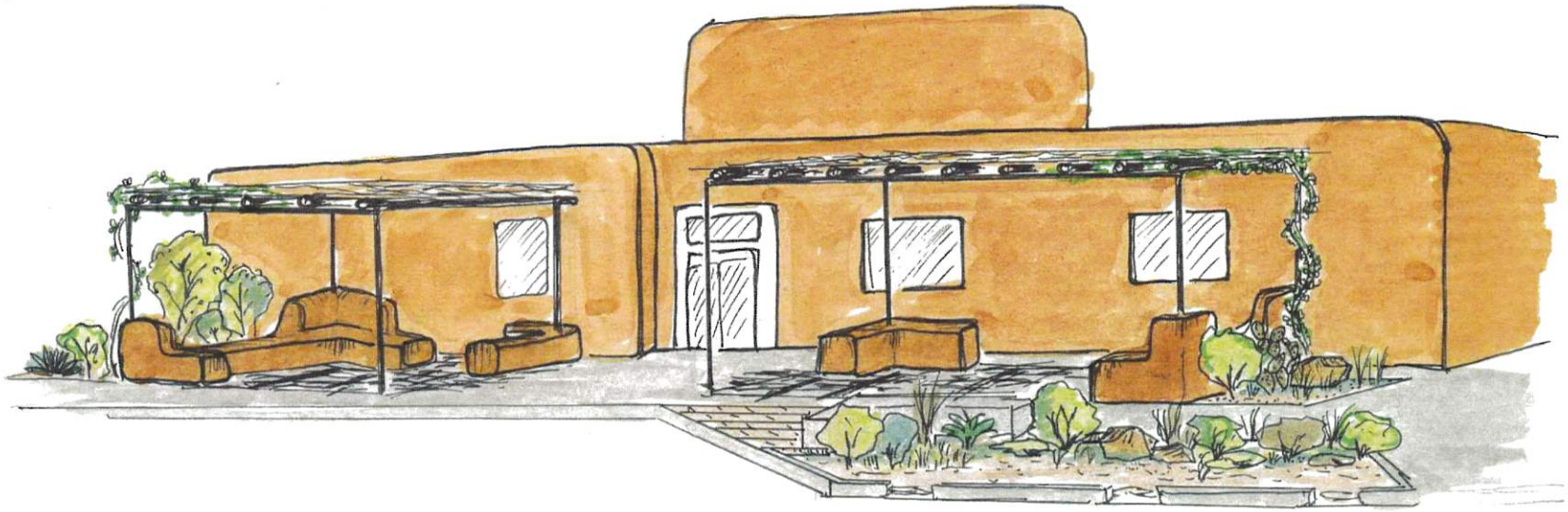
Warm and white light available



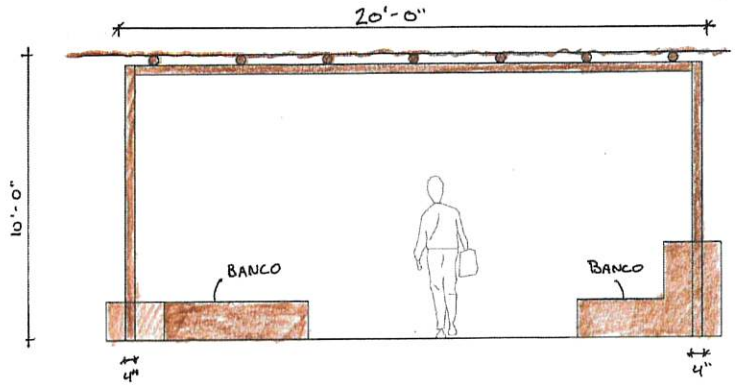


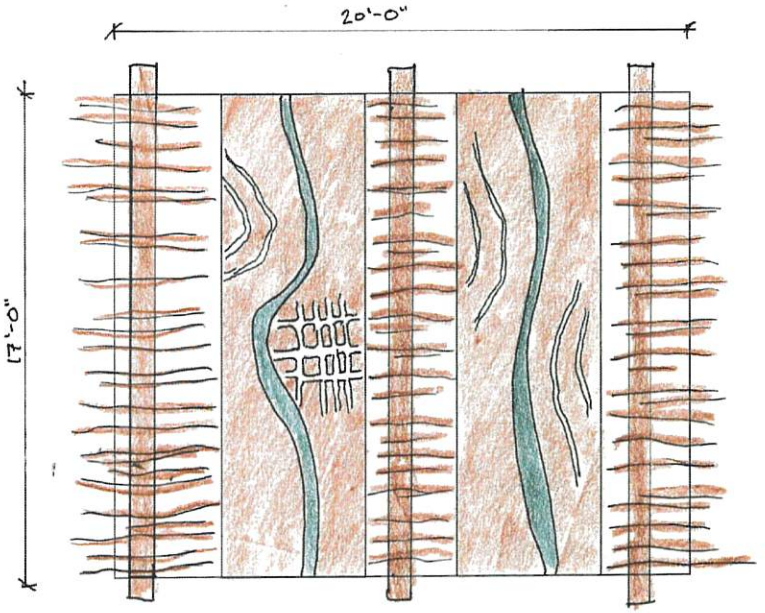
65% PLANS: SHADE STRUCTURE

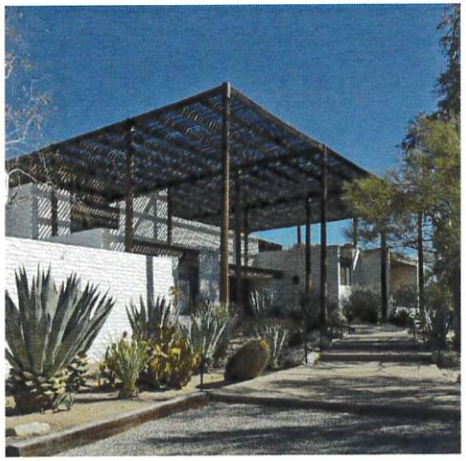




65% PLANS: SHADE STRUCTURE













65% PLANS: QUESTIONS

1. BIKE RACKS - Would they be used? How many would be needed? Where should they be located?

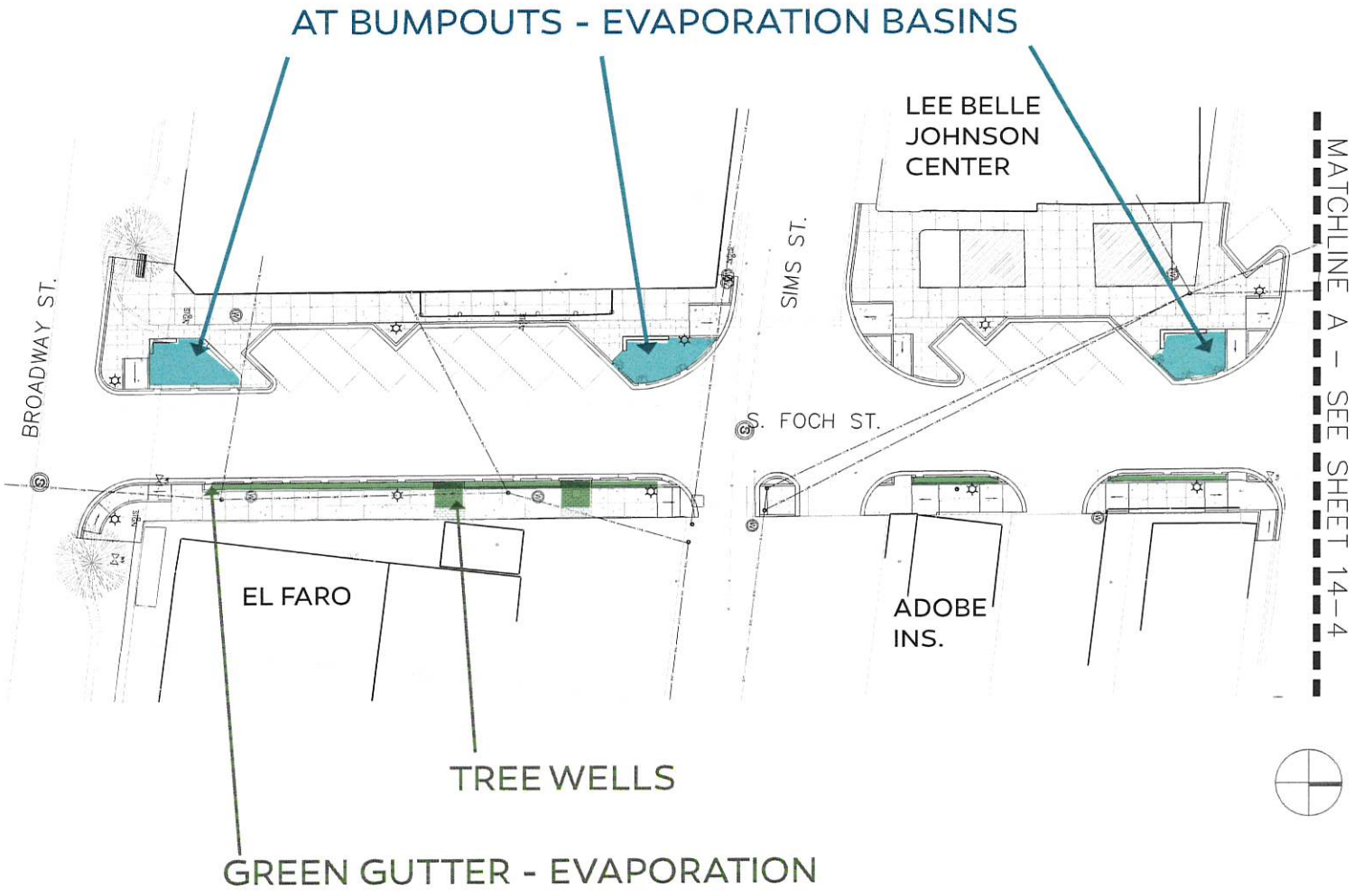
2. ART PEDESTALS - Would they be used? How many? Any key locations?

3. SIGNAGE - Any other signage than at intersections of Main and Broadway?

4. COMMUNITY BOARD - Would it be used? What type of content would be posted? Where should it be located?

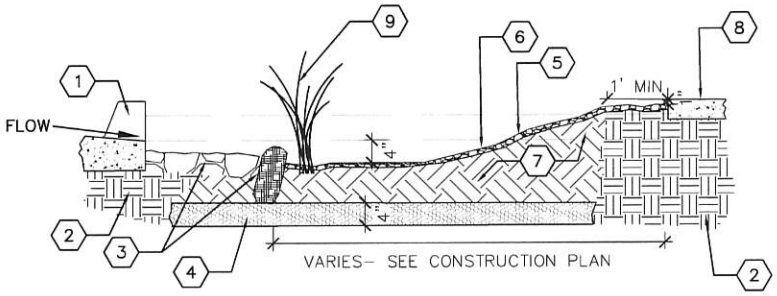
5. FESTIVAL LIGHTING - Would require extra poles - is it worth it?

65% PLANS: STORMWATER HARVESTING

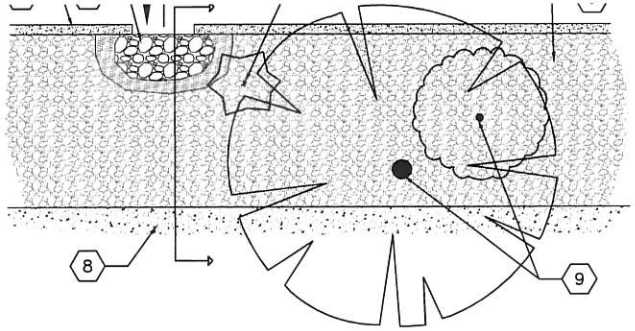


65% PLANS: STORMWATER HARVESTING

AT BUMPOUTS - EVAPORATION BASINS



SECTION



⬡ KEYED NOTES

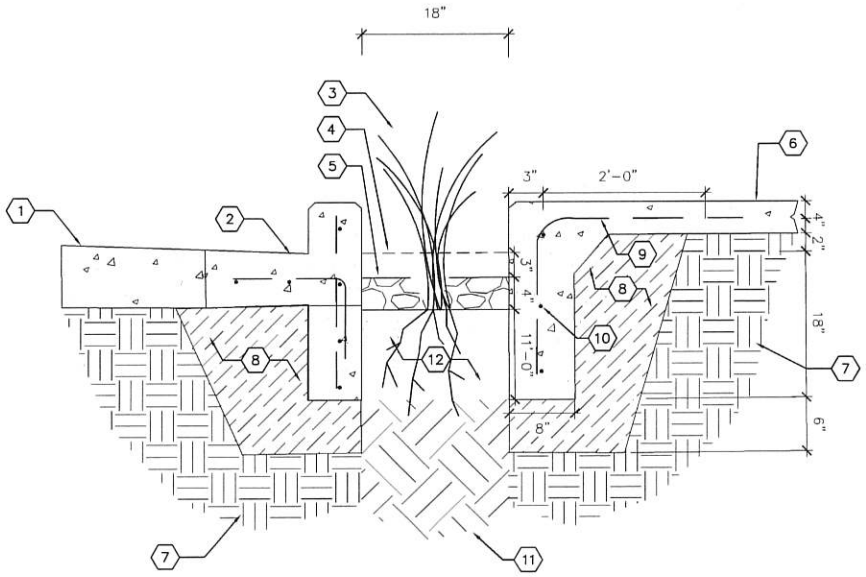
1. CURB AND GUTTER. SEE CONSTRUCTION PLAN.
2. COMPACTED SOIL.
3. SEDIMENT TRAP– SEE DETAIL E/14–16
4. CLAY LINER. SEE SPECIFICATIONS.
5. SIDE SLOPE NOT TO EXCEED 3:1.
6. GRAVEL MULCH. SEE PLANTING PLAN.
7. BIORETENTION SOIL MEDIA. SEE SPECIFICATIONS.
8. SIDEWALK. SEE CONSTRUCTION PLAN.
9. PLANT. SEE PLANTING PLAN.



