

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Bruce Swingle
City Manager

505 Sims St.
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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 11, 2023; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Swingle 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 14, 2022
2. Acknowledge Airport Advisory Board Minutes, October 4, 2022
3. December 2022 Accounts Payable

G. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 742 amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a new section designating the Sierra County Magistrate Court as the Court having jurisdiction over Municipal Ordinances and Repealing Sections 2-371 through 2-380. City Manager Swingle

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 21 22/23 Budget Adjustment Request. Kristie Wilson, Finance Director
2. Discussion/Action: Approval of Resolution 22 22/23 and purchase agreement pertaining to the sale of 309 Birch Street, Truth or Consequences, New Mexico. Traci Alvarez, Assistant City Manager
3. Discussion/Action: Approval of Resolution 23 22/23 and purchase agreement pertaining to the sale of parcel 302307923913, Truth or Consequences, New Mexico. Traci Alvarez, Assistant City Manager
4. Discussion/Action: Publication of Ordinance No. 743 amending the City of Truth or Consequences Municipal Code Sections 2-356 and 2-357. OJ Hechler, Community Services Director
5. Discussion/Action: Publication of Ordinance No. 744 to providing for the repeal of Ordinance No. 406 pertaining to the Golf Course Advisory Board. OJ Hechler, Community Services Director

I. NEW BUSINESS

1. Discussion/Action: George Henson Public Appeal in regards to Resolution No. 18 22/23 Property Abatement for 731 Wyona. George Henson (5 Minute Rule Applies)
2. Discussion Action: Approve Letter of Agreement between Sierra County Animal Rescue Society (SCARS) and T or C Animal Shelter for a fundraising event held at the Animal Shelter. OJ Hechler, Community Services Director and Tara Manning, Animal Shelter Manager
3. Discussion/Action: Recommendation of replacement landscaping for MSD Waterline Project. Traci Alvarez, Assistant City Manager
4. Discussion/Action: Request for Special Use permit at 1705 Corzine for the purpose of constructing a greenhouse and storage shed with no existing principle building. Traci Alvarez, Assistant City Manager
5. Discussion/Action: Request for Special Use permit at 616 N. Caballo Road for the purpose of a Kennel Permit. Traci Alvarez, Assistant City Manager
6. Discussion/Action: Request for Special Use permit at 616 N Caballo Road for the purpose of a Kennel Permit. Traci Alvarez, Assistant City Manager
7. Discussion/Action: Request for Special Use permit at 103 N. Maple for the purpose of a Multi-Animal Permit. Traci Alvarez, Assistant City Manager
8. Discussion/Action: Approve purchase agreement pertaining to the sale of Lots 63 and 64 of the Sierra Vista Addition to the City of Truth or Consequences, New Mexico. Traci Alvarez, Assistant City Manager
9. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Kristie Wilson, Finance Director
10. Discussion/Action: Approval of contract with Document Solutions. Kristie Wilson, Finance Director
11. Discussion/Action: Closing of obsolete bank accounts. Kristie Wilson, Finance Director

I. NEW BUSINESS Continued...

12. Discussion/Action: Law Enforcement Protection Funds (LEPF) Appropriation.
Kristie Wilson, Finance Director
13. Discussion/Action: Approval of new Position and Job Descriptions for CPO and the Payroll Clerk. Kristie Wilson, Finance Director
14. Discussion/Action: Approval of Amended 2023 City Holiday Schedule Memo.
City Manager Swingle
15. Discussion/Action: Approval of City of Elephant Butte Surface Lease Agreement.
City Manager Swingle
16. Discussion/Action: TowerPoint Cell Lease Agreement. City Manager Swingle
17. Discussion/Action: Liquid Waste Dumping Agreement with Talon Septic. City Manager Swingle
18. Discussion/Action: Approval of Nexstar Media Group Letter of Payment Liability.
City Manager Swingle
19. Discussion/Action: Adoption of a Governmental Conduct Act Policy. City Manager Swingle
20. Discussion/Action: Appointment of Paul Johnson as a Member on the Sierra Joint Office on Aging Board. City Manager Swingle
21. Discussion/Action: Re-appointment of Chris Sisney to the Planning & Zoning Commission. Angela A. Torres, City Clerk

J. EXECUTIVE SESSION

1. Purchase, Acquisition, or Disposal of Real Property (potential sale of the city's electric infrastructure to Sierra Electric Coop) pursuant to 10-15-1(H.8).

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

1. Purchase, Acquisition, or Disposal of Real Property (potential sale of the city's electric infrastructure to Sierra Electric Coop) pursuant to 10-15-1(H.8).

L. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING JANUARY 25, 2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: January 3, 2023
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Swingle and supervisor

Summary/Background:

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

Tammy Gardner – 6 years

Shantell Gonzalez - 1 year

Kerin Salcedo – 15 years

Tara Manning – 3 years

Hill, Mathew – 1 year

Breuer, Joshua – 1 year

Henry Flores – 3 years

Recommendation:

None. Presentation Only.

Attachments:

- None.
- .

Fiscal Impact (Finance): No

Legal Review (City Attorney): No

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 1-11-23



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, December 14, 2022
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: January 6, 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 1-11-2023

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, DECEMBER 14, 2022**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Bruce Swingle, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Tammy Gardner, Executive Assistant

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 Hechler to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

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

C. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Public input concerning a request to install traffic control devices (stop signs) on Riverside at Arrowhead:

City Manager Swingle: We received a request to install stop signs on Riverside to East and west bound traffic. We typically don't have a public hearing on this, but this in in a location that doesn't have a lot of drivers, so we thought we'd have a public hearing on it to see if there is any other feedback. We don't want to install traffic devices if there isn't a lot of will in the community to do so. I have been contacted by residents that are in support of it, and I would kind of like to hear if there is any community input today.

Mayor Forrister opened the public hearing.

Opponents:

Ron Pacourek: This has been brought up before to help slow people down on Riverside. He lives on Riverside, and he travels it 4-6 times a day. There is a stop sign on Charlies Lane which happens to be somebody's personal dragstrip, and they think that the stop sign is a Christmas tree at the drag strip, and there have been tire tracks there. He thought about taking pictures of it, but it would be too late. He has not caught them in the action. If you look where Arrowhead is, and you are heading west, there is a long stretch there, and that would be an opportunity for someone else to light their tires up and go. My experience is that I have not really seen many people speeding on east Riverside which turns into North Riverside. It is a 3 ½ mile stretch from Date Street to 3rd Street. Has anybody checked with the Police Department to find out how many speeding tickets they have given on that street? Like I said this has been brought up in the past and it did not go anywhere. They did not think it was a good idea to put another stop sign up, and we all know that sometimes stop signs are not even a suggestion in this community so I am not for putting a stop sign at east Arrowhead.

Ariel Dougherty comments attached hereto and made a part hereof.

Proponents:

There were no opponents.

Mayor Forrister closed the public hearing.

City Manager Swingle: A resident that lives a couple of feet from the intersection of Arrowhead and Riverside contacted me and asked to have it installed. I get requests like this all of time. Typically, it is speed bumps and things like that. Speed bumps are the last option that we go to. When we get those type of requests, we go out and look at it and then make a decision of whether or not this is something we want to move forward with and if it were, we would probably have another discussion in a Commission Meeting because just because one person may want it, it doesn't mean that everybody that lives in that area does. The individual who requested it lives west of that

Ariel Dougherty in Opposition

I question the necessity of such proposed stop signs on Riverside at Arrowhead. I drive this section of City streets almost daily. In 25 years I have never seen the need for these proposed stop signs.

Further, I want to know how such a proposal gets on to the Commission's agenda for a Public Hearing. Transparency of our city officials and the Commission's process to this point are mandatory. Whose request? Further, show the public a study or review that warrants installation of such traffic signage at this junction.

A much more dangerous road intersection is at Third in the turn off to Fourth, where Tingley comes up from the South:



Vehicles on Tingley heading North have a stop sign, the property on Third has a required cut down fence at its Northeast corner, yet THERE IS NO VISIBILITY from Tingley to any of the traffic

on Third that heads East. So vehicles on Tingley go way past the stop sign into the middle of Fourth Avenue to get any view. This creates HUGE danger for any vehicles turning off of Third, heading further East on Fourth. The Third Avenue cars have the right of way, but are headed into a collision with any vehicle that might have ventured way beyond the Tingley stop sign. I make this turn off of Third onto Fourth almost daily. On several occasions I have had to hit my breaks suddenly to avoid crashing into a wayward vehicle that has just ventured into the middle of Fourth to get a better view of Third Avenue traffic. Fix this dangerous intersection before you put stop sign on Riverside at Arrowhead.

I have a question now of the Commission as you discuss this matter, please disclose who or how this request for the proposed Riverside stop signs came about. Sunshine is in order, not an anonymous, hidden "request".

Last, do you have any questions of me in regards to my comments here?

intersection and she has children. She is concerned that cars are coming through there and there is no traffic control on Riverside coming around the curb from the Buhler's property, and when they are backing out of there driveway there is really no notice that there are cars there, and typically the cars have to stop when they are backing out into the last second when they have a chance to see so that is how it came about.

Commissioner Fahl: It was a dirt road where I live, and now it is paved. There are many blocks that don't have any stop signs and my son got hit by a car, and I don't know how he didn't die because they hit his wagon and struck his head, and it was very traumatic for all of us because they speed up on that stretch of the road, and there is a stop sign not too far from there so they don't get too much speed. That's a long stretch on Riverside, so I would be concerned about speeding, and there are young children on that road.

Mayor Pro-Tem Hechler: I don't like more regulation when it is not warranted. My wife and I drive along riverside all the time, and if there is any problem with us is that we are going too slow. Sure, there are problems everywhere, all over town from time to time, but we don't throw stop signs up everywhere. I like less regulation vs. more, and for me I would say unless there is a distinct reason for it, it is an unnecessary thing for us to do.

Commissioner Harrelson: I also use Riverside, and I agree with you about not putting things in that isn't necessarily needed, and if there isn't data that supports that then I would question why we put a stop sign there.

Commissioner Mitchell: I think that slowing down traffic there is probably something that needs to be done, but I don't know if a stop sign will necessarily fix the problem because the road is 3 miles long. I don't think it would serve the purpose that is needed, but I am not opposed to it.

Mayor Forrister: As Mr. Pacourek said, it's a suggestion a lot of the time, and on Riverside there is a stop sign and people ignore it a lot of the time anyway. Either way I'm not for or against it. It's whatever is in the city's best interest.

Commissioner Fahl made a motion to not install traffic control devices (stop signs) on Riverside at Arrowhead. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Public Hearing/Discussion/Action: Request for a Special Use Permit at 300 Osborne for the purpose of a Multi Animal Permit:

Traci Alvarez, Assistant City Manager: A public hearing was held at the Planning & Zoning Meeting on October 11th. The applicant was applying for a Special Use Permit for 300 Osborne Lane to house 6 dogs. The applicant was present at that public hearing. We received the completed application and all animals have been licensed and

vaccinated per the multi-animal use permit. Animal Control and Code Enforcement did complete a required site visit. There was a recommendation from the Planning & Zoning Board to deny the multi animal use permit. It was then brought to the City Commission. The applicant has made some changes to resolve some of the issues and concerns that were brought up at the meeting so the City Commission opted to hold a second public hearing. Code Enforcement Officer Jamie Sweeney did go out to check some of the changes.

Jamie Sweeney, Code Enforcement Officer: The applicant has a fairly larger fence than a normal one so it is definitely not a running at large issue, but they live in an area that can have a lot of walking or vehicle traffic. There is a church across the street and cattycorner there is some sort of mechanical business so that area has a lot of foot and vehicle traffic. The complaints from the neighbors mainly were for the barking and air quality because there were some senior citizens on oxygen that were in the area, so it was recommended that they put up some type of netting, like a blocker for the dogs, as well as anybody walking by not to be able to see into that property where the dogs are out. The applicant was very much aware that the barking was provoked when people are driving or walking by so they put up the mesh netting around the property, and since that has happened, Animal Control has informed me that they have not had any more animal complaint calls from that address when it comes to barking.

Mayor Forrister opened the public hearing.

Opponents:

There were no opponents.

Proponents:

There were no proponents.

Mayor Forrister closed the public hearing.

City Attorney Rubin: There was a public hearing at the Planning & Zoning level, and there were people who were opposed to it. You had a chance to read the minutes to see who was opposition. Were the people who were opponents notified today?

Assistant City Manager Alvarez: Yes. Everybody was re-notified of a second public hearing.

City Attorney Rubin: You can take that into account that the people who were opposed to it were aware of today's hearing and they are not here.

Mayor Forrister: I think that Code Enforcement Officer Sweeney summed that up as to the people who were complaining before, that they have made the changes. Correct?

Jamie Sweeney, Code Enforcement Officer: Yes, when it comes to the barking, I can only assume that it is because they rectified the situation to prevent the provoked barking, and they are no longer complaining about it.

City Manager Swingle: I do believe that the fix that they did was recommended by some of the opponents in the first public hearing.

Mayor Pro-Tem Hechler: If we decide to issue a permit, and that permit is issued for a year, what follow up is done in regards to that permit?

Jamie Sweeney, Code Enforcement Officer: After it is issued, I believe it is good for the year. It doesn't prevent us from going out there and following up on any other complaints or issuing citations. The permit is good for a year, and an inspection is done each year.

Assistant City Manager Alvarez: As the code reads, we would go back out to public hearing and start the whole application process each year for the renewal. We can also revoke a special use permit if we start getting numerous complaints after the permit is issued and that would be brought back to Planning & Zoning & the City Commission to revoke the Special Use Permit.

Commissioner Fahl: It appears that the owner was very diligent in trying to accommodate this neighbors' concerns and to ensure that he can still retain his pets.

Commissioner Mitchell moved to approve the Special Use Permit at 300 Osborne for the purpose of a Multi Animal Permit. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Public Hearing/Discussion/Action: Special Use permit for 403 & 405 Magnolia St. for the purpose of a Community Center Recovery Meeting Place. Traci Alvarez, Assistant City Manager

Traci Alvarez, Assistant City Manager: this also was originally held at the public hearing before the planning and zoning Commission on October 11th. Applicant was not able to attend that meeting. Planning and Zoning at that time recommended to deny the special use permit. We did receive some opposition, both at the planning and zoning meeting, and I do believe we have current opposition that we recorded for this public meeting as well. We brought it to the Commission on October 26th and you requested to go ahead and do a public hearing since the applicant was not available for the first public hearing. The applicant is present at this time. There are two lots and as you know the applicant is requesting to use one lot as a parking lot, and the other lot has a residence on it that they'd like to turn into a community center for recovery meetings.

Mayor Forrister opened the public hearing.

Proponents:

Ron Pacourek: I have many points here. First off, I am breaking my own anonymity by letting you know that I have well over 30 years of sobriety, and if I had not gotten a nudge from the judge, which is lacking in this community, and the po's, I would never have known there was such a thing as an AA recovery, so I am very grateful for that. I read the Planning & Zoning meeting minutes and one of the things that popped out at me is that Mr. Swingle had many questions to ask, and we're here to answer those questions. Having a recovery house for people is very beneficial to the community. One of the things you'll hear in meetings is being a productive member of society. I looked it up on Google of what that means and it says the legal system considers a person proactive if a person does not engage in criminal activity, or a person who has committed a crime and then never commits another crime. The main concern I read in the minutes was that traffic was an issue. There shouldn't be any issue of traffic. We go to a meeting, park our cars, go into the meeting hall, have our meeting, and get into our cars and leave. Nobody is driving around honking or being crazy so if we have a parking place for those cars to be, we're not taking up a lot of street area either. Having a place for us to meet is very beneficial for the community. We offer some help to whoever is having a problem. AA was started in 1935 and it has been going on for almost over 85 years and it's never organized. The former Chief of Police came to a meeting and he had no clue what was going on in here. The meetings used to be across from the police department. I wish they would come and ask, or talk to us about that. There are all different kinds of groups that have spun off from AA.

Kathy Adkins: I am a proponent of the Alano Club. This would be a great thing for the community, and it would be an improvement to the area, as well as an investment in which we are willing to put money into that area. The Alano Club is a place where we would hold meetings. We have 12 to 15 meetings in town, and they're spread out over four or five different places, and sometimes they move around because things change. My home group has been at 529 Broadway, which is right across from the Police Department. It's been at the previous DWI building, nursing home, and Veterans Home. It's been all over, and it's just that things change in the situation. Our meetings that we hold are usually at 7:30 in the morning, and the men's meditation meeting is at noon. We have a couple of 5:00 p.m. meetings, and some at 7:00 p.m. and 8:00 p.m. This would be similar to a church. We have 12 steps, 12 traditions, and we have a spiritual side of what we believe in, so I would like to have one place for meetings that could be guaranteed, and to let recovery grow. I understand that at the hospital their plan was to put in a 10-bed unit for detox, and it's fine if you detox them, but where do they go afterwards? They are all told to go to meetings, and if they have a direct place to go to, some place they can be safe, the Alano Club would be a no drugs, no alcohol area for them. I would guess, and this is just a guess, I would guess between close to 100 people within the city need it, and I hope that you'll let us help you with that neighborhood to improve it, and the community. I think it's well needed. Even if we don't get the Special Use Permit, we've been here forever so we'll just find another

place to go, but I heard from Bruce that you have a property in the city that you're looking to get rid of also, so if there's a better place for us to be then on Magnolia, please let me know. There won't be anybody living in the house, it'll just be for meetings only, and we're only 300 feet from the business zoning section. The most we have in a group at a time is around 10 people. She read the AA Preamble: *Alcoholics Anonymous is a fellowship of men and women who share their experience, strength and hope with each other that they may solve their common problem and help others to recover from alcoholism. The only requirement for membership is a desire to stop drinking. There are no dues or fees for AA membership; we are self-supporting through our own contributions. AA is not allied with any sect, denomination, politics, organization or institution; does not wish to engage in any controversy, neither endorses nor opposes any causes. Our primary purpose is to stay sober and help other alcoholics to achieve sobriety.*

Alan Gregory: I'm from Minnesota, and I love it down here. If it wasn't for this program, I wouldn't be able to stand in front of you right now. It's very important for me to have meetings. I still enjoy them, and it's very important for me to be able to do for other people, what other people have done for me. I am in favor of it. Thank you.

Diane Lombardo: I live a few blocks from there. This probably won't impact me at all, so I'm not going to even worry about the traffic, because Silver Street is called "silver speedway". If this was a group meeting for church, or for a cancer group, or anything else like that, which is considered a legitimate illness, would we even be having this conversation? I have many friends who are recovered alcoholics. It's a disease. They need to fight it, and they need help just like a cancer patients need doctors who can help them. Brain damaged patients need therapy that can help them. They need help. They need somebody to be there for them. They are there for each other because the rest of the world isn't, and I really am in favor of this.

Susan Lahr: I've been associated with AA since 1988. I got sober and immediately started attending meetings. I've attended meetings with all kinds of people. I've seen people getting sober at 14, and people at 70 get sober. It's a lifesaver, and I'm not sure what people think goes on at meetings, but we're not rowdy. We're not like a bar. We are there to not be in the bar. We have a standardized meeting, and it's the same all over the world. They used to meet at exactly the same time all over the world, but I believe that's changed somehow. The meetings are not only for us who have been in there for a long time, but it is primarily for us to help the ones who are just coming in, and breaking that chain, and getting sober. It's leading by example, and it does a lot of good. I know this town has a lot of problems with drugs and alcohol, so how anybody could be against a simple meeting with maybe a half an hour of socializing afterwards that helps people immensely, I don't understand, but I hope you'll consider the good.

Jim Neal: Ed and Kathy were very close friends of mine. I'm going to flip it around a little bit and I'm not so much trying to sell you on AA, but sell you on a piece of property that is in really bad shape. I'm sorry, but if I'm in this town, and I'm going by that property and it's the way it sits, that's not a good thing. I'm not even going to look for a home

around here, so I think that's one reason to take a look at this. If we're willing to try and improve this property, and try to improve this property, it's a win-win situation. AA is going to be what it is, and that's a reason to help addicts, people who want to change their lives.

Mayor Forrister: I agree with a lot of the things that you have just said, but I think our concern, and the concern of this Commission, and the Planning & Zoning board is the zone that it is in. I'd like to call on Ms. Alvarez to shed some light on what we're talking about.

Traci Alvarez, Assistant City Manager: I don't think that the reason for them is the type of meetings that are being held there. The question is that the location is the r3 zone, and the purpose of the r3 district is intended to accommodate multi-family dwelling units and accessory structures and usage. It's intended to maintain and protect high density residential development characteristics of apartments, townhouses, condos, manufactured homes, and subdivisions within the r3 district under special uses any community building public or private is required to go through a special use permit. and part of what they're looking for within the special use permit is under the findings and facts checklist. I don't think any of us are denying that type of meeting that they're holding isn't a well needed meeting, it's just the location of that meeting requires the public hearing.

Opponents:

Submission letter from Fidel and Alice Naranjo attached hereto and made a part hereof.

Orlando and Rhonda Griego: We've lived here just under 3 years, and we live right at 4th and Magnolia. The traffic down Magnolia is a speedway, and I'm not saying anything about recovery or anything, but I just don't feel this is the appropriate place to put a meeting or anything else. Any kind of meeting. I just don't want the increased traffic. The meetings, and all of that stuff I agree with 100%. I just don't think that this is the appropriate place for it because it is residential, not business, so we just would like to keep it as a residential home. It is not in the best shape. I mean from the outside it doesn't look all that great. We knew the lady who lived there before, and there are people who are interested in that property. It needs to be fixed up, but I don't think that having a recovery meeting there is the appropriate place for it. We're totally not against AA meetings. It's just the location that we're concerned about. There are other places here that they can find that is better than right there.

Mayor Pro-Tem Hechler: Would it make any difference to you folks if this property was substantially upgraded and improved?

Orlando and Rhonda Griego: I think it might be a detriment only to the fact that if we were to sell our property then they would say Oh, so and so meeting place is there and it would now be a business and not residential so I think it would lower our value.

From: Fidel and Alice Naranjo

To: talvarez@torcnm.org

Date: Monday December 5, 2022

Atten: Assistant City Manager, Traci Alvarez

SUBJECT: Special Use Permit for Lots 403/405

I sent an e-mail dated 10-1-22 to you with concerns of ours regarding the special use permit request for a Habitual Recovery meeting center and parking lot. In case we cannot make this "second" meeting on December 14 at 9am, I wanted to send another e-mail to make sure our concerns were voiced at the meeting. Again, I would appreciate our concerns to be addressed or considered at this upcoming meeting, our home in T or C is located at 413 Magnolia next door to the young man, Deon Ketchum, that has ADA needs and would be located next door to this potential Habitual Recover Center.

I spoke to him about what his concerns are and the main one is the following, emergency vehicles being blocked from accessing his home, medical or fire. And, his ADA Van not being able to be go out because his driveway is blocked. This not only can be detrimental to Deon's health and safety but I do not believe that T or C would want to be held liable for events that could occur (Medical, Fire etc.) and not be able to respond in a correct or timely manner because streets are blocked or driveways blocked.

Reminder of 10-1-22 e-mail

- 1) Increased traffic, even though a lot would be cleared for parking (City Lot) parking can flow over to the street parking and residents parking spaces.
- 2) Regarding the lot that has a residence, will the use ONLY be for a dedicated meeting center, evening only, day only or both? How many meetings? I can see how this issue in time can increase in the usage of the center.
- 3) Why has a residential area been chosen for this type of meetings? Being a part-time resident at T or C, we are aware of vacant land that could be purchased for these types of meetings that have or could have a building/mobile home adapted for meetings.
- 4) Does T or C have any vacant buildings that could be setup for meetings such as this Recovery Center? I am pretty sure I have seen vacant city buildings around town.

5) I am concerned folks that enjoy visiting T or C would not want to invest in the T or C community once they hear (word of mouth), check public records, they could build on their residential lot and be notified later someone wants a Rehab Center Special Use Request okayed!

We enjoy visiting T or C quite often, and did acquire some vacant lots for the family to use and enjoy. Not sure we would have purchased these lots now or purchase any other property in the future.

Again, we would vote "NO" for the Special Use Permit to be passed. If this request is passed then it sets a precedence for the City of T or C City Commission to view all Special Use Requests in residential areas.

We strongly feel if this Habitual Recovery Center is needed then an investigation in an area besides residential would be more fitting and most of all less liable to the City of Truth or Consequences in the long run.

Sincerely,

Fidel and Alice Naranjo

505 672-1400, Cell 505 690-6367

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Mayor Forrister: I'm going to go out on a limb and guess that you guys did not buy your house with the intention of it being next to a recovery center.

Orlando and Rhonda Griego: Absolutely. It was 100% when we bought it, and we absolutely love it.

Mayor Forrister closed the public hearing.

City Manager Swingle: Why did you leave from the place across from the Police Department?

Kathy Adkins, Applicant: Before we bought the property on Magnolia, we offered to buy that building because we had been there so long and we had been so stable. The gentleman who bought it re-did the front half of the building, and we had the second half of the building, and he had medical problems and we wanted to buy the building from him, but then he decided that his daughter was coming to town to take care of him and she was going to live in the back half of the building, and they were going to re-do it.

Mayor Forrister: Is this property being gifted to you guys?

Kathy Adkins, Applicant: We bought it in July. It was his legacy to live in T or C, and he unexpectedly passed away. He had left a certain amount of money set aside for the Alano Club so we have funds that are available.