STORMWATER HARVESTING BASIN, TUCSON

65% PLANS: STORMWATER HARVESTING

GREEN GUTTER - EVAPORATION

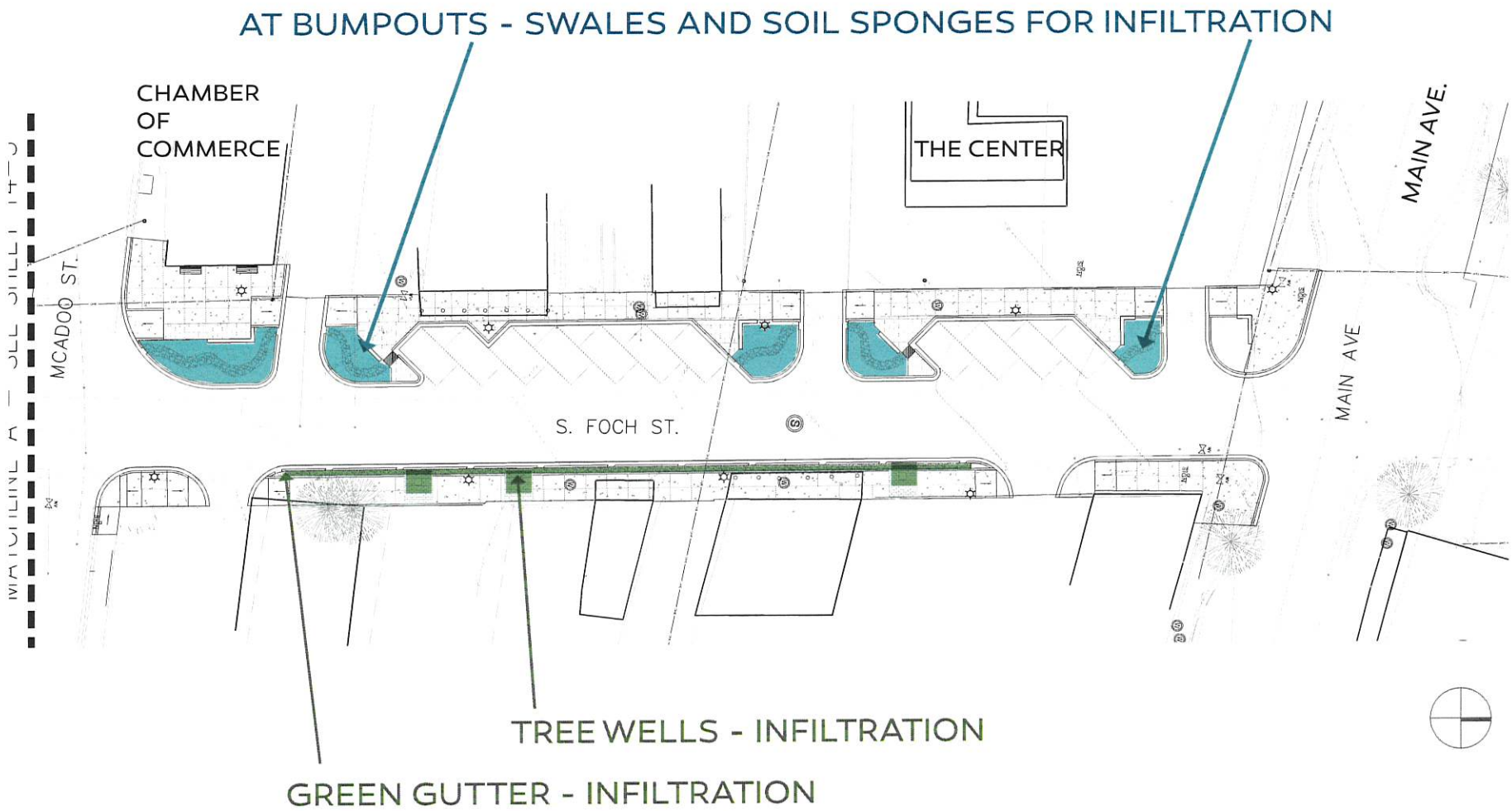




KEYED NOTES

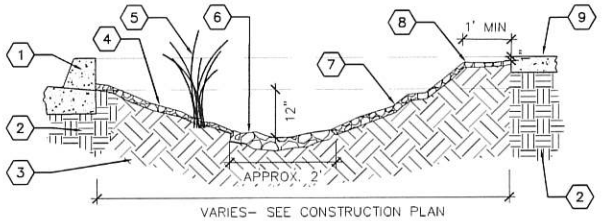
1. ROADWAY.
2. CURB AND GUTTER WITH REINFORCED SIDE WALL.
3. PLANT. SEE PLANTING PLAN.
4. PONDING DEPTH.
5. COBBLE MULCH. SEE CONSTRUCTION PLAN.
6. SIDEWALK COMBINED WITH TURNDOWN EDGE THAT FORMS SIDEWALL. ALSO SEE DETAIL X/XX
7. COMPACTED SUBGRADE.
8. STRUCTURAL BACKFILL.
9. #4 REBAR AT 12" O.C.
10. #4 REBAR, HORIZONTAL AND CONTINUOUS.
11. UNCOMPACTED SUBGRADE.
12. UNCOMPACTED BACKFILL OF 50% NATIVE SOIL AND 50% BACKFILL AMENDMENT.

65% PLANS: STORMWATER HARVESTING



65% PLANS: STORMWATER HARVESTING

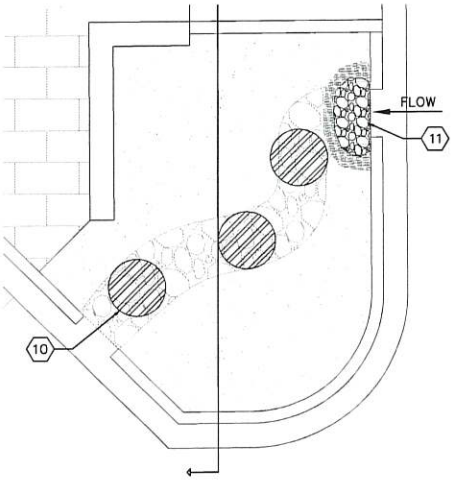
AT BUMPOUTS - SWALES AND SOIL SPONGES FOR INFILTRATION



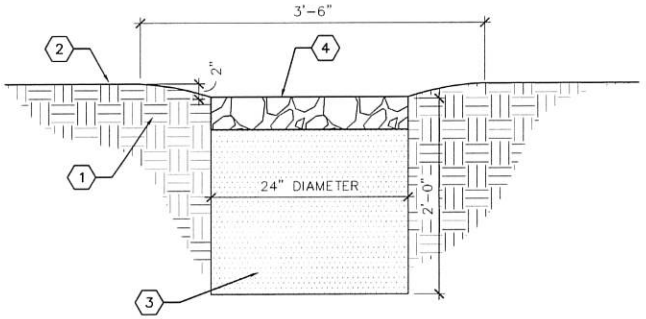
SECTION

⬡ KEYED NOTES

1. CURB AND GUTTER. SEE CIVIL.
2. COMPACTED SOIL.
3. UNCOMPACTED SOIL. IF SOIL HAS BEEN COMPACTED, RIP TO MIN. 12" BEFORE INSTALLING PLANTS AND MULCH.
4. GRAVEL MULCH. SEE PLANTING PLAN.
5. PLANT. SEE PLANTING PLAN.
6. COBBLE MULCH. SEE PLANTING PLAN.
7. SIDE SLOPE NOT TO EXCEED 3:1
8. LEVEL AREA AT BACK OF CURB.
9. SIDEWALK.
10. SOIL SPONGES 5' O.C. IN LENGTH OF SWALE BEGINNING AFTER SEDIMENT TRAP. SEE DETAIL C/14-16.
11. SEDIMENT TRAP. SEE DETAIL E/14-16.



SAMPLE SWALE PLAN N.T.S.

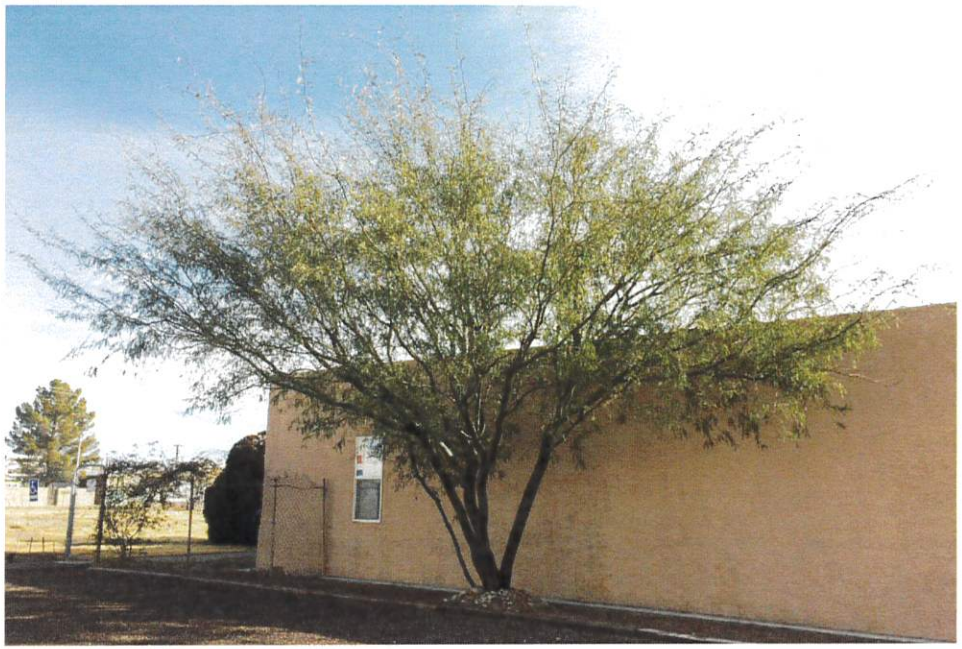


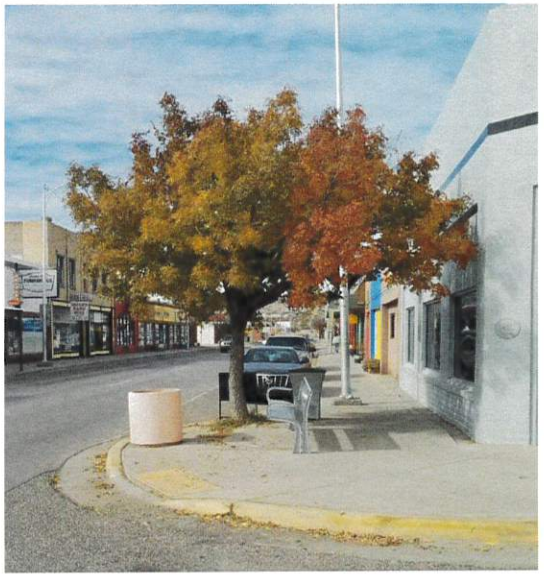
⬡ KEYED NOTES

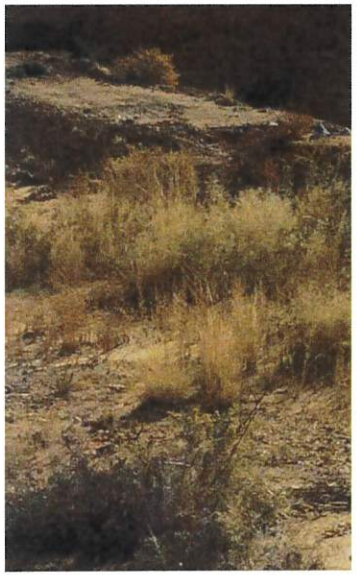
1. UNCOMPACTED NATIVE SOIL AT PLANTING BED.
2. FINISH GRADE AT SEEDING BED – CREATE 2" DEEP DEPRESSION WITHIN 42" DIAMETER AREA AROUND SPONGE
3. COMPOST BLEND, A HOMOGENOUS BLEND OF PUMICE, PARTIALLY COMPOSTED WOODY MATERIALS, AND AGED COMPOST. BASIS OF DESIGN IS 'PS3' AS AVAILABLE FROM SOILUTIONS, INC. (505-877-0220).
4. 4" DEPTH COBBLE MULCH, SEE PLANTING PLAN.

65% PLANS: PLANT SELECTION

1. Low-water use native or naturalized
2. Salt tolerance, inundation tolerance
3. Low height for visibility
4. Commercial availability
5. Year round interest





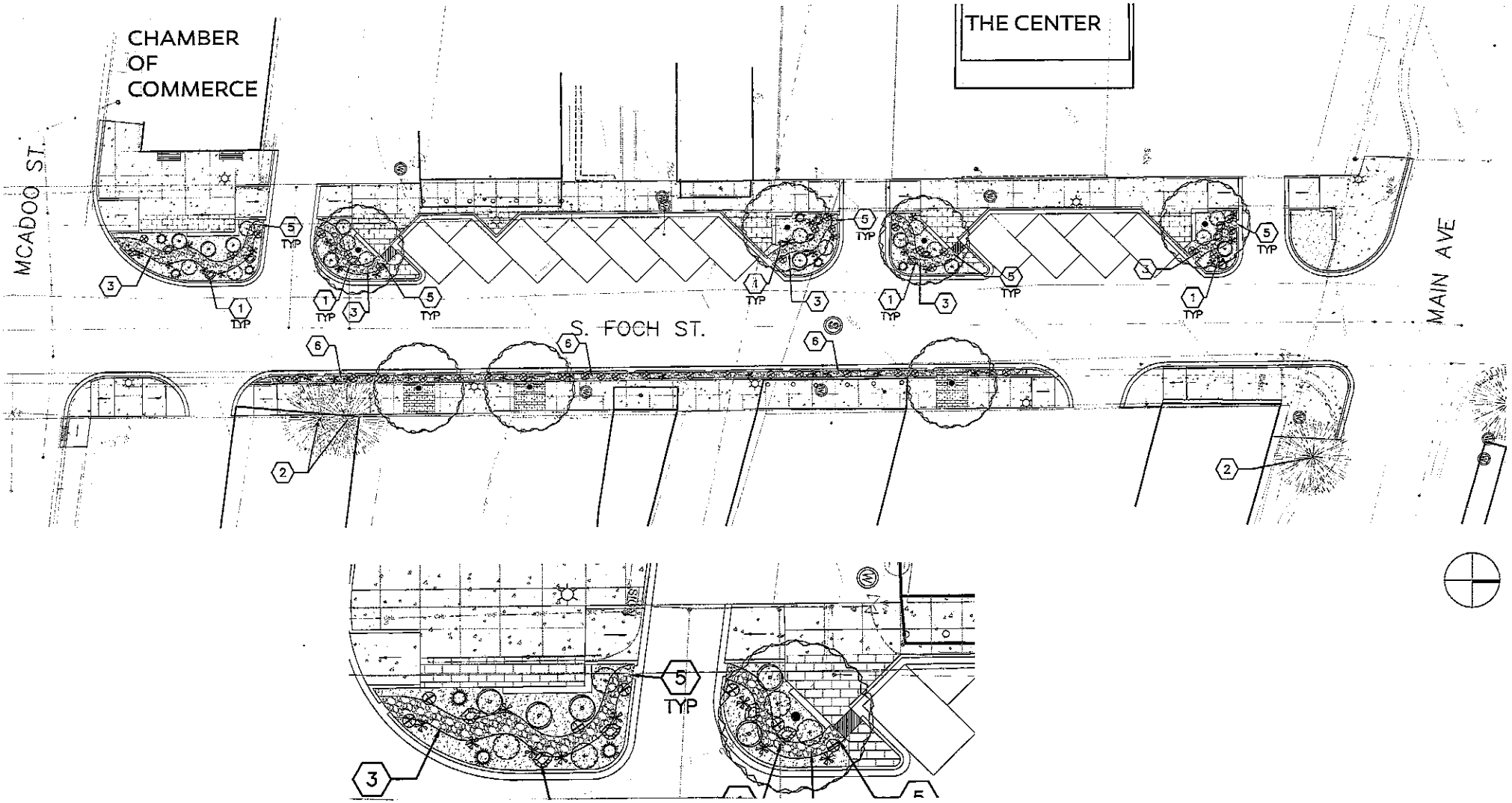


65% PLANS: PLANT LISTS

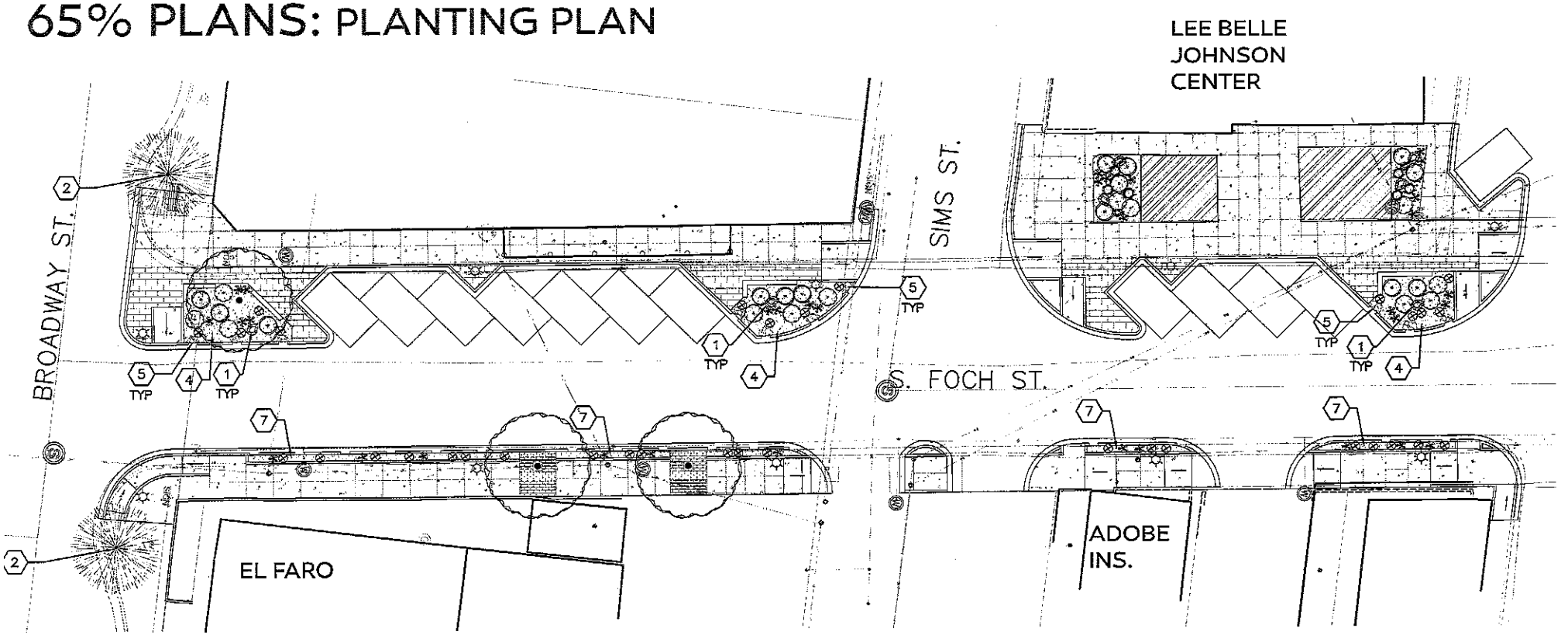
PLANT LEGEND

KEY	COMMON NAME	BOTANICAL NAME	QTY	INSTALLED SIZE	REMARKS	MATURE SIZE
TREES						
CP	CHINESE PISTACHE	PISTACHIA CHINENSIS	X	2" CAL., 10'–12' HT.	24" BOX	30' HT. X 30' SPD.
ELO	ESCARPMENT LIVE OAK	QUERCUS FUSIFORMIS	X	2" CAL., 10'–12' HT.	24" BOX	20' HT. X 20' SPD.
BL	BLACK LOCUST	ROBINIA PSEUDOACACIA	X	2" CAL., 10'–12' HT	24" BOX	35' HT. X 25' SPD.
HM	HONEY MESQUITE	PROSOPIS GLANDULOSA 'MAVERICK'	X	6'–8' HT..	24" BOX	20' HT. X 20' SPD.
SHRUBS						
CB	CREOSOTE BUSH	LARREA TRIDENTATA	X	MIN. 3' HT.	5 GALLON	8' HT. X 6' SPD.
TB	TURPENTINE BUSH	ERICAMERIA LARICIFOLIA	X	MIN. 12" HT.	5 GALLON	3' HT. X 4' SPD.
FTB	FLAT TOP BUCKWHEAT	ERIOGONUM FASCICULATUM	X	MIN. 8" HT.	3 GALLON	1' HT. X 2' SPD.
ME	MEXICAN OREGANO	POLIOMINTHA MADERNSIS	X	MIN. 8" HT.	3 GALLON	2' HT. X 2' SPD.
MT	MORMON TEA	EPHEDRA NEVADENSIS	X	MIN. 12" HT.	5 GALLON	2' HT. X 3' SPD.
TR	TEXAS RANGER	LEUCOPHYLLUM ZYGOPHYLLUM 'CIMARRON'	X	MIN. 12" HT.	5 GALLON	2' HT. X 3' SPD.
BS	BLUE SAGE	SALVIA CHAMAEDRYOIDES	X	MIN 12" HT.	5 GALLON	2' HT. X 3' SPD.
GROUNDCOVERS						
TYD	TRAILING YELLOW DALEA	DALEA CAPITATA 'SIERRA GOLD'	X	MIN. 18" HT.	5 GALLON	5' HT. X 5' SPD.
PS	PRAIRIE SAGE	ARTEMISIA LUDOVICIANA	X	MIN. 12" HT.	5 GALLON	3' HT. X 4' SPD.
GLS	GRO LOW SUMAC	RHUS AROMATICA 'GRO LOW'	X	MIN. 12" HT.	3 GALLON	3' HT. X 2' SPD.
IP	ICE PLANT	XXXX	X	MIN. 12" HT.	3 GALLON	2' HT. X 3' SPD.
GRASSES						
AS	ALKALI SACATON	SPOROBOLUS AIROIDES	X	MIN. 12" HT.	5 GALLON	2' HT. X 2' SPD.
PM	PINK MUHLY	MUHLENBERGIA CAPILLARIS	X	MIN. 12" HT.	5 GALLON	2' HT. X 3' SPD.
LBS	LITTLE BLUESTEM	ANDROPOGON SCOPARIUM	X	MIN. 12" HT.	3 GALLON	3' HT. X 2' SPD.
PERENNIALS						
SV	SANDPAPER VERBENA	VERBENA RIGIDA	X	MIN. 6" HT.	1 GALLON	1' HT. X 2' SPD.
SP	SAND PENSTEMON	PENSTEMON AMBIGUUS	X	MIN. 6" HT.	1 GALLON	3' HT. X 2' SPD.
RP	ROCK PENSTEMON	PENSTEMON BACCARIFOLIUS	X	MIN. 6" HT.	1 GALLON	3' HT. X 2' SPD.
CF	CHOCOLATE FLOWER	BERLANDIERA LYRATA	X	MIN. 6" HT.	1 GALLON	2' HT. X 2' SPD.
MY	MOONSHINE YARROW	ACHILLEA 'MOONSHINE'	X	MIN. 6" HT.	1 GALLON	2' HT. X 2' SPD.
ACCENTS						
PA	PARRY'S AGAVE	AGAVE PARRYI	X	MIN. 8" HT.	5 GALLON	3' HT. X 3' SPD.
LE	LECHUGILLA	AGAVE LECHUGILLA	X	MIN. 8" HT.	5 GALLON	3' HT. X 4' SPD.
SPP	SPINELESS PRICKLY PEAR	OPUNTIA ELLISIANA	X	MIN. 12" HT.	3 GALLON	4' HT. X 5' SPD.

65% PLANS: PLANTING PLAN



65% PLANS: PLANTING PLAN



65% PLANS: PLANT LISTS

SEED MIX

COMMON NAME	BOTANICAL NAME	QTY
GRASSES		
VINE MESQUITE GRASS	PANICUM OBTUSUM	15%
SCRATCHGRASS	MUHLENBERGIA ASPERIFOLIA	15%
ALKALI SACATON	SPOROBOLUS AIROIDES	10%
DESERT SALTGRASS	DISTICHLIS SPICATA	10%
PERENNIAL WILDFLOWERS		
MEXICAN HAT	RATIBIDA COLUMNIFERA	5%
MEXICAN GOLD POPPY	ESCHSCHOLZIA CALFIORNICA SSP MEXICANA	5%
SAND VERBENA	ABRONIA VILLOSA	5%
DESERT MARIGOLD	BAILEYA MULTIRADIATA	5%X
BLANKET FLOWER	GAILLARDIA ARTISTATA	5%
DESERT LUPINE	LUPINUS SPARSIFLORUS	5%
SCARLET GLOBEMALLOW	SPHAERALCEA AMBIGUA	5%
PARRY'S PENSTEMON	PENSTEMON PARRYI	5%
PURPLE PRAIRIE CLOVER	DALEA PURPUREA VAR. PURPUREA	5%
BLUE FLAX	LINUM LEWISII	5%

65% PLANS: STORMWATER HARVESTING





SEEDED (and planted) Stormwater Features:

More wild look

Skilled maintenance required for weeding

Less maintenance long term

Likelihood of better performance for drainage

Planted Stormwater Features:

More manicured look

Regular but straightforward maintenance

Good performance for drainage

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: G4.

MEETING DATE: January 3, 2024

SUBJECT: Amendment to Holiday Resolution No. 16 23/24
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 29, 2023
SUBMITTED BY: City Clerk Torres
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

An amendment to the 2024 city holiday schedule was made on 11/15/23 amending the dates on Christmas Day. Following the 11/15/23 CC meeting, it was discovered that the portion of the holiday schedule that says ***Holidays are paid at 8 or 4 hrs. time and a half if worked and straight 8 or 4 hrs. if not working is against our city policy.*** Therefore, we are removing that language from the resolution.

Recommendation:

Approval of amended Resolution No. 16 23/24.

Attachments:

- Resolution Amendment
- -

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): **Yes**

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐Other: Click here to enter text.
File Name: CC agendas 1-3-24

Amendment to Resolution 16 23/24

A RESOLUTION ESTABLISING LEGAL HOLIDAYS

WHEREAS, the City of Truth or Consequences Commission met in regular session on November 15, 2023 and

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

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

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

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

Total of 112 hours of holiday time for the year.

PASSED, APPROVED AND ADOPTED this 3rd day of January 2024.

ATTEST:

_____

Amanda Forrister-Mayor

_____

Angela Torres-City Clerk

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: H.1

SUBJECT: Bibiana Grower Appeal of Resolution No. 25 23/24 and Resolution No. 26 23/24.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 29, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Bibiana Grower

Summary/Background:

Bibiana Grower submitted an appeal regarding Resolution No. 25 23/24 and Resolution No. 26 23/24 for 709 Broad Street. Ms. Grower will be given the opportunity to present her appeal before the City Commissioners.

Recommendation:

None.

Attachments:

- None

-

Fiscal Impact (Finance): **N/A**

$0.00

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

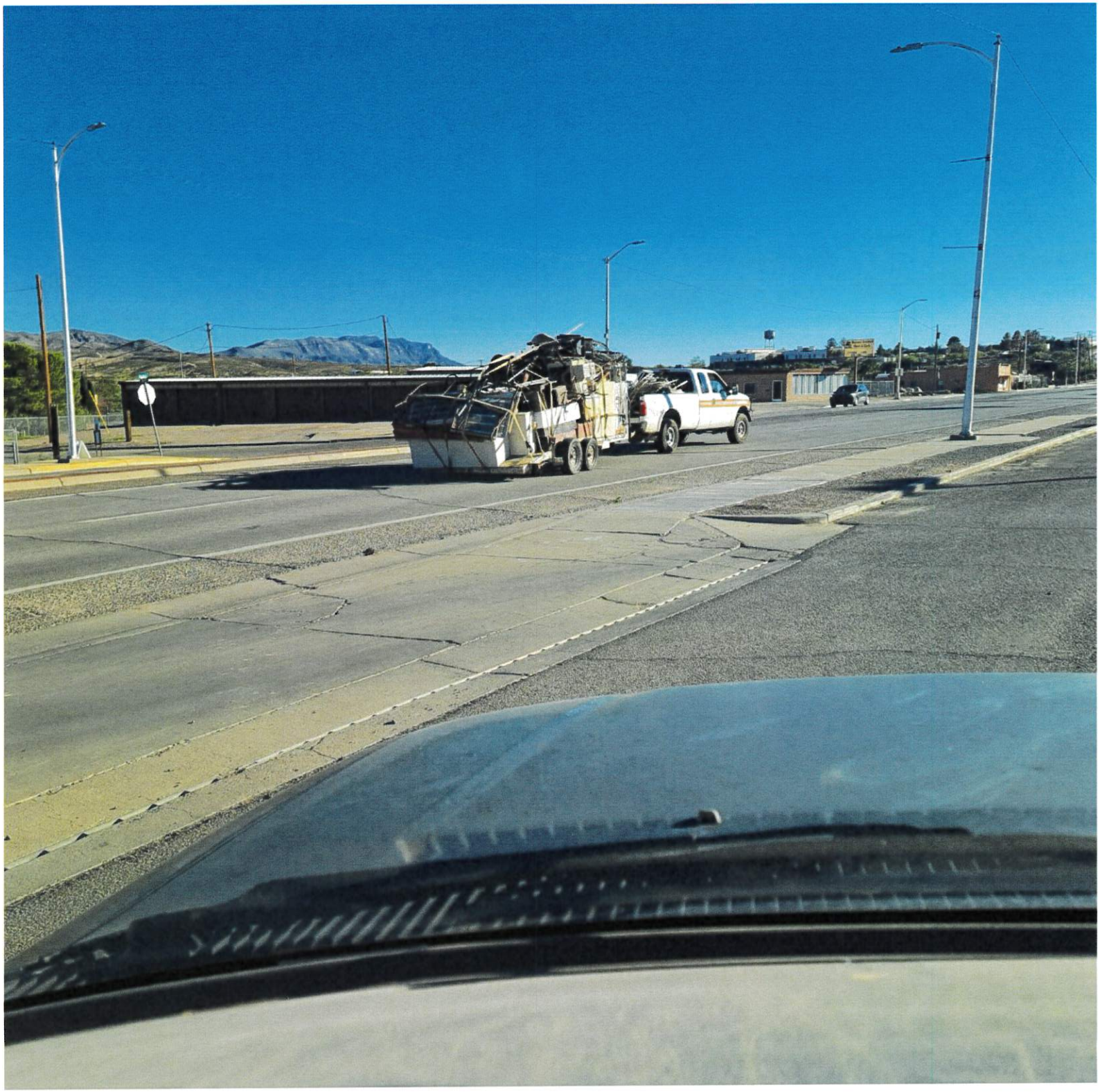
Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 1-3-2024

TorC City Clerk

From: Bibiana Gower <bibiana172@gmail.com>
Sent: Thursday, December 21, 2023 1:24 PM
To: TorC City Clerk; Bibiana V. Gower
Subject: Resolution No. 25 23/24 Request to be on the Next Agenda Meeting 1/3/2024

City Clerk, I would like to request to be in the next commission meeting of January 3, 2024. I would like to discuss the subject of resolution no. 25 23/24 and my objection and advise of my documentation with city officials involved with complaint.