Mayor Pro-Tem Hechler: I wholeheartedly agree with everything the proponents said, but the problem I have is that likability is not a consideration in this thing. We don't make our decisions here because we like somebody or we care for them or things like that. We have to make our decisions based upon what is best for the community, and what is best for everybody involved. Looking back at the Planning & Zoning Commission's findings and facts checklist under item # 2: ***unreasonably increase the traffic in public streets***. I think we've had some testimony that it could do that. Item #4: ***Deter the orderly and phased growth and development of the community***. People did not move to that community to be next to a center like this no matter how good the center is, and people may not move to that area in the future because the center is there and we have to keep that in mind. #5: ***Unreasonably impair established property values within the surrounding area***. I don't know what will happen with that and if the property is enhanced that it will improve the property values or because of the fact that the property is it will deter from the property value. #7: ***Constitute a spot zone and therefore adversely affect adjacent property values***. I think if you take all of the personalities out of it and you look at it from face value, it is a residential area and we have to honor it as a residential area. That is his opinion.

Mayor Forrister: Not just your view. I completely agree with you.

Commissioner Fahl: I think we all totally support the need. I think having a permanent place for that is a vital and importance to our community. Yes, Mayor Pro-Tem Hechler

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is correct, but I know lots of places in town where they do bible studies every week, and to me this is the same.

Commissioner Mitchell: I agree with Commissioner Fahl. I'd put myself in the position if they were going to take the house next door to me and have meetings I wouldn't have a problem with it. They need a place now, and they need a place where they can permanently be in.

Mayor Forrister: I don't think that anybody is arguing that the need isn't there. I think what we are arguing is that it is zoned residential and we have people who came forward that will directly be affected by that, and that is her concern. The amount of people it affects is more than just the people who live across the street.

Commissioner Harrelson: As a person who has lived with an alcoholic or two, I understand completely where you are coming from and I do think that you need a place to stay and it needs to be a permanent place, but it goes back to, we as a Commission have to decide what's best for everyone, not just a certain group of people. Sometimes we have to make hard decisions and that is why we were put in these places. I do want you to have a permanent home and I want you to have some place, but the facts are about the zoning piece of it and that is separate from my feelings about the program so we need to keep that in mind. I know that there are lots of businesses that do yoga and all sorts of things out of their home, but that is out of their home. It is not set up as a business zoning and you have to keep that in mind. If you have your home and you invite people home for a BBQ that is different, or for a meeting, that is different than zoning it as a commercial building which also comes with a lot of different things like ADA compliance so thinking about that vs it being a home, you have to consider those types of things.

Mayor Pro-Tem Hechler made a motion to deny the Special Use permit for 403 & 405 Magnolia St. for the purpose of a Community Center Recovery Meeting Place with considering the finding and facts checklist. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Shelly Harrelson, Commissioner voted aye

Hon. Rolf Hechler, Mayor Pro-Tem voted aye

Hon. Amanda Forrister, Mayor voted aye

Hon. Destiny Mitchell, Commissioner nay

Hon. Merry Jo Fahl, Commissioner nay

Motion carried with a 3-2 vote.

D. PRESENTATIONS:

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

City Manager Swingle and Golf Course Manager Rick Artman presented an Employee Service Anniversary Award to Elizabeth Stanley for 1 year of service with the City of Truth or Consequences.

City Manager Swingle and Pat O'Hanlon, Library Director presented an Employee Service Anniversary Award to Shay Yaw for 6 years of service with the City of Truth or Consequences.

City Manager Swingle presented an Employee Service Anniversary Award for Silke Kapela for 17 years of service with the City of Truth or Consequences. Silke could not be present at the meeting.

E. PUBLIC COMMENT (3 Minute Rule Applies):

Kate Hall addressed the Commission with comments related to:

- Comments attached hereto and made a part hereof.

Diane Lombardo addressed the Commission with comments related to:

- She feels that the Commissioners should know the laws, understand them and obey them. It is called corruption if you do not obey the laws. The people of Truth or Consequences deserve better than this. The law for the number of dogs to be on a property is 4 and that has been from at least when John Mulcahy was Mayor, Priscilla Mullins was Chief of Police, Deb Peters was in Animal Control and I was the head of CAAT. We sat down and made sure that it was in there. It is disrespectful for the people of this town to ignore our laws.
- She thanked Chuck Wentworth and the City of Truth or Consequences who has always helped with our turtle ascension every New Year. We were going to cancel this year, but Chuck wrote a wonderful column in the Sentinel and we've had two volunteers step up and the ascension will go on.

F. REPORTS:

City Manager Swingle reported the following:

- He introduced and welcomed our new Chief of Police Luis Tavizon. He has had an awesome career in Law Enforcement and I think you all will really like and appreciate him.
- He introduced and welcomed our new Finance Director, Kristie Wilson. She is in week 2, day 3 with the city. Kristie has a very lengthy background in finances, and we have to hone that in on Government finances, but she is going to be an outstanding Finance Director for the city.

Mayor, City Commissioners, and City Managers,

Mayor Pro Tem

Good Morning! I am Kate Hall, Executive Director of MainStreet Truth or Consequences. I want to give you an organizational update. MainStreet has been very busy lately! Over the past two months, we have had four different events. The monthly Second Saturday Art Hop continues to bring people from out of town. Musicians both provided by businesses as well as 2 sponsored by the Sierra County Arts Council play along the sidewalks and the galleries and shops bustle with shoppers. We host this event every month and invite you to come out and join in the festivities.

Fall Fandango was the Halloween event. There were events on all four days bringing people downtown. Thousands of kiddos paraded around, getting candy from businesses and organizations. We added some entertainment in the Healing Waters Plaza, which the kids enjoyed. And partnered with the Litter Pickers Organization to help clean up as one of the events.

Small Business Saturday was a boost for our local businesses. MainStreet collaborated with the Chamber of Commerce to provide prizes for shoppers. Of the receipts turned in, which were not nearly all the day's receipts, we counted nearly \$7000 in sales. And our monthly shop small initiative continues to grow, month by month.

Old-Fashioned Christmas once again brought many families downtown to celebrate. The Lighting of the Christmas Tree was attended by hundreds of kids and families, and the Parade of Lights was a hit. This is a beloved event, and this year was no exception.

We are working with various businesses on the 12 Days of Christmas Virtual Sales Event. Last night was night number 3 and there are 9 more nights to go. In previous years, the businesses made over \$14,000 in sales. We are hoping to have at least the same amount this year. You can see this on Facebook on the 12 Days of Christmas Facebook page or the MainStreet Facebook Page.

We are gearing up for 2023 but wish to thank the City workers (OJ, Benny, and Sean) for all their help with our events and Mayor pro tem Hechler for kicking off Old-Fashioned Christmas with the tree lighting, and Commissioner Mitchell for organizing the Parade of Lights. We appreciate your help.

Thank you for your time!

*I was given this script...
with minimal edits made by me*

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- He gave kudos to the employees who were setting up the Christmas decorations. The Electric Department, Parks Department, Pool Staff, Police Department and Streets. They did a fantastic job. The team work was outstanding and all of the departments need to be commended for that cooperation back and forth.
- The Tree Lighting event was great. All of the folks did fantastic work that evening. Mayor Pro-Tem turned on the lights and gave a brief speech prior to the lighting. It went very well and it was very well attended. MainStreet did a fantastic job with the events downtown as well.
- His contract is expiring in May, and he wants the City to start advertising for the vacancy starting in January 2023, so you will have a few months to solicit applications and resumes, and do interviews, and also because there was an interest to have himself and the new Manager work together for a month or two to show them the ropes.
- Assistant City Manager Traci Alvarez worked with SCCOG in putting together an application requesting \$750,000 for a CDBG Grant which is specifically for smart water meters. We want to replace some of our older meters first, and this would accommodate about 981 meters and the housing for the meters. They were successful in that application and we were notified that they received the full \$750,000. Kudos to Traci and the SCCOG for that application.
- George Henson has filed an appeal for the Resolution that the Commission had passed in regard to his property and the appeal will be on the January agenda.
- The NMDOT will have a public meeting tonight at the Civic Center at 6:00 p.m. to discuss the roundabout project. They are not going to talk about the engineering of it or what we should do. That has all been decided. It's done. This meeting is to talk about how the construction is going to start in the very near future.
- Water leaks and our city infrastructure is an ongoing item that is discussed at our meetings. We have very old infrastructure and it is going to take us a very long time to get all of the funding and address all of the problems with our water system. We did an analysis of our water leaks from January 1st through October 31st of this year and the Water Department has repaired 416 water leaks. That is an extremely high number of water leaks for a community this size, and it is because of the dated infrastructure that we have. We need approximately \$20 million dollars to address these three areas that have the oldest infrastructure, and are experiencing these leaks. The Water Department will go out and repair a water leak and within a day or two, either side of that water leak is leaking within 1 ft. to 5 ft. from that water leak. We ask for patience from our public because it is taking time to get our funding realized. We are looking at all options available to us. The Water Department cannot sustain any more debt service so this is not something that we can just go get a loan on. If we could, we would have already done that. We have no more capacity in the Water or Wastewater Department for any additional debt service. We will start immediately when we do receive funding.
- We had a Wastewater consultant to do a tour and an inspection of the Wastewater Treatment Plant. We know we have a lot of issues with the plant. The equipment out there is antiquated. We tried to get the environment department to come down and assist us with a tour. They chose not to do that,

but they have a consultant that they hire every year to do this service for them. He came out and looked at a number of issues and we should have a report probably within another week of his findings. He is very excited about the direction that the new director is taking and is understanding of the issues that are occurring out at Waste Treatment Plant so we want to move forward with those recommendations as well, and they are going to be very costly over time.

- We completed our audit. We did have one glitch in our audit. One of the glitches is part of our audit is an audit that occurs at the Housing Authority. The Housing Authority is still going through their audit. We don't have draft narrative from the Housing Authority audit to incorporate into our audit and this may cause our audit to be submitted late. We are not late. It will be clearly articulated in the report as to why it is late. If it is late, they have until tomorrow to get the draft to our auditors to incorporate it into the report and get it to the state auditor within the timeline that we are required.
- We had a SVH board meeting last week at the hospital to discuss the finances and in October the hospital realized over \$5 million dollars in revenue. That is the highest amount of revenue that the hospital has ever generated in a single month. They've added new doctors to the staff at the hospital. These are not travelers. These are people who are dedicated and work for Sierra Vista Hospital. They also have a surgeon now that they will be unveiling the practice and protocols and how that is going to work out in the very near future. The staff there does an amazing job every day in this community.
- The legislative briefing is scheduled on January 10, 2023 from 12:00 p.m. until 2:30 p.m. in the Red Room. The South-Central Council of Governments (SCCOG) will take the lead in hosting the briefing to go over our ICIP list with our legislators. Typically, the Mayor and Mayor Pro-Tem attend those.
- We still have a number of vacancies on our boards. We have two vacancies on the Impact Fee Board, one vacancy on the Public Utility Advisory Board, one vacancy on the Library Advisory Board, one vacancy on the Recreational Advisory Board and one vacancy on the Planning & Zoning Commission. If you know of anyone who is interested, please have them contact our City Clerk for a one-page application.
- The Coffee Shop is now open at the hospital.

City Attorney Rubin had no report.

City Commission Reports:

Commissioner Mitchell reported the following:

- It was reported to her that there is a leak in front of the Middle School, and it is icing over.
- She was involved in the Old Fashioned Christmas Event. It was a really big success. She organized the parade. She thanked the Police Department. Especially Officer Blomquist who led the parade and got Santa everywhere he needed to go. She also thanked the Sheriff's Department, State Police, all of the Fire Departments, Sierra Vista Hospital, and the community members who

participated in the parade. She thanked the Streets Department and OJ for helping with the barricades and decorations. We had over 30 entries in the parade so it was a pretty good success.

- This weekend on Saturday is the jingle bell races at the Healing Waters Plaza. Registration starts at noon, and it will be a scavenger hunt foot race down town where you get a little sheet and you have to take a selfie at each place. There will be games inserted on the side to play. We have almost \$1500 in prizes for winners, and we are doing group categories and individual categories. This is our initial fundraiser to get us some money so we can start promoting Fiesta this year.

Commissioner Harrelson reported the following:

- She was in a classroom and in the classroom the teacher was doing a lesson on fact vs. opinion, and the kids really struggled with that. It was really interesting because it really pertains to what we are talking about these days. The kids really struggled with what was fact and what was opinion. They couldn't give a fact and they couldn't give an opinion. One of their friends said that blue is the best color and that was their best friend so they all agreed with that. The teacher was really frustrated and she said, you know, I'm going to have to go and re-visit this. We have been talking about it for the past two weeks, and I don't understand why they aren't getting it. The point of the story is that we as a community and as a Country, are really misleading everyone by not expressing facts. She wanted to give a shout out to the Sentinel for posting facts, and letting readers make their own opinions instead of driving some heat and making people feel very stressed out, and giving them the opinion, they want vs. having what the true facts are. It just happened to be ironic yesterday that it was being discussed in the classroom yesterday. I think we need to be really mindful of what fact is and what opinion is when we are reading blogs, or media of any kind. We can't stop the nonsense if we continue reading those and giving support to that.
- If you know a teacher out there, I want you to thank them for how hard they work. They have worked very hard this semester. We are closing down a semester for the school year, and the kids are happy, and aren't listening anymore because they are ready for Santa. It is very stressful. She got to see kids singing Christmas Carols in the hallway yesterday which was a wonderful thing, and it brings back why we are all here, and it is because we are trying to build a community for our youth.

Mayor Forrister thanked Commissioner Mitchell for being a teacher.

Commissioner Fahl reported the following:

- The Old Fashioned Christmas Event was great. She was sad that she couldn't get to the tree lighting because her 4-year-old grandson was walking too slow and she couldn't get there fast enough. People are still speeding down town during the event even though we have barricades. They need to be considerate of people. Those roads are closed. People are walking around. She wishes

people would pay attention to barricades and understand that they weren't just for the parade.

- A constituent made a comment to her that people speed down town. She knows that it is a NMDOT highway and we don't have any control, but in Ruidoso they have a mechanism for the down town area to slow traffic down, and they really try to control people's traffic. She asked City Manager Swingle if there is anything we can do to slow the traffic down.

City Manager Swingle: Your question is well taken. The traffic in the downtown area has always been a concern. We've reported to the NMDOT multiple times about vehicles going the wrong direction, but we will pass that on to them, but we want them to hear it from the public as well.

Mayor Pro-Tem Hechler reported the following:

- He congratulated Commissioner Mitchell on the success of the parade.
- He gave kudos to a gentleman named Mike who picks up trash around town. He's been doing it for a few months now. He has picked up over a ton of trash on the interchange in the north end of town. He never says a word to anybody. He goes out there and picks it up, and the highway department picks up the trash bags from him. He wanted to give a shout out to him and those people who are out in the community who do those wonderful things for our community.
- Old Fashioned Christmas was a great event this year. This was the 14th year that MainStreet has put this thing on. It seems like it gets bigger and better every year, and he is so glad that this Commission saw that we needed to support MainStreet because you can see the benefits from it, and hopefully we continue to do so.
- He wished the City Staff a Merry Christmas. We have had a wonderful year with a lot of good things happening. He is really proud of the work that the City Manager and our City crews have done. He is looking forward to next year. I think we have over \$60 million dollars in projects next year. This community is going to be torn up, so please be patient with us, and understand that this is progress, and these are good things for our community. Just look at all of the GRT that is going to come to this community as a result of all these jobs and all of these things that are going on.

City Manager Swingle: At our first meeting in January, we will go over the accomplishments for 2022. Last year we did it in the end of December because we had outgoing Commissioners and we wanted them to hear all of the accomplishments. This has been an impressive year for the city and the staff under all of the circumstances that we've had.

Mayor Forrister reported the following:

- She didn't have the opportunity to go to the Old Fashioned Christmas Event. She had a pre-planned event she had to go to. She got to light the tree last year because Sandy was out of town, and so she got to pass the buck this year to

Mayor Pro-Tem and he got to handle it this year. She heard it was a very good event and she gave kudos to everyone who was involved.

G. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, November 16, 2022**
- 2. Acknowledge Regular Lodgers Tax Advisory Board Minutes, September 26, 2022**
- 3. November 2022 Accounts Payable**
- 4. Take Home Vehicle Forms for Various Departments**

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

H. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 19 22/23 Budget Adjustment Request:**

City Manager Swingle reviewed Budget Adjustments provided in the packet.

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

- 2. Discussion/Action: Resolution No. 20 22/23 Adopting fees pertaining to animal licensing and permits:**

City Clerk Torres: When we recently amended the Animal Ordinance, we removed all fees from the ordinance, and replaced it with the wording that states "fee set by resolution." The resolution provided in your packet mainly covers various animal licenses and permits. The other fees mentioned in the animal ordinance are listed in our current animal shelter resolution. None of the fees listed in the resolution have changed. These are the fees that we have charged for years, for these services.

Mayor Pro-Tem Hechler made a motion to approve Resolution No. 20 22/23 Adopting fees pertaining to animal licensing and permits. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

- 3. Discussion/Action: Publication of Ordinance No. 742 amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a new section designating the Sierra County Magistrate Court as the Court having jurisdiction over Municipal Ordinances and Repealing Sections 2-371 through 2-380:**

City Manager Swingle: On the June 22nd meeting, the Commissioners met to pass the initial Resolution to start the process of exploring the possibility of closing the Municipal Court and transitioning our cases to Magistrate Court, and designating Magistrate Court as the court of record for Municipal Ordinances. We've gone through that process. You've made the appointments of the committee. The committee met and had a public hearing on the matter. You complied with that, and the committee met and approved a final report with the decision of the desire to close the Municipal Court. Those things have all happened, and this is the next step. The ordinance has to be approved by the city. That and the report has will go to the Supreme Court if approved, and that is the final step for us, and they will make the decision on the actual closure of the court, and designating Magistrate Court as the court of record for us. This is a request to publish the Ordinance and have it before you as a public hearing and a decision next month.

Commissioner Fahl made a motion to approve Publication of Ordinance No. 742 amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a new section designating the Sierra County Magistrate Court as the Court having jurisdiction over Municipal Ordinances and Repealing Sections 2-371 through 2-380. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

1. Discussion/Update: Cantrell Dam Update.

City Manager Swingle: This was placed on the agenda at the request of Commissioner Fahl. Glenn is the engineer on staff with Wilson & Company that is taking the lead on this project. He was giving update on the findings thus far. It's still in the preliminary status. He is here to answer any questions that the Commission has.

Glen Selover, Wilson & Co. presented the design and analysis report process with the Commission. (Complete copy attached hereto and made a part hereof).

Mayor Forrister made a motion to move item I7 after item I1 so that the Village of Williamsburg can be present during discussion. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

(7) Discussion/Action: Approval of MOU between the Village of Williamsburg and the City of T or C for Animal Control and Shelter Services:

City Manager Swingle: This is for a MOU with the Village of Williamsburg to provide Animal Control and Animal Shelter services. Historically, the city provided this service free to the Village, and it was part of the JPA for our Law Enforcement services. They terminated the JPA, and currently they have no animal services support from the city

until we have an agreement. Right now, we're looking at the agreements with the County and with Elephant Butte as well. Elephant Butte pays \$1,100 dollars a month and \$50 per animal control call. The \$1,100 a month goes to the Animal Shelter. The \$50 goes to Animal Control. That equates to about \$16,200. The County pays \$3,000 per month for the shelter, and \$30 per call, for Animal Control. These numbers were established in 2013. The city's budget at the time was \$141,972. That is what we were paying for animal control, and we didn't have a shelter at the time. We had a Vet that actually took care of that for us, and we paid the Vet. Those numbers haven't increased once, and yet the calls for service, the number of animals definitely increases. This current fiscal year we're spending \$410,000 and some change for the Shelter, and for Animal Control services. That's a significant increase from what we initially had in 2013 so we've got to increase our cost to operate the shelter. You have two options listed here. One is based on the percentage of use, and the other one is based on the population of your community. If we were to build a shelter today, we works build that shelter based on the population. The population would dictate with a reasonable degree of certainty, the number of animals that were likely to incline. That's not my numbers, those are just numbers that are out there in the industry, so that's how we would define a shelter and build a shelter. He then reviewed the two options available for the Village of Williamsburg. Complete copy attached hereto and made a part hereof. If you look at the percentage of use option, this would have to be evaluated every year, and it would take substantial time and cost from the city to address this so if you are looking at this option, I would encourage you to add about a 5% administrative cost to the total number to ensure that the city is truly being compensated for its expenses. Neither of these options charge Williamsburg or any other entity more than what it is costing the city to provide animal services. The Village would prefer to pay on a per call basis. That number is very hard to articulate on a per call basis. Particularly when you have the animal in the shelter and the animal is in the shelter for an extended period of time. The city providing the service to these other entities streamlines the process for them. Any issues that come up are directed to the city from the Municipality. They get to kind of wash their hands of the responsibility of providing the service. They also get to wash their hands of once the animal is taken and it is in our hands, it is on us. We pay the cost of keeping that animal, vet services, food, and all of the cost associated. No animal leaves our shelter today that is not fixed. That is a huge improvement over what we've done historically, but that costs money to do so there is definitely cost involved. I know that going from paying nothing to paying \$18,000 to \$22,000 seems like a lot, but try running your own animal control program and shelter. It is very expensive. There is an efficiency in services when one entity is providing the service to everyone. There is value to everybody. It is a reduced rate, but everyone's rates have been the same since 2013 except for Williamsburg. Williamsburg hasn't paid anything.

Deb Stubblefield, Mayor of Village of Williamsburg: The previous JPA's that the Village of Williamsburg had with the City of T or C, Animal Control was not free. It was included in the Law Enforcement part of the JPA. It did state in the Animal Control portion. In last fiscal year we provided the amount of the Law Enforcement Protection Funds and an additional \$10,000. The year before that we had sat down with the City Manager and the Chief to negotiate because our GRT had dropped off. The Village is on a very small

budget annually. Our annual budget is approximately \$250,000. The reason for the termination of the JPA this fiscal year was because it was proposed by City Manager Swingle to the Village that it would be \$171,000 starting next year. There is no way we could do that. Even with the Law Enforcement Protection Funds going up, the Village couldn't handle that amount so we were forced to look at other options for our Law Enforcement. Granted, you all have the Animal Control and the Animal Shelter, and we need ACO services, so I would just ask that you consider our size. We've had some questions regarding the shelter about the procedure when people drop off animals up there because there are a number of people that live in the County outside the Village limits and when they drop off an animal they give their P.O. Box of Williamsburg, but they are not residents of the Village and that doesn't fall on us. Using a physical address would be a better system. We've requested information from the shelter regarding those animals and a monthly spreadsheet so that we can see. We have minimal calls for both Law Enforcement and Animal Control every year. In case you all are not aware, in our Mona Street project that we just completed, Truth or Consequences and the previous Mayor, Manager, and Commissioners were aware that Truth or Consequences received a brand-new water line on Mona that is your asset. It doesn't belong to the Village. It was \$191,000, and that has yet to be mitigated, or brought up, or discussed in any way. We have mentioned it a couple of times, and tried to figure out how we could get it mitigated, but as of today nothing has happened.

Mayor Pro-Tem Hechler: What about the funds that are in arrears, are you going to catch up on your contract?

Deb Stubblefield, Mayor of Village of Williamsburg: We have the prorated invoice that we were sent by the city. We have no intention of not paying. We have always paid, and we did pay the 1st quarter, and the 2nd quarter is prorated. During that time, for the last 4 months that we had the JPA in affect the Village received little or no patrols, and no citations came through our court for anything. Everything that is done out there is very minimal. It is not like there is an Officer patrolling there every day.

The Commission reviewed the options and felt that the population option was the best option for the MOU.

Commissioner Mitchell made a motion to accept the MOU between the Village of Williamsburg and the City of T or C for Animal Control and Shelter Services with based on a rate that is based on population. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Approval of FY23 State Grants-in-Aid to Public Library Grant Agreement:

Assistant City Manager Alvarez: This is for a FY23 State Grants-in-Aid to Public Library Grant Agreement. The state aid program is intended to supplement and encourage local

efforts in providing local library services. The amount of grant allocation is \$15,382.08, and that includes the shares for our eligible library branch.

Commissioner Fahl made a motion to approve the FY23 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.

3. Discussion/Action: Approve and Accept the State of NM DFA Capital Appropriation Grant Agreement 22-G3024:

City Manager Swingle: The city was honored by our legislative delegation and we received a Capital Appropriation of \$213,000 for the Ralph Edward Park. This is for the gazebo and the grounds of the facility which OJ wants to spend the balance that is left on the East Restroom so both of them would have been updated when this is done. We are months behind schedule. Typically, we have these agreements by July or August, and they just came out. We are really excited about this. The gazebo design is awesome and I think we will be able to get it up and running before park season so that is fantastic.

Commissioner Fahl made a motion to approve and accept the State of NM DFA Capital Appropriation Grant Agreement 22-G3024. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Approve and Accept the State of NM Aging and Long Term Capital Appropriation Grant Agreement A22G2017:

Assistant City Manager Alvarez: Much like the previous item, these next two items are late Capital Appropriation Grant Agreements. This particular one is for \$100,000 for the SJOA Ken James Senior Center, and it is to re-surface the parking lot. This will be the parking lot that we also park in for our Commission Meetings. The \$100,000 is a reimbursement grant. We are the fiscal agents so we will pay upfront. The city will also benefit from parking lot improvements and our Street Department will do a lot of the work, and this will cover costs of materials.

Commissioner Fahl made a motion to approve and accept the State of NM Aging and Long Term Capital Appropriation Grant Agreement A22G2017. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Approve and Accept the State of NM Aging and Long Term Capital Appropriation Grant Agreement A22G2018:

Assistant City Manager Alvarez: SJOA Ken James Senior Center has received a Capital Appropriation in the amount of \$84,000.00 to purchase and equip passenger vehicles for the Ken James Senior Center. They are doing a little bit of juggling on these. They have two grant agreements that are going to expire the end of June, and unfortunately vehicles are not readily available so we are kind of moving some of these funds around for what they are appropriated. We are hoping to get all of these monies expended for vehicles. The terminology just may change a little bit.