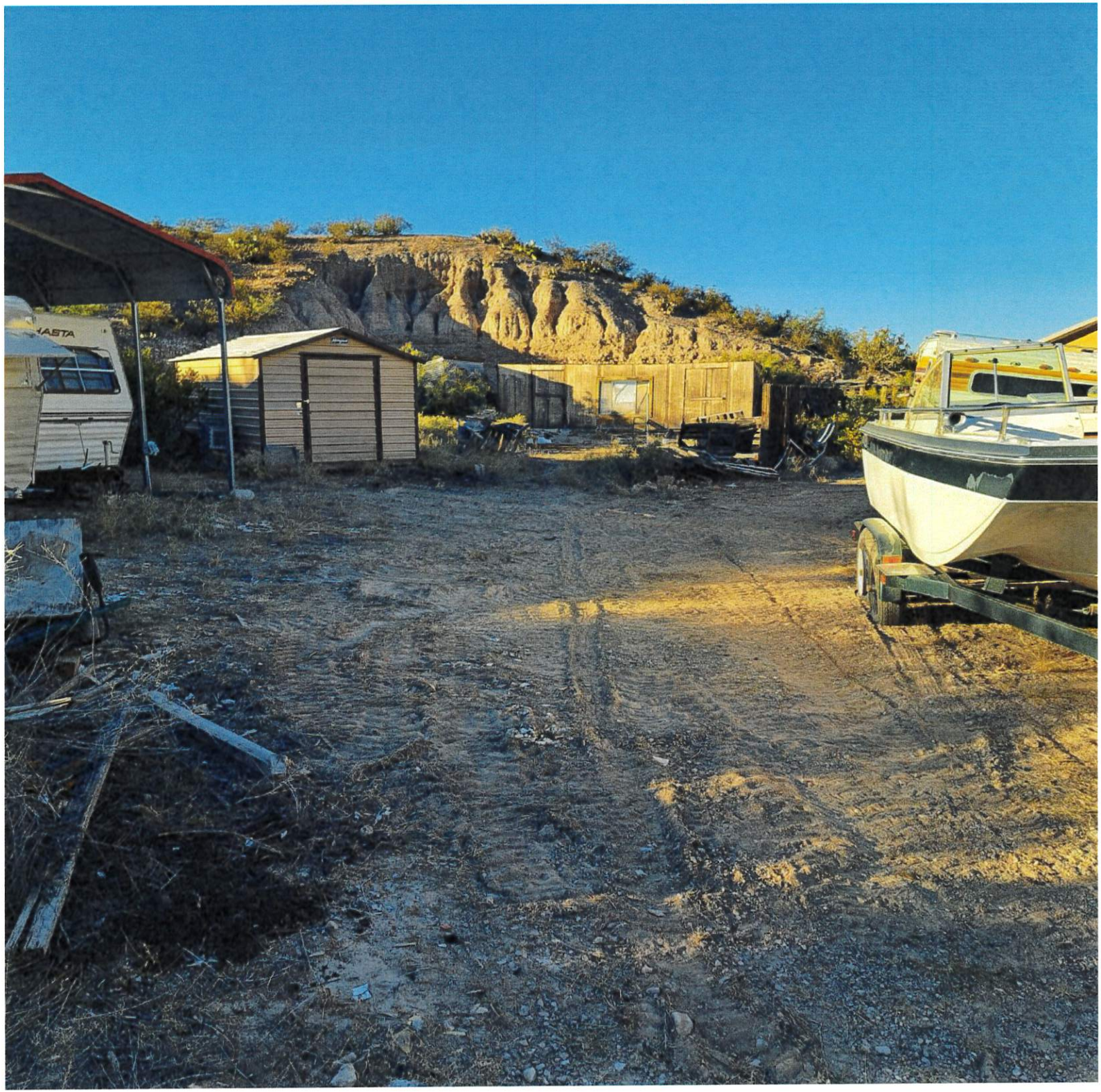
Thank you,
Bibiana Gower
(505) 639-0981








873
bobcat
FRAGILE
HANDLE WITH CARE
SONY


HASTA





CITY OF TRUTH OR CONSEQUENCES

CITY COMMISSION

RESOLUTION NO. 25 23/24

A RESOLUTION REQUIRING THE PROMPT REMOVAL OF WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE FROM THE PROPERTY AT 709 BROAD STREET, TRUTH OR CONSEQUENCES, NEW MEXICO; FINDING THAT THE PRESENCE OF THE WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE IS A MENACE TO THE PUBLIC COMFORT, HEALTH, SAFETY AND WELFARE; PROVIDING THAT THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY MAY FILE WRITTEN OBJECTIONS TO THIS RESOLUTION AND SEEK A HEARING BEFORE THE GOVERNING BODY, AS PROVIDED BY STATUTE; AUTHORIZING THE CITY MANAGER TO REMOVE THE ACCUMULATED RUBBISH, WRECKAGE AND DEBRIS FROM THE PROPERTY AND DISPOSE OF IT IF THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY DOES NOT TIMELY DO SO; PROVIDING THAT THE CITY OF TRUTH OR CONSEQUENCES SHALL RECOVER ITS COSTS INCURRED FOR THE REMOVAL AND DISPOSAL OF THE WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE AS AND TO THE EXTENT PROVIDED BY STATUTE.

WHEREAS, it has been brought to the attention of the City Commission, the governing body (hereinafter, "Governing Body") of the City of Truth or Consequences (the "City") that since at least July 11, 2023 there has existed an accumulation of rubbish, wreckage, junk, auto parts and debris on the residential property at 709 Broad Street (the "Property"), which is located within the City; and

WHEREAS, on information and belief the Property is owned by Bibiana Gower (hereinafter "Owner"); and

WHEREAS, the Governing Body is reliably informed that the presence of the accumulated junk, auto parts, rubbish, wreckage and debris violates the City's ordinances relating to the use of residential property and, in particular, violates Section 6-72, Section 6-74, Section 6-77, Section 6-75, Section 6-78, Section 6-52, and Section 4-229 of the City's Code of Ordinances, prohibiting the accumulation and presence of materials that would inhibit reasonable egress from the Property and reasonable access to the property by the Fire Department in the event of fire or other emergency; and

WHEREAS, for the foregoing reasons the Governing Body finds that the presence of the accumulated rubbish, wreckage and debris constitutes a menace to the public comfort, health, safety and welfare, and may also be a fire hazard and the risk imposed on adjacent properties and

public rights of way in the event of fire or other emergency, and must therefore be removed from the Property to protect the public health, safety and welfare; and

WHEREAS, the Governing Body has authority to require the removal and disposal of the accumulated rubbish, wreckage and debris from the Property pursuant to Section 3-18-5, NMSA 1978, and the procedures and safeguards set forth in this Resolution; and

WHEREAS, pursuant to Section 3-18-5(F) NMSA 1978, the costs incurred by the City for the removal and disposal of the accumulated rubbish, wreckage and debris shall constitute a lien on the Property where it is located, which lien may be foreclosed in accordance with Sections 3-36-1 through 3-36-6, NMSA 1978.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Truth or Consequences, New Mexico, that:

1. By this Resolution and in accordance with Section 3-18-5, NMSA 1978, Owner is ordered to promptly remove all accumulated rubbish, wreckage and debris from the Property and either dispose of it or, to the extent any of it may be usable for any purpose, Owner may store it safely in an appropriate legal location outside the City, or within the City in a location where storage of such materials is permitted under the City's Code of Ordinances and in accordance with the requirements of all applicable City ordinances.

2. Removal of the accumulated rubbish, wreckage and debris shall commence and be completed no later than ten (10) business days following service of this Resolution upon Owner, which service shall be deemed complete upon the mailing of a copy of this Resolution to Owner at his last known mailing address and the posting of a copy of this Resolution on the Property. The removal may also include any and all obstructions that may inhibit the City to perform its removal.

3. In the event that removal of the accumulated rubbish, wreckage and debris is not commenced and completed by or on behalf of Owner within the time period specified herein or such extension or extensions of time as may be lawfully required in accordance with Section 3-18-5, NMSA 1978, then the City Manager shall and is hereby instructed to cause the removal and disposal of the rubbish, wreckage and debris in the manner provided by Section 3-18-5, NMSA 1978. As provided in Section 3-18-5(F), the reasonable costs incurred by the City to remove and dispose of the rubbish, wreckage and debris, and thus to bring the Property into compliance with applicable City ordinances and regulations so that it no longer impairs the public health, safety and welfare, shall be a lien upon the Property and shall be foreclosed in the manner provided by Sections 3-36-1 through 3-36-6, NMSA 1978.

4. If the Owner or any occupant of the Property or agent of the Owner of the Property objects to this Resolution or any provision hereof, such Owner, occupant or agent may, within ten (10) days following service of this Resolution as provided herein, file written objections in the office of the City Clerk of the City of Truth or Consequences and the City will thereupon provide for a hearing before the Governing Body to consider this Resolution and the objections, in accordance with Section 3-18-5(D), NMSA 1978.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Truth or Consequences, New Mexico, this 13th day of December, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk

CITY OF TRUTH OR CONSEQUENCES

CITY COMMISSION

RESOLUTION NO. 26 23/24

A RESOLUTION FINDING THE PROPERTY AT 709 BROAD, TRUTH OR CONSEQUENCES, NM, TO BE A DANGEROUS AND UNSAFE STRUCTURE AND AUTHORIZING DEMOLITION.

WHEREAS, the City of Truth or Consequences wishes to pursue the removal of dangerous and unsafe structures within the City, and;

WHEREAS, pursuant to City Code Chapter 4, Article IV Section 4-226 through 4-235 regarding dangerous and unsafe structures, City administration has identified the structure located at 709 Broad to be a dangerous building. The violations include, but are not necessarily limited to, those items listed in the _____ Inspection Report, a copy of which is attached hereto as Exhibit 1.

WHEREAS, the City has followed all of the required procedures as follows:

1. Certified letters were sent stating the violation and action to be taken by the owner(s).
2. The certified letters were duly sent to all those known to have an interest in the property. The certified letters were not claimed.
3. The owners were allowed 15 days from receipt of the letter to take action.
4. As no action had been taken after 15 days, the property was posted with a condemnation notice.
5. Commission action is now needed to approve the demolition of the structure(s), and;

WHEREAS, the City has followed all of the required procedures for notification as described in City Code for the removal of the structure(s).

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

The City of Truth or Consequences through its Governing Body agrees to direct staff to take all actions necessary to implement the removal of structure(s) at 709 Broad, Truth or Consequences NM.

The City may also claim and record a lien for the reasonable cost of removal of the structure(s) and related materials, and associated legal fees plus interest.

Any entity who can establish an ownership interest in the above-described premises has the right to file an objection to this Resolution with the City Clerk's office located at 505 Sims, Truth or Consequences, NM. Said objection must be filed within ten (10) days of the Resolution being served upon those claiming an interest, or if no such person can be found, then ten (10) days from the date of publication. A copy of the Resolution shall also be posted on the premises.

If a timely objection is filed, the City Commission will schedule a hearing to decide the merits of the objection.

PASSED, APPROVED AND ADOPTED THIS 13th DAY OF DECEMBER, 2023.

CITY OF TRUTH OR CONSEQUENCES

By: _____
Amanda Forrister, Mayor

CITY OF TRUTH OR CONSEQUENCES
CORPORATE SEAL
ATTEST
1950
NEW MEXICO

_____
Angela Torres, City Clerk

City of Truth or Consequences

Office of Code Enforcement
507 McAdoo Street
Truth or Consequences, New Mexico 87901
PD (575) 894-1204 Fax (575) 894-6287

July 11, 2023

CERTIFIED MAIL
POSTED PREMISES

Bibiana Victoria Gower
4100 Leon Grande SE
Rio Rancho, NM 87124

TO WHOM IT MAY CONCERN:

The property listed below is in violation of the Municipal Codes of the Truth or Consequences City Code of Ordinances.

LOCATION: 709 Broad, T or C NM 87901

VIOLATION: 6-72, Declaration of Nuisance; Unlawful
6-74, Unsanitary Premises
6-77, Storage on Private Property
6-75, Hazardous Premises
6-78, Weeds, responsibility of owner
6-52, Prohibited (Motor Vehicles)
4-229 Dangerous Structure or premises

ACTION REQUIRED TO ABATE VIOLATION: Remove all violations from the premises.

We respectfully request that you take action to abate the listed violations within fifteen (15) days of receipt of this notice, or the City of Truth or Consequences must exercise its legal responsibility to enforce the code. You will receive no further notification.

If you have any questions, please do not hesitate to contact me at (575) 894-1204, Extension 331.

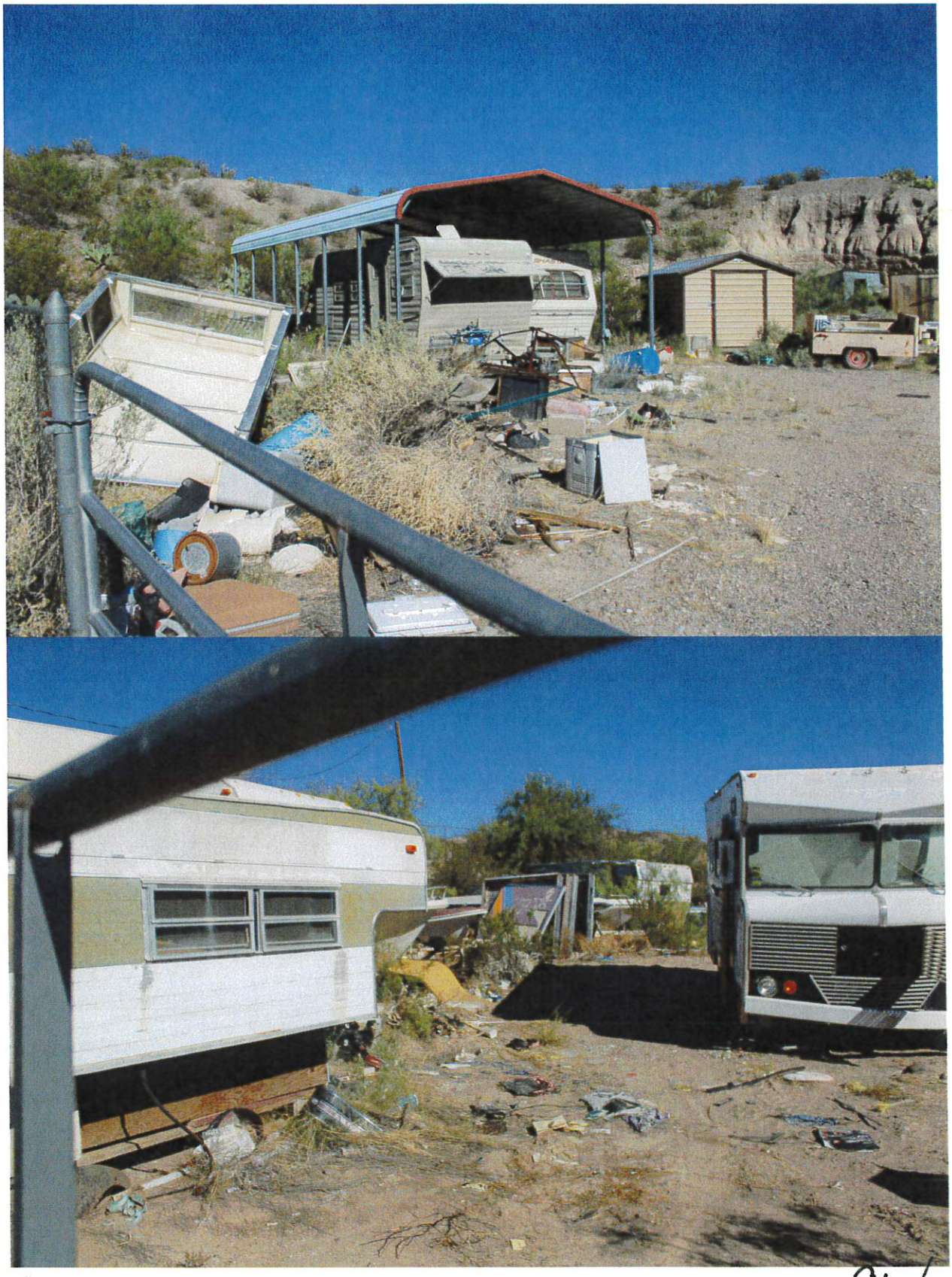
Sincerely,
Jamie Sweeney
Code Enforcement Officer



Exb- A

709 Broad

9/5/23



Exb-B 709 Broad 9/5/23



Exb-C 709 Broad 9/5/23



Exb-D 709 Broad 9/5/23



Exb A 709 Brood 7/10/23



Ext B

709 Broad

7/10/23



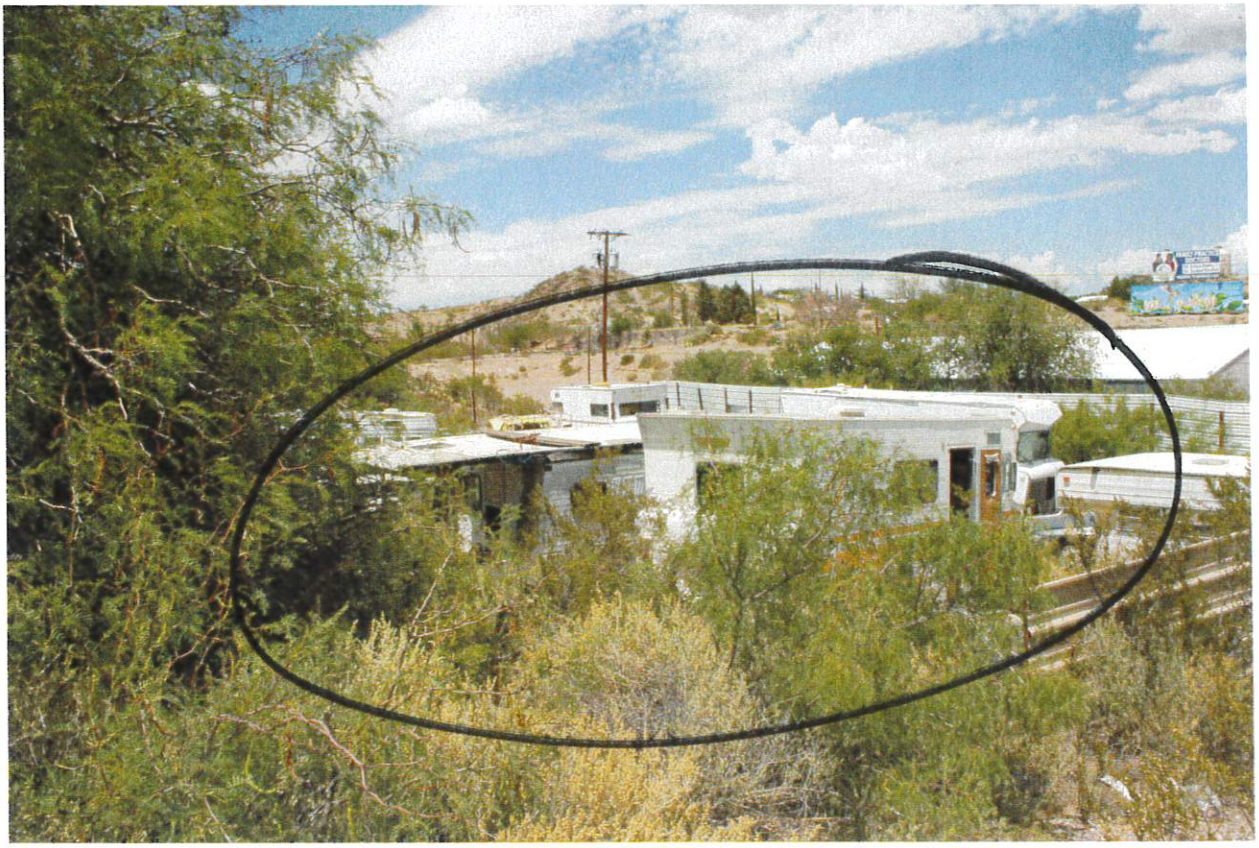
Exb C 709 Broad 7/10/23



Exb D

709 Broad

7/10/23



Exb E 709 Brood 7/10/23

Search by Owner # Owner Name Mailing Zip Code Property Code Physical Address Subdivision Metes Assessor Map Lookup

Click to Print

Owner Information

Owner # 3251 **District** 6 IN

GOWER BIBIANA VICTORIA

4100 LEON GRANDE SE

RIO RANCHO NM 87124

Estimated Taxes for Owner

Estimated Tax	Estimated Year used
$616.97	2022

Calculate Estimated Tax

Recap Value Information

Central Full Value	0	**Full Value**	85170
Land Full Value	34230	**Taxable Value**	28390
Improvements Full value	50940	**Exempt Value**	0
Personal Property Full Value	0	**Net Value**	28390
Manufactured Home Full Value	0		
Livestock Full Value	0		

Property Information

Property Code 3022078416519

Book 140 **Page** 2720 **Reception#** 202301049

Physical Address 709 BROAD ST

Bldg Apt

Section 33 **Township** 13 S **Range** 4 W

0.85 ACRES IN SW4SW4

Appraisal Information

Basement Sq. Ft.	0	First Floor Sq. Ft.	1295	Second Floor Sq. Ft.	0	Year built	1952

Property Value Information

101 Residential Land	0.00	34230
201 Residential Improvements	0.00	45345
203 Residential Improvements	0.00	5595

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Biabiana Victoria Gower
4100 Leon Grande SE
Rio Rancho, NM 87124

9590 9402 5238 9122 6034 07

2. Article Number *(Transfer from service label)*

7012 2210 0002 0320 6400

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Dominik Gower C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ ed Mail
- ☐ ed Mail Restricted Delivery ($500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

7012 2210 0002 0320 6400

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT Code
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

TRUTH OR CONSEQUENCES NM 87901
JUL 11 2023
Postmark Here
USPS

Sent To Biabiana Victoria Gower
Street, Apt. No.; or PO Box No. 4100 Leon Grande SE
City, State, ZIP+4 Rio Rancho, NM 87124

PS Form 3800, August 2006 See Reverse for Instructions

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: H.2

SUBJECT: Appointment of Shennoah Bree Nisly to the Recreation/Golf Course Advisory Board.
DEPARTMENT: Clerk's Office
DATE SUBMITTED: December 29, 2023
SUBMITTED BY: Angela A. Torres, City Clerk
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The Recreation/Golf Course Advisory Board has 4 vacancies on their board. On December 11, 2023, the board recommended the appointment of Shennoah Bree Nisly to serve a 2-year term on the Recreation/Golf Course Advisory Board.

Recommendation:

Approval of the Recreation/Golf Course Advisory Board's recommendation to appoint Shennoah Bree Nisly to serve a 2-year term on their board.

Attachments:

-

- RAB/GCAB Board Member application.

Fiscal Impact (Finance): **No**

-

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 1-3-2023

City of Truth or Consequences

City Boards Application

Name: Shennoah Bree Nisly **Address:** 602 E. 3rd. Ave. T/C, NM 87901

Phone: 330-501-7978 **Email:** Shennoah.bree@yahoo.com

I am interested in serving as a member of one the following Boards:

☐ Airport Advisory Board ☐ Public Arts Advisory Board ☑ Recreation/Golf Course Advisory Board

☐ Public Utility Advisory Board ☐ Library Advisory Board ☐ Impact Fee Board

☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission

☐ Other: _____

My qualifications are:

- 2 years Project management experience,
- 5+ years Administrative experience,
- 5+ years management experience.

*Relevent experience as it relates to working with the public in a customer service, hospitality and Recreational/home improvement + construction industry, including:

- Industrial Food service - children + seniors - project mgt, incl. grant writing + purchasing w/ funds.
- Small business - in-ground pool construction - project mgt, scheduling, zoning, inspections + permitting.

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature: Shennoah B. Nisly **Date:** 11/21/2023

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: H.3

SUBJECT: Appointment of Joseph Ferrell to the Recreation/Golf Course Advisory Board.
DEPARTMENT: Clerk's Office
DATE SUBMITTED: December 29, 2023
SUBMITTED BY: Angela A. Torres, City Clerk
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The Recreation/Golf Course Advisory Board has 4 vacancies on their board. On December 11, 2023, the board recommended the appointment of Joseph Ferrell to serve a 2-year term on the Recreation/Golf Course Advisory Board.

Recommendation:

Approval of the Recreation/Golf Course Advisory Board's recommendation to appoint Joseph Ferrell to serve a 2-year term on their board.

Attachments:

-

- RAB/GCAB Board Member application.

Fiscal Impact (Finance): **No**

-

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 1-3-24

City of Truth or Consequences

City Boards Application

Name: Joseph Ferrell **Address:** 1203 N. Pershing St, Apt. B/Tor C

Phone: 516-216-0117 **Email:** hawser1971@aol.com

I am interested in serving as a member of one the following Boards:

☐ Airport Advisory Board ☐ Public Arts Advisory Board ☒ Recreation/Golf Course Advisory Board

☐ Public Utility Advisory Board ☐ Library Advisory Board ☐ Impact Fee Board

☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission

☐ Other: _____

My qualifications are:

- full time Tor C resident (& married to a golfer!)
- looking to serve the community & have the time to do so
- part time volunteer at the Hamilton Military Museum

Education:

- B.S. Marine Transportation / SUNY Maritime College
- M.S. Elementary Education / Southampton College, Long Island, NY

Work: - 5 years elementary education teacher

- 40+ years US merchant marine: 25 yrs. afloat + 15 yrs ashore as a supervisor/port captain; currently an online consultant for a NY tugboat + oil barge company

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature: Joseph Ferrell **Date:** 17 Nov. 23

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: H.4

SUBJECT: Sierra County Arts Council Memorial Donation & Gift Agreement.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 29, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Cary "Jagger" Gustin

Summary/Background:

The Sierra Arts Council would like to donate a sculpture to be placed at the Healing Waters Plaza Park. Detailed letter attached.

Recommendation:

None.

Attachments:

- Corresponding documents.

-

Fiscal Impact (Finance): **N/A**

$0.00

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 1-3-2024

Date : January 3rd, 2024

Narrative and background information for Proposed Carol Plec Sculpture:

Carol Plec was an accomplished artist here in Truth or Consequences, NM. Upon her death her family and the estate left the Sierra County Arts Council a bequest of $5000 to further the arts and arts programs here in Sierra County. Fund raising and further donations now total $9,065.60 in that fund.

The Sierra County Arts Council has voted to honor our friend and benefactor by recreating a piece of her art work. Further discussion has resulted in the Council wishing to gift the City of Truth or Consequences a sculpture for the Healing Waters Plaza Downtown, for residents and visitors to enjoy.

The sculpture will carry an engineers stamp and permit from the State of New Mexico.
The sculpture is approximately 9—10 foot tall and 4 foot wide
The Council has a bid from Kendra Brock, an Albuquerque NM Based sculptor and a Carol Plec family friend. Kendra Brock Is an accomplished Sculptor with nation wide commissions Of her work.

The Council is now currently moving through the Presentation and approval Process for the City Of Truth or Consequences, NM For this artistic gift.

Additional funds are needed and the Council is exploring avenues to obtain the additional funds required.

The Sierra County Arts Council Carol Plec Sculpture Committee Members are: Susan Buhler, Joanne Long, Sid Bryan, Rebecca Speakes, Stacy Blum Hay, Cary 'Jagger' Gustin

CITY OF TRUTH OR CONSEQUENCES
MEMORIAL DONATION AND GIFT AGREEMENT FORM

Name: Sierra County Arts Council CAROL Plec Sculpture committee

Organization (if applicable): Sierra County Arts Council

Address: P.O. Box 1924 Truth or Consequences, NM 87901

Phone: 575-894-0615 Email: SCACNMCUMexico@gmail.com

Proposed Memorial Location: City of Truth or Consequences, NM Healing Waters PLAZA

Bench, table, or tree type (description) metal sculpture

Plaque: X Yes _____ No (benches and tables include plaque)

Inscription: 3 lines with 45 characters per line maximum, including spacing and punctuation.
exact verbage for PLAQUE to Be determined

Memorial gifts to the City are considered outright and unrestricted donations. The City does not guarantee permanency of the accepted donation. If a memorial must be relocated, Department staff will attempt to notify the donor in writing at the address shown on this form. Donations may be tax deductible.
The donor declares to have read the Memorial Donation Acceptance and Management Guidelines. The donor understands and agrees with the guidelines set forth in this policy and agrees to pay the City the required donation funds within one month of notification of Memorial Agreement approval.

X I have read and understand the donation policy.

Signature Donor: ABY "JAGGER" Gustin Arts Council Board President

APPROVED / DISAPPROVED

Date _____ Department Head Signature _____

Date _____ City Manager Signature _____

Date _____ Mayor Signature _____

Lead Piece



Kendra Grace Brock
737 Cordova PL NW
Albuquerque, NM 87107
541-514-4605. kendragbrock@gmail.com

Education
Bachelor of Fine Arts 1999
East Carolina University
Greenville, North Carolina

Ceramics Department 1994-1996
University of New Mexico
Albuquerque, New Mexico

Additional Education
2023 Down on the Farm Iron Pour
Decorah, Iowa

1999-2019 Mesalands Annual Iron Pour and Art Show
Mesalands Technical Community College, Tucumcari, NM

2001 Iron Rodeo
Iron Casting Residency
Maryhill Museum of Art, Maryhill, Washington

1999 Baltic Abroad Iron Casting
Estonia. Latvia, Lithuania, Russia

1999 Public Art Session
Penland School of Crafts, Penland, NC

1999 Sloss Metal Arts
Conference and Iron Pour
Birmingham, Alabama

1999 National Council on Education for the Ceramic Arts Conference
Columbus, Ohio

1998 International Conference on Contemporary Cast Iron Art
Johnson Atelier, Mercerville, NJ

Grants/Awards
2023. New Mexico Arts
New Mexico Only Purchase Initiative

2020 Windows on the Future
Albuquerque, New Mexico

2015 Designers Choice Winner
Metamorphose Fashion Show, Eugene, Oregon

2006 Art in Public Places TIME Project
Taos, New Mexico

1999 "Downtown Window Project"
Installation at Kimo Theatre space, Albuquerque, NM

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: H.5

MEETING DATE: January 3, 2024

SUBJECT: Water Update
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 29, 2023
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 1-3-2024

City of Truth or Consequences

AGENDA REQUEST FORM

Agenda Item #: H6

MEETING DATE: January 3, 2024

SUBJECT: Approval of Purchase Requisitions Over $20,000
DEPARTMENT: Finance
DATE SUBMITTED: December 22, 2023
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Angie Gonzales, City Manager or Traci Alvarez, Assistant 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 agenda 1-3-24

PURCHASE REQUISITION APPROVAL **2023-24 Fiscal Year**

COMMISSION MEETING 12/13/2023

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
78283	Silversky Inc.	E-mail exchange and storage	Angie Gonzales	City Manager	$ 22,980.00	
91302	Melloy Chevrolet	Chevrolet Silverado 1500 Pickup - 2024	Arnie Castaneda	Waste Water	$ 50,000.00	
91358	Melloy Brother Inc	Nissan Kicks SUV - 2024	Arnie Castaneda	Water	$ 22,395.33	
					$ 95,375.33	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Amanda Forrister, Mayor Date

City of Truth or Consequences

Finance Department | 505 Sims Street
Truth or Consequences, New Mexico 87901
Phone (575) 894-6673 Fax (575) 894-0363

CHANGE ORDER FORM

DATE: 12/18/2023
PO#: 78283
VENDOR: SILVERSKY INC

PO LINE ITEMS & AMOUNT(S) BEING INCREASED OR DECREASED:

LINE 1: INCREASE 101-1018-43815 FROM $13,520.20 TO $16,520.00
LINE 2: INCREASE 503-3702-43815 FROM $1044.95 TO $1,615.00
LINE 3: INCREASE 504-3803-43815 FROM $1044.95 TO $1,615.00
LINE 4: INCREASE 505-3904-43815 FROM $1044.95 TO $1,615.00
LINE 5: INCREASE 506-4005-43815 FROM $1044.95 TO $1,615.00

PO TOTAL BEFORE CHANGES: $ **17,700.00**

PO TOTAL AFTER CHANGES: $ **22,980.00**

JUSTIFICATION FOR INCREASE:

PO INCREASE due to: INCREASE IN SERVICES BEING UTILIZED

CHANGE ORDER SUBMITTED BY NAME & DIVISION:

Name of Submitter: Silke Kapela SMK 12/18/23
City of Truth or Consequences, Finance Department

PURCHASING DEPARTMENT USE ONLY

Date Approved: Click here to enter a date.
Approved by: Click here to enter text.

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

PURCHASE ORDER

PO Number: 78283 **Date:** 07/01/2023

Requisition #: 90085 **Vendor #:** 7896

ISSUED TO: SILVERSKY, INC.
PO BOX 150433
HARTFORD, CT 06115-0433

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		OPEN PO FY23/24 GENERAL FUND	101-1018-43815		0.00	13,520.20
2	0		OPEN PO FY23/24 ELECTRIC DEPT	503-3702-43815		0.00	1,044.95
3	0		OPEN PO FY23/24 WATER DEPT	504-3803-43815		0.00	1,044.95
4	0		OPEN PO FY23/24 SOLID WASTE DEPT	505-3904-43815		0.00	1,044.95
5	0		OPEN PO FY23/24 WASTE WATER DEPT	506-4005-43815		0.00	1,044.95

SUBTOTAL:	17,700.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	17,700.00

Chief Purchasing Office Meredith Reed Date: 09/07/2023

Director of Finance: Requisition approved electronically.