Commissioner Mitchell made a motion to approve and accept the State of NM Aging and Long Term Capital Appropriation Grant Agreement A22G2018. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Approval of Municipal Golf Course Residential Building Lease Agreement:

City Manager Swingle: This agreement is for our new Chief to allow him to have housing in the interim until he can get his place purchased, located, and get moved in. The agreement is for 12 months, although he is planning to be out in April or May, but the logistics of working with the supply chain right now may take a little longer. The property valued at \$500 a month. He will not pay that. He will stay there for free. However, he will be taxed on that \$500 per month. He is responsible for the utilities and the benefit the city is getting out of it is the security of the Golf Course, and the responsibilities identified with what he would do.

Commissioner Fahl made a motion to approve the Municipal Golf Course Residential Building Lease Agreement. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Item 17 was moved after item 11.

8. Discussion/Action: Agreement between the City of Truth or Consequences ("City") and Sierra Vista Hospital for Medical Services:

City Manager Swingle: This agreement has been a long time coming. It is basically for prisoners that the Police Department incarcerate, and before they can get them to the jail, the jail may request that they have a medical clearance if they have been involved in certain events or when they do their diagnostic at the jail and they have extremely high blood pressure. A lot of people suffer from "incarceritis" when they go to jail. They get antsy and a little nervous when they get arrested so their blood pressure goes up. They give them time, and if it doesn't go down, they want a medical clearance from a doctor stating that the individual can be incarcerated. We currently owe the hospital

about \$330,000, and from the beginning of time to date we have not paid them, and they've been adamant about trying to get the money. I thought we had it all worked out with the previous CEO at the hospital, but unfortunately, he left and we started the process again with the new CEO. I think we have a very good agreement. This agreement is going to be kind of the catalyst for all of the other entities. We are going to get a reduced rate of 50% of their cost for future medical services. We only want to be responsible for that evaluation of making that determination, but depending on the individual, it may require some additional testing and diagnostic work because the doctor's licenses are on the hook here, and their malpractice insurance. They can't just automatically say yeah, the individual looks fine to me. They may have to provide prescriptions for somebody who has been without drugs for a period of time. There are a lot of scenarios coming in. We are going to be paying the whole amount that we owe at about 50% as well. They are really working with us and all of the entities to put this baby to bed.

Commissioner Fahl made a motion to approve the Agreement between the City of Truth or Consequences ("City") and Sierra Vista Hospital for Medical Services. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

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

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

10. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Historical Society (Geronimo Springs Museum) Application.

Tammy Gardner, Executive Assistant reviewed the Sierra County Historical Society (Geronimo Springs Museum) Lodgers Tax Application provided in the packet, and stated that the requested amount was \$3,000, but only \$2,301.98 was approved by the Lodgers Tax Advisory Board.

Mayor Pro-Tem Hechler moved to approve and allocate Funds to Sierra County Historical Society (Geronimo Springs Museum) in the amount of \$2,301.98. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.

**Hon. Amanda Forrister, Mayor voted aye
Hon. Destiny Mitchell, Commissioner voted aye**

Hon. Shelly Harrelson, Commissioner voted aye
Hon. Merry Jo Fahl, Commissioner abstained
Hon. Rolf Hechler, Mayor Pro-Tem voted aye

Motioned carried with a 4-0 vote. 1 abstention.

11. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Historical Society (Geronimo Springs Museum) Application.

Tammy Gardner, Executive Assistant reviewed the Sierra County Historical Society (Geronimo Springs Museum) Lodgers Tax Application provided in the packet, and stated that the requested amount was \$3,062, but only \$2,750 was approved by the Lodgers Tax Advisory Board.

Commissioner Mitchell moved to approve and allocate Funds to Sierra County Historical Society (Geronimo Springs Museum) in the amount of \$2,750. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer.

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

Motioned carried with a 4-0 vote. 1 abstention.

12. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Rock and Gem Society (SCRAGS).

Tammy Gardner, Executive Assistant reviewed the Sierra County Rock and Gem Society (SCRAGS) Lodgers Tax Application provided in the packet, and stated that the requested amount was \$18,766, but only \$5,750 was approved by the Lodgers Tax Advisory Board.

Commissioner Fahl moved to approve and allocate Funds to Sierra County Rock and Gem Society (SCRAGS) in the amount of \$5,750. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried

J. EXECUTIVE SESSION:

1. Purchase, Acquisition, or Disposal of Real Property (Sale of Real Property) pursuant to 10-15-1(H.8).
2. Threatened & Pending Litigation (*George Henson*) pursuant to 10-15-1(H.7).
3. Threatened & Pending Litigation (*Ariel Daugherty*) pursuant to 10-15-1(H.7).

Mayor Pro-Tem Hechler made a motion to go into executive session at 1:14 p.m. to discuss Purchase, Acquisition, or Disposal of Real Property (Sale of Real Property) pursuant to 10-15-1(H.8), Threatened & Pending Litigation (*George Henson*) pursuant to 10-15-1(H.7), and Threatened & Pending Litigation (*Ariel Daugherty*) pursuant to 10-15-1(H.7). Commissioner Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Forrister reconvened the meeting in open session at 1:36 p.m.

Mayor Pro-Tem Hechler certified that only matters pertaining to Purchase, Acquisition, or Disposal of Real Property (Sale of Real Property) pursuant to 10-15-1(H.8), Threatened & Pending Litigation (*George Henson*) pursuant to 10-15-1(H.7), and Threatened & Pending Litigation (*Ariel Daugherty*) pursuant to 10-15-1(H.7) was discussed in Executive Session.

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

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

No action was taken.

L. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 1:37 p.m.

Passed and Approved this 11th day of January, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: F.2

SUBJECT: Acknowledge Regular Airport Advisory Board Minutes, October 4, 2022.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 6, 2023

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

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-11-2023

**CITY OF TRUTH OR CONSEQUENCES
AIRPORT ADVISORY BOARD AGENDA
TUESDAY, OCTOBER 4, 2022**

REGULAR MEETING

Regular meeting of the Airport Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, October 4, 2022 at 4:00 P.M.

INTRODUCTION:

ROLL CALL:

Mark Shipley, Chairman
David Senn, Vice-Chairman - **ABSENT**
Gerald Lafont, Member
Larry W. Mullenax, Member

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Lisa Gabaldon, Deputy Clerk

1. PLEDGE OF ALLEGIANCE

Assistant City Manager Alvarez led the pledge of allegiance.

2. APPROVAL OF AGENDA

Member Mullenax made a motion to approve the agenda.
Member Lafont seconded the motion.
Motion carried unanimously.

3. APPROVAL OF MINUTES:

- a. Regular Meeting of Tuesday, July 5, 2022

Member Mullenax made a motion to approve the minutes from July 5, 2022.
Chairman Shipley seconded the motion,
Motion carried unanimously.

- b. Special Meeting of Tuesday, August 23, 2022

Member Mullenax made a motion to approve the minutes from August 23, 2022.
Member Lafont seconded the motion.
Motion carried unanimously.

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

No comments.

5. NEW BUSINESS:

- a) Discussion/Action – Recommendation for Appointment of Board Member.
 - 1) Robert McGuire

Robert McGuire introduced himself to the board and gave a brief description of his qualifications and history.

Member Mullenax made a motion to recommend Robert McGuire as a board member.
Member Lafont seconded the motion.
Motion carried unanimously.

b) Discussion/Update - Airport Capital Infrastructure Plan (ACIP), Traci Alvarez, Assistant City Manager

Assistant City Manager Alvarez advised the board that the ACIP was in the packet with the information that is being addressed which explains what they are working towards over the next few years. They went out for an RFP for their airport engineering services and it was awarded to Delta Consultants and Sheryl Rodriguez is on the phone.

Cheryl Rodriguez stated that for the CIP, Delta worked closely with airport staff and City management to think about the capital improvement projects that are needed at the airport and to put together a thoughtful plan on how they can capture getting the projects done with the existing state grant that is in place as well as using the airports available non primary entitlement plans. The airport is also receiving additional funding of \$110,000.00 a year for the bi-partisan infrastructure bill. One of the airports highest needs is rehabilitating the terminal apron; they are looking to do a non-overlay. In addition, one of the airports desires is to relocate the self-fueling facility. She went on to explain all of the things they are looking to upgrade at the airport with all available funds. She stated that nothing will be forced; this is all just a discussion point at this time.

c) Discussion/Update - EAA Proposal, Traci Alvarez, Assistant City Manager

Assistant City Manager Alvarez stated that the City Commission approved the proposal. They did ask that the EAA find their own source of funding; the City doesn't have the financial resources or the material resources therefore it would fall on the EAA to provide the materials and items that are needed. If that is something that the EAA wishes to move forward with, their next steps would then be following all regular planning and zoning within the City limits; they will have to submit the scope of work and site plans to the planning and zoning department and follow the steps and procedures through there as well. She will be talking to Mr. Gilbert regarding the steel and once she gets clarification, she will pass it on to the board.

Member Mullenax stated that this will be a big issue if this isn't available and maybe Chad can go out for another grant.

Assistant City Manager Alvarez stated that the grants that are out there that the City would apply for need to be allocated for our CIP stuff. They don't have the funding at the state or federal level; they're not going to fund something like campsites. They would need to go out and request funding on their own as the EAA and non-profit. Member Mullenax stated that they will not be able to make the fly-in in November, they will have to push it off probable until the spring, maybe in April.

Assistant City Manager Alvarez stated the overnight camping is fine as long as they get the City Managers approval. Chairman Shipley brought up trash and fire that need to be addressed before they approve camping.

Assistant City Manager Alvarez stated that they would need to get with Chad to make sure there are no FAA violations.

Greg David stated that the proposed date as of now is the weekend of April 21st; Friday through Sunday the 23rd.

d) Discussion/Update – Manager Report – Chad Rosacker Airport Manager

Assistant City Manager Alvarez read an email with the updates from Chad. Textron Aviation has been utilizing for testing off airport operations and capability for the King Air. They'll be returning again mid-October as long as the technicians get the modifications for the next aircraft completed. The next aircraft will be a latitude jet. These operations will be done off the dirt runways. Repairs were made to the runway and taxiway edges across runway 29; he gave a huge thank you to Benny and the Streets Department for all of their help. He gave a big shout-out to Cheryl and the new engineering firm for their great work preparing the CIP. We are now fully staffed at the airport. There is a concern submission form on the website that guarantees complaints and concerns are addressed by himself or the City and that the City Manager has complete visibility of all concerns. The new tractor is available and the company came out and did training with the different departments.

6. REPORTS FROM THE BOARD

Chairman Shipley mentioned that the application for the septic system has been applied for NMED; they are waiting for the state engineers review on it.

Assistant City Manager Alvarez stated that they made sure that there was no conflict of interest; they looked at procuring an outside septic company, outside of the City limits to do the work. They learned very quickly that they should stay within the City limits and go to the best. They appreciate that Talon was able to step in and take on the project.

Chairman Shipley explained to the board what all was needed to do the work.

7. REPORTS FROM STAFF

There is nothing to report at this time.

8. ADJOURNMENT

Chairman Shipley made a motion to adjourn the meeting.

Member Lafont seconded the motion.

Meeting was adjourned.

PASSED AND APPROVED this 3rd day of January 2023.



Mark Shipley, Chairman

Vice-Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: F.3

SUBJECT: December 2022 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: December 30, 2022
SUBMITTED BY: Ruby Otero, 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 2022

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 977,008.15

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

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Ruby Otero, 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 1-11-2023

Accounts Payable Transfer Sheet - 21-222 FY
Post Date Ending: 12/2/12/8,12/9,12/14,12/16,12/23,12/30

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>							<u>GRAND TOTAL</u>	<u>Fund Numbers</u>
		12/2/2022	12/8/2022	12/9/2022	12/14/2022	12/16/2022	12/23/2022	12/30/2022	TRANSFERS	
101	General	\$30,900.37		\$19,004.42		\$4,734.89	\$17,106.79	\$51,274.61	\$123,021.08	101
201	Local Government Corrections	\$72.00				\$2,860.00			\$2,932.00	201
209	State Fire	\$1,302.26		\$54.19			\$1,223.08	\$774.97	\$3,354.50	209
211	Law Enforcement Protection	\$1,421.25		\$674.18		\$306.41	\$191.35	\$3,231.49	\$5,824.68	211
214	Lodger's Tax	\$3,313.28		\$1,411.66		\$7,631.36	\$15,662.60		\$28,018.90	214
216	Street Renovation	\$3,689.41		\$9,096.71		\$402.01		\$7,960.31	\$21,148.44	216
217	Municipal Recreation								\$0.00	217
294	State Library	\$222.46		\$210.24		\$99.95	\$2,497.00	\$216.63	\$3,246.28	294
295	Municipal Pool	\$3,122.71		\$110.01			\$73.18	\$1,387.02	\$4,692.92	295
296	PD-GRT Fund					\$785.43			\$785.43	296
298	PD-Donations							\$878.17	\$878.17	298
302	Electrical Construction								\$0.00	302
303	Veterans Memorial	\$148.62					\$165.02		\$313.64	303
304	SJOA - Grants					\$6,727.00	\$4,046.21		\$10,773.21	304
305	Capital Improvement General								\$0.00	305
306	Capitla Improvement Joint Utility								\$0.00	306
307	Golf Course Improvements	\$1,027.10		\$320.44		\$1,757.50			\$3,105.04	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	\$1,880.28							\$1,880.28	315
316	Emergency Reserve								\$0.00	316
321	USDA Water System Improvements								\$0.00	321
360	NMFA Projects								\$0.00	360
370	Water Trust Board Projects			\$21,396.45			\$32,944.17		\$54,340.62	370
403	Pledge State Tax	\$26,144.09			\$4,788.86				\$30,932.95	403
501	Cemetery						\$197.21		\$197.21	501
502	Utility Office	\$1,257.94	\$200.00	\$10,262.75		\$6,717.67	\$545.23	\$1,122.15	\$20,105.74	502
503	Electric Dept	\$14,138.14		\$293,064.05		\$37,461.33	\$659.72	\$5,870.10	\$351,193.34	503
504	Water Dept	\$21,877.77		\$9,395.70		\$2,799.00	\$16,802.62	\$29,666.50	\$80,541.59	504
505	Solid Waste	\$5,949.87		\$47,334.77	\$2,101.13	\$12,915.16	\$39,325.08	\$3,764.78	\$111,390.79	505
506	WasteWater	\$17,297.07		\$10,544.20		\$5,802.64	\$4,740.91	\$10,780.09	\$49,164.91	506
507	Solid Waste Landfill/Collection								\$0.00	507
508	Golf Course	\$1,848.59		\$414.58		\$1,037.06	\$2,218.00	\$894.48	\$6,412.71	508
509	Municipal Airport	\$1,073.21		\$37,035.79		\$3,824.62	\$560.33	\$10,400.66	\$52,894.61	509
600	Internal Service Fund	\$426.02		\$2,525.39		\$542.19	\$235.83	\$6,129.68	\$9,859.11	600
	Grand Total-Accounts Payable	\$137,112.44	\$200.00	\$462,855.53	\$6,889.99	\$96,404.22	\$139,194.33	\$134,351.64	\$977,008.15	



Truth or Consequences

Expense Approval Report

By Fund

Payable Dates 12/1/2022 - 12/31/2022

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					
AMAZON CAPITAL SERVICES, IN...	1TRM-F791-CXTT, 1TXV-YHCR-X...	12/01/2022	RESCUE ADOPT SWEATSHIRT- ...	101-1006-42620	54.32
AMAZON CAPITAL SERVICES, IN...	1TRM-F791-CXTT, 1TXV-YHCR-X...	12/01/2022	RESCUE ADOPT SWEATSHIRT- X...	101-1006-42620	27.16
AMAZON CAPITAL SERVICES, IN...	1TRM-F791-CXTT, 1TXV-YHCR-X...	12/01/2022	DOG DNA TEST	101-1006-44607	99.99
AMAZON CAPITAL SERVICES, IN...	1TRM-F791-CXTT, 1TXV-YHCR-X...	12/01/2022	SANTA CUSTOME	101-1006-44607	40.00
AMAZON CAPITAL SERVICES, IN...	1TRM-F791-CXTT, 1TXV-YHCR-X...	12/01/2022	KENNELSOL	101-1006-44607	149.52
XEROX CORP.	017484235/017484237	12/02/2022	BASE CHARGE/METER USAGE - ...	101-1004-43465	591.14
XEROX CORP.	017484238	12/02/2022	BASE CHARGE - METER USAGE ...	101-1007-43465	314.50
XEROX CORP.	017484240/017582342	12/02/2022	XEROX CHARGE/METER USAGE	101-1040-43465	236.04
XEROX CORP.	017484254	12/02/2022	METER USAGE OPEN PO 22/23	101-1003-43465	338.75
XEROX CORP.	017484256	12/02/2022	BASE CHARGE/METER USAGE FY...	101-1009-43465	222.17
BANK OF AMERICA	06101	12/02/2022	LAUNDRY DETERGENT	101-1006-44607	55.92
BANK OF AMERICA	06101	12/02/2022	GLOVES	101-1006-44607	44.91
BANK OF AMERICA	06101	12/02/2022	BLEACH	101-1006-44607	33.48
BANK OF AMERICA	06101	12/02/2022	DOG BOWLS	101-1006-44607	13.56
BANK OF AMERICA	06101	12/02/2022	HAND SOAP	101-1006-44607	9.94
BANK OF AMERICA	10/31/22	12/02/2022	PAYROLL CLERK TRAINING ACA...	101-1004-42720	750.00
MOBILE MEDICAL EXPRESS LLC	1032	12/02/2022	RANDOM TESTING	101-1004-48599	1,880.11
WINDSTREAM CORPORATION	11/18/22	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	89.03
TDS	11/27/22	12/02/2022	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,706.79
NEW MEXICO GAS COMPANY, I...	11/30/22	12/02/2022	GAS BILLS/NM WORKFORCE C...	101-1018-43780	47.61
NEW MEXICO GAS COMPANY, I...	11/30/22	12/02/2022	GAS BILLS/GENERAL FY 22-23	101-1018-43780	2,146.80
NEW MEXICO GAS COMPANY, I...	11/30/22	12/02/2022	GAS BILLS/ANIMAL SHELTER FY ...	101-1018-43780	347.69
CITY UTILITIES	11/30/22	12/02/2022	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	5,936.77
BANK OF AMERICA	11042022	12/02/2022	ADVANCED REGISTRATION- KER...	101-1004-42720	50.00
MANANA	111.22	12/02/2022	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
BANK OF AMERICA	11-1-22	12/02/2022	SERENITY 2023 REFILL	101-1003-44606	48.95
BANK OF AMERICA	11-1-22	12/02/2022	STORAGE BINDER	101-1003-44606	13.95
BANK OF AMERICA	11-1-22	12/02/2022	STORAGE SLEEVE	101-1003-44606	13.95
BANK OF AMERICA	11-1-22	12/02/2022	TAX	101-1003-44606	6.44
TURTLEBACK PEST CONTROL, I...	11182022	12/02/2022	TURTLEBACK PEST CONTROL SE...	101-1014-43403	728.04
VALLEY VET SUPPLY	264598	12/02/2022	BRONCH-SHIELD ORAL FOR DO...	101-1006-44607	397.90
VALLEY VET SUPPLY	264598	12/02/2022	DURAMUNE MAX 5-CVK THE P...	101-1006-44607	607.50
INTERNATIONAL INSTITUTE OF...	28476,41084	12/02/2022	ANGELA A. TORRES 2023 MEM...	101-1001-43770	185.00
INTERNATIONAL INSTITUTE OF...	28476,41084	12/02/2022	LISA GABALDON 2023 MEMBER...	101-1001-43770	125.00
QUILL CORPORATION	29089647,29068553,29168983,...	12/02/2022	902 XL	101-1002-44606	78.20
QUILL CORPORATION	29089647,29068553,29168983,...	12/02/2022	SOAP REFILL	101-1002-44606	56.99
QUILL CORPORATION	29089647,29068553,29168983,...	12/02/2022	INDEX TABS	101-1002-44606	5.30
QUILL CORPORATION	29089647,29068553,29168983,...	12/02/2022	PENCIL SHARPENER	101-1002-44606	26.29
QUILL CORPORATION	29089647,29068553,29168983,...	12/02/2022	2023 QUILL DESK	101-1002-44606	25.47
QUILL CORPORATION	29089647,29068553,29168983,...	12/02/2022	1/2 BINDER	101-1002-44606	7.72
QUILL CORPORATION	29089647,29068553,29168983,...	12/02/2022	1" BLUE BINDER	101-1002-44606	8.58
QUILL CORPORATION	29089647,29068553,29168983,...	12/02/2022	1" D RING	101-1002-44606	8.98
QUILL CORPORATION	29089647,29068553,29168983,...	12/02/2022	2022-23 WEEKLY	101-1002-44606	30.59
QUILL CORPORATION	29089647,29068553,29168983,...	12/02/2022	2022-23 DESK	101-1002-44606	9.53
QUILL CORPORATION	29089647,29068553,29168983,...	12/02/2022	PLANNER REFILL	101-1002-44606	25.19
QUILL CORPORATION	29138550,29143520	12/02/2022	WHITE BUSINESS ENVELOPES	101-1001-44606	125.95

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QUILL CORPORATION	29138550,29143520	12/02/2022	2023 WALL CALENDAR	101-1001-44606	47.49
QUILL CORPORATION	29138550,29143520	12/02/2022	32GB USB FLASH DRIVE/10 PACK	101-1001-44606	40.99
QUILL CORPORATION	29138550,29143520	12/02/2022	PUFFS TISSUE 6-PACK	101-1001-44606	29.18
QUILL CORPORATION	29138550,29143520	12/02/2022	9.13 X 13.25 BUBBLE MAILER	101-1001-44606	16.19
QUILL CORPORATION	29138550,29143520	12/02/2022	5.75 X 9 BUBBLE MAILER	101-1001-44606	7.64
QUILL CORPORATION	29138550,29143520	12/02/2022	2023 MONTHLY DESK CALENDAR	101-1001-44606	14.03
BANK OF AMERICA	358861	12/02/2022	DOG FOOD	101-1006-44607	545.79
BANK OF AMERICA	360899	12/02/2022	STEEL TOE WORK BOOTS - O.J. ...	101-1013-42620	104.99
TESTON'S FREEWAY CHEVRON	4542	12/02/2022	OPEN PO FY22/23 FUEL PURCH...	101-1013-43316	176.04
TESTON'S FREEWAY CHEVRON	4543	12/02/2022	GAS	101-1006-43316	27.17
TESTON'S FREEWAY CHEVRON	4569	12/02/2022	TESTOS FUEL/OIL OPEN P.O FY ...	101-1009-43316	788.77
PATTILLO BROWN & HILL, LLP	460647	12/02/2022	ANNUAL AUDIT FY 2021-22 GE...	101-1018-48596	4,310.00
BANK OF AMERICA	582321627588675	12/02/2022	CANDY AND SUPPLIES FOR JOB ...	101-1001-44606	47.52
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1001-43775	276.51
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1002-43775	194.20
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	232.00
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1004-43775	248.87
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1006-43775	110.06
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	1,022.68
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	125.36
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1009-43775	144.90
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1010-43775	93.10
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1011-43775	69.54
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1012-43775	85.35
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1014-43775	131.90
BANK OF AMERICA	BF98BD43-0006	12/02/2022	RING MULTICAM	101-1002-43770	108.38
BANK OF AMERICA	o-0012668033	12/02/2022	FIRST AID CPR TRAINING 2 ACO ...	101-1007-44615	280.00
CHRISTINE LOFTIS	083235	12/09/2022	SECURITY DEPOSIT FOR 12/5/22...	101-1099-34348	25.00
MIKE TORRES DBA CD TECHNO...	10034	12/09/2022	IT SERVICES AUGUST 1,2022 TO ...	101-1018-48598	903.14
SIERRA COUNTY SENTINEL	110107	12/09/2022	HELP WANTED ADS FY22-23- O...	101-1004-43740	293.44
SIERRA COUNTY SENTINEL	110176	12/09/2022	OPEN PO FOR FY 22/23 PUBLIC...	101-1001-43740	482.94
SIERRA COUNTY SENTINEL	110177	12/09/2022	LEGAL AD FOR RFI #22-23-001 A...	101-1004-43740	102.85
COPPLER LAW FIRM, P.C.	11744/11739	12/09/2022	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	2,254.11
JAIME F. RUBIN, LLC	12122	12/09/2022	GRT	101-1000-43597	395.30
JAIME F. RUBIN, LLC	12122	12/09/2022	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	5,183.01
GEORGE SZIGETI	122221	12/09/2022	REFUND FOR 12/31/22 EVENT ...	101-1099-34348	65.00
SOUTHWEST AUTOMOTIVE	1326	12/09/2022	LABOR TO INSTALL BRAKE BOO...	101-1006-47420	592.79
SOUTHWEST AUTOMOTIVE	1326	12/09/2022	BRAKE BOOSTER	101-1006-47420	208.00
SOUTHWEST AUTOMOTIVE	1326	12/09/2022	BRAKE MASTER CYLINDER	101-1006-47420	256.00
SUN VALLEY, INC.	166519/166513/66536/166547...	12/09/2022	OPEN PO FOR FIELD SUPPLIES	101-1009-44607	368.01
SUN VALLEY, INC.	166766/6,166792/6,166908/6,...	12/09/2022	FIELD SUPPLIES AND TOOLS	101-1014-44607	690.52
STANTEC CONSULTING SERVICE...	2012435	12/09/2022	SILVER CITY NMGR @ 8.0%	101-1010-48598	49.94
STANTEC CONSULTING SERVICE...	2012435	12/09/2022	DEVELOPMENT REVIEW 101 AU...	101-1010-48598	606.31
SIERRA AUTO/CARQUEST	306661	12/09/2022	SML ENG SPARK PLUG	101-1009-47420	20.88
SIERRA AUTO/CARQUEST	307089	12/09/2022	WINDSHIELD WIPERS	101-1009-47420	53.28
SIERRA AUTO/CARQUEST	307210	12/09/2022	BATTERY	101-1007-47420	144.19
SILVERSKY, INC.	468934-SI	12/09/2022	EMAIL SERVICE OPEN PO FY22/...	101-1018-43815	217.96
TRANS UNION RISK & ALTERNAT..	485949-202211-1	12/09/2022	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	117.00
POWER FORD	54844591G	12/09/2022	EXHAUST BACK PRESSURE SEN...	101-1009-47420	24.11
DESERT GRAPHICS INC.	6553	12/09/2022	SPONSORED SIGN	101-1009-44613	190.00
ARENAS VALLEY ANIMAL CLINIC...	72705,72878	12/09/2022	VET SERVICES	101-1006-48598	330.56
ARENAS VALLEY ANIMAL CLINIC...	73090,73183	12/09/2022	VET SERVICES	101-1006-48598	388.27
ARENAS VALLEY ANIMAL CLINIC...	73228,73237	12/09/2022	VET SERVICES	101-1006-48598	130.88
ARENAS VALLEY ANIMAL CLINIC...	73366,73525	12/09/2022	VET SERVICES	101-1006-48598	150.13
ARENAS VALLEY ANIMAL CLINIC...	73583	12/09/2022	VET SERVICES	101-1006-48598	70.22
TYLER BUSINESS FORMS	77333/77770	12/09/2022	1099-NEC 4 PART EZ PACK 50	101-1004-44606	202.82
TYLER BUSINESS FORMS	77333/77770	12/09/2022	BLANK 4 UP W-2 W/BACKER 25 ...	101-1004-44606	165.28
TYLER BUSINESS FORMS	77333/77770	12/09/2022	4 UP ENVELOPE-SELF SEAL-200 ...	101-1004-44606	100.00
TYLER BUSINESS FORMS	77333/77770	12/09/2022	EMPLOYEE COPY 50 PK	101-1004-44606	86.64
TYLER BUSINESS FORMS	77333/77770	12/09/2022	1099-MISC 4 PART EZ PACK 25	101-1004-44606	67.83