City Manager: Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax – ID# 01-405755-007

REQUISITION

Requisition #: 91302

Date: 12/13/2023

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	1	2024 1500 CHEVROLET SILVERADO		50,000.00	506-4005-80810	50,000.00

PO Description: WASTEWATER TRUCK

Detailed Description:

2024 1500 CHEVROLET SILVERADO
STATE CONTRACT 00-00000-20-00120
PENDING APPROVAL FROM COMMISSION IN JANUARY 3, 2024.
WASTEWATER TRUCK

SUBTOTAL:	50,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	50,000.00

Authorized By: _____

MELLOY

VEHICLE QUOTE

November 30, 2023

CITY OF TRUTH OR CONSEQUENCES

NEW MEXICO STATE PRICE AGREEMENT #00-00000-20-00121
ITEM #6 2024 CHEVROLET SILVERADO 1500 CREW CAB 4X4

Base Price		$45,584.00
Opt Y) Locking Rear Differential		395.00
Opt AJ) Remote Keyless Entry		695.00
Opt AM) Skid Plates		150.00
Opt AU) Factory Trailer Brake Controller		275.00
Opt AV) Trailer Tow Package		395.00
	TOTAL	$47,494.00

REQUISITION

Requisition #: 91358

Date: 12/26/2023

Vendor #: 9036

ISSUED TO: MELLOY BROTHERS INC
Attn:DON BONAR 505-232-6479
7707 LOMAS BLVD NE
ALBUQUERQUE, NM 87110-

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

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	NISSAN KICKS 2024		0.00	504-3803-80810	22,395.33

PO Description: CAR FOR WATER DEPARTMENT

Detailed Description:

NISSAN KICKS 2024
STATE CONTRACT 00-00000-19-00026
WATER DEPT CAR
PENDING APPROVAL FROM COMMISSION ON JAN 3, 2023
TO MOVE AMOUNT INTO OTHER CAPITIAL AND APPROVAL FOR PURCHASE.

SUBTOTAL:	22,395.33
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	22,395.33

Authorized By: _____

ɪm: Don Bonar <donb@melloynissan.com>
ɪt: Tuesday, December 19, 2023 3:28 PM
: Foreman, Jamie <jforeman@torcnm.org>
ɔject: RE: Melloy Nissan

nie, I think this is what you are looking for:
ʌ #00-00000-19-0026
m # 010 $16963.00
tion J $1710.00
tion O $145.00

ɐ official bid for the 2024 Nissan Kicks is $22319.70 plus any applicable fees. This is after all applicable rebates/incentives from Nissan have been applied.

here is something different that is needed please let me know. I am new to the fleet end of the business, so if I did not provide what you need, you will not hurt my feelings by telling me that!
ank you,

ɪn Bonar | Internet Manager
ɛlloy Nissan | 7707 Lomas Blvd NE
ɔuquerque | NM | 87110
5.265.8721 | main
5.916.5807 | direct
k me about Warranty Forever
ɾw.melloynissan.com

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: H.7

MEETING DATE: January 3, 2024

SUBJECT: Discussion/Action: Approval of 2023 Regional Recreation Centers/Quality of Life Grant for a Master Plan of the Louis Armijo Sports Complex
DEPARTMENT: Parks
DATE SUBMITTED: December 28, 2023
SUBMITTED BY: O.J. Hechler
WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Services Director

Summary/Background:
This City received a grant award in the amount of $48,188.00 to plan and design the Louis Armijo Sports Complex in Truth or Consequences in Sierra County

Recommendation:
Approve Grant Award

Attachments:

- Award Letter
- Grant Agreement

Click here to enter text.

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 1-3-2024

DocuSign Envelope ID: 3642FAE0-E909-40BA-BA90-A6D30A75AF47

New Mexico
Department *of* Finance
and Administration

407 Galisteo St,
Santa Fe, NM 87501
(505) 827- 4985

Michelle Lujan Grisham, Governor
Wayne Propst, Cabinet Secretary

Local Government Division
Wesley Billingsley, Division Director

November 27, 2023

To: Amanda Forrister
City of Truth or Consequences

From: Wesley Billingsley, Director
DFA Local Government Division

Re: HB2 – 2023 Regional Recreation Centers/Quality of Life Grant Award

Congratulations! On behalf of the DFA Local Government Division (DFA/LGD), it is our pleasure to inform you that City of Truth or Consequences has been awarded $48,188.00 for the 2023 Regional Recreation Centers/Quality of Life Grant.

The HB2 – 2023 Regional Recreation Centers/Quality of Life Grant is funded with Federal funds, therefore will require specific reporting of which will be included with your grant agreement. Grant agreements will be issued within the next few days and some additional information may be requested to execute the grant agreement. Please note the term of these grant agreements are July 1, 2023, to June 30, 2024. Please be aware grantees cannot expend or incur costs against the grant agreement with DFA/LGD prior to July 1, 2023.

We look forward to working with you on this exciting project. If you have any questions, please contact Alison Gillette CDB Project Manager on the CDB Team at Alison.Gillette@dfa.nm.gov; 505-469-7811.

Respectfully,

DocuSigned by:
Wesley Billingsley
D891C24BB85B4E9...

Wesley Billingsley, Director
Local Government Division

xc: Carmen Morin, Community Development Bureau (CDB), Bureau Chief
Alison Gillette CDB Project Manager

STATE OF NEW MEXICO SUBRECIPIENT AGREEMENT
FOR
THE REGIONAL RECREATION CENTERS QUALITY OF LIFE PROGRAM

COVER PAGE

State Agency Department of Finance and Administration	**Agreement Number** **23-ZH5053-52**
Subrecipient Name City of Truth or Consequences **Subrecipient Unique Entity Identifier (UEI)** YRPKBBHU1EJ8	**Subaward Period of Performance** Start Date *July 1, 2023* End Date *June 30, 2024*
Subaward Amount $ 48,188.00 (This amount reflects the amount of federal funds obligated by this action and the current financial obligation)	**Subaward Budget Period** Start Date *July 1, 2023* End Date *June 30, 2024*
Subaward Project Description (Purpose) Grant of Coronavirus State and Local Fiscal Recovery Funds to plan and design the Louis Armijo Sports Complex in Truth or Consequences in Sierra County.	
Exhibits The following are Exhibit and Attachments are included within this Agreement: 1. Exhibit A, Federal Award Information 2. Exhibit B, Scope of Work and Budget 3. Exhibit C, Federal Provisions 4. Exhibit D, Assurances of Compliance with Civil Rights Requirements 5. Exhibit E, Davis-Bacon Act Requirements (If Applicable) 6. Exhibit F, Eligible and Restricted Uses of CSFRF Funds 7. Exhibit G, CSFRF Quarterly Reports	
Contact Information Pass-Through Entity (State): Agency Name: Local Government Division of Department of Finance and Administration Representative: Alison Gillette Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: Alison.Gillette@dfa.nm.gov	Subrecipient: Name: City of Truth or Consequences Representative: Amanda Forrister Title: Mayor Address: 505 Sims St T or C NM, 87901 Email: amanda.forrister@torcnm.org

FEDERAL AWARD IDENTIFICATION

In accordance with the Code of Federal Regulations (C.F.R.), 2 C.F.R. Part 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Awarding Office	United States Department of the Treasury
Grant Program	Coronavirus Local Fiscal Recovery Fund
Assistance Listing Number	21.027
Federal Award Date	June 9, 2021
Award End Date	October 31, 2026
Indirect Cost Rate	
Research and Development Award?	No
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount in Federal Award (this is not the amount in the grant agreement)	$1,751,542,935.00

SUBRECIPIENT AGREEMENT BETWEEN
THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
City of Truth or Consequences

THIS SUBRECIPIENT AGREEMENT is hereby made and entered into this 20th day of November 2023, by and between the New Mexico Department of Finance and Administration ("DFA") (hereinafter referred to as "**STATE**"), and City of Truth or Consequences (hereinafter referred to as "**SUBRECIPIENT**").

WHEREAS, the U.S. Department of Treasury (hereinafter referred to as "Treasury" or "GRANTOR") has made federal funds available to the STATE under the Coronavirus State and Local Fiscal Recovery Fund ("CSLFRF") Program (Assistance Listing Number ("ALN") 21.027);

WHEREAS, Recipients under the CSLFRF Program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 that receive a CSLFRF award. Subrecipients under the CSLFRF Program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the CSLFRF award on behalf of the recipient;

WHEREAS, Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSLFRF statute, CSLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable; and,

WHEREAS, this Agreement addresses the flow of funds from the Treasury above to the STATE who will then provide the same referenced subaward funds to the SUBRECIPIENT, as legally allowed by the relevant law and regulations, for any approved scope of work as further discussed in Section 1 of this agreement;

NOW THEREFORE, the STATE and the SUBRECIPIENT do mutually agree to the following terms and conditions of this agreement:

1. **Definitions**

   a. "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

   b. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

   c. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
   d. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner.

The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against State, or the appointment of a receiver or similar officer for State or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

e. "**Budget**" means the budget for the Work described in Exhibit B.

f. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the legal public holidays.

g. "**Effective Date**" means the date on which this Agreement is approved and signed by the New Mexico agency, as shown on the Signature for this Agreement.

h. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

i. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.

j. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.

k. "**Goods**" means any movable material acquired, produced, or delivered by State as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by the State in connection with the Services.

l. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

m. "**STATE**" means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.

n. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system

hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

o. "**Initial Term**" means the time period defined in the agreement.

p. "**IPRA**" means the Inspection of Public Records Act, a New Mexico state law that provides the public and media access to public information. The law requires open access to almost all public records in state and local government, with few exceptions

q. "**Matching Funds**" means the funds provided the State as a match required to receive the Grant Funds.

r. "**Party**" means the State or STATE, and "Parties" means both the State and Subrecipient.

s. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

t. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

u. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

v. "**Services**" means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.

w. "**State Confidential Information**" means any and all State Records not subject to disclosure under IPRA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under IPRA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to IPRA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently

becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

x. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

y. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under IPRA.

z. "**Subcontractor**" means third parties, if any, engaged by Subrecipients to aid in performance of the Work.

aa. "**Tax Information**" means federal and State of New Mexico tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

bb. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

cc. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

dd. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

ee. Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

2. Scope of Work

The GRANTOR has provided funds, through its CSLFRF Program, to the STATE who is then providing this same funding to the SUBRECIPIENT in accordance with this Agreement. Information related to the federal award is attached as **"Exhibit A."** The SUBRECIPIENT shall perform the services and necessary tasks required in order to accomplish the objectives of the GRANTOR'S Program which have been agreed to by the STATE, as outlined in **"Exhibit B."**

SUBRECIPIENT'S full and timely performance of Exhibit B-Scope of Work shall include strict compliance with all applicable federal, state or local laws, regulations and administrative policies as they relate to the SUBRECIPIENT'S specific approved project including but not limited to the references above as well as the following:

(a) SUBRECIPIENT will comply with 31 C.F.R. Part 35 Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

(b) SUBRECIPIENT will comply with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the C.F.R.

(c) SUBRECIPIENT will adhere to both the Federal Procurement Laws contained in 2 C.F.R. Part 200.318 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in the New Mexico Procurement Code.

(d) SUBRECIPIENT will adhere to the requirements of the GRANTOR'S CSLFRF Program.

(e) SUBRECIPIENT will adhere to the Scope of Work and Budget in Exhibit B.

(f) SUBRECIPIENT will comply with Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 where applicable.

(g) SUBRECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 C.F.R. Part 200.326 which is further discussed in Section 7 of this agreement.

(h) SUBRECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 7 of this agreement.

(i) SUBRECIPIENT will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in Section 7 of this agreement. SUBRECIPIENT agrees to alert the STATE immediately if a contractor working for the SUBRECIPIENT becomes debarred or suspended.

(j) SUBRECIPIENT acknowledges and agrees that the STATE is a "recipient" of CSLFRF funds as such term is used in the CSLFRF regulations, and SUBRECIPIENT shall provide, upon the reasonable request of the STATE, financial and performance reports sufficient to demonstrate SUBRECIPIENT'S compliance with CSLFRF and as otherwise necessary for STATE to satisfy the subrecipient monitoring and management requirements of 2 C.F.R. Part 200.331 to 200.333.

Pursuant to information submitted to the STATE for inclusion in the GRANTOR'S CSLFRF Program, the SUBRECIPIENT shall perform the following tasks:

Properly procure and complete the project substantially as described in Exhibit B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the SUBRECIPIENT. The ownership of any property furnished hereunder will be the property of the SUBRECIPIENT. The SUBRECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUBRECIPIENT.

In compliance with the above, the SUBRECIPIENT agrees to notify the STATE and federal GRANTOR, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to the SUBRECIPIENT. In addition, if an annual inventory is requested by the STATE then the SUBRECIPIENT will provide prompt access to all inventory records.

3. **Term of Agreement**

The term of this agreement shall become effective upon execution by DFA for the period of July 1, 2023 through June 30, 2024. All funds must be obligated by the SUBRECIPIENT by June 1, 2024, and all funds must be expended by June 30, 2024, and reimbursement requested by the SUBRECIPIENT to the STATE by July 15, 2024.

4. **Payment Terms of Grant Funding**

a. The maximum budget for the scope of work identified in Section 1 above:

$48,188.00 (Forty Eight Thousand One Hundred Eighty Eight Dollars and Zero Cents)

b. Taxes. Subaward, budget amount includes applicable New Mexico tax, including but not limited to the New Mexico Gross Receipts and Compensating Tax at N.M.S.A. (1978) § 7-9-1 *et seq.* ("NMGRT"). The SUBRECEIPENT is subject to and shall be liable for payment of all applicable New Mexico taxes, at the prevailing rate, for all work performed under Exhibit B—Scope of Work. The SUBRECIPIENT is solely responsible for the payment of all applicable New Mexico taxes.

c. Payment Procedures

(1) The STATE shall pay the SUBRECIPIENT in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B. SUBRECIPIENT segregate, on each invoice, the applicable New Mexico tax.

(2) SUBRECIPIENT shall initiate payment requests by invoice to the STATE, in a form and manner approved by the STATE.

(3) The STATE shall pay each invoice within forty-five (45) days following the STATE's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by the SUBRECIPIENT and previously accepted by the STATE during the term that the invoice covers. If the STATE determines that the amount of any invoice is not correct, then SUBRECIPIENT shall make all changes necessary to correct that invoice.

(4) The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

Advancement of funds, under this Agreement, is contingent upon the SUBRECIPIENT complying with all of the requirements for allowable uses for funds under the CSLFRF Program and providing sufficient documentation to the STATE as reasonably determined by the STATE. The SUBRECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the STATE.

d. Financial Documentation

The SUBRECIPIENT will provide copies of all related financial documentation to the STATE with the first quarterly report, supplying sufficient documentation to meet the reporting requirements of the CSLFRF Program. Any questioned costs which may occur at any point in this process (including the five (5) year period after grant closeout by the federal GRANTOR) will be the sole responsibility of the SUBRECIPIENT with respect to any activity covered by this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

5. **Reporting, Monitoring, and Review**

a. Requirements

The SUBRECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the Subrecipient has timely achieved the Scope of Work stated in Exhibit B to this Subaward. The ongoing monitoring of the SUBRECIPIENT will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

b. Risk Assessment

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight.

c. Monitoring

Monitoring and review activities will be detailed in a Monitoring Plan based on the STATE'S risk assessment of the SUBRECIPIENT and will be provided to the SUBRECIPIENT. The Monitoring Plan may include, but not be limited to, the SUBRECIPIENT'S technical progress compared to the intended milestones and deliverables; the SUBRECIPIENT'S actual expenditures compared to the approved budget, review of SUBRECIPIENT'S reimbursement requests including detailed backup documentation, or other subject matter specified by the STATE.

d. Performance and Final Status

SUBRECIPIENT shall submit all financial, performance and other reports to the STATE no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the STATE, containing an evaluation and review of SUBRECIPIENT's performance and the final status of SUBRECIPIENT's obligations hereunder.

e. Violations Reporting

SUBRECIPIENT shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The STATE or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 C.F.R. Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

f. Inspection

SUBRECIPIENT shall permit the STATE, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe SUBRECIPIENT Records during the Record Retention Period. SUBRECIPIENT

shall make SUBRECIPIENT Records available during normal business hours at SUBRECIPIENT's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the STATE, unless the STATE determines that a shorter period of notice, or no notice, is necessary to protect the interests of the STATE.

g. Final Audit Report

SUBRECIPIENT shall promptly submit to the STATE a copy of any final audit report of an audit performed on SUBRECIPIENT's records that relates to or affects this Agreement or the Work, whether the audit is conducted by SUBRECIPIENT or a third party. Additionally, if SUBRECIPIENT is required to perform a single audit under 2 C.F.R. Part 200.501, *et seq.*, then SUBRECIPIENT shall submit a copy of the results of that audit to the STATE within the same timelines as the submission to the federal government.

6. **Amendments and Assignments**

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

7. **Records, Audits, and Other Grant Compliance Issues**

It is understood that this agreement may be utilized as part of the American Rescue Plan Act (Coronavirus State and Local Fiscal Relief Fund – ALN 21.027) and therefore both parties agree to maintain accounts and records, including personnel, property, and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above program. The SUBRECIPIENT will comply with all applicable federal law, regulations, executive orders, grant policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the STATE, SUBRECIPIENT, or any other party pertaining to any matter resulting from the agreement.

a. Work Product Information

(1) The SUBRECIPIENT may receive from the STATE work product information that the STATE utilizes. The SUBRECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUBRECIPIENT further acknowledges that the STATE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

(2) With respect to the SUBRECIPIENT'S use of any work product transmitted by or originally created by the STATE, the SUBRECIPIENT acknowledges it is the SUBRECIPIENT'S decision to act accordingly. The SUBRECIPIENT has the option to either adopt such product as the SUBRECIPIENT'S own or the SUBRECIPIENT may utilize the following other options available to the SUBRECIPIENT:

i. Modify the STATE'S work product appropriate to the SUBRECIPIENT'S own needs;

ii. Create and adopt the SUBRECIPIENT'S own work product separate from the STATE'S work products; or,

iii. Adopt a work product created by other State or Federal agencies when applicable to the SUBRECIPIENT'S needs.

(3) If the SUBRECIPIENT utilizes any of the STATE'S work products in any way then the SUBRECIPIENT acknowledges that the STATE makes no representations or warranties with regard to the same.

b. Audit

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be maintained and retained for five (5) years after closeout of the grant program. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

c. Records

The STATE and SUBRECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUBRECIPIENT also agrees to provide the STATE, the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG), Pandemic Relief Accountability Committee (PRAC), or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

(1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this Agreement;

(2) **Termination Provision** requires all contracts in excess of $10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this Agreement;

(3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts (See Exhibit C);

(4) For all applicable contracts in excess of $100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay (See Exhibit C);

(5) For all contracts that meet the definition of "funding agreement" under 37 C.F.R. Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 C.F.R. Part 401 (*See* Exhibit C);

(6) All contracts, subcontracts and sub-grants in excess of $150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act** (*See* Exhibit C);

(7) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. Part 180)** which prohibit the contracting with any party listed on the "System for Award Management" (SAM), formerly identified as the "Excluded Parties List System" (EPLS.gov), which identifies all parties that have active exclusions (i.e., suspensions, debarments) imposed by a federal agency (*See* Exhibit C);

(8) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting in influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding $100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to

influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352 (*See* Exhibit C);

(9) For all construction contracts in excess of $2,000 and required by federal grant regulations, the **Davis Bacon Act** which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly (*See* Exhibit E);

(10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 C.F.R. Part 200.216 prohibits use of federal grant or loan funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 C.F.R. Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products); and,

(12) **Procurement of Recovered Materials** as required by 2 C.F.R. Part 200.323 which requires procurements in excess of $10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

(1) **Civil Rights Act of 1964**, including Title VI, which states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;

(2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance;

(3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity;

(4) **Section 504 of the Rehabilitation Act of 1973,** if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a

disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency);

(5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled;

(6) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;

(7) **Reporting Provision** requires that all contracts should include a requirement that the SUBRECIPIENT assist the STATE, when applicable, with any awarding agency requirements and regulations pertaining to reporting;

(8) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the STATE formally closes out each federal program (STATE and SUBRECIPIENT grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required);

(9) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections;

(10) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of $10,000, to purchase flood insurance;

(11) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system;

(12) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste;

(13) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint;

(14) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval;

(15) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges; and,

(16) **Section 603 Title VI of the Social Security Act** which establishes the Coronavirus State and Local Fiscal Recovery Fund and identifies eligible and ineligible uses for the Fund monies (See Exhibit E).

In compliance with Section 7(a)(7) above, the SUBRECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e., suspensions, debarments) on the "System for Award Management" (SAM) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUBRECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the SAM or otherwise been debarred from contracting on any projects involving federal funds.

In no event shall the SUBRECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been debarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement, then both the SUBRECIPIENT and STATE must be notified. STATE may, at its sole discretion, immediately implement the termination provisions discussed in Section 12 below if the SUBRECIPIENT decides to continue with the project using a "debarred" or "active exclusion" contractor or subcontractor.

8. **Liability and Indemnity**

a. Liability

This Agreement is intended for the benefit of the STATE and the SUBRECIPIENT and does not confer any rights upon any other third parties. All rights by and between the STATE and the SUBRECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

b. Indemnity

The SUBRECIPIENT will indemnify, defend, and hold harmless the STATE, including the

STATE'S employees and agents, from and against any and all claims or liabilities arising from the fault of the SUBRECIPIENT, its employees or agents in carrying out the SUB RECIPIENT'S duties and obligations under the terms of this agreement. The STATE will indemnify, defend, and hold harmless the SUBRECIPIENT, including the SUBRECIPIENT'S employees and agents, from and against any and all claims or liabilities arising from the fault of the STATE, its employees or agents in carrying out the STATE'S duties and obligations under the terms of this agreement. Notwithstanding the forgoing, in no event shall SUBRECIPIENT be liable for, and shall not indemnify, defend or hold harmless STATE for, any loss or liability resulting from the gross negligence or willful misconduct of STATE. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

9. **Insurance**

SUBRECIPIENT shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the STATE.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all SUBRECIPIENT or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

v. $1,000,000 each occurrence; and
vi. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

vii. $1,000,000 each occurrence; and
viii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

ix. $1,000,000 each occurrence; and
x. $1,000,000 general aggregate.

B. Additional Insured

The STATE shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of SUBRECIPIENT and Subcontractors. This means the certificate of insurance shall explicitly state: "The State of New Mexico is an additional insured."

C. Primacy of Coverage

Coverage required of SUBRECIPIENT and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by SUBRECIPIENT or the STATE.

D. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to SUBRECIPIENT.

E. Subrogation Waiver

All commercial insurance policies secured or maintained by SUBRECIPIENT or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against SUBRECIPIENT or the STATE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

F. Certificates

For each commercial insurance plan provided by SUBRECIPIENT under this Agreement, SUBRECIPIENT shall provide to the STATE certificates evidencing SUBRECIPIENT's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. SUBRECIPIENT shall provide to the STATE certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if SUBRECIPIENT's Subcontractor is not in effect as of the Effective Date, SUBRECIPIENT shall provide to the STATE certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following SUBRECIPIENT's execution of the Subcontractor. No later than fifteen (15) days before the expiration date of SUBRECIPIENT's or any Subcontractor's coverage, SUBRECIPIENT shall deliver to the STATE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the STATE, SUBRECIPIENT shall, within seven (7) Business Days following the request by the STATE, supply to the STATE evidence satisfactory to the STATE of compliance with the provisions of this section.

10. **Breach**

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §11 for that Party. Notwithstanding any provision of this Agreement to the contrary, the STATE, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the STATE.

11. **Remedies**

a. STATE's Remedies

If SUBRECIPIENT is in breach under any provision of this Agreement and fails to cure such breach, the STATE, following the notice and cure period set forth in §10, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The STATE may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of SUBRECIPIENT's uncured breach, the STATE may terminate this entire Agreement or any part of this Agreement. Additionally, if SUBRECIPIENT fails to comply with any terms of the Federal Award, then the STATE may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. SUBRECIPIENT shall continue performance of this Agreement to the extent not terminated, if any.

1. Obligations and Rights

To the extent specified in any termination notice, SUBRECIPIENT shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, SUBRECIPIENT shall complete and deliver to the STATE all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the STATE, SUBRECIPIENT shall assign to the STATE all of SUBRECIPIENT's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, SUBRECIPIENT shall take timely, reasonable and necessary action to protect and preserve property in the possession of SUBRECIPIENT but in which the STATE has an interest. At the STATE's request, SUBRECIPIENT shall return materials owned by the STATE in SUBRECIPIENT's possession at the time of any termination. SUBRECIPIENT shall deliver all completed Work Product and all Work Product that was in the process of completion to the STATE at the STATE's request.

2. Payments

Notwithstanding anything to the contrary, the STATE shall only pay SUBRECIPIENT for accepted Work received as of the date of termination. If, after termination by the STATE, the STATE agrees that SUBRECIPIENT was not in breach or that SUBRECIPIENT's action or inaction was excusable.

3. Damages and Withholding

Notwithstanding any other remedial action by the STATE, SUBRECIPIENT shall remain liable to the STATE for any damages sustained by the STATE in connection with any breach by SUBRECIPIENT, and the STATE may withhold payment to SUBRECIPIENT for the purpose of mitigating the STATE's damages until such time as the exact amount of damages due to the STATE from SUBRECIPIENT is determined. The STATE may withhold any amount that may be due SUBRECIPIENT as the STATE deems necessary to protect the STATE against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the STATE in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The STATE, in its discretion, may exercise one or more of the following additional remedies:

1. Suspend Performance

Suspend SUBRECIPIENT's performance with respect to all or any portion of the Work pending corrective action as specified by the STATE without entitling SUBRECIPIENT to an adjustment in price or cost or an adjustment in the performance schedule. SUBRECIPIENT shall promptly cease performing Work and incurring costs in accordance with the STATE's directive, and the STATE shall not be liable for costs incurred by SUBRECIPIENT after the suspension of performance.

2. Withhold Payment

Withhold payment to SUBRECIPIENT until SUBRECIPIENT corrects its Work.

3. Deny Payment

Deny payment for Work not performed, or that due to SUBRECIPIENT's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

4. Removal

Demand immediate removal of any of SUBRECIPIENT's employees, agents, or Subcontractors from the Work whom the STATE deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the STATE to be contrary to the public interest or the STATE's best interest.

5. Intellectual Property

If any Work infringes, or if the STATE in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, SUBRECIPIENT shall, as approved by the STATE (i) secure that right to use such Work for the STATE and SUBRECIPIENT; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the STATE.

b. SUBRECIPIENT's Remedies

If the STATE is in breach of any provision of this Agreement and does not cure such breach, SUBRECIPIENT, following the notice and cure period in §10 and the dispute resolution process in §12, shall have all remedies available at law and equity.

12. **Termination of Agreement and Dispute Resolution**

While both parties agree to negotiate all contractual disputes in good faith, the STATE reserves the right to terminate this Agreement at any time upon written notice of termination or if the SUBRECIPIENT has failed to comply with the terms of this Agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUBRECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the State of New Mexico. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

13. **Conflicts of Interest**

a. Actual Conflicts of Interest

SUBRECIPIENT shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of SUBRECIPIENT under this Agreement. Such a conflict of interest would arise when a SUBRECIPIENT or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the STATE, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

b. Apparent Conflicts of Interest

SUBRECIPIENT acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the STATE's interests. Absent the STATE's prior written approval, SUBRECIPIENT shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of SUBRECIPIENT's obligations under this Agreement.

c. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if SUBRECIPIENT is uncertain whether a conflict or the appearance of a conflict has arisen, SUBRECIPIENT shall submit to the STATE a disclosure statement setting forth the relevant details for the STATE's consideration. Failure to promptly submit a disclosure statement or to follow the STATE's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

14. **Notices and Representatives**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered:

a. by hand with receipt required;

b. by certified or registered mail to such Party's principal representative at the address set forth below; or

c. as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement.

If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. **Rights in Work Product and Other Information**

a. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, SUBRECIPIENT hereby assigns to the STATE, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that SUBRECIPIENT cannot make any of the assignments required by this section, SUBRECIPIENT hereby grants to the STATE a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The STATE may assign and license its rights under this license.

ii. Patents

In addition, SUBRECIPIENT grants to the STATE (and to recipients of Work Product distributed by or on behalf of the STATE) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by SUBRECIPIENT that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the STATE.

iii. Assignments and Assistance

Whether or not SUBRECIPIENT is under Agreement with the STATE at the time, SUBRECIPIENT shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the STATE, to enable the STATE to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. SUBRECIPIENT assigns to the STATE and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

b. Exclusive Property of the STATE

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing STATE Records, STATE software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the STATE (collectively, "STATE Materials"). SUBRECIPIENT shall not use, willingly allow, cause or permit Work Product or STATE Materials to be used for any purpose other than the performance of SUBRECIPIENT's obligations in this Agreement without the prior written consent of the STATE. Upon termination of this Agreement for any reason, SUBRECIPIENT shall provide all Work Product and STATE Materials to the STATE in a form and manner as directed by the STATE.

c. Exclusive Property of SUBRECIPIENT

SUBRECIPIENT retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to SUBRECIPIENT including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by SUBRECIPIENT under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "SUBRECIPIENT Property"). SUBRECIPIENT Property shall be licensed to the STATE as set forth in this Agreement or a STATE approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the STATE from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. **General Provisions**

a. Assignment

SUBRECIPIENT's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the STATE. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of SUBRECIPIENT's rights and obligations approved by the STATE shall be subject to the provisions of this Agreement.

b. Subcontractors

SUBRECIPIENT shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the STATE. SUBRECIPIENT shall submit to the STATE a copy of each such subgrant or Subcontract upon request by the STATE. All subgrants and Subcontracts entered into by SUBRECIPIENT in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of New Mexico, and shall be subject to all provisions of this Agreement. If the entity with whom SUBRECIPIENT enters into a Subcontract or subgrant would also be considered a SUBRECIPIENT, then the Subcontract or subgrant entered into by SUBRECIPIENT shall also contain provisions permitting both SUBRECIPIENT and the STATE to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

c. Binding Effect

Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

d. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

e. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

f. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

g. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

h. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the STATE Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

i. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable New Mexico law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the STATE.

j. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

k. External Terms and Conditions

Notwithstanding anything to the contrary herein, the STATE shall not be subject to any provision included in any terms, conditions, or agreements appearing on SUBRECIPIENT's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

l. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

m. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

n. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

o. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

p. Standard and Manner of Performance

SUBRECIPIENT shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in SUBRECIPIENT's industry, trade, or profession.

q. Licenses, Permits, and Other Authorizations

SUBRECIPIENT shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

r. Compliance with State and Federal Law, Regulations, and Executive Orders

SUBRECIPIENT shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

17. **Severability, Entire Agreement and Captions**

This Agreement shall be governed by and construed in accordance with the laws of the State New Mexico. If any provision of this Agreement is held invalid, void, or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a

manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this Agreement. This Agreement, any CSLRF Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the STATE and the SUBRECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement and other documents, the terms of this Agreement shall control.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

IN WITNESS WHEREOF, the STATE and the SUBRECIPIENT do hereby execute this Agreement as of the date of signature by the STATE below.