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TYLER BUSINESS FORMS	77333/77770	12/09/2022	1095-C IRS COPY A 50 PK	101-1004-44606	253.14
TYLER BUSINESS FORMS	77333/77770	12/09/2022	1096 SUMMARY & TRANSMITT...	101-1004-44606	7.25
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	149.45
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	223.91
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	298.74
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	120.67
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	889.65
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	113.11
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	109.93
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	96.74
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	282.55
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	121.99
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	207.67
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	204.66
VERIZON WIRELESS	9921450383	12/09/2022	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	205.45
VERIZON WIRELESS	9921450383	12/09/2022	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	125.69
LASTING PAWS PET MEMORIAL ...	LC10391-I-0033	12/09/2022	ANIMAL CREMATIONS	101-1006-48598	536.24
TDS	12012022	12/16/2022	INTERNET SERVICE/PD OPEN PO..	101-1007-43775	149.00
TERRALOGIC DOCUMENT SYST...	134695	12/16/2022	CANNON SCANNER DR-M260	101-1001-47410	188.91
TERRALOGIC DOCUMENT SYST...	134695	12/16/2022	SALES TAX	101-1001-47410	223.86
TERRALOGIC DOCUMENT SYST...	134695	12/16/2022	RENEWAL OF SOFTWARE SUPP...	101-1001-47410	2,484.00
AMAZON CAPITAL SERVICES, IN...	1LK6-4XPR-TFWT	12/16/2022	LOGITECH WEBCAM	101-1007-44606	59.99
STANTEC CONSULTING SERVICE...	2016812	12/16/2022	SILVER CITY NMGR @ 8.2375%	101-1010-48598	4.79
STANTEC CONSULTING SERVICE...	2016812	12/16/2022	DEVELOPMENT REVIEW 700 CH...	101-1010-48598	58.22
APEX TECHNOLOGIES LLC	28725	12/16/2022	SEMI ANNUAL MONITORING OF...	101-1012-48599	194.96
SIERRA VISTA HOSPITAL / SIERR...	51691C15467	12/16/2022	COLLECTION FEE FY 22-23 OPEN...	101-1004-48599	275.00
QUEST DIAGNOSTICS, INC.	9201537560	12/16/2022	SCREENING & MRO FEE FY22-23...	101-1004-48599	560.50
GRAINGER, INC.	9535196563	12/16/2022	TRASH BAGS 60 GAL	101-1009-44607	439.30
GRAINGER, INC.	9535196563	12/16/2022	SAFETY GLOVES MED	101-1009-44607	38.52
GRAINGER, INC.	9535196563	12/16/2022	SAFETY GLOVES LG	101-1009-44607	57.84
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	149.45
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	223.91
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	344.77
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	120.67
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	959.79
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	113.11
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	88.06
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	96.74
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	272.13
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	121.99
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	207.67
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	204.66
GREG P. CLAESSON	690925	12/22/2022	REFUND FOR 10/20/22 EVENT ...	101-1099-34348	35.00
LAS CRUCES SUN NEWS	0005151109-01	12/23/2022	LEGAL AD FOR RFI #22-23-001 A...	101-1004-43740	131.99
LAS CRUCES SUN NEWS	0005151109-2	12/23/2022	LEGAL AD FOR RFP #20-21-011...	101-1004-43740	88.80
WEX BANK	11/01/2022	12/23/2022	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	4,106.56
WEX BANK	11-01-2022	12/23/2022	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	979.02
WILSON & COMPANY, INC. ENG...	112193	12/23/2022	ON CALL GRANT MANAGEMENT..	101-1010-48598	525.79
WEX BANK	11302022	12/23/2022	WEX BANK FUEL CARD OPEN PO..	101-1014-43316	598.55
WINDSTREAM CORPORATION	12/19/22	12/23/2022	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	91.63
CITY UTILITIES	12/19/22	12/23/2022	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	3,043.27
TURTLEBACK PEST CONTROL, I...	12192022	12/23/2022	TURTLEBACK PEST CONTROL SE...	101-1014-43403	1,075.24
CITY UTILITIES	12-19-22	12/23/2022	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	18.00
STANTEC CONSULTING SERVICE...	2022479	12/23/2022	DEVELOPMENT REVIEW 101 AU...	101-1010-48598	165.85
STANTEC CONSULTING SERVICE...	2022479	12/23/2022	SILVER CITY NMGR @ 8.0%	101-1010-48598	13.66
AUTOZONE STORES, LLC	2529088775	12/23/2022	FLOOR DRY OIL ABS	101-1012-44607	144.75

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AUTOZONE STORES, LLC	2529089670	12/23/2022	FLOOR DRY OIL ABS	101-1012-44607	144.75
ALARM CONTROL TECHNOLOGI...	27016/27017	12/23/2022	FIRE ALARM MONITORING OPE...	101-1014-47410	53.88
OFFICE DEPOT	281286074001/281286336001	12/23/2022	SHARPIES ULTRA FINE PRINT 12...	101-1007-44606	44.78
OFFICE DEPOT	281286074001/281286336001	12/23/2022	HAND SANITIZING WIPES 100 C...	101-1007-44606	32.25
OFFICE DEPOT	281286074001/281286336001	12/23/2022	VERBATIM USB FLASH DRIVE 3...	101-1007-44606	50.79
OFFICE DEPOT	281286074001/281286336001	12/23/2022	DURACELL AA BATTERIES 36 PA...	101-1007-44606	51.68
OFFICE DEPOT	281286074001/281286336001	12/23/2022	MEMO BOOKS 12 PACK 1 COU...	101-1007-44606	4.80
OFFICE DEPOT	281286074001/281286336001	12/23/2022	SHARPIES BLUE PEN 12 PACK-2 ...	101-1007-44606	25.18
OFFICE DEPOT	281286074001/281286336001	12/23/2022	PAPER CLIPS 600 COUNT	101-1007-44606	5.59
OFFICE DEPOT	281286074001/281286336001	12/23/2022	DESK CALENDAR 2023 8 COUNT	101-1007-44606	41.52
OFFICE DEPOT	281286074001/281286336001	12/23/2022	VERBATIM DVD DISKS 100 PACK...	101-1007-44606	114.72
OFFICE DEPOT	281286074001/281286336001	12/23/2022	DURACELL AAA BATTERIES 36 C...	101-1007-44606	28.67
OFFICE DEPOT	281286074001/281286336001	12/23/2022	VERBATIM DISKS SLEEVES 100 ...	101-1007-44606	39.50
TESTON'S FREEWAY CHEVRON	4598	12/23/2022	OPEN PO FY22/23 FUEL PURCH...	101-1013-43316	148.18
TESTON'S FREEWAY CHEVRON	4607	12/23/2022	TESTOS FUEL/OIL OPEN P.O FY ...	101-1009-43316	911.14
STAPLES CONTRACT & COMME...	8068596859	12/23/2022	STAPLES FILE FOLDER 1/3 CUT B...	101-1004-44606	17.29
STAPLES CONTRACT & COMME...	8068596859	12/23/2022	STAPLES FILE FOLDER 1/3 CUT ...	101-1004-44606	17.29
STAPLES CONTRACT & COMME...	8068596859	12/23/2022	STAPLES FILE FOLDER 1/3 CUT ...	101-1004-44606	16.31
STAPLES CONTRACT & COMME...	8068596859	12/23/2022	STAPLES MOVING AND STORAG...	101-1004-44606	5.87
STAPLES CONTRACT & COMME...	8068596859	12/23/2022	BOUNTY SELECT-A-SIZE KITCHEN...	101-1004-44606	33.94
STAPLES CONTRACT & COMME...	8068596859	12/23/2022	STAPLES FILE FOLDER ASSORTED...	101-1004-44606	35.72
ALBUQUERQUE PUBLISHING CO	10001559123-1122	12/23/2022	LEGAL AD FOR RFI #22-23-001 A...	101-1004-43740	131.02
ALBUQUERQUE PUBLISHING CO	10001559850-1130	12/23/2022	LEGAL AD FOR RFP #20-21-011...	101-1004-43740	109.69
TALON SEPTIC & POTTY SERVICE	1200	12/23/2022	RENTAL OF PORTABLE TOILETS ...	101-1009-43465	1,000.00
VICTOR REES	306166	12/29/2022	SECURITY DEPOSIT - 11/20/22 C...	101-1099-34348	250.00
XEROX CORP.	017678504/017678506	12/30/2022	BASE CHARGE/METER USAGE - ...	101-1004-43465	516.05
XEROX CORP.	017678505	12/30/2022	XEROX BASE CHARGE/METER U...	101-1001-43465	374.41
XEROX CORP.	017678507	12/30/2022	BASE CHARGE - METER USAGE ...	101-1007-43465	319.66
XEROX CORP.	017678509/017796833	12/30/2022	XEROX CHARGE/METER USAGE	101-1040-43465	237.52
XEROX CORP.	017678520	12/30/2022	METER USAGE OPEN PO 22/23	101-1003-43465	280.17
XEROX CORP.	017678522	12/30/2022	BASE CHARGE/METER USAGE FY...	101-1009-43465	221.62
SIERRA VISTA HOSPITAL / SIERR...	11302022	12/30/2022	GRT DISTRIBUTION FY 22/23 OP...	101-1017-48599	31,598.35
TDS	12/28/22	12/30/2022	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,706.79
CITY UTILITIES	12/29/22	12/30/2022	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	6,758.39
FOXWORTH-GALBRAITH	1547432	12/30/2022	FURRING STRIP 2X2X8 16 COUNT	101-1007-44607	101.76
FOXWORTH-GALBRAITH	1547432	12/30/2022	STOPSPRUST SPRAY FLT BLACK ...	101-1007-44607	41.94
BRADY INDUSTRIES, LLC	7727379	12/30/2022	WYPALL WIPERS CASE	101-1014-44607	605.84
BRADY INDUSTRIES, LLC	7727379	12/30/2022	CENTER PULL HAND TOWELS	101-1014-44607	502.50
BANK OF AMERICA	7RH21X1LTNY2	12/30/2022	CHRISTMAS DECORATIONS	101-1009-44613	486.52
STAPLES CONTRACT & COMME...	8068518667	12/30/2022	POST-IT FILING TABS CLEAR WI...	101-1004-44606	4.26
STAPLES CONTRACT & COMME...	8068518667	12/30/2022	POST-IT 1' X 1/5" FILING TABS ...	101-1004-44606	4.26
STAPLES CONTRACT & COMME...	8068518667	12/30/2022	STAPLES RETRACTABLE GEL PEN...	101-1004-44606	6.09
STAPLES CONTRACT & COMME...	8068518667	12/30/2022	KLEENEX 36 PER CASE	101-1004-44606	45.00
STAPLES CONTRACT & COMME...	8068518667	12/30/2022	STAPLES LINED STICKY NOTES 4"	101-1004-44606	8.62
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1001-43775	276.35
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1002-43775	194.00
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	231.81
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1004-43775	248.19
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1006-43775	109.98
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	1,022.34
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	125.30
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1009-43775	144.73
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1010-43775	93.08
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1011-43775	69.46
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1012-43775	85.29
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1014-43775	129.33
BANK OF AMERICA	INV0160792	12/30/2022	BYTESPEED VALUE H610M	101-1010-44613	1,475.00

Fund 101 - General Total: 123,021.08

Fund: 201 - Corrections

ADMINISTRATIVE OFFICE OF	11302022	12/01/2022	PAY DWI & COURT AUTO FEES ...	201-1903-44805	48.00
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM JUDICIAL EDUCATION CENT...	11302022	12/02/2022	PAY JUDICIAL FEES FY 22/23 OP...	201-1903-44805	24.00
SIERRA COUNTY TREASURER	12082022	12/16/2022	PRISONER CARE OPEN PO FY JU...	201-1903-48710	2,860.00
Fund 201 - Corrections Total:					2,932.00
Fund: 209 - Fire					
XEROX CORP.	017484258	12/02/2022	BASE CHARGE/METER USAGE O...	209-1603-43465	256.70
WINDSTREAM CORPORATION	11/18/22	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	123.57
NEW MEXICO GAS COMPANY, I...	11/30/22	12/02/2022	GAS BILLS/FIRE SOUTH STATION...	209-1603-43780	100.22
CITY UTILITIES	11/30/22	12/02/2022	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	208.14
NEW MEXICO GAS COMPANY, I...	11/30/22	12/02/2022	GAS BILLS/FIRE STATION FY 22-...	209-1603-43780	222.74
TESTON'S FREEWAY CHEVRON	4551	12/02/2022	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	202.40
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	188.49
MEGAHERTZ COMPUTER CONS...	64101	12/09/2022	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.19
LYNN'S LANDSCAPE	10400	12/23/2022	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	471.43
WINDSTREAM CORPORATION	12/19/22	12/23/2022	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	123.57
CITY UTILITIES	12/19/22	12/23/2022	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	267.20
TESTON'S FREEWAY CHEVRON	4608-1	12/23/2022	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	306.91
TESTON'S FREEWAY CHEVRON	4608-2	12/23/2022	ANTIFREEZE	209-1603-47420	53.97
XEROX CORP.	017678524	12/30/2022	BASE CHARGE/METER USAGE O...	209-1603-43465	258.03
CITY UTILITIES	12/29/22	12/30/2022	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	328.47
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	188.47
Fund 209 - Fire Total:					3,354.50
Fund: 211 - Law Enforce Prot					
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	EVIDENCE BAGS 100 COUNT Q...	211-2003-44607	69.54
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	NARK TEST MARIJUANA QUANT...	211-2003-44607	116.35
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	SWABS 1000 COUNT QUANTITY...	211-2003-44607	95.51
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	NARK SALTS TESTS QUANTITY 4	211-2003-44607	93.08
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	NARK TEST QUANTITY 2	211-2003-44607	46.54
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	SWAB COVERS 100 COUNT QU...	211-2003-44607	109.07
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	ZIP TIES QUANTITY 2	211-2003-44607	111.01
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	NARK FENTANYL TEST QUANTIT...	211-2003-44607	116.35
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	NARK TEST QUANTITY 5	211-2003-44607	116.35
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	GUN BOX 25 COUNT QUANTITY...	211-2003-44607	40.97
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	NARK TEST HEROIN QUANTITY 5	211-2003-44607	116.35
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	EVIDENCE BAGS (100 COUNT) 2...	211-2003-44607	110.14
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	KNIFE BOX 25 COUNT QUANTIT...	211-2003-44607	33.87
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	NARK ACID TEST QUANTITY 2	211-2003-44607	36.04
SIRCHIE ACQUISITION CO,LLC	0567782-IN/0565874-IN	12/02/2022	BIOHAZARD TAPE QUANTITY 1	211-2003-44607	15.00
BANK OF AMERICA	3525443	12/02/2022	TACHYON BOOTS-SHANE JEFFE...	211-2003-44573	195.08
NM MUNICIPAL LEAGUE	12062022	12/09/2022	REGISTRATION FOR NMLE CON...	211-2003-42535	400.00
SIERRA AUTO/CARQUEST	306622	12/09/2022	20" XTRACLEAR WINDSHIELD W...	211-2003-47420	8.88
SIERRA AUTO/CARQUEST	306622	12/09/2022	26" XTRACLEAR WINDSHIELD W...	211-2003-47420	9.88
SIERRA AUTO/CARQUEST	306622	12/09/2022	BRAKE PADS PROF PLAT	211-2003-47420	50.52
SIERRA AUTO/CARQUEST	307048	12/09/2022	BATTERY GOLD 94RH7	211-2003-47420	165.21
SIERRA AUTO/CARQUEST	6016-306494	12/09/2022	HEADLIGHT-SLVRSTR ULT	211-2003-47420	39.69
THE LINE, LLC	1794	12/16/2022	UNIFORM SHIRT AND PANTS F...	211-2003-44573	116.94
INTERNAL SERVICE FUND	211960	12/16/2022	SERVICE /MAINTENANCE DEPT ...	211-2003-47420	189.47
AMAZON CAPITAL SERVICES, IN...	1377-CCQ1-4K71/1CX3-GVV-VC...	12/23/2022	CR123A 6 COUNT BATTERIES PE...	211-2003-44607	61.36
AMAZON CAPITAL SERVICES, IN...	1377-CCQ1-4K71/1CX3-GVV-VC...	12/23/2022	PORTABLE POWER STATION	211-2003-44607	129.99
BANK OF AMERICA	1010760412376112622018	12/30/2022	ADDIDAS MAT SHOES	211-2003-44573	64.90
BANK OF AMERICA	12092022	12/30/2022	HOTEL RESERVATION	211-2003-42535	649.00
BANK OF AMERICA	4232817701	12/30/2022	HOTEL RESERVATION-INN AT S...	211-2003-42535	162.59
AXON ENTERPRISE, INC.	INSUS125934	12/30/2022	TASER 7 LIVE CARTRIDGE	211-2003-44840	2,355.00
Fund 211 - Law Enforce Prot Total:					5,824.68
Fund: 214 - Lodgers Tax					
VETERANS MEMORIAL TRUST B...	112922	12/02/2022	OPEN PO FOR LODGERS TAX C...	214-2560-60725	304.10
HOLLY ASPHALT COMPANY	202240943	12/02/2022	CSP1P 1:1 DILUTE FOG SEAL VE...	214-2503-43550	2,184.74
LINDMARK OUTDOOR MEDIA	INV49426/INV49409	12/02/2022	CTY AD OPEN PO 22/23 USE ON...	214-2540-48599	824.44
GERONIMO TRAIL SCENIC BYW...	12722	12/09/2022	OPEN PO FOR LODGERS TAX SE...	214-2540-60725	416.66
THE GO TRAVEL SITES	15069	12/09/2022	MEDIA MAINT./UPDATES/ADVE...	214-2540-60725	995.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA COUNTY ARTS COUNCIL	12922	12/16/2022	OPEN PO FOR LODGERS TAX AD...	214-2560-60725	156.24
SUNNY 505	395	12/16/2022	ADVERTISING AND MARKETING...	214-2503-47406	7,475.12
GERONIMO TRAIL SCENIC BYW...	122122	12/23/2022	OPEN PO FOR LODGERS TAX C...	214-2560-60725	138.34
GERONIMO TRAIL SCENIC BYW...	12-21-22	12/23/2022	OPEN PO FOR LODGERS TAX C...	214-2560-60725	1,267.28
RUANNA WALDRUM	1242	12/23/2022	WEBSITE AND MULTI-MEDIA U...	214-2540-60725	704.44
SUNNY 505	396	12/23/2022	ACCOUNT MANAGEMENT	214-2540-48598	2,847.43
SUNNY 505	396	12/23/2022	GRANT MANAGEMENT (NM TO...	214-2540-48598	9,880.67
LINDMARK OUTDOOR MEDIA	INV51479/INV51458	12/23/2022	CTY AD OPEN PO 22/23 USE ON...	214-2540-48599	824.44
Fund 214 - Lodgers Tax Total:					28,018.90

Fund: 216 - Muni Street

AMAZON CAPITAL SERVICES, IN...	141M-KNC7-J4NQ	12/01/2022	CHIPPEWA WORK BOOTS FOR ...	216-4503-44615	244.95
BANK OF AMERICA	10272022	12/02/2022	SHIRTS	216-4503-42620	107.88
BANK OF AMERICA	10272022	12/02/2022	JEANS	216-4503-42620	131.88
TESTON'S FREEWAY CHEVRON	4548	12/02/2022	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	280.45
SOUTHWEST CONSTRUCTION P...	94610	12/02/2022	26" WIRE	216-4503-47420	1,396.50
BORDER INTERNATIONAL TRUC...	X400085580.01	12/02/2022	TURBO CHARGER-REMAN	216-4503-47420	1,527.75
WH PACIFIC, INC.	298967	12/09/2022	ENGINEERING SERVICES DOWNT...	216-7018-48598	6,946.51
SIERRA AUTO/CARQUEST	306823	12/09/2022	H.D. CLAMP	216-4503-47420	5.48
SIERRA AUTO/CARQUEST	306823	12/09/2022	BRACKET	216-4503-47420	10.44
SIERRA AUTO/CARQUEST	306823	12/09/2022	EASY SEAL BAND CLAMP	216-4503-47420	11.53
B & H OIL CO.	54039,54025,54041,54044,540...	12/09/2022	RED DIESEL- OPEN PO FY 22/23	216-4503-43316	1,718.75
BORDER INTERNATIONAL TRUC...	X400086047.01	12/09/2022	BRAKE SHOES	216-4503-47420	404.00
INTERNAL SERVICE FUND	211960	12/16/2022	SERVICE /MAINTENANCE DEPT ...	216-4503-47420	402.01
TESTON'S FREEWAY CHEVRON	4606	12/30/2022	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	211.95
BARTOO SAND & GRAVEL, INC.	M39482	12/30/2022	HOTMIX	216-4503-43550	7,748.36
Fund 216 - Muni Street Total:					21,148.44

Fund: 294 - State Library

XEROX CORP.	017484251/017582344	12/02/2022	METER USAGE - OPEN PO FY 20...	294-5003-43465	56.08
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	294-5003-43775	166.38
OCLC, INC.	1000269767	12/09/2022	INTERLIBRARY LOAN SERVICE FY..	294-5003-60834	210.24
TDS	1212022	12/16/2022	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
THE LIBRARY CORPORATION	2022110018	12/23/2022	LIBRARY.SOLUTION SOFTWARE ...	294-5003-60834	2,497.00
XEROX CORP.	017796835/017678518	12/30/2022	METER USAGE - OPEN PO FY 20...	294-5003-43465	50.35
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	294-5003-43775	166.28
Fund 294 - State Library Total:					3,246.28

Fund: 295 - Muni Pool

XEROX CORP.	017484245	12/02/2022	BASE CHARGE/METER USAGE 2...	295-4803-43465	30.24
TDS	11/27/22	12/02/2022	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
CITY UTILITIES	11/30/22	12/02/2022	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	954.82
NEW MEXICO GAS COMPANY, I...	11/30/22	12/02/2022	GAS BILLS/SWIMMING POOL CY...	295-4803-43780	24.17
BANK OF AMERICA	11082022	12/02/2022	CLEANING SUPPLIES	295-4803-44607	83.39
BANK OF AMERICA	113022	12/02/2022	SHOWER HEADS	295-4803-44607	17.64
AMBROSIA LLC	202990	12/02/2022	50# CALCIUM HYPOCHLORITE ...	295-4803-44607	1,009.00
AMBROSIA LLC	2232	12/02/2022	CPO CERTIFICATION - ASHLEY G...	295-4803-42720	375.00
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	295-4803-43775	28.45
TOMOKO REINBERG	174511	12/09/2022	POOL PASS REFUND FROM 11/...	295-4803-34351	36.83
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	73.18
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	73.18
XEROX CORP.	017720959	12/30/2022	BASE CHARGE/METER USAGE 2...	295-4803-43465	30.22
TDS	12/28/22	12/30/2022	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
CITY UTILITIES	12/29/22	12/30/2022	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	728.37
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	295-4803-43775	28.43
Fund 295 - Muni Pool Total:					4,692.92

Fund: 296 - PD GRT

AMAZON CAPITAL SERVICES, IN...	1LK6-4XPR-TFWT	12/16/2022	HEAVY DUTY SHELVES 10 COUNT	296-2403-44613	521.20
AMAZON CAPITAL SERVICES, IN...	1LK6-4XPR-TFWT	12/16/2022	5 PIECE DINING TABLE	296-2403-44613	264.23
Fund 296 - PD GRT Total:					785.43