THIS GRANT AGREEMENT has been approved by:

City of Truth or Consequences:

Amanda Forrister, Mayor	Date

NEW MEXICO DEPARTMENT OF DEPARTMENT OF FINANCE AND ADMINISTRATION:

Wesley Billingsley, Local Government Division Director	Date

EXHIBIT A

FEDERAL AWARD INFORMATION

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: Coronavirus State and Local Fiscal Recovery Funds

Subrecipient Name: **City of Truth or Consequences**

Subrecipient Unique Identification (ID) Number: **YRPKBBHU1EJ8**

Federal Award Identification Number: Coronavirus State and Local Fiscal Recovery Funds

Subaward Period of Performance (Start and End Date): July 1, 2023 through June 30, 2024

Amount of Federal Funds Obligated to Subrecipient: **$48,188.00**

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Coronavirus State and Local Fiscal Recovery Funds

Name of Federal Awarding Agency: U.S. Department of the Treasury

Name of Pass-Through Entity and Contact Information:

Department of Finance and Administration
407 Galisteo Street
Santa Fe, NM 87501
(505) 827-4985

Assistance Listing Number (ALN): 21.027

EXHIBIT B

SCOPE OF WORK AND BUDGET

SUBRECIPIENT will use CSLFRF funds to provide full performance of all tasks listed below. CSLFRF funds will be requested monthly according to the Request for Payment procedures specified in this Agreement. All funds shall be obligated and expended by SUBRECIPIENT in accordance with this Agreement. The period of performance to execute work and/or incur costs against the $48,188.00 subaward funding for this project is July 1, 2023 – June 30, 2024, unless extended by the New Mexico legislature. Monthly reports shall be provided to the STATE showing costs incurred to the $48,188.00 subaward funding.

To plan and design the Louis Armijo Sports Complex in Truth or Consequences in Sierra County.

I. Significant Changes to Scope of Work

The SUB RECIPIENT is required to notify and seek written approval of the STATE in advance of any proposed material changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the STATE to re-evaluate the eligibility of the work under this Subaward.

EXHIBIT C

FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of New Mexico is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSFRF statute, CSFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of New Mexico agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the state identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the New Mexico State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID Number" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei

3. **COMPLIANCE.**

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of New Mexico, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, State programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. **SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.**

4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Subrecipient shall provide its UEI number to its State, and shall update Subrecipient's information in SAM at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. **TOTAL COMPENSATION.**

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. Subrecipient shall report data elements to SAM and to the State as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above CSFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by the State as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Subrecipient shall report as set forth below.

8.1.1. Subrecipient shall use the CSFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the CSFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and

ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:

i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband

meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to the State no later than five (5) days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient UEI Number;

8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization UEI Number;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its State, the following data elements:

8.1.3.1. Subrecipient's UEI Number as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report

available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employement and Wage Statistics, whichever is higher, OR the eligible worker reciving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over $10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the

civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and the applicable State agency. The State of New Mexico may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – CSFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the State, Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] **Davis-Bacon Act**. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). See Exhibit E.

12.1.3. **Rights to Inventions Made Under a grant or agreement**. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. **Debarment and Suspension** (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. **Never Agreement with the enemy** (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. **Prohibition on certain telecommunications and video surveillance services or equipment** (2 CFR 200.216). The State is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. **Title VI of the Civil Rights Act**. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of New Mexico Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, the State may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

EVENT OF DEFAULT AND TERMINATION.

14.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of New Mexico may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of New Mexico under the Grant, at law or in equity.

14.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR section 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

EXHIBIT D

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of New Mexico has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury, apply to your organization. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the Legislature and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Organization Name: City of Truth or Consequences

Subrecipient Organization Representative: Amanda Forrister

Title: Mayor

Signature_____

Date: _____

Agreement with Subrecipient of Federal Recovery Funds
Terms And Conditions

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and State Agency. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and State agency.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of New Mexico understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Agency or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Agency shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of

10. the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of New Mexico by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons

resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for Agreement or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

61. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and

Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and

implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT E

DAVIS-BACON ACT REQUIREMENTS
(IF APPLICABLE)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of $2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. section 5.2(m).

- The $2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds $2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. section 5.5(a)(6).

- Construction, alteration, or repair activities – Are those occurring at the "site of the work" that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. section 5.2(j).

- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally assisted contract or project. See 29 C.F.R. section 5.2(l).

- Application to Governmental Agencies - Governmental agencies, such as states or their political subdivisions, are not subject to the Davis Bacon Act requirements when construction work is being performed by their own employees on a "force account" basis. See 29 C.F.R. section 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. section 4.116; F.A.R. section 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. section 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;

- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. sections 3.5-3.6);

- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called "Mini-Davis-Bacon Acts") are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts, and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over $100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. section 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: (www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf 1321).

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, recipient should attach the completed SF-1444 form using the "Add File" button. The SF-1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. sections 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The

recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. section 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

EXHIBIT F

ELIGIBLE AND RESTRICTED USES OF CSLFRF FUNDS

As described in the CSLFRF statute and summarized above, there are four enumerated eligible uses of CSLFRF award funds. As a recipient of an award under the CSLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of CSLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the CSLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and,
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of CSLFRF award funds: recipients may not deposit CSLFRF funds into a pension fund; recipients that are States or territories may not use CSLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use CSLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of CSLFRF funds outside the scope of eligible uses, including that recipients generally may not use CSLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

EXHIBIT G

CSFRF SUBRECIPIENT QUARTERLY REPORT

1. CSFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

1.1 The CSFRF Subrecipient Quarterly Report Workbook must be submitted to the STATE within ten (10) calendar days following each quarter ended September, December, March and June.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: H.8

SUBJECT: Discussion/Action – NMDOT Cooperative Project Agreement – Design Sidewalk Improvements Project Control No.: 1102250
DEPARTMENT: Community Development
DATE SUBMITTED: December 26, 2023
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:
City Commission approved and accepted the grant award on 4-12-2023 in the amount of $212,910.00 ($181,910.00 Grant/$31,000.00 Match). Funding is for design of sidewalks located on **Marie St.** from Palo Verde to Date; **Pershing St**. from Marie to New School; **New School** to Date; **Smith St**. from Date to N. Silver; **N. Silver** to 9th St.

Recommendation:
Execute grant agreement

Attachments:
- Project Map and Funding breakdown
- Grant Agreement

-

Fiscal Impact (Finance): **Yes**
Cash Match $31,000.00 Streets General Fund

Legal Review (City Attorney): Choose an item.

.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC agendas 1-3-24

TRUTH OR CONSEQUENCES NEW MEXICO

NMDOT Transportation Alternatives Program (TAP) FY 2023/2024 - Project Location Map

Multiple Street Sidewalk Improvements

Marie St from Palo Verde St to Date St
Pershing St from Marie St to New School St
New School St to Date St
Smith St from Date to N. Silver St
N. Silver St to 9th St



Legend

Project Location

WILSON & COMPANY
HIGHER RELATIONSHIPS

T or C Sidewalks Project Budget

Project Phase	Federal	Local	Tribal	Other	
Preliminary Engineering	$ 181,909.86	$ 30,999.62			
Utilities					
Right-of-Way					
Construction Administration	$ 309,334.00	$ 52,714.26			
Construction	$ 1,919,828.32	$ 327,161.75			**Project Total**
Totals	**$2,411,072.18**	**$410,875.63**	$ -	$ -	**$ 2,821,947.81**

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

November 20, 2023

Ms. Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims St.
Truth or Consequences, New Mexico 87901

RE: Control Number: 1102250

Dear Ms. Alvarez:

Enclosed for your coordination of signatures is an original of the Cooperative Project Agreement for the project referenced above. Please return the signed agreement to your Region T/LPA Coordinator. An original will be sent to you at the time it is fully executed.

If you have any questions concerning this agreement or if I can be of further assistance, please contact me at (505) 795-1809.

Sincerely,

Jacqulynn Hurtado

on behalf of

Kimberly Perry
Deputy Director
Project Oversight Division

Concur:

Region T/LPA Coordinator

CC: Sean Sandoval Project Oversight Director
Kimberly Perry Project Oversight Deputy Director

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

DocuSign Envelope ID: B6A0A385-B915-4931-8DBD-0B7FE7B66286

Contract No.:
Vendor No.: 0000054340
Control No.: 1102250

COOPERATIVE PROJECT AGREEMENT – DESIGN

The **New Mexico Department of Transportation** (Department), and the City of Truth or Consequences (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: 1102250 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2024 Trans Alt Urban Clusters HJA(TAPUC) Funds**
   Department's 85.44% share $181,910
   Sidewalk Improvement Construction. Various Locations.. (Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. 1102250.)
3. **City's matching 14.56% share** $31,000
   For the purpose stated above.
4. **The Total Project Funding for Design Work** $212,910

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.
d. The Local Agency is responsible for all Project costs that exceed federal funding.
e. The Local Agency must repay certain federal funding to the Department if:
   1. The Project is cancelled.
   2. An audit determines an overpayment or federal funds were used for ineligible cost items.
   3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
   4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

   The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 20, Lobbying Certification
d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Debarment and Suspension (Grants) and Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on **March 28, 2025.** If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties, and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

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9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Judith Gallardo
South Region T/LPA Coordinator
New Mexico Department of Transportation
750 N. Solano Drive
Las Cruces, NM 88001
Office: (575) 323-4242
E-mail: Judith.Gallardo@dot.nm.gov

District T/LPA Coordinator
Alden Elwess
T/LPA Coordinator
New Mexico Department of Transportation
2912 East Pine Street
Deming, NM 88030
Office: (575) 313-7835
E-mail: Alden.Elwess@dot.nm.gov

Construction Liaison Engineer
Jessica Hunter
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
750 N. Solano
Las Cruces, NM 88001
Office: (575) 635-1152
E-mail: eric.navarrete@dot.nm.gov

Local Agency
Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims St.
Truth or Consequences, New Mexico 87901
Office: 575-952-0565
E-mail: talvarez@torcnm.org

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12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: DocuSigned by: _____ Date: 12/8/2023
F8DB5F1E86D2446...
Assistant General Counsel

CITY OF TRUTH OR CONSEQUENCES

By: _____ Date: _____
City Manager

ATTEST

By: _____ Date: _____
CITY OF TRUTH OR CONSEQUENCES Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: _____ Date: _____
CITY OF TRUTH OR CONSEQUENCES Attorney

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(I) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Truth or Consequences**
(ii) Public Entity's unique entity identifier (UEI);	**YRPKBBHU1EJ8**
(Iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 03/28/2025.**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$181,910**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**Sidewalk Improvement Construction. Various Locations.**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

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EXHIBIT B

Uniform Administrative Requirements and Audit
2 CFR § 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publicly available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Unique Entity Identifier (UEI) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review
The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.

2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
   a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
   b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

   Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: H.9

SUBJECT: Appointment of 3 Board Members and 1 Alternate Member to serve on the Sierra Vista Hospital Joint Powers Commission (JPC).
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 29, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The City has four (4) Commissioners who serve as members on the Sierra Vista Hospital Joint Powers Commission (JPC). This item is to appoint three (3) new members and one (1) alternate member to the JPC board.

Recommendation:

Appointment of said positions to the Sierra Vista Hospital Joint Powers Commission (JPC).

Attachments:

- Governing Body Board Member Roster.

-

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 1-3-24

City Commission Board Member Roster

SVH Joint Powers Commission (JPC)

- Rolf Hechler
- Destiny Mitchell
- Shelly Harrelson
- Amanda Forrister (Alternate)

South Central Council of Governments (SCCOG)

- Amanda Forrister
- Destiny Mitchell (Alternate)

Regional Planning Organization (RPO)

- Amanda Forrister
- Destiny Mitchell (Alternate)

Sierra County Recreation & Tourism Advisory Board

- Merry Jo Fahl (City Representative)

Jornada Resource Conservation & Development Council

- Destiny Mitchell

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: H.10

SUBJECT: Appointment of a Board Member and an Alternate Board Member to serve on the South-Central Council of Governments Board (SCCOG).
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 29, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The City has two (2) Commissioners who serve as members on the South-Central Council of Governments Board (SCCOG). This item is to appoint one (1) new board member and one (1) alternate member to the SCCOG board.

Recommendation:

Appointment of said positions to the South-Central Council of Governments Board (SCCOG).

Attachments:

- None.

-

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 1-3-24

City Commission Board Member Roster

SVH Joint Powers Commission (JPC)

- Rolf Hechler
- Destiny Mitchell
- Shelly Harrelson
- Amanda Forrister (Alternate)

South Central Council of Governments (SCCOG)

- Amanda Forrister
- Destiny Mitchell (Alternate)

Regional Planning Organization (RPO)

- Amanda Forrister
- Destiny Mitchell (Alternate)

Sierra County Recreation & Tourism Advisory Board

- Merry Jo Fahl (City Representative)

Jornada Resource Conservation & Development Council

- Destiny Mitchell

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: *H.11*

SUBJECT: Appointment of a Board Member and an Alternate Board Member to serve on the Regional Planning Organization (RPO).
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 29, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The City has two (2) Commissioners who serve as members on the Regional Planning Organization (RPO). This item is to appoint one (1) new board member and one (1) alternate member to the Regional Planning Organization (RPO).

Recommendation:

Appointment of said positions at the Regional Planning Organization (RPO).

Attachments:

- None.

-

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 1-3-24

City Commission Board Member Roster

SVH Joint Powers Commission (JPC)

- Rolf Hechler
- Destiny Mitchell
- Shelly Harrelson
- Amanda Forrister (Alternate)

South Central Council of Governments (SCCOG)

- Amanda Forrister
- Destiny Mitchell (Alternate)

Regional Planning Organization (RPO)

- Amanda Forrister
- Destiny Mitchell (Alternate)

Sierra County Recreation & Tourism Advisory Board

- Merry Jo Fahl (City Representative)

Jornada Resource Conservation & Development Council

- Destiny Mitchell

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: H.12

SUBJECT: Appointment of a Board Member to serve on the Sierra County Recreation & Tourism Advisory Board.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 29, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The City has one (1) Commissioner who serves as a member on the Sierra County Recreation & Tourism Advisory Board. This item is to appoint a new member to the board.

Recommendation:

None. New Appointment is at the discretion of the Governing Body.

Attachments:

- None.

-

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 1-3-24

City Commission Board Member Roster

SVH Joint Powers Commission (JPC)

- Rolf Hechler
- Destiny Mitchell
- Shelly Harrelson
- Amanda Forrister (Alternate)

South Central Council of Governments (SCCOG)

- Amanda Forrister
- Destiny Mitchell (Alternate)

Regional Planning Organization (RPO)

- Amanda Forrister
- Destiny Mitchell (Alternate)

Sierra County Recreation & Tourism Advisory Board

- Merry Jo Fahl (City Representative)

Jornada Resource Conservation & Development Council

- Destiny Mitchell

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 3, 2024

Agenda Item #: H.13

SUBJECT: Appointment of a Governing Body Board Member to serve on the Jornada Resource Conservation & Development Council
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 29, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The city has one Commissioner who serves as member on the Jornada Resource Conservation & Development Council. This item is to appoint one (1) new board member to the board.

Recommendation:

Appointment of said positions to the Jornada Resource Conservation & Development Council

Attachments:

- None.

-

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 1-3-24

City Commission Board Member Roster

SVH Joint Powers Commission (JPC)

- Rolf Hechler
- Destiny Mitchell
- Shelly Harrelson
- Amanda Forrister (Alternate)

South Central Council of Governments (SCCOG)

- Amanda Forrister
- Destiny Mitchell (Alternate)

Regional Planning Organization (RPO)

- Amanda Forrister
- Destiny Mitchell (Alternate)

Sierra County Recreation & Tourism Advisory Board

- Merry Jo Fahl (City Representative)

Jornada Resource Conservation & Development Council

- Destiny Mitchell