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 298 - PD Donations					
BANK OF AMERICA	16688842639780411446	12/30/2022	TOYS, SNACKS AND DECORATI...	298-2103-45607	878.17
Fund 298 - PD Donations Total:					878.17
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	11/18/22	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	303-4703-43775	148.62
WINDSTREAM CORPORATION	12/19/22	12/23/2022	PHONE BILLS/OPEN PO FY 22/23	303-4703-43775	165.02
Fund 303 - Vet Wall Total:					313.64
Fund: 304 - Senior Grants					
BACA SERVICE CO.	1361	12/16/2022	COMPLETE RE-PLUMB OF DRAIN...	304-4903-43403	6,727.00
ENERGY 1 LLC	43130	12/23/2022	AIR PURIFIER AND ODOR NEUT...	304-4903-43403	4,046.21
Fund 304 - Senior Grants Total:					10,773.21
Fund: 307 - Golf Course Improv					
DAVID S. JOHNSON	713523	12/01/2022	REIMBURSEMENT- WALMART ...	307-6203-44607	84.61
BANK OF AMERICA	11/16/22	12/02/2022	30X30 UNFINISHED WALL CABI...	307-6203-44607	217.60
BANK OF AMERICA	11/16/22	12/02/2022	60" UNFINISHED SINK BASE CAB...	307-6203-44607	175.00
BANK OF AMERICA	11/16/22	12/02/2022	30" WALL MOUNT RANGE HOOD	307-6203-44607	129.00
BANK OF AMERICA	11/16/22	12/02/2022	HUGGER 52" CEILING FAN	307-6203-44607	59.97
BANK OF AMERICA	11/16/22	12/02/2022	HAMPTON UNFINISHED KITCH...	307-6203-44607	253.00
BANK OF AMERICA	11/16/22	12/02/2022	WHITE TRUE BEAD WAINSCOT ...	307-6203-44607	107.92
BARTOO SAND & GRAVEL, INC.	C51358	12/09/2022	FUEL CHARGE	307-6203-44607	65.00
BARTOO SAND & GRAVEL, INC.	C51358	12/09/2022	SHORT LOAD FEE	307-6203-44607	100.00
BARTOO SAND & GRAVEL, INC.	C51358	12/09/2022	1 YRD CONCRETE FOR SULFUR ...	307-6203-44607	155.44
WATER MADE RIGHT	AD2015994	12/16/2022	5 HP STARITE PUMP 1/2 PAID BY...	307-6203-44607	1,757.50
Fund 307 - Golf Course Improv Total:					3,105.04
Fund: 315 - CI Reserve					
BANK OF AMERICA	11822	12/02/2022	HP ENVY Laptop 17t-cr0000	315-8001-44613	1,880.28
Fund 315 - CI Reserve Total:					1,880.28
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY, INC. ENG...	111084	12/09/2022	ENGINEERING SERVICES CANTR...	370-7019-80847	21,396.45
WILSON & COMPANY, INC. ENG...	110728/112101	12/23/2022	PROFESSIONAL SERVICES BOOS...	370-7008-48598	32,944.17
Fund 370 - WATER TRUST BOARD PROJECTS Total:					54,340.62
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTHOR...	120122	12/02/2022	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR...	120122	12/02/2022	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR...	120122	12/02/2022	NMFA LOAN PYMT PPRF-5652	403-1203-12952	10,704.12
NEW MEXICO FINANCE AUTHOR...	120122	12/02/2022	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.63
BANK OF THE SOUTHWEST	12092022	12/14/2022	INTEREST PAYMENTS MSD WAT...	403-1203-90910	4,788.86
Fund 403 - Pledge State Total:					30,932.95
Fund: 501 - Cemetary					
CITY UTILITIES	12/19/22	12/23/2022	CITY UTILITIES CYCLE A&B/OPEN...	501-1803-43780	197.21
Fund 501 - Cemetary Total:					197.21
Fund: 502 - Util Office - Pool					
XEROX CORP.	017484257	12/02/2022	XEROX CORP. UTILITY OFFICE FY...	502-3601-43465	568.40
CITY UTILITIES	11/30/22	12/02/2022	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	188.26
TESTON'S FREEWAY CHEVRON	4547	12/02/2022	UTILITY OFFICE FUEL TESTONS ...	502-3601-43316	229.20
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	502-3601-43775	272.08
POSTMASTER	12/8/22	12/08/2022	UTILITY OFFICE POSTAGE CITY ...	502-3601-43735	200.00
POSTMASTER	37779261	12/09/2022	UTILITY OFFICE POSTAGE CITY ...	502-3601-43735	10,000.00
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	262.75
PITNEY BOWES INC.	3316621074/3316720971	12/16/2022	PITNEY BOWES RELAY 5000/PO...	502-3601-43465	4,197.45
STAPLES CONTRACT & COMME...	3525444319	12/16/2022	SHEET PROTECTORS CLEER 200...	502-3601-44606	7.71
STAPLES CONTRACT & COMME...	3525444319	12/16/2022	KLEENEX	502-3601-44606	39.77
STAPLES CONTRACT & COMME...	3525444319	12/16/2022	CALENDAR 2023	502-3601-44606	10.31
STAPLES CONTRACT & COMME...	3525444319	12/16/2022	2023 STAPLES DESK CALENDARS	502-3601-44606	10.44
STAPLES CONTRACT & COMME...	3525444319	12/16/2022	2023 STAPLES WALL CALENDAR	502-3601-44606	17.36
STAPLES CONTRACT & COMME...	3525444319	12/16/2022	DOOR HANGER	502-3601-44606	153.75
STAPLES CONTRACT & COMME...	3525444319	12/16/2022	TRU RED COPY PAPER	502-3601-44606	119.70
STAPLES CONTRACT & COMME...	3525444319	12/16/2022	2023 DESK CALENDAR	502-3601-44606	4.20

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Payable Dates: 12/1/2022 - 12/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PITNEY BOWES INC.	8000-9090-0951	12/16/2022	PITNEY BOWES RELAY 5000/PO...	502-3601-43465	2,156.98
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	262.63
TESTON'S FREEWAY CHEVRON	4605	12/23/2022	UTILITY OFFICE FUEL TESTONS ...	502-3601-43316	282.60
XEROX CORP.	017678523	12/30/2022	XEROX CORP. UTILITY OFFICE FY...	502-3601-43465	507.15
CITY UTILITIES	12/29/22	12/30/2022	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	281.61
WHITEHEAD TRANSPORTATION...	12-19-2022	12/30/2022	DOOR CHECK	502-3601-47420	61.53
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	502-3601-43775	271.86
Fund 502 - Util Office - Pool Total:					20,105.74

Fund: 503 - Electric

JOSHUA GORHAM	719540Jo	12/01/2022	REFUND OVER PAYMENT- WOR...	503-3702-44615	3.89
CLARK TRUCK EQUIP CO., INC.	0127304-IN	12/02/2022	PRESSURE SWITCH	503-3702-47420	168.60
CLARK TRUCK EQUIP CO., INC.	0127304-IN	12/02/2022	PALM BUTTON	503-3702-47420	179.40
XEROX CORP.	017484255/0147582345	12/02/2022	BASE CHARGE & METER USAGE...	503-3702-43465	142.95
TDS	11/27/22	12/02/2022	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
NEW MEXICO GAS COMPANY, I...	11/30/22	12/02/2022	GAS BILLS/ELECTRIC FY 22-23	503-3702-43780	58.17
CITY UTILITIES	11/30/22	12/02/2022	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,901.58
SOUTHWEST AUTOMOTIVE	1325	12/02/2022	LABOR TO EXTRACT PINS ON V...	503-3702-47420	1,628.00
BUREAU OF LAND MANAGEME...	2023011072	12/02/2022	RIGHT OF WAY COMMUNICATI...	503-3702-43770	325.54
TESTON'S FREEWAY CHEVRON	4550	12/02/2022	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	1,628.35
PATTILLO BROWN & HILL, LLP	460647	12/02/2022	ANNUAL AUDIT FY 21-22 ELEC ...	503-3702-48596	4,310.00
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	191.66
TRIPLE H SOLAR, LLC	0319	12/09/2022	ENGINEERING SERVICES- OPEN ...	503-3702-48598	1,360.00
MIKE TORRES DBA CD TECHNO...	10034	12/09/2022	IT SERVICES AUGUST 1,2022 TO ...	503-3702-48598	903.12
SIERRA ELECTRIC CO-OP, INC.	12022022/12072022	12/09/2022	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	572.70
SIERRA ELECTRIC CO-OP, INC.	12022022/12072022	12/09/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	206,357.58
SIERRA AUTO/CARQUEST	306667	12/09/2022	ELECTRONIC CLEANER	503-3702-44607	148.32
SILVERSKY, INC.	468934-SI	12/09/2022	EMAIL SERVICE OPEN PO FY22/...	503-3702-43815	217.96
WESTERN UNITED ELECTRIC	6075220	12/09/2022	#4 DUPLEX ON 2400' REEL	503-3702-44607	2,707.69
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	413.28
GRAINGER, INC.	9511895071	12/09/2022	AUGER DRILL 3/4"	503-3702-44607	83.18
GRAINGER, INC.	9511895071	12/09/2022	IMPACT SOCKET 9.16"	503-3702-44607	9.08
GRAINGER, INC.	9511895071	12/09/2022	IMPACT SOCKET 3/4"	503-3702-44607	10.32
GRAINGER, INC.	9511895071	12/09/2022	BATTER PACKS	503-3702-44607	743.18
GRAINGER, INC.	9511895071	12/09/2022	IMPACT DRIVER	503-3702-44607	267.87
GRAINGER, INC.	9511895071	12/09/2022	IMPACT SOCKET 1/2"	503-3702-44607	6.60
GRAINGER, INC.	9511895071	12/09/2022	IMPACT SOCKET 1/2"	503-3702-44607	8.84
GRAINGER, INC.	9511895071	12/09/2022	IMPACT SOCKET 9/16"	503-3702-44607	7.07
ECONOLITE CONTROL PRODUC...	INV213709	12/09/2022	ALUMINUM PEDESTAL BASE- S...	503-3702-44607	800.00
WESTERN AREA POWER ADMIN	JJPB1798A1122	12/09/2022	BASE DEMAND & BASE ENERGY...	503-3702-50795	43,021.31
SSA SOLAR OF NM 4, LLC	NM-14-015A-202211-01	12/09/2022	POWER SERVICES- OPEN PO FY ...	503-3702-50795	20,375.95
IRBY SUPPLY CO.	S012817740.007	12/09/2022	GUY STRAIN- 8 FT	503-3702-44607	660.00
IRBY SUPPLY CO.	S013193298.002/S013193298....	12/09/2022	2/O TRIPLEX	503-3702-44607	13,560.00
IRBY SUPPLY CO.	S013193298.002/S013193298....	12/09/2022	F-NECK WRAPLOCK TIES	503-3702-44607	830.00
INTERNAL SERVICE FUND	211960	12/16/2022	SERVICE /MAINTENANCE DEPT ...	503-3702-47420	2.50
TRI-STATE GENERATION & TRA...	303865	12/16/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	35,650.30
VERIZON WIRELESS	9922051610	12/16/2022	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	51.03
WATER MADE RIGHT	AD2015994	12/16/2022	5 HP STARITE PUMP 1/2 PAID BY...	503-3702-44607	1,757.50
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	413.28
CITY UTILITIES	12/19/22	12/23/2022	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	206.72
CITY UTILITIES	12-19-22	12/23/2022	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	39.72
XEROX CORP.	017796836/017678521	12/30/2022	BASE CHARGE & METER USAGE...	503-3702-43465	130.87
TDS	12/28/22	12/30/2022	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
CITY UTILITIES	12/29/22	12/30/2022	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,947.75
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	191.48
Fund 503 - Electric Total:					351,193.34

Fund: 504 - Water

BAKER UTILITY SUPPLY CORP.	305872	12/01/2022	INLET BALL VLV RESETTER 1" x ...	504-3803-44607	249.50
TDS	11/27/22	12/02/2022	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
CITY UTILITIES	11/30/22	12/02/2022	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	7,396.73
NEW MEXICO GAS COMPANY, I...	11/30/22	12/02/2022	GAS BILLS/WATER FY 22-23	504-3803-43780	89.59

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANK OF AMERICA	174939	12/02/2022	TRV SIN WORK LIGHT,ATO 15A ...	504-3803-44615	115.96
RY CONSTRUCTION, LLC	383	12/02/2022	FORM AND POUR MANHOLES 5 ..	504-3803-47415	6,502.50
TESTON'S FREEWAY CHEVRON	4568,4545	12/02/2022	OPEN PO FOR DIESEL/UNLEAED...	504-3803-43316	2,543.95
PATTILLO BROWN & HILL, LLP	460647	12/02/2022	ANNUAL AUDIT FY 21-22 WAT...	504-3803-48596	4,310.00
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	504-3803-43775	69.54
MIKE TORRES DBA CD TECHNO...	10034	12/09/2022	IT SERVICES AUGUST 1,2022 TO ..	504-3803-48598	903.12
TAXATION AND REVENUE	11302022	12/09/2022	WATER CONSERVATION FEE FY ...	504-3803-43797	1,181.00
SUN VALLEY, INC.	166521/16626/166555/166601...	12/09/2022	OPEN PO UNSTOCKED FIELD SU...	504-3803-44607	435.74
PURE OPERATIONS, LLC	225564	12/09/2022	MASTER METER 4"OCTAVE SO...	504-3803-44607	2,457.60
PURE OPERATIONS, LLC	225564	12/09/2022	MASTER METER 1" SONATA UL...	504-3803-44607	1,207.80
SIERRA AUTO/CARQUEST	306937	12/09/2022	BATTERY FOR F-350 11633-G	504-3803-47420	166.19
SIERRA AUTO/CARQUEST	306937	12/09/2022	BATTERY SILVER CORE RETURN	504-3803-47420	-22.00
SILVERSKY, INC.	468934-SI	12/09/2022	EMAIL SERVICE OPEN PO FY22/...	504-3803-43815	217.96
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	138.91
STEVE BELL CONSTRUCTION	C18301	12/09/2022	MAIN WATER LINE TIE IN	504-3803-47415	2,709.38
4 RIVERS EQUIPMENT	1397355	12/16/2022	2022 LOADER & BACKHOE ASP...	504-3803-44810	2,749.00
DPC INDUSTRIES, INC.	74000785-22	12/16/2022	MONTHLY DEMURRAGE FEE FO...	504-3803-43465	50.00
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	133.70
CITY UTILITIES	12/19/22	12/23/2022	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	831.52
CITY UTILITIES	12-19-22	12/23/2022	CITY LANDFILL BILLS/OPEN PO F...	504-3803-43780	30.00
NEW MEXICO METERS LLC	21-0884	12/23/2022	1"x3" FULL CIRCLE REP CLAMP I...	504-3803-44607	250.00
NEW MEXICO METERS LLC	21-0884	12/23/2022	5/8"x3/4"x12" SC SETTER -MIP...	504-3803-44607	2,640.00
NEW MEXICO METERS LLC	21-0884	12/23/2022	1"x12" SETTER W/DC NL	504-3803-44607	4,830.00
NEW MEXICO METERS LLC	21-0884	12/23/2022	1"x6" FULL CIRCLE REP CLAMP I...	504-3803-44607	500.00
NEW MEXICO METERS LLC	21-0884	12/23/2022	3/4" MIPxPEP BALL CORP NL	504-3803-44607	1,980.00
NEW MEXICO METERS LLC	21-0884	12/23/2022	3/4" PEXPE COMP COUPLING F...	504-3803-44607	1,080.00
NEW MEXICO METERS LLC	21-0884	12/23/2022	1" MIPxPEP BALL CORP NL	504-3803-44607	824.00
NEW MEXICO METERS LLC	21-0884	12/23/2022	3/4"x6" IPS FULL CIRCLE REPAIR...	504-3803-44607	1,500.00
TESTON'S FREEWAY CHEVRON	4604/4616	12/23/2022	OPEN PO FOR DIESEL/UNLEAED...	504-3803-43316	2,203.40
WILSON & COMPANY, INC. ENG...	112106	12/30/2022	CONSTRUCTION OVERSITE ENG ...	504-3803-48598	2,045.61
TDS	12/28/22	12/30/2022	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
CITY UTILITIES	12/29/22	12/30/2022	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	7,562.39
STEVE BELL CONSTRUCTION	16249	12/30/2022	WATER MAIN EXTENSION	504-3803-47415	10,295.63
NEW MEXICO METERS LLC	21-0905	12/30/2022	1" COMPRESSION COUPLINGS	504-3803-44607	690.00
NEW MEXICO METERS LLC	21-0905	12/30/2022	3/4" FIP X PEP 3/4"	504-3803-44607	1,250.00
STAPLES CONTRACT & COMME...	3525169605	12/30/2022	BROTHER GENUINE P TOUCH T...	504-3803-44606	40.00
STAPLES CONTRACT & COMME...	3525169605	12/30/2022	HP 902 BLACK STANDARD YIELD ..	504-3803-44606	35.82
STAPLES CONTRACT & COMME...	3525169605	12/30/2022	STAPLES OSGOOD HIGH BACK ...	504-3803-44606	147.20
BANK OF AMERICA	362793	12/30/2022	SIMPSON 3400 2.4 GPM PRESS...	504-3803-44613	299.99
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	504-3803-43775	69.46
BAKER UTILITY SUPPLY CORP.	INV306421	12/30/2022	SEWER PIPE 4" x 20' - SDR-35, G...	504-3803-44607	668.00
BAKER UTILITY SUPPLY CORP.	INV306421	12/30/2022	MJ SKIN PACK 6" - REG GSK, T-...	504-3803-44607	256.40
BAKER UTILITY SUPPLY CORP.	INV306421	12/30/2022	MEGA LUG 6" - PVC, RED, L/ACC...	504-3803-44607	471.00
BAKER UTILITY SUPPLY CORP.	INV306421	12/30/2022	C-900 PVC PIPE 6" x 20' - DR18, ...	504-3803-44607	5,235.00
Fund 504 - Water Total:					80,541.59

Fund: 505 - Solid Waste

XEROX CORP.	017484244/017582343	12/02/2022	METER USAGE & BASE CHARGE...	505-3904-43465	146.47
TDS	11/27/22	12/02/2022	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
NEW MEXICO GAS COMPANY, I...	11/30/22	12/02/2022	GAS BILLS/RECYCLE CENTER FY ...	505-3904-43780	98.34
CITY UTILITIES	11/30/22	12/02/2022	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	597.04
BANK OF AMERICA	358804	12/02/2022	TRV WINCH WIRELESS REMOTE	505-3904-47420	32.99
PATTILLO BROWN & HILL, LLP	460647	12/02/2022	ANNUAL AUDIT FY 21-22 SOLID...	505-3904-48596	4,310.00
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	505-3904-43775	165.03
MIKE TORRES DBA CD TECHNO...	10034	12/09/2022	IT SERVICES AUGUST 1,2022 TO ..	505-3904-48598	903.12
SUN VALLEY, INC.	166770	12/09/2022	#1 WHITE POLY MAILBOX	505-3904-44607	18.99
SUN VALLEY, INC.	166770	12/09/2022	PLASTIC MOUNTING BOARD	505-3904-44607	9.89
SUN VALLEY, INC.	166770	12/09/2022	DISCOUNT	505-3904-44607	-1.44
RUSTY'S WEIGH SCALES & SERV...	221129-1023	12/09/2022	QUARTERLY SCALE CALIBRATION	505-3904-47420	875.84
SIERRA AUTO/CARQUEST	306824	12/09/2022	D2 GOVERNOR	505-3904-47420	13.83
SILVERSKY, INC.	468934-SI	12/09/2022	EMAIL SERVICE OPEN PO FY22/...	505-3904-43815	217.96

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	539.89
CITY OF LAS CRUCES	91045	12/09/2022	SCSWA OPEN PO FY2022-2023	505-3904-45601	43,328.51
BORDER INTERNATIONAL TRUC...	R400024376.01	12/09/2022	SEAT COVER	505-3904-47420	346.13
BORDER INTERNATIONAL TRUC...	R400024376.01	12/09/2022	SEAT CUSHION	505-3904-47420	427.12
BORDER INTERNATIONAL TRUC...	R400024376.01	12/09/2022	SHOP SUPPLIES/LABOR/TAX	505-3904-47420	184.80
BORDER INTERNATIONAL TRUC...	R400024913.0	12/09/2022	SHOP SUPPLIES	505-3904-47420	39.60
BORDER INTERNATIONAL TRUC...	R400024913.0	12/09/2022	DIAGNOSTICS/LABOR/LABOR T...	505-3904-47420	330.00
BORDER INTERNATIONAL TRUC...	X400085842.01	12/09/2022	REMOTE SHIFT CONTROL ASSY	505-3904-47420	100.53
LONESTAR FREIGHTLINER GRO...	R200017263.01	12/15/2022	MAINTENANCE/LABOR	505-3904-47420	1,700.00
LONESTAR FREIGHTLINER GRO...	R200017263.01	12/15/2022	SHOP SUPPLIES/LABOR TX	505-3904-47420	401.13
PARKHILL SMITH & COOPER	01865722.00-4	12/16/2022	ENVIRONMENTAL LANDFILL M...	505-3904-48599	2,178.14
RAINY DAY REPAIRS	1604	12/16/2022	DIAGNOSTICS	505-3904-47420	315.00
RAINY DAY REPAIRS	1604	12/16/2022	DPF REGENS/LABOR TAX	505-3904-47420	252.33
INTERNAL SERVICE FUND	211960	12/16/2022	SERVICE /MAINTENANCE DEPT ...	505-3904-47420	133.53
BORDER RECAPING, LLC	22-0022355-003	12/16/2022	93070801 RADIAL SPOT W/RET...	505-3904-44607	48.00
BORDER RECAPING, LLC	22-0022355-003	12/16/2022	93022029 11R225 SPREAD AXLE	505-3904-44607	1,240.00
BORDER RECAPING, LLC	22-0022355-003	12/16/2022	9073557 MCX 22 W/RETREAD	505-3904-44607	54.00
BORDER RECAPING, LLC	22-0022355-003	12/16/2022	93071102 NAILHOLE W/RETRE...	505-3904-44607	54.00
BORDER RECAPING, LLC	22-0022362-003	12/16/2022	CASING 11R22.5 SPREAD AXLE	505-3904-44607	2,000.00
AUTOZONE STORES, LLC	2529088778	12/16/2022	7133 OIL ABS 448 FULLER	505-3904-44615	144.75
FRONTERA RADIATORS & PARTS...	LC-2069094	12/16/2022	REPAIR & SERVICE SERPENTINE ...	505-3904-47420	102.90
BARTOO SAND & GRAVEL, INC.	M40860	12/16/2022	SAND FOR ROAD REPAIR	505-3904-47415	462.11
BORDER INTERNATIONAL TRUC...	R4000204052.01	12/16/2022	EXHAUST REPAIRS- UNIT 61018 ..	505-3904-47420	5,455.62
BORDER INTERNATIONAL TRUC...	R4000204052.01	12/16/2022	SHOP SUPPLIES, HAZ. WASTE, M...	505-3904-47420	50.00
BORDER INTERNATIONAL TRUC...	R700025044.01	12/16/2022	LABOR+TX+MISC SHOP SUPPLIES	505-3904-47420	184.80
BORDER INTERNATIONAL TRUC...	R700025044.01	12/16/2022	400D/F3TBTG3950 BATTERY GR...	505-3904-47420	239.98
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	539.89
CITY UTILITIES	12-19-22	12/23/2022	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	23,779.68
AMAZON CAPITAL SERVICES, IN...	1KW3-R77C-XTR7	12/23/2022	REPLACE CASH TRAY	505-3904-44606	25.27
AMAZON CAPITAL SERVICES, IN...	1KW3-R77C-XTR7	12/23/2022	DISCOUNT	505-3904-44606	-3.64
AMAZON CAPITAL SERVICES, IN...	1KW3-R77C-XTR7	12/23/2022	WEJUANR 10PC HOSE PIPE CL...	505-3904-44607	52.07
WASTEQUIP MANUFACTURING...	20INV000269306	12/23/2022	MODEL 79296-TOTER 96 GALE...	505-3904-44613	8,140.27
AUTOZONE STORES, LLC	2529089671	12/23/2022	7133 OIL ABS 448 FULLER	505-3904-44615	144.75
QUILL CORPORATION	29511180	12/23/2022	BERRY GLOBAL HANDI-BAG 8G...	505-3904-44606	35.84
QUILL CORPORATION	29511180	12/23/2022	GLAD QUICK TIE TRASH BAGS 1...	505-3904-44606	26.97
QUILL CORPORATION	29511180	12/23/2022	PUFFS PL LOT FACIAL TISSUE	505-3904-44606	27.12
QUILL CORPORATION	29511180	12/23/2022	HERITAGE 50-56 GAL TRASH BA...	505-3904-44606	198.39
WEX BANK	85588173-1	12/23/2022	WEX DIESEL & GASOLINE	505-3904-43316	6,358.47
XEROX CORP.	017796834/017678513	12/30/2022	METER USAGE & BASE CHARGE...	505-3904-43465	143.69
TDS	12/28/22	12/30/2022	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
CITY UTILITIES	12/29/22	12/30/2022	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	523.14
BANK OF AMERICA	364853	12/30/2022	DECALS	505-3904-47420	51.96
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	505-3904-43775	164.86
BORDER INTERNATIONAL TRUC...	X400085496.01	12/30/2022	AIR COMPRESSOR	505-3904-47420	1,299.32
BORDER INTERNATIONAL TRUC...	X400085496.01	12/30/2022	AIR DRYER ASSEMBLY	505-3904-47420	899.69
BORDER INTERNATIONAL TRUC...	X400085496.01	12/30/2022	GOVERNOR VALVE	505-3904-47420	82.12

Fund 505 - Solid Waste Total: 111,390.79

Fund: 506 - WWTP

XEROX CORP.	017484248	12/02/2022	BASE CHARGE/METERED USAGE..	506-4005-43465	197.91
TDS	11/27/22	12/02/2022	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
CITY UTILITIES	11/30/22	12/02/2022	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	8,861.80
NEW MEXICO GAS COMPANY, I...	11/30/22	12/02/2022	GAS BILLS/VACUUM STATION FY...	506-4005-43780	27.88
POLYDYNE, INC.	1693886	12/02/2022	OPEN PO FOR POLYMER USAGE	506-4005-44607	1,935.00
TESTON'S FREEWAY CHEVRON	4568,4545	12/02/2022	OPEN PO FOR DIESEL/UNLEAED...	506-4005-43316	800.09
PATTILLO BROWN & HILL, LLP	460647	12/02/2022	ANNUAL AUDIT FY 21-22 WASTE...	506-4005-48596	4,310.00
RED WING SHOES OF LAS CRUC...	5468	12/02/2022	WORK BOOTS FOR CHARLES WI...	506-4005-44615	200.00
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	506-4005-43775	364.39
AQUIONICS, INC	0056442IN/0056742CM	12/09/2022	REPAIR SUPPLIES FOR ULTRAVI...	506-4005-47430	1,914.94
MIKE TORRES DBA CD TECHNO...	10034	12/09/2022	IT SERVICES AUGUST 1,2022 TO ..	506-4005-48598	903.12
VILLAGE OF WILLIAMSBURG	11302022	12/09/2022	SEWER RECEIPTS FY 22/23 OPEN...	506-4005-48798	3,737.29

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HALL ENVIRONMENTAL ANALYS...	2210A77	12/09/2022	503 METALS SOIL	506-4005-48598	200.00
HALL ENVIRONMENTAL ANALYS...	2210A77	12/09/2022	TCLP FULL LIST TEST	506-4005-48598	1,082.23
HALL ENVIRONMENTAL ANALYS...	2211A64/2211637,2211955,22...	12/09/2022	TAX ON LABOR 7.875%	506-4005-48598	85.25
HALL ENVIRONMENTAL ANALYS...	2211A64/2211637,2211955,22...	12/09/2022	EPA MWTOD 624 VOCS	506-4005-48598	200.00
HALL ENVIRONMENTAL ANALYS...	2211A64/2211637,2211955,22...	12/09/2022	EPA 200.8 METALS/200.7 META...	506-4005-48598	210.00
HALL ENVIRONMENTAL ANALYS...	2211A64/2211637,2211955,22...	12/09/2022	EPA METHOD 625 SVOCS	506-4005-48598	450.00
HALL ENVIRONMENTAL ANALYS...	2211A64/2211637,2211955,22...	12/09/2022	SM5210B BOD	506-4005-48598	240.00
SILVERSKY, INC.	468934-SI	12/09/2022	EMAIL SERVICE OPEN PO FY22/...	506-4005-43815	217.96
B & H OIL CO.	54028,54033,54038,54040,540...	12/09/2022	OPEN PO FOR DIESEL,OIL AND ...	506-4005-43316	1,004.49
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	298.92
POLYDYNE, INC.	1697905	12/16/2022	OPEN PO FOR POLYMER USAGE	506-4005-44607	1,935.00
INTERNAL SERVICE FUND	211960	12/16/2022	SERVICE /MAINTENANCE DEPT ...	506-4005-47420	36.43
HALL ENVIRONMENTAL ANALYS...	2211980	12/16/2022	EPA METHOD 300.0 ANIONS	506-4005-48598	300.00
HALL ENVIRONMENTAL ANALYS...	2211980	12/16/2022	EPA METHOD 1664B	506-4005-48598	90.00
HALL ENVIRONMENTAL ANALYS...	2211980	12/16/2022	SM 4500 NORG C TKN	506-4005-48598	240.00
HALL ENVIRONMENTAL ANALYS...	2211980	12/16/2022	TAX ON LABOR 7.875%	506-4005-48598	48.83
HALL ENVIRONMENTAL ANALYS...	2211F13,2211D26	12/16/2022	EPA METHOD 625 SVOCS	506-4005-48598	225.00
HALL ENVIRONMENTAL ANALYS...	2211F13,2211D26	12/16/2022	TAX ON LABOR 7.875%	506-4005-48598	42.63
HALL ENVIRONMENTAL ANALYS...	2211F13,2211D26	12/16/2022	SM5210B BOD	506-4005-48598	120.00
HALL ENVIRONMENTAL ANALYS...	2211F13,2211D26	12/16/2022	EPA MWTOD 624 VOCS	506-4005-48598	100.00
HALL ENVIRONMENTAL ANALYS...	2211F13,2211D26	12/16/2022	EPA 200.8 METALS/200.7 META...	506-4005-48598	105.00
COOPERATIVE EDUCATIONAL S...	24-13327	12/16/2022	ENGINEERING SERVICES SEWER...	506-4005-48598	46.25
BAKER UTILITY SUPPLY CORP.	306283	12/16/2022	VLV BOX TOP SLIP 5-1/4" - 16T,...	506-4005-44607	236.25
BAKER UTILITY SUPPLY CORP.	306283	12/16/2022	VLV BOX BOT SLIP 5-1/4" - 36B, ...	506-4005-44607	428.50
BAKER UTILITY SUPPLY CORP.	306283	12/16/2022	MH RING ONLY - PLAIN & COA, ...	506-4005-44607	704.25
BAKER UTILITY SUPPLY CORP.	306283	12/16/2022	MH PLAIN LID ONLY - SEWER, ...	506-4005-44607	1,056.50
BAKER UTILITY SUPPLY CORP.	306283	12/16/2022	VLV BOX DROP LID 5-1/4" - WA...	506-4005-44607	88.00
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	298.93
CITY UTILITIES	12/19/22	12/23/2022	CITY UTILITIES CYCLE A&B/OPEN..	506-4005-43780	1,107.50
CITY UTILITIES	12-19-22	12/23/2022	CITY LANDFILL BILLS/OPEN PO F...	506-4005-43780	1,397.40
NM RURAL WATER ASSOC.	3345	12/23/2022	2023 ANNUAL DUES NOTICE	506-4005-43770	1,366.00
TESTON'S FREEWAY CHEVRON	4604/4616	12/23/2022	OPEN PO FOR DIESEL/UNLEAED...	506-4005-43316	571.08
XEROX CORP.	017678515	12/30/2022	BASE CHARGE/METERED USAGE..	506-4005-43465	179.05
TDS	12/28/22	12/30/2022	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
CITY UTILITIES	12/29/22	12/30/2022	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	9,489.75
STAPLES CONTRACT & COMME...	3525169605	12/30/2022	STAPLES OSGOOD HIGH BACK ...	506-4005-44606	147.20
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	506-4005-43775	364.09

Fund 506 - WWTP Total: 49,164.91

Fund: 508 - Golf Course

XEROX CORP.	017582346	12/02/2022	BASE CHARGE/METER USAGE FY..	508-4303-43465	181.98
TDS	11/27/22	12/02/2022	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
NEW MEXICO GAS COMPANY, I...	11/30/22	12/02/2022	GAS BILLS/GOLF COURSE FY 22-...	508-4303-43780	82.91
YAMAHA MOTOR FINANCE COR...	791577	12/02/2022	OPEN PO FY22/23 YAMAHA LEA...	508-4303-43465	903.51
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	508-4303-43775	80.19
SUN VALLEY, INC.	166624/166860	12/09/2022	OPEN PO FOR GOLF COURSE SU...	508-4303-44607	62.51
SIERRA AUTO/CARQUEST	526382/526581	12/09/2022	OPEN PO FOR GOLF COURSE SU...	508-4303-44607	289.00
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	63.07
INTERNAL SERVICE FUND	211960	12/16/2022	SERVICE /MAINTENANCE DEPT ...	508-4303-47420	23.95
STAPLES CONTRACT & COMME...	8068425415	12/16/2022	INVISIBLE TAPE 12 PACK	508-4303-44606	7.31
STAPLES CONTRACT & COMME...	8068425415	12/16/2022	SCOTT ROLL PAPER TOWELS	508-4303-44606	30.57
STAPLES CONTRACT & COMME...	8068425415	12/16/2022	EPSONERC-32B BLACK DOT PRI...	508-4303-44606	7.20
STAPLES CONTRACT & COMME...	8068425415	12/16/2022	ZEBRA Z-GRIP RETRACTABLE PE...	508-4303-44606	5.54
STAPLES CONTRACT & COMME...	8068425415	12/16/2022	JAM PAPER COIN ENVELOPES 3...	508-4303-44606	5.14
STAPLES CONTRACT & COMME...	8068425415	12/16/2022	STAPLES MULTIUSE COPY PAPER..	508-4303-44606	34.99
STAPLES CONTRACT & COMME...	8068425415	12/16/2022	ANGEL SOFT TOILET PAPER	508-4303-44606	36.88
STAPLES CONTRACT & COMME...	8068425415	12/16/2022	STICKY NOTES3X3	508-4303-44606	7.66
STAPLES CONTRACT & COMME...	8068425415	12/16/2022	44MMX 128 CASH REGISTER RO...	508-4303-44606	10.85
J&B CHEMICAL ASSOCIATES	984636	12/16/2022	POND CHEMICALS FOR GOLF C...	508-4303-44607	1,066.97
J&B CHEMICAL ASSOCIATES	984636	12/16/2022	DISCOUNT	508-4303-44607	-200.00
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	63.07

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY UTILITIES	12/19/22	12/23/2022	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	1,251.42
YAMAHA MOTOR FINANCE COR...	793316	12/23/2022	OPEN PO FY22/23 YAMAHA LEA...	508-4303-43465	903.51
XEROX CORP.	017796837	12/30/2022	BASE CHARGE/METER USAGE FY...	508-4303-43465	181.98
TDS	12/28/22	12/30/2022	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
BANK OF AMERICA	16N7859479	12/30/2022	ALCOHOL SERVER ONLINE TRAI...	508-4303-43770	32.42
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	508-4303-43775	80.08
Fund 508 - Golf Course Total:					6,412.71

Fund: 509 - Muni Airport

XEROX CORP.	017582347	12/02/2022	XEROX PRINTER OPEN PO FY 22...	509-4403-43465	40.81
WINDSTREAM CORPORATION	11/18/22	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	341.91
TESTON'S FREEWAY CHEVRON	4544	12/02/2022	OPEN PO FY 22-23 TESTONS FR...	509-4403-43316	583.66
VERIZON WIRELESS	9920626594	12/02/2022	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	106.83
SIERRA ELECTRIC CO-OP, INC.	2154-12/2/22	12/09/2022	OPEN PO FY22/23 SIERRA ELEC...	509-4403-43780	1,000.06
APEX TECHNOLOGIES LLC	28678	12/09/2022	5 MEGAPIXEL ZOOM CAMERA ...	509-4403-80845	2,475.00
APEX TECHNOLOGIES LLC	28678	12/09/2022	INDOOR 2 MEGAPIXEL CAMERAS	509-4403-80845	400.00
APEX TECHNOLOGIES LLC	28678	12/09/2022	UPS	509-4403-80845	420.00
APEX TECHNOLOGIES LLC	28678	12/09/2022	WIRE	509-4403-80845	450.00
APEX TECHNOLOGIES LLC	28678	12/09/2022	12 MEGAPIXEL FISHEYE CAMER...	509-4403-80845	950.00
APEX TECHNOLOGIES LLC	28678	12/09/2022	LABOR INSTALLATION AND TRA...	509-4403-80845	5,788.03
APEX TECHNOLOGIES LLC	28678	12/09/2022	14 MP 180 DEGREE CAMERA	509-4403-80845	14,000.00
APEX TECHNOLOGIES LLC	28678	12/09/2022	RADIOS	509-4403-80845	1,250.00
APEX TECHNOLOGIES LLC	28678	12/09/2022	WEATHERPROOF ENCLOSURES	509-4403-80845	1,600.00
APEX TECHNOLOGIES LLC	28678	12/09/2022	4 MEGAPIXEL FIXED WIDE ANG...	509-4403-80845	2,000.00
APEX TECHNOLOGIES LLC	28678	12/09/2022	8 PORT POE SWTICH	509-4403-80845	150.00
APEX TECHNOLOGIES LLC	28678	12/09/2022	4 PORT POE SWITCH	509-4403-80845	280.00
APEX TECHNOLOGIES LLC	28678	12/09/2022	30TB SERVER	509-4403-80845	3,500.00
APEX TECHNOLOGIES LLC	28678	12/09/2022	CAMERA LICENSES	509-4403-80845	2,125.00
SIERRA AUTO/CARQUEST	306953	12/09/2022	WINDSHIELD WIPERS XTRA CLE...	509-4403-47420	17.76
SIERRA AUTO/CARQUEST	306953	12/09/2022	TRANSMISSION FILTER	509-4403-47420	50.66
SIERRA AUTO/CARQUEST	306953	12/09/2022	SPARK PLUG-HI THREAD	509-4403-47420	86.48
SIERRA AUTO/CARQUEST	306953	12/09/2022	FUEL MODULE ASSEMBLY	509-4403-47420	341.60
SIERRA AUTO/CARQUEST	307211	12/09/2022	MASTER DISCONNECT SWITCH	509-4403-47420	47.99
SIERRA AUTO/CARQUEST	307211	12/09/2022	OIL TEMP SENSOR	509-4403-47420	13.28
SIERRA AUTO/CARQUEST	307212	12/09/2022	TRANS PAN GASKET	509-4403-47420	18.43
SIERRA AUTO/CARQUEST	307212	12/09/2022	OIL TEMP SENSOR	509-4403-47420	14.93
NM RETIREE HEALTH CARE	894798	12/09/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	56.57
INTERNAL SERVICE FUND	211960	12/16/2022	SERVICE /MAINTENANCE DEPT ...	509-4403-47420	31.50
TECH 45 AIRPORT MANAGEME...	22-068989	12/16/2022	CONTRACTED MANAGEMENT ...	509-4403-48598	3,793.12
NM RETIREE HEALTH CARE	125730	12/22/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	53.03
WINDSTREAM CORPORATION	12/19/22	12/23/2022	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	352.12
TESTON'S FREEWAY CHEVRON	4602	12/23/2022	OPEN PO FY 22-23 TESTONS FR...	509-4403-43316	155.18
XEROX CORP.	017796838	12/30/2022	XEROX PRINTER OPEN PO FY 22...	509-4403-43465	40.81
TRAVERS & ASSOCIATES	104481	12/30/2022	AIRPORT LIABILITY RENEWAL P...	509-4403-46732	3,650.00
TECH 45 AIRPORT MANAGEME...	22-068990	12/30/2022	CONTRACTED MANAGEMENT ...	509-4403-48598	3,793.12
D&H UNITED FUELING SOLUTI...	894232	12/30/2022	TROUBLESHOOT AND/OR REPA...	509-4403-47420	2,796.38
VERIZON WIRELESS	9923007916	12/30/2022	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	120.35
Fund 509 - Muni Airport Total:					52,894.61

Fund: 600 - Internal Serv

AMAZON CAPITAL SERVICES, IN...	14GD-RKVJ-WQMY	12/01/2022	K&N AIR FILTER CLEANING KIT	600-7003-47420	17.99
AMAZON CAPITAL SERVICES, IN...	14GD-RKVJ-WQMY	12/01/2022	K&N REPLACEMENT AIR FILTER	600-7003-47420	111.99
XEROX CORP.	017582348	12/02/2022	RENT OF EQUIPMENT/XEROX O...	600-7003-43465	94.12
BORDER INTERNATIONAL TRUC...	X400085713.01	12/02/2022	BATTERY, GRP H7/LR94R, 750C...	600-7003-44607	201.92
AMAZON CAPITAL SERVICES, IN...	1GW4-6749-CH7Q, 1CNJ-7QDQ...	12/09/2022	BLACK PENS	600-7003-44606	9.99
AMAZON CAPITAL SERVICES, IN...	1GW4-6749-CH7Q, 1CNJ-7QDQ...	12/09/2022	DURACELL BATTERIES	600-7003-44606	17.99
AMAZON CAPITAL SERVICES, IN...	1GW4-6749-CH7Q, 1CNJ-7QDQ...	12/09/2022	BROTHER P TOUCH LABEL MAK...	600-7003-44606	59.99
AMAZON CAPITAL SERVICES, IN...	1GW4-6749-CH7Q, 1CNJ-7QDQ...	12/09/2022	SHOP TOWELS	600-7003-44606	149.78
AMAZON CAPITAL SERVICES, IN...	1GW4-6749-CH7Q, 1CNJ-7QDQ...	12/09/2022	PILOT PENS	600-7003-44606	21.43
AMAZON CAPITAL SERVICES, IN...	1GW4-6749-CH7Q, 1CNJ-7QDQ...	12/09/2022	COPY PAPER	600-7003-44606	50.99
AMAZON CAPITAL SERVICES, IN...	1GW4-6749-CH7Q, 1CNJ-7QDQ...	12/09/2022	SCOTCH TAPE	600-7003-44606	22.99
SIERRA AUTO/CARQUEST	306544	12/09/2022	COTTER KEYS	600-7003-44607	19.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	306544	12/09/2022	RETAINER	600-7003-44607	2.60
SIERRA AUTO/CARQUEST	306621	12/09/2022	ARGON GAS	600-7003-44607	64.00
SIERRA AUTO/CARQUEST	306675	12/09/2022	SPHERICAL JOINT W/ STUD	600-7003-44607	69.95
SIERRA AUTO/CARQUEST	306675	12/09/2022	REG NS 032994	600-7003-44607	39.03
SIERRA AUTO/CARQUEST	306675	12/09/2022	ZIP TIES	600-7003-44607	6.99
SIERRA AUTO/CARQUEST	307049	12/09/2022	115V TRANSFER PUMP	600-7003-47420	1,079.69
SIERRA AUTO/CARQUEST	307049	12/09/2022	STEEL TANK	600-7003-47420	799.99
SIERRA AUTO/CARQUEST	307049	12/09/2022	1 MAN NOZZLE	600-7003-47420	49.06
SIERRA AUTO/CARQUEST	307209	12/09/2022	DEWALT SET	600-7003-44607	24.99
SIERRA AUTO/CARQUEST	307209	12/09/2022	FLASH LIGHT	600-7003-44607	29.99
SIERRA AUTO/CARQUEST	307209	12/09/2022	COUPLING	600-7003-44607	5.95
O'REILLY AUTO PARTS, INC.	2162-101496	12/16/2022	AIR FILTER	600-7003-44607	19.81
JOSE LUIS SIMENTAL SR	2613	12/16/2022	4 PC QUICK REL	600-7003-44607	280.88
JOSE LUIS SIMENTAL SR	2613	12/16/2022	WRENCH EXTENDER	600-7003-44607	95.50
DESERT GRAPHICS INC.	6556	12/16/2022	3 IN DECALS #2	600-7003-44607	20.00
DESERT GRAPHICS INC.	6556	12/16/2022	3IN DECAL FOR CODE COMPLIA...	600-7003-44607	126.00
WEX BANK	85588173	12/23/2022	GAS & OIL FY 2022-2023 (OPEN)	600-7003-43316	235.83
RELADYNE CONSERVANCY OIL ...	0061512-IN	12/30/2022	DMX SB 5W30 BU	600-7003-43316	228.20
RELADYNE CONSERVANCY OIL ...	0061512-IN	12/30/2022	DMX SB 5W20 BU	600-7003-43316	456.40
RELADYNE CONSERVANCY OIL ...	0061512-IN	12/30/2022	SHL T2 HD 15W40 BU	600-7003-43316	463.75
RELADYNE CONSERVANCY OIL ...	0061512-IN	12/30/2022	DRY TRANSALL UTHF BU	600-7003-43316	1,898.75
RELADYNE CONSERVANCY OIL ...	0061512-IN	12/30/2022	GLOBAL SYNTHETIC ATF	600-7003-43316	595.27
RELADYNE CONSERVANCY OIL ...	0061512-IN	12/30/2022	FUEL SURCHARGE	600-7003-43316	8.58
XEROX CORP.	017796839	12/30/2022	RENT OF EQUIPMENT/XEROX O...	600-7003-43465	103.78
JOSE LUIS SIMENTAL SR	2856	12/30/2022	PLASMA CUTTER	600-7003-44613	2,374.95
Fund 600 - Internal Serv Total:					9,859.11
Grand Total:					977,008.15

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	123,021.08
201 - Corrections	2,932.00
209 - Fire	3,354.50
211 - Law Enforce Prot	5,824.68
214 - Lodgers Tax	28,018.90
216 - Muni Street	21,148.44
294 - State Library	3,246.28
295 - Muni Pool	4,692.92
296 - PD GRT	785.43
298 - PD Donations	878.17
303 - Vet Wall	313.64
304 - Senior Grants	10,773.21
307 - Golf Course Improv	3,105.04
315 - CI Reserve	1,880.28
370 - WATER TRUST BOARD PROJECTS	54,340.62
403 - Pledge State	30,932.95
501 - Cemetary	197.21
502 - Util Office - Pool	20,105.74
503 - Electric	351,193.34
504 - Water	80,541.59
505 - Solid Waste	111,390.79
506 - WWTP	49,164.91
508 - Golf Course	6,412.71
509 - Muni Airport	52,894.61
600 - Internal Serv	9,859.11
Grand Total:	977,008.15

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	7,832.42
101-1001-41226	RETIREE INSURANCE	298.90
101-1001-43465	RENT OF EQUIPMENT	374.41
101-1001-43740	PRINTING/PUBLISHING	482.94
101-1001-43770	SUBSCRIPTION & DUES	310.00
101-1001-43775	TELEPHONE	552.86
101-1001-44606	OFFICE SUPPLIES	281.47
101-1001-47410	MAINTENANCE CONTRAC...	2,896.77
101-1002-41226	RETIREE INSURANCE	87.74
101-1002-43770	SUBSCRIPTION & DUES	108.38
101-1002-43775	TELEPHONE	388.20
101-1002-44606	OFFICE SUPPLIES	282.84
101-1003-41226	RETIREE INSURANCE	447.82
101-1003-43465	RENT OF EQUIPMENT	618.92
101-1003-43775	TELEPHONE	644.47
101-1003-44606	OFFICE SUPPLIES	83.29
101-1004-41226	RETIREE INSURANCE	643.51
101-1004-42720	EMPLOYEE TRAINING-AD...	800.00
101-1004-43465	RENT OF EQUIPMENT	1,107.19
101-1004-43740	PRINTING/PUBLISHING	857.79
101-1004-43775	TELEPHONE	497.06
101-1004-44606	OFFICE SUPPLIES	1,125.13
101-1004-48599	OTHER CONTRACTUAL SE...	2,715.61
101-1006-41226	RETIREE INSURANCE	241.34
101-1006-42620	UNIFORMS LINEN-CODE ...	81.48
101-1006-43316	GAS & OIL	27.17
101-1006-43775	TELEPHONE	220.04
101-1006-44607	FIELD SUPPLIES	1,998.51

Account Summary

Account Number	Account Name	Payment Amount
101-1006-47420	MAINTENANCE VEH/EQUI...	1,056.79
101-1006-48598	PROFESSIONAL SERVICES	1,606.30
101-1007-41226	RETIREE INSURANCE	1,849.44
101-1007-43316	GAS & OIL	4,106.56
101-1007-43465	RENT OF EQUIPMENT	634.16
101-1007-43775	TELEPHONE	2,399.47
101-1007-43815	SOFTWARE	117.00
101-1007-44606	OFFICE SUPPLIES	499.47
101-1007-44607	FIELD SUPPLIES	143.70
101-1007-44615	SAFETY EQUIPMENT	280.00
101-1007-47420	MAINTENANCE VEHICLE/...	144.19
101-1008-41226	RETIREE INSURANCE	226.22
101-1008-43316	GAS & OIL	979.02
101-1008-43775	TELEPHONE	376.35
101-1009-41226	RETIREE INSURANCE	197.99
101-1009-43316	GAS & OIL	1,699.91
101-1009-43465	RENT OF EQUIPMENT	1,443.79
101-1009-43775	TELEPHONE	289.63
101-1009-44607	FIELD SUPPLIES-MUNI RE...	903.67
101-1009-44613	NON-CAPITAL ITEMS	676.52
101-1009-47415	MAINTENANCE--REPAIRS ...	900.00
101-1009-47420	MAINTENANCE VEHICLE/...	98.27
101-1010-41226	RETIREE INSURANCE	193.48
101-1010-43775	TELEPHONE	186.18
101-1010-44613	NON-CAPITAL ITEMS	1,475.00
101-1010-48598	PROFESSIONAL SERVICES	1,424.56
101-1011-41226	RETIREE INSURANCE	554.68
101-1011-43775	TELEPHONE	139.00
101-1012-41226	RETIREE INSURANCE	243.98
101-1012-43775	TELEPHONE	170.64
101-1012-44607	FIELD SUPPLIES-FLEET MA...	289.50
101-1012-48599	OTHER CONTRACTUAL SE...	194.96
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-42620	UNIFORMS/LINEN	104.99
101-1013-43316	GAS & OIL	324.22
101-1014-41226	RETIREE INSURANCE	415.34
101-1014-43316	GAS & OIL	598.55
101-1014-43403	REGULAR BUILDING MAI...	1,803.28
101-1014-43775	TELEPHONE	261.23
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,798.86
101-1014-47410	MAINTENANCE CONTRAC...	53.88
101-1016-41226	RETIREE INSURANCE	409.32
101-1017-48599	OTHER CONTRACTUAL SE...	31,598.35
101-1018-43780	UTILITIES	27,712.11
101-1018-43815	SOFTWARE LIC/SOFTWAR...	217.96
101-1018-48596	AUDIT CONTRACT	4,310.00
101-1018-48598	PROFESSIONAL SERVICES	903.14
101-1040-43465	RENT OF EQUIPMENT	473.56
101-1099-34348	RENT OF PUBLIC FACILITIES	375.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	72.00
201-1903-48710	CARE OF PRISONERS-COR...	2,860.00
209-1603-43316	GAS & OIL	509.31
209-1603-43465	RENT OF EQUIPMENT	514.73
209-1603-43775	TELEPHONE	678.29
209-1603-43780	UTILITIES	1,126.77
209-1603-47415	MAINTENANCE--REPAIRS ...	471.43
209-1603-47420	MAINTENANCE VEHICLE/...	53.97
211-2003-42535	EMPLOYEE TRAINING	1,211.59

Account Summary

Account Number	Account Name	Payment Amount
211-2003-44573	UNIFORM & EQUIPMENT	376.92
211-2003-44607	FIELD SUPPLIES	1,417.52
211-2003-44840	EQUIPMENT & MACHINE...	2,355.00
211-2003-47420	MAINTENANCE-VEHICLE/...	463.65
214-2503-43550	ROADWAY MAINTENANCE	2,184.74
214-2503-47406	PROMOTIONAL/ADVERTIS...	7,475.12
214-2540-48598	OTHER PROFESSIONAL SE...	12,728.10
214-2540-48599	OTHER CONTRACT SERVIC...	1,648.88
214-2540-60725	GRANTS TO SUB-RECIPIE...	2,116.10
214-2560-60725	GRANTS TO SUB-RECIPIE...	1,865.96
216-4503-42620	UNIFORM LINEN-MUNI S...	239.76
216-4503-43316	GAS & OIL	2,211.15
216-4503-43550	ROADWAY MAINTENANCE	7,748.36
216-4503-44615	SAFETY EQUIPMENT	244.95
216-4503-47420	MAINT.VEHICLE/FURN/E...	3,757.71
216-7018-48598	Professional Serv/Contrac...	6,946.51
294-5003-43465	RENT OF EQUIPMENT	106.43
294-5003-43775	TELEPHONE	332.66
294-5003-60834	STATE LIBRARY GRANT-ST...	2,807.19
295-4803-34351	SWIMMING POOL PROCE...	36.83
295-4803-41226	RETIREE INSURANCE	146.36
295-4803-42720	EMPLOYEE TRAINING-M...	375.00
295-4803-43465	RENT OF EQUIPMENT	60.46
295-4803-43775	TELEPHONE	56.88
295-4803-43780	UTILITIES-MUNI POOL	2,907.36
295-4803-44607	FIELD SUPPLIES-MUNI PO...	1,110.03
296-2403-44613	NON-CAPITAL ITEMS	785.43
298-2103-45607	MISC. EXPENSES	878.17
303-4703-43775	TELEPHONE	313.64
304-4903-43403	REGULAR BUILDING MAI...	10,773.21
307-6203-44607	FIELD SUPPLIES	3,105.04
315-8001-44613	NON CAPITAL EQUIPMEN...	1,880.28
370-7008-48598	PROFESSIONAL SERVICES	32,944.17
370-7019-80847	ROADWAYS AND BRIDGES	21,396.45
403-1203-12918	CWPA PPRF-2613 TORC 18..	690.58
403-1203-12919	CWPA PPRF-2737 TORC 19..	7,598.76
403-1203-12952	PPRF-5652 ELECTRIC TRA...	10,704.12
403-1203-12967	PPRF-4967 OPERATING	7,150.63
403-1203-90910	DEBT SERVICE INTEREST	4,788.86
501-1803-43780	UTILITIES	197.21
502-3601-41226	RETIREE INSURANCE	525.38
502-3601-43316	GAS & OIL	511.80
502-3601-43465	RENT OF EQUIPMENT	7,429.98
502-3601-43735	POSTAGE & MAIL SERVICE...	10,200.00
502-3601-43775	TELEPHONE	543.94
502-3601-43780	UTILITIES	469.87
502-3601-44606	OFFICE SUPPLIES	363.24
502-3601-47420	MAINTENANCE-VEHICLE/...	61.53
503-3702-41226	RETIREE INSURANCE	826.56
503-3702-43316	GAS & OIL	1,628.35
503-3702-43465	RENT OF EQUIPMENT	273.82
503-3702-43770	SUBSCRIPTION & DUES	325.54
503-3702-43775	TELEPHONE	434.17
503-3702-43780	UTILITIES	11,926.64
503-3702-43815	SOFTWARE LIC/SOFTWAR...	217.96
503-3702-44607	FIELD SUPPLIES	21,599.65
503-3702-44615	SAFETY EQUIPMENT	3.89
503-3702-47420	MAINTENANCE-VEHICLE/...	1,978.50

Account Summary

Account Number	Account Name	Payment Amount
503-3702-48596	AUDIT CONTRACT	4,310.00
503-3702-48598	PROFESSIONAL SERVICES	2,263.12
503-3702-50795	WHOLESALE POWER COS...	305,405.14
504-3803-41226	RETIREE INSURANCE	272.61
504-3803-43316	GAS & OIL	4,747.35
504-3803-43465	RENT OF EQUIPMENT	50.00
504-3803-43775	TELEPHONE	139.00
504-3803-43780	UTILITIES	17,110.23
504-3803-43797	WATER CONSERVATION-...	1,181.00
504-3803-43815	SOFTWARE LIC/SOFTWAR...	217.96
504-3803-44606	OFFICE SUPPLIES	223.02
504-3803-44607	FIELD SUPPLIES-WATER D...	26,525.04
504-3803-44613	NON-CAPITAL ITEMS	299.99
504-3803-44615	SAFETY EQUIPMENT	115.96
504-3803-44810	EQUIPMENT & MACHINE...	2,749.00
504-3803-47415	MAINTENANCE--REPAIRS ...	19,507.51
504-3803-47420	MAINTENANCE-VEHICLE/...	144.19
504-3803-48596	AUDIT CONTRACT	4,310.00
504-3803-48598	PROFESSIONAL SERVICES	2,948.73
505-3904-41226	RETIREE INSURANCE	1,079.78
505-3904-43316	GAS & OIL	6,358.47
505-3904-43465	RENT OF EQUIPMENT	290.16
505-3904-43775	TELEPHONE	329.89
505-3904-43780	UTILITIES	2,418.52
505-3904-43815	SOFTWARE LIC/SOFTWAR...	217.96
505-3904-44606	OFFICE SUPPLIES	309.95
505-3904-44607	FIELD SUPPLIES-SOLID WA...	3,475.51
505-3904-44613	NON-CAPITAL ITEMS	8,140.27
505-3904-44615	SAFETY EQUIPMENT	289.50
505-3904-45601	WASTE DISPOSAL	67,108.19
505-3904-47415	MAINTENANCE--REPAIRS ...	462.11
505-3904-47420	MAINTENANCE-VEHICLE/...	13,519.22
505-3904-48596	AUDIT CONTRACT	4,310.00
505-3904-48598	PROFESSIONAL SERVICES	903.12
505-3904-48599	OTHER CONTRACTUAL SE...	2,178.14
506-4005-41226	RETIREE INSURANCE	597.85
506-4005-43316	GAS & OIL	2,375.66
506-4005-43465	RENT OF EQUIPMENT	376.96
506-4005-43770	SUBSCRIPTION & DUES	1,366.00
506-4005-43775	TELEPHONE	728.48
506-4005-43780	UTILITIES	22,084.33
506-4005-43815	SOFTWARE LIC/SOFTWAR...	217.96
506-4005-44606	OFFICE SUPPLIES	147.20
506-4005-44607	FIELD SUPPLIES-WASTEW...	6,383.50
506-4005-44615	SAFETY EQUIPMENT	200.00
506-4005-47420	MAINTENANCE-VEHICLE/...	36.43
506-4005-47430	EMERGENCY REPAIRS	1,914.94
506-4005-48596	AUDIT CONTRACT	4,310.00
506-4005-48598	PROFESSIONAL SERVICES	4,688.31
506-4005-48798	VILLAGE OF WILLIAMSBU...	3,737.29
508-4303-41226	RETIREE INSURANCE	126.14
508-4303-43465	RENT OF EQUIPMENT	2,170.98
508-4303-43770	SUBSCRIPTION & DUES	32.42
508-4303-43775	TELEPHONE	1,360.27
508-4303-43780	UTILITIES	1,334.33
508-4303-44606	OFFICE SUPPLIES	146.14
508-4303-44607	FIELD SUPPLIES	1,218.48
508-4303-47420	MAINTENANCE VEHICLE/...	23.95

Account Summary

Account Number	Account Name	Payment Amount
509-4403-41226	RETIREE INSURANCE	109.60
509-4403-43316	GAS & OIL	738.84
509-4403-43465	RENT OF EQUIPMENT	81.62
509-4403-43775	TELEPHONE	921.21
509-4403-43780	UTILITIES	1,000.06
509-4403-46732	GENERAL LIABILITY INSUR...	3,650.00
509-4403-47420	MAINTENANCE VEH/EQUI...	3,419.01
509-4403-48598	PROFESSIONAL SERVICES	7,586.24
509-4403-80845	CAPITAL IMPROVEMENTS...	35,388.03
600-7003-43316	GAS & OIL	3,886.78
600-7003-43465	RENT OF EQUIPMENT	197.90
600-7003-44606	OFFICE SUPPLIES	333.16
600-7003-44607	FIELD SUPPLIES	1,007.60
600-7003-44613	NON-CAPITAL ITEMS	2,374.95
600-7003-47420	MAINTENANCE-VEHICLE/...	2,058.72
Grand Total:		977,008.15

Project Account Summary

Project Account Key	Payment Amount
None	977,008.15
Grand Total:	977,008.15



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: G.1

SUBJECT: Public Hearing and Final Adoption of Ordinance No. 742 amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a new section designating the Sierra County Magistrate Court as the Court having jurisdiction over Municipal Ordinances and Repealing Sections 2-371 through 2-380

DEPARTMENT: City Manager's Office

DATE SUBMITTED: January 6, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

This is the ordinance amending/adding to the code to designate the Sierra County Magistrate Court as having jurisdiction.

Recommendation:

Approval of Publication of Ordinance No. 742

Attachments:

- Proposed Ordinance No. 742
- -

Fiscal Impact (Finance): Yes

This action will decrease general fund expenses by approximately \$260,000 per year.

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 1-11-2023

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 742

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY ADDING A NEW SECTION DESIGNATING THE SIERRA COUNTY MAGISTRATE COURT AS THE COURT HAVING JURISDICTION OVER MUNICIPAL ORDINANCES AND REPEALING SECTIONS 2-371 THROUGH 2-380

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

Section one. That the Code of Ordinances of the City of Truth or Consequences be as amended follows:

The City Commission of the City of Truth or Consequences hereby makes the following findings:

1. On June 22nd, 2022, the City Commission of the City of Truth or Consequences met in regular session and adopted a Resolution whereby the City Commission of the City of Truth or Consequences Hereby Expressed its Intent to Designate the Sierra County Magistrate Court as the Court having Jurisdiction over the City of Truth or Consequences Code of Municipal Ordinances ("Resolution").
2. Pursuant to the requirements of §35-14-1, N.M.S.A. (1978), the City Commission appointed Seven (7) members to the Municipal Ordinance Jurisdiction Advisory Committee.
3. After providing due notice to the public, the aforesaid committee conducted a Public Hearing on September 26, 2022 at the City Commission Chambers.
4. At the Public Hearing, the Committee received testimony from all interested persons. A copy of the Committees Report is attached hereto as **EXHIBIT A**.
5. On October 24, 2022, the Municipal Ordinance Jurisdiction Advisory Committee met at the City Commission Chambers. A Motion was made and seconded that the Committee recommend to the City Commission that it designate the Sierra County Magistrate Court as the Court having jurisdiction over the City of Truth or Consequences Code of Municipal Ordinances.
6. On November 7, 2022, the Report from the Municipal Ordinance Jurisdiction Advisory Committee was approved by the aforesaid Committee.

7. At its regular meeting on November 16, 2022, the City Commission adopted and accepted the Committee's recommendation.
8. After due notice to the public and proper and timely advertisement, the City Commission held a public hearing on January 11, 2023.
9. After considering all of the above, the City Commission has determined that it is in the best interests of the City to designate the Sierra County Magistrate Court as the Court having jurisdiction over Municipal Ordinances.
10. Sections 2-371 through 2-380 should be repealed. These sections pertain to the creation, administration and operation of the City of Truth or Consequences Municipal Court.

BE IT ORDAINED AS FOLLOWS:

1. The Sierra County Magistrate Court is designated as the Court having jurisdiction over Municipal Ordinances.
2. That Sections 2-371 through 2-380 of the City Code of Ordinances are hereby repealed.
3. This ordinance shall become effective upon approval from the New Mexico Supreme Court and at the expiration of the term of the Municipal Judge in office on the date of the Supreme Courts approval of this ordinance.
4. The City Commission and the City Administration shall take all necessary steps to comply with §35-14-1, et. seq. (1978).

Section two. Effective date. The provisions of this Amended Ordinance shall become effective January 16, 2023.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this 11th day of January, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk

November 7, 2022

**REPORT FROM THE MUNICIPAL ORDINANCE
JURISDICTION ADVISORY COMMITTEE**

From: Municipal Ordinance Jurisdiction Advisory Committee (“Committee”)

To: City of Truth or Consequences City Commission (“City”)

This report is prepared, approved and submitted by the Committee to the City to satisfy the statute requirements set forth in §35-14-1, N.M.S.A. (1978).

RECITALS

1. On June 22, 2022, the City Commission of the City of Truth or Consequences met in regular session and adopted a Resolution whereby the City Commission of the City of Truth or Consequences Hereby Expressed its Intent to Designate the Sierra County Magistrate Court as the Court having Jurisdiction over the City of Truth or Consequences Code of Municipal Ordinances (“Resolution”). A copy of the Resolution is attached hereto as **EXHIBIT A**.
2. On July 13, 2022, the City Commission met in regular session, and pursuant to the requirements of §35-14-1 (B), appointed the following Seven (7) Members to this Committee:
 - A. Mayor Amanda Forrister
 - B. City Commissioner Rolf Hechler
 - C. Municipal Judge Beatrice Sanders

D. Chief of Police Victor Rodriguez (Victor Rodriguez subsequently resigned from the Police Department and was replaced by Acting Chief of Police Donald Venable.

E. Frances Luna, Public Member

F. Klarene Rich, Public Member

G. Bruce Swingle, City Manager and Public Member

3. The Committee met on August 8, 2022 and agreed upon the appropriate procedure for the Committee actions and also scheduled a Public Hearing.
4. After due notice to the public and proper and timely advertisement, a Public Hearing was held on September 26, 2022 at the City Commission Chambers.
5. At the Public Hearing, the Committee received testimony from all interested persons. A copy of the minutes of the Public Hearing are attached hereto as **EXHIBIT B**.

RECOMMENDATION

On October 24, 2022, this Committee met at the City Commission Chambers. A Motion was made and seconded that the Committee recommend to the City Commission that it designate the Sierra County Magistrate Court as the Court having jurisdiction over the City of Truth or Consequences Code of Municipal Ordinances. The Motion passed by a Four (4) to One (1) vote. The specific voting breakdown was as follows:

1. Mayor Amanda Forrister – For
2. City Commissioner Rolf Hechler – For
3. Public Member Bruce Swingle – For
4. Acting Chief of Police Donald Venable – For

5. Municipal Judge Beatrice Sanders – Against
6. Public Member Frances Luna- Absent
7. Public Member Klarene Rich – Absent

Pursuant to the requirements of §35-14-1 (C) (3), N.M.S.A. (1978), this Report is hereby submitted to the City Commission.

Respectfully Submitted,



AMANDA FORRISTER



BRUCE SWINGLE



DONALD VENABLE

ABSENT

KLARENE RICH



ROLF HECHLER



BEATRICE SANDERS



FRANCES LUNA

MUNICIPAL ORDINANCE JURISDICTION ADVISORY COMMITTEE
MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
MONDAY, SEPTEMBER 26, 2022

SPECIAL PUBLIC HEARING

A. CALL TO ORDER:

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

A. CALL TO ORDER

1. ROLL CALL:

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

Amanda Forrister, Mayor **was absent**
Victor Rodriguez, Chief of Police
Rolf Hechler, Mayor Pro Tem
Bobbie Sanders, Municipal Judge
Frances Luna, City Appointee
Klarene Rich, Judge Appointee **was absent**
Bruce Swingle, City Appointee

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

B. INTRODUCTION & PURPOSE:

The purpose of this Public Hearing is to determine whether designating the Sierra County Magistrate court as having jurisdiction over the City of Truth or Consequences Municipal Code of Municipal Ordinances is in the best interest of the City of Truth or Consequences and its citizens:

Mayor Pro-Tem Hechler gave his introduction. Complete copy of introduction attached hereto and made a part hereof.

C. PUBLIC HEARING:

This shall include testimony from all interested persons, including the mayor, the governing body and the Municipal Judge pursuant to §35-14-1 (c)(2), N.M.S.A. 1978 (2019 amended):

Mayor Pro-Tem Hechler opened the public hearing.

Mayor Pro-Tem Hechler: I guess we'll wait for our panel to speak at the end.

City Attorney Rubin: I agree. Looking at the statute, what we're doing is combing C1 and C2. C1 is a public hearing, and C2 is hearing testimony from all interested persons including the Mayor of the Governing Body. I would agree to let the public speak first.

Mayor Pro-Tem Hechler: This is a public Hearing. We aren't going to be sworn in. You will have 5 minutes to speak or make your presentation. Everything will be recorded, and will be part of the report that we submit to the Supreme Court.

Kathleen Sloan: Kathleen Sloan, 708 Olivo, Williamsburg. I must be blunt because you have limited me to 5 minutes. The city's independent judicial branch should not be dissolved because the city has already erased several checks and balances, becoming less democratic. You know the chart. Legislative executive and judicial branches that are supposed to be a check and balance on each other, co-equal, with not a King, Queen, or Patron at the top, but the people who have a duty to be a check and balance on their government. The press next door to the people that is supposed to speak truth to power. The city's police department is under the executive branch, not the people, as is the sheriff's office, making it vulnerable to political pressure. The city has already taken steps to ensure that the municipal court is dissolved, pre-determining the outcome of these proceedings. She asked that the following be "*entered into evidence.*"

- **Enter into evidence #1:** The City Commission passed a resolution to form this committee when the municipal judge still had a year and a half of her term left in order to reduce the municipal court's case load. Case load is the basis of the New Mexico Supreme Court's decision whether to dissolve the court or not.
- **Enter into evidence #2:** The Mayor, and the City Commission chose who would be the public representatives. They chose the City Manager who is head of the executive branch, and an ex-City Commissioner who was part of the legislative branch, and who is the head of the local press, to act as the people's representative. Both have also expressed their desire to do away with the court in city commission meetings.
- **Enter into evidence #3:** Chief of Police, Victor Rodriguez announced that the Truth or Consequences police department had been instructed to cite cases into magistrate court. Probably also to reduce the municipal court case load. This not only takes away officer discretion. It demonstrates the lack of the police force's independence from political pressure, generated by the legislative and executive branches.
- **Enter into evidence #4:** This public hearing is being run according to city commission rules, not giving the committee its head, usurping their independence.
- **Enter into evidence #5:** This public hearing is being held without prior presentation of research or fact findings, making it impossible for the public to make informed decisions, or give informed testimony unless they spend hours doing their own research.
- **Enter into evidence #6:** I quote Mayor Pro-Tem Rolf Hechler saying "clearly we are not getting what we want from the municipal court" reflecting the city's general attitude that the court is not independent and co-equal, but inferior. I request that this committee do what the City Commission should have seemed to before forming this committee, research and findings of fact presented to the public, and then hold another public hearing. I suggest the following be investigated.

- #1: How many New Mexico cities have dissolved their municipal courts? I could find two. Elephant Butte being one of them. I asked for documents in their research, and none were found. Before and after impact in cost to the city, cost to the accused, as well as social justice should be compared. I looked at Aztec's municipal court costs. A city of similar size. They spend about \$200,000 on their municipal court. Similar to the city's cost, minus state grants, and they receive about \$35,000 in fines, \$15,000 more than our municipal court, but we are poorer, less educated, bolder, and have greater drug problems, mental illness, and emotional disturbance. Judge Sanders understands these problems. She has said during her budget explanation that she saves the city a lot of money by working out problems without sending older drug addicted and mentally ill people to jail. Mr. Swingle reported during a May 2020 budget session that the city owed Sierra Vista hospital \$100,000 for medical services for jailed people.

Ron Fenn: 316 N. Foch in T or C. I have been arrested in the town five times, and I have run for city commissioner in this town five times. The only time that I was ever convicted in this town was by Judge Sanders in the municipal court. The four in magistrate court were all dismissed. That says something. Fortunately, the case that I was prosecuted by Mr. Rubin, and was found guilty for was later dismissed with prejudice by the replacement City Attorney. That says something. It was the only time the ordinance I was convicted of was ever charged to anyone. This indicates the kind of thing that goes on, and by the way the four arrests that he had made were all done either by the Deputy Chief or the Chief of Police, never by his city officer. There is something wrong here. I think that the big problem here is the City Commission and the city who hires the City Manager, who hires the Chief of Police is not doing their homework, and hiring the proper people who will serve not the commission, not the city workers, but the people. Protect and serve has lost its meaning. It now means protect and serve those who run the city. Ms. Luna here who has no business being on this commission as far as I'm concerned, who publishes every arrest, and puts people like myself on the front page for crimes that are dismissed, and never reports the dismissals, thereby hurting peoples reputations. There is nothing of value in that kind of justice. People get harmed. Many people. I have been harmed many times, which is why I lost five elections. Thanks to Ms. Luna and her newspaper. These are problems. We have big problems in this town, but getting rid of the municipal court is not going to fix our streets, our water, our sewers or our electric. It's going to do nothing, but create more problems. Recently a case that should have been brought to municipal court was taken to magistrate court as a court case. A crime that I reported, committed against me in an election. It was the violation of my election property of someone stealing signs and defacing them. The city would do nothing about it even though the signs themselves were clearly displayed on a business property. Secondly, a man who is a disabled veteran was charged with throwing some water paint on a couple of campaign signs. He went to magistrate court, and they found him guilty with a \$100 fine, plus \$67 or \$80 in court fees. How much is the city going to get out of that? I don't know, but this is a clear indication of the kind of policing and justice that are here. If you are the wrong person, and if you don't have the ability to stand up and fight, you get fined. If you fight, then you find that you have to make your own justice, and having Mr. Rubin here as a City Attorney for over 25 years is ludacris, and counterproductive as far as I'm concerned. He isn't even a legal aid.

D. CLOSE PUBLIC HEARING:

With no further presentations from the public, Mayor Pro-Tem Hechler closed the public hearing.

E. MEMBER FINAL COMMENTS:

City Manager Swingle: Looking at the data we have received from the courts, I think what the Police Department is trying to do is move cases to the magistrate court to not extend the period of time the cases are held, and if this goes forward, we do the transition, there would be less cases to transfer at that time. I am looking at the data, and it is a bit confusing to me. I think maybe the Judge can clarify a lot of it, and what it means, but looking at the years from 1998 to 2010, 2010 to 2021, and 2021 to 2022... I think fiscal year 2022 is really June 15, 2022 to September 22, 2022. The numbers are kind of all over the map, and I just have a hard time understanding what I'm looking at. In 2021 to 2022 it has 501 cases closed, 35 cases disposed, 39 suspended DL's, 85 deferred on probation, 5 DWI warrants or suspensions, 5 warrants, 8 agreements, and I think probably the most important one is the 76 cases that are pending hearings. June 15, 2022 through September 22, 2022 it looks like there are 61 cases pending from that period. So is it fair to say that we have more the newer cases pending vs. those having had some type of Judaification?

Judge Sanders: Yes, and this is the only way that the software could break it down without giving you just a solid number. That is what Margaret has been working on. It is to see what would be the best format to provide you with. We did go through it while we were preparing the report, and I found it best to go ahead and shorten the deferred time on some of the probationers. They had done very well, and I have the right to do that. On some that had been deferred for 6 months on probation I went and closed some of those out. Going through the files individually, and making sure that we are 100% accurate in what we are doing took a little bit more time, because these are people after all.

City Manager Swingle: Your honor, from 1994 to July 27, 2022 there are 86 outstanding warrants that are in the system currently.

Chief Rodriguez: The only comments I have regarding municipal court is realistically, yes, we did move the cases to magistrate court. I will tell you that the majority of municipal courts in the entire State of New Mexico handle mostly traffic city ordinances. Every so often they get a criminal city ordinance. The majority of the cases that are filed in criminal matters usually always windup in magistrate court for various reasons. They do handle Animal Control, Code Enforcement and traffic violations. The municipal court is handling most of the Animal Control and Code Enforcement cases since we've made the switch over to magistrate court with all of our traffic cases.

Mayor Pro-Tem Hechler: Our Mayor Forrister is not here today. However, since she is a committee member, she will be able to respond at a later date, and that will be included in the packet. We are also accepting a letter from member Klarene Rich who is the Judge's appointee, and that will also be made part of the packet. As far as my final comments go, this is a monetary decision. We pay approximately \$267,000 a year for municipal services and the Municipal Judge. When I made the comment that "clearly we are not getting what we want from the municipal court" I was trying to weight the

services that we receive from the municipal court, and the monetary value of those services. I am not convinced that \$267,000 will cover that. I believe personally that, those funds can be best used for the City of Truth or Consequences in other areas that are needed. That's not to say anything derogative towards Judge Sanders. I have a lot of respect for her. She served this community well, and she's done a good job for this community, and I appreciate her service.

City Manager Swingle: Mayor Pro-Tem, I failed to mention that I have spoken with Judge Brown, and went over kind of what the ballpark caseload was. He is pretty familiar with the case load to some extent, and he felt that his court would have no trouble handling the additional cases that the city would be transitioning over to the magistrate court. He didn't feel like he would need additional staff to do that. He did also indicate an interest in bringing the employee we have in the courts over to magistrate court if that would be necessary.

Judge Sanders: We're talking about the end of my term. Judge Brown will no longer be there. I believe that Judge Lee will be there, and with the way administrative offices of the court work, Judge Brown doesn't have the sole say so as to who is hired. The Administration Office of the Courts (AOC) does. We're talking about something that Judge Brown is certainly in favor of, and he has spoken to me about it as well. He would love to do this, but he will not be the Presiding Judge at that time. In fact, his term is up this December. Let me respond to the comment that was made in quote of "not being happy with the services received so far." Let me say that there is only 1% in this room right now that can go back as far as I can, and that is Mr. Rubin. Mr. Rubin has been the City Attorney as far as I know, and I have been with the court for 31 years. He can attest or not. It is not necessary. There are public records. The court has made decisions in the past that then required the city to take over and follow through. There was money paid for legal representation filed to district court, and at that point something happened. City Managers changed, and City Commissioners changed. There was a shuffling of agendas and priorities, and these cases went stagnant, even so far to develop resolutions and some activity in following up, but then it was dropped. There are about 7 very big cases that went to district court on appeal, and nothing came of it for whatever reason. I am not entitled to know that. I can ask I suppose, for the city or Mr. Rubin to give me some information, but the last one I called Mr. Rubin about happened to be on a citizen who happened to be filed on for a huge mess. Garbage automobiles, etc., and the neighborhood was upset, and rightfully so, because they were trying to sell a property, and that property could not sell because of the neighbors condition. Well anyway, I asked Mr. Rubin what happened there. I had adjudicated this case years ago, and Mr. Rubin informed me that he would have to look into it because that happened at a time when his contract was not renewed, and we had a quite lucrative law firm out of Las Cruces come in, and they didn't know about city ordinances. They were very clear to me that they were not aware that they were going to be representing the city, and the municipal court. They were not familiar with ordinances, and on, and on. To make a long story short, when the public comes into the city to discuss these issues, why are the citizens not being informed that it is public record? They can go to me. I am open to discussing whatever you want to discuss on these cases, but not providing the services is certainly not a valid reason for belief. It isn't. Legal money has been spent by the city to process some of these things, but then there hasn't been any follow up, and that's why we have these cases the way we have them right now. I was told that we have to start over, so here we go. The municipal court has the shortest case processing time possible. We go by the clock, by the statute, by the law, and by the ordinance. Cases

have to be processed within a certain amount of time, and if there are continuances, we have to grant those many times, and we have to grant extensions. COVID really made a big change. We weren't allowed to have the court open to the public. Things had to be done via phone, and a lot of people didn't have a phone etc. etc., so no, the cases that go through municipal court have the shortest time process. I like everything that was said in public comment. It is so accurate, and to the point. I am just not used to defending myself. When Section 35-14-1 and the consolidation of the municipal court to magistrate was pushed, it was pushed so hard that there was no time to develop a real tangible process. I'm going to tell you what my concerns are right now, and nobody knows the answers. That's the problem. When you call around, and they are misinformed, or they don't know, and they are guessing, my concern is the transition of the data, and my concern is the public treatment in magistrate. It will be the end of my term so there is no concern for myself, but it is a concern for my staff, and it is a concern for the public, and how they will be attended to in the magistrate court. Judge Brown would not be the person that would be there to accept these transition processes. You've already invested money in me, and you invested money in the municipal court. I've got 31 years with mandatory annual training, and 93 CEU certifications. The only one who has been here as long as I have is Mr. Rubin. There have been 19 Chief of Police, or their Interims. 7 City Managers, or their Interims. There have also been 7 different City Commissions. It seems odd to me that this is just thrown on the table and said that we're doing this, and nobody can provide information that we can pick up and go with, and that's because it hasn't been done in a court our size. Elephant Butte already had the ability to file in magistrate court. Officers have done that for years until they started developing their city codes, and that's when they had a little bit of a change, but nobody knows what happened, or the process. I am only quoting what I hear, and that is that. Their police department folded up, and they didn't feel that they needed to follow through with the municipal court, but that is here say. I would love to see some tangible records of documents that say here are the courts that have done it, but there's nothing. No cost of what it's going to be. No procedurals, nothing. Even this committee is kind of thrown together based on a very open statute. The statute is not very clear, and I can attest to something. It was pushed through in a hurry. The first time it tried to go through, it tabled, and then it came back with a little more process or procedural instruction that was put in, and I suggest to you that we do the same thing. We need to do some research because the court was never designed to be revenue for the city. We've got hard times in this town. The gun business is thriving, but everything else if you think about it, is not. Look around you, everything such as rent, housing, everything, is struggling. Banks are struggling because of the situation that is happening right now in our community. Drugs are up. Mental health issues are up, and it is not a good place to be. Defunding and dismantling service that works directly with these people can't actually be of service to the public.

Member Luna: I believe this committee, and the function of this public hearing is merely a formality. I believe we all know that the reality of it is that the municipal court is going to close. You have spoken Judge Sanders with the Municipal League, and the Administration Office of the Courts (AOC), as has City Manager Swingle, and this is a formality. The statute was designed for this procedure. I've sat on this Commission as a Commissioner, and when we came to a budget hearing and asked for you to present to us, you presented the needs for your budget during a commission meeting because you could not come to a budget hearing. When we asked you questions about it, you told us the exact same thing. You were not there to answer to the Commission, and you were not there to generate revenue for the city. However, no offence to you, but the

predecessors you are talking about were like family to me. It is the nature to spend. However, this city has bled for too long. There is another means for the law enforcement to adjudicate cases, and that is through magistrate court. You are a resident in this community. There are water leaks right in front of your home, and in your neighborhood, and that \$200,000 may not fix all of the problems, but they will go a long way to solving problems. I think we can beat the horse, but it's dead, and I think we need to put our comments on paper, submit the documents, and move forward so this transition can be as smooth as possible. I have not been here 31 years only because I was a little late, but I have worked with your courts, with you, and with the City Attorney for 25 years in my capacity in the print, and I was honored when the Commission chose me to sit here because I have been on both sides of your bench behind getting the reports for the paper. I have been in teen court. I have seen what the court does, but I think it's time we stop the bleeding, and save the \$260,000.

Judge Sanders: I want to point out to you Frances that no, it is not a done deal. In my wanting to know who had done this before, how did it go, how it worked, and what was the cost, I happened to walk up to Artie Pippen, the Director of AOC, and the President of the Judges Association at the Municipal League. It was a group of people, and I didn't recognize them. They were conversing, and Artie Pippen made the comment that T or C is done, and Judge Allen said "no, the Supreme Court states if this can't even be done after the Judges term is over, and she's got a year and half" then low and behold there in the group was Supreme Court Justice Bacon, and she said "that's right. This is a little premature, but it's not going to happen until her term is up," so it's not done. It was pointed out to me that the decision that the Supreme Court makes is not based on our comments. The comments are mostly for the Commission to know whether they are moving forward or not. What the Supreme Court is going to look at is the situation with magistrate at the time, and if they can handle the case financially, manpower wise, etc., etc. That's what they are going to be looking at before they even do this, so no Jay, you will not have to be there with a brief. So when the public hears you say it's done, no it's not done. You don't have the final say so. The Supreme Court Justice has the final say so, and that will not happen until I'm gone unless you know something about me that I don't. Maybe you know I'm fixing to be squashed or something, but at any rate when the public hears you say this, it's not facts. You told me you operate only on facts, and this is not facts Frances. What we should say is that we are meandering our way into it, but the final say so will be the Justice of the Supreme Court. They have a totally different view of what the municipal court should be, and could be doing. I felt much better after speaking to people at that level. It was really assuring that it is not a matter of you're done because we need the money for the water leaks or for the failing electrical system. I think we've had 31 plus years of these things coming on, and nothing was done. That's what the issue is.

Mayor Pro-Tem Hechler: I would like to give City Attorney Rubin the chance to speak since his name was mentioned several times.

City Attorney Rubin: I am looking at Paragraph C which really governs what we are doing here. We are taking care of number 1 & 2 right now. We are having the public hearing, and hearing testimony. Paragraph 3 states that the advisory committee has to submit a support document which includes recommendation directed to the governing body, so I am anticipating that there will need to be another get together to agree on the report, and the recommendation that will be submitted to the governing body, so I don't know if I really need to weigh in on my legal opinion about the comments that are being

made right now. That will happen when we get together again for our report and recommendations. I have been however taking notes of what has been said from the interested people in the audience, and I appreciate them being here. I am also taking notes from the committee. It may very well be when we come back that I will be responding to some of the comments that have been made.

Chief Rodriguez: I just need to get a couple of things on the record. You are absolutely right Judge. There is nothing that is done until the Supreme Court says it's done, but I am an individual who looks at the statutes, and the intent of that statute gave the governing body a lot. You are absolutely right. It's vague, but you were a part of that, and you've been in New Mexico long enough to know that they change their statutes, all the time and we follow them. That's our job to follow the statute the way it's written, and the way it is written is the way we are following it. A couple of other things I want to talk about is magistrate court. I've dealt with magistrate court not only in this county, but throughout the state, and to hear about public treatment in the magistrate court is completely absurd. Magistrate court has always been to me, a court that has been very respectful to the community. As a matter of fact, that's where a majority of cases start with both misdemeanor and the federal level. That is who you have to see, so to imply that if we were to close the municipal court, the magistrate court would somewhat treat the public differently is absurd. That is absolutely absurd because he has never seen any issues here or throughout New Mexico with magistrate court. We have had all of our traffic cases, a majority of our misdemeanor cases, and our felony cases over there. So, to hear any implication that magistrate court is going to be somewhat less to hold somebody's constitutional rights different than the municipal court is completely absurd. I want to also comment on what was said earlier about the balance of powers. The municipal court is a judicial branch, but just because it is gone, doesn't mean that there isn't a balance of power. You still have the district court who over sees the entire state. If there was an issue with an executive or legislative branch, and somebody felt that they had broken some type of procedural process or there was an issue, municipal court wouldn't even have jurisdiction over that anyway. They are a court of limited jurisdiction on certain things. So, to say if the municipal court were to go, and those remedies would be gone is incorrect. That is not true because district court is still out there, and there are some matters that magistrate court could hear as well. I can tell you right now, the time that I have been the Chief of Police for the City of Truth or Consequences, and speaking to officers who have been here longer than I have, the effectiveness of the municipal court is not to par with magistrate court. If you guys know me, you know that I am a traffic writing individual. I like going out there and enforce traffic laws. We have written thousands of citations to go to the municipal court, and the magistrate court, and the level of effectiveness on how quickly cases go through the system is day and night in comparison to magistrate court and municipal court. There is no if, ands, or buts about it. The cases are getting adjudicated and being processed. Not only for the benefit of the defendant, because I firmly believe in defendants' rights, but for the defendant not having to sit around and wait months to hear from the court. I look at the numbers, and I know where the numbers are at. I want to also make it clear that it is very difficult when people talk about data, and ask why we don't have this data, and where is it at? Well, it is very difficult to get the data when you can't access it. I have always had what I consider to be a positive relationship with Judge Sanders, but she is the Queen of her castle. She is an elected official, and she runs municipal court. We can only get the data that she allows us to get. We've asked for it. We spoke to her, and she stated that there was a software issue with the conversion of the data. I have yet, or anybody in the city has yet to step into municipal court and review that data, and

go through it. I just want to make it clear that we have attempted to get this data. We've asked for it. This is what was provided to us. It is in the format based on the software that the Judge stated was what they could produce. It is not that we have not asked for it. I will tell you right now that we have code enforcement cases from last year in municipal court so this perception that the court is going through this six-month rule is inaccurate. People got notices for some of these cases, and were calling the police department to ask why they are barely going to court on this when they got a citation in August or even last year. It is inaccurate to say that people are going through the system as effectively as they are in magistrate court, and that's the way I look at it. I look at it as if this is in fact approved by the Supreme Court. This is a better efficient use of public monies, and it speeds up the system to allow these cases to go through the system and get heard. We have not had any issues in magistrate court, and yes Judge Brown is not going to be there, but I think the Judge answered her own question. It doesn't matter if it is Judge Brown or Judge Lee. It is ultimately going to be up to the Supreme Court to decide, so at the end of the day I think that it is in the best interest of public monies, and the best interest of the residents of Truth or Consequences, or anybody who comes into contact that the municipal court close, and everything go to the magistrate court. It only makes sense. We are too small of a community to have two courts. It just doesn't make sense to have them both.

City Manager Swingle: I have to agree with Chief Rodriguez on the treatment of magistrate court. The magistrate court judges are from here. They too are in tuned with the community. Magistrate court has been a fine court in all jurisdictions of New Mexico. With respect of the financial side of it. We only have a set pot of money. It is a limited pot of money, and the city has to use that money in the best means possible, and if we can save \$267,000 a year, or thereabout, and we can defer these cases to another court, and use this money elsewhere, its proven to do so. It's proven to look at this organization. We have growing needs in this community, and our revenues are not growing in sync with the needs that are out there, so we have to decide as an organization how that money is best to be used, and from my perspective, it is a pretty simple step if you can get a court of record to hear your cases, and it doesn't cost you anything, then you can use that money for better uses in the city. That is absolutely the thing to do.

Judge Sanders: One thing in response to Mr. Swingle, do we know what it is going to cost? My information is that there is going to be a cost that the city is going to have to pick up. It may not be the cost that you have now, but there is going to be a cost. How much? We don't know, because nobody has researched that. Are you familiar with the request of public records process Chief Rodriguez?

Chief Rodriguez: Yes I am.

Judge Sanders: Have you filed one with me to come in and go through records? I offered that before. I said that you are welcome to file a records request, and I can let you in the system, or I can let you print out whatever you want. I haven't received that, so we are struggling to give you this early on in the process, and give you a ball park figure. That is why this was sent to you the way it was. Now let me explain something, and I did this at the commission meeting that you are speaking about Frances. There are cases that we have that were docketed by one of our newer clerks. She was not aware that the cases were not processable. Why? Because Code Enforcement took the file, filed the necessary paperwork for it to come into Municipal Court to be docketed.

That's all the girl looked at, and she was not aware of the attachment that supported what she was seeing. Yes, we saw the returned receipt, and we visited with the individual and warned them about property issues, but those documents were signed and put away in the prior Code Enforcement Officers file. They were dated 2019 and 2021, and nobody did a follow up to say, ok I'm filing now. I need to do the whole packet. I'm not disparaging magistrate court. What I'm saying are facts. You're a newbie here. I operate next with magistrate pretty closely, and I watch what they do. Do you think for a moment that they are going to do what we do and call your office and say, will Code Enforcement please take a look at these documents, and either correct them or dismiss them. We're in the middle right now. We have these files that we've asked Code Enforcement what they want to do with them. Magistrate court will close it. There's no call or consideration for the time, effort, and money that has been spent to get this re-done. Understand, that I am not disparaging magistrate court, but when it comes to being in a meeting, and understanding what has happened because its being spoken about, no, they don't have the time to do the extra conversation with the individuals and consideration. Nothing like that. That's her concern. She comes from old school. When she started in municipal court Judge Hawkins would not allow someone to come through that front door without them being given the best service possible, and that's where I'm at. Maybe that's gone with defunding and dismantling. You are used to working in Metropolitan areas like Santa Fe, and Albuquerque. We're in T or C. I have experience. Very different experience from yours. Mine are more alongside of the community that we have right now, and the citizens in this community. That's where I am at. I don't have a foot out the door and give elaborate words for things that I'm not familiar with. What I tell you, you can check over. So, like I said, six months yes, those are the records I told you were in my possession at the court waiting for somebody to decide if you are really filling or not. I'm not accepting something that was filed two months ago with the supporting data of a year and a half ago. I'm not going to do it. Sorry. Call it whatever you want to, but that's not going to happen.

Mayor Pro-Tem Hechler: Thank you Judge Sanders.

Chief Rodriguez: The IPRA wasn't made by me. It was made through Ms. Alvarez when we asked for these documents. As far as magistrate court, they do that all the time with the officers. They do call the officers all the time if there are any errors or anything they believe needs to be fixed. I just want to make it clear. What I was talking about with code enforcement has nothing to do with the old Code Enforcement Officer. It has to do with our current Code Enforcement Officer, but besides that, magistrate court here in Sierra County provides excellent customer service to both the defendant, and the plaintiff. They are approachable, and they have access to it. According to statute, you mentioned about how we were going to pay for this, but if you look at Subsection f, and if in fact this is passed, it clearly states on there the fees for each municipal ordinance violation. It states very clearly as to what is remitted to the state, and the judicial fees. The only thing that the municipalities get is the correction fees, and that is in the statute under Subsection f, unless you are aware of any other statutes, but I have not seen any.

Judge Sanders: There has been no research. I'm not talking about the fees that have already been made by statute. I'm talking about the transitional fees. The software. The staff. We don't know what's going to happen. We don't know what fees the city is will be responsible for. I talked to the administrator of the jail about what the contract involved between the city and the jail, and she said that the city pays the bill for every file that the municipal police department does, and every arrest that they make and process, and

they also pay the hospital bill that comes with that. Do you know how many people on that list belong to municipal court, about 1%.

Chief Rodriguez: Just for clarification purposes Judge, that is incorrect. Our contract with the county is very clear, and it is by state statute, and covered by Attorney General Opinion that the municipality only pays for inmates who are arrested on municipal charges. If you charge somebody under magistrate court for any state charge, the county is responsible for that charge, and that is the majority of our filings, arrests, and warrants that come out of a state court. The county by statute is required to pay that, not the municipality, and that is the way that it has always been. So, for instance assault and battery, municipal court has an ordinance for that, but so does the state statute, which is the reason a majority of the cases do not go to municipal court. 9 times out of 10 the state statute is used, which therefore it will go to magistrate court, and the state covers the cost of it. That's how it works, and that's how it always has worked throughout the entire state. It's been like that since 1960.

City Attorney Rubin: I think we should discuss how we want to move forward. I know we can't go into specifics, but the next responsibility is to submit the report, including the recommendations. Do we want to schedule another time for the committee to get together? What is the pleasure of the committee?

Mayor Pro-Tem Hechler: I suggest that we confer with the members that are not here, as well as the City Manager, and come up with a time and date that we want to meet again. It seems like we had some difficulties the last time, and we had to change dates a few times, so what we will do is talk with everybody to see what is most convenient, and we will publish the date and meet again to take the next step.

Judge Sanders: I am struggling with information that is not factual, and in front of me, saying this is what I'm talking about. I would like to have this next meeting scheduled when that information is provided, and it is facts. I know that Chief has said that he's worked all over the state, and he knows that all of the magistrate courts are the same, and he knows that cases are moving, but I'd like to see facts. That's what I operate on. Not here say, or personal opinion. It has to be something that I get. Anything that says look here it is.

Mayor Pro-Tem Hechler: If I recall the process, we are to hold one public hearing which we've had. I don't anticipate another public hearing. At the conclusion of this hearing, we will submit a report to the governing body which will be the City Commission. We will gather this information that we have today, and now, and we will present that to the Commission for a final disposition on whether or not we are going to go the Supreme Court. We will try and represent the facts as best as we can, but I don't know if there will be further research done in order to do that or not. We will figure that out, and see how the report looks.

City Manager Swingle: What facts are we talking about?

Judge Sanders: Things that are being quoted. For example, the things that the Chief is stating timewise. Things that are putting the court in some people's opinion that we are not providing the service to the city in a manner that is expected by the city. That's an accusation that technically falls under standards, but if there are those accusations, I think that I am entitled to see it.

Mayor Pro-Tem Hechler: Judge Sanders if I may, this is not a formal hearing. We didn't get sworn in. Many people represented themselves here whether they did the research to get the facts or not. They represented themselves to what they believe is true. I don't think anybody here lied or made any fabrications. We all tried to give the best information that we had based upon the opinions that we had, and that's what this was about today. If we need to do further research, I guess we can determine that with our Attorney, but other than that I think that we should put our report together.

Chief Rodriguez: Just for record purposes since my last day is Friday, and the Police Chief is part of the Committee, I have Lt. Venable here who will be serving as the interim Police Chief and he is here for any hearings that occur after that.

F. ADJOURNMENT:

Mayor Pro-Tem Hechler adjourned the meeting at 10:06 a.m.



RESOLUTION NO. 69 21/22

A RESOLUTION WHEREBY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES HEREBY EXPRESSES ITS INTENT TO DESIGNATE THE SIERRA COUNTY MAGISTRATE COURT AS THE COURT HAVING JURISDICTION OVER THE CITY OF TRUTH OR CONSEQUENCES CODE OF MUNICIPAL ORDINANCES

WHEREAS, the Governing Body of the City Truth or Consequences, met in a regular meeting on June 22, 2022, at 9:00 am, in the Commission Chambers at 405 West 3rd Street in Truth or Consequences, New Mexico 87901; and

WHEREAS, the purpose of this Resolution is to comply with the provisions of New Mexico State Statute §35-14-1, N.M.S.A. (1978); and

WHEREAS, the City of Truth or Consequences has enacted and maintained a body of ordinances known as the Code of Ordinances, City of Truth or Consequences, New Mexico (See Ordinance Section 1-1); and

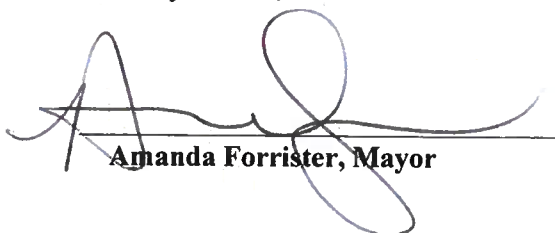
WHEREAS, New Mexico State Statute §35-14-1(B) N.M.S.A. (1978) permits the governing body of a municipality to pass a Resolution whereby the governing body expresses its intent “to designate the Magistrate Court in which the municipality is located as the court having jurisdiction over municipal ordinances”, and

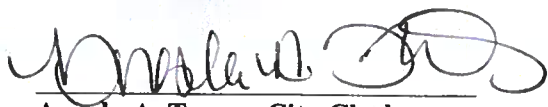
WHEREAS, upon adoption of this Resolution, the City Commission intends to follow the procedures described in §35-14-1, N.M.S.A. (1978), which may ultimately allow the City Commission to adopt an Ordinance to designate the Sierra County Magistrate Court as the court having jurisdiction over municipal ordinances.

NOW THEREFORE, be it resolved that the City Commission of the City of Truth or Consequences hereby expresses its intent to designate the Sierra County Magistrate Court as the court having jurisdiction over the City of Truth or Consequences Code of Municipal Ordinances.

PASSED, APPROVED AND ADOPTED this 22nd day of June, 2022.

ATTEST:


Amanda Forrister, Mayor


Angela A. Torres, City Clerk



RESOLUTION NO. 69 21/22

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WHEREAS, the City of Truth or Consequences has enacted and maintained a body of ordinances known as the Code of Ordinances, City of Truth or Consequences, New Mexico (See Ordinance Section 1-1); and

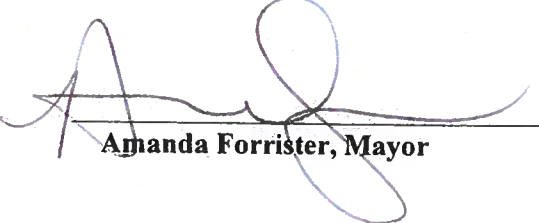
WHEREAS, New Mexico State Statute §35-14-1(B) N.M.S.A. (1978) permits the governing body of a municipality to pass a Resolution whereby the governing body expresses its intent "to designate the Magistrate Court in which the municipality is located as the court having jurisdiction over municipal ordinances", and

WHEREAS, upon adoption of this Resolution, the City Commission intends to follow the procedures described in §35-14-1, N.M.S.A. (1978), which may ultimately allow the City Commission to adopt an Ordinance to designate the Sierra County Magistrate Court as the court having jurisdiction over municipal ordinances.

NOW THEREFORE, be it resolved that the City Commission of the City of Truth or Consequences hereby expresses its intent to designate the Sierra County Magistrate Court as the court having jurisdiction over the City of Truth or Consequences Code of Municipal Ordinances.

PASSED, APPROVED AND ADOPTED this 22nd day of June, 2022.

ATTEST:


Amanda Forrister, Mayor


Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #:
H.1

SUBJECT: Resolution No. 21 22/23 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: January 3, 2023

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Kristie Wilson, Finance Director

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

Recommendation:

Approval Resolution No. 21 22/23 Budget Adjustment Requests for Fiscal Year 2022-2023

Attachments:

Resolution No 21 22/23

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 1-11-2023



RESOLUTION NO. 21 22/23

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2022-2023.

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 2022-2023; and

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

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

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

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

PASSED, ADOPTED and APPROVED this 11th day of January, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2022-23 1/11/2023
DFA Resolution Number: 21 22/23
BAR NUMBER 6

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	Airport	509-4403-34416	Jet Fuel Sales	Revenue	\$ 100,000	\$ 40,000.00	\$ -	\$ 140,000	Increase due to revenue received higher than expected
2	General Fund	101-1099-37371	Donations	Revenue	\$ 675	\$ 1,280.00		\$ 1,955	Increase to account for donations received
2	General Fund	101-1006-48598	Professional Services	Expense	\$ 15,000	\$ 1,280.00		\$ 16,280	Increase to use donation revenue
3	PD Donations	298-2103-37394	PD Donations	Revenue	\$ 500	\$ 4,172.00		\$ 4,672	Increase to account for donations received
3	PD Donations	298-2103-45607	Misc Expense	Expense	\$ 6,449	\$ 4,172.00		\$ 10,621	Increase to use donation revenue
4	Senior Grants	304-4903-32010	State Agency on Aging	Revenue	\$ -	\$ 100,000.00		\$ 100,000	SJOA Grant to plan, design, construct, & improve parking area, including repaving.
4	Senior Grants	304-4903-47415	Maint. Repairs Grounds & Roadways	Expense	\$ -	\$ 100,000.00		\$ 100,000	SJOA Grant to plan, design, construct, & improve parking area, including repaving.
4	Senior Grants	304-4903-32314	Equipment Vehicle Reimbursement	Revenue	\$ 152,000	\$ 84,000.00		\$ 236,000	SJOA Grant to purchase & equip passenger vehicles.
4	Senior Grants	304-4903-80810	Equipment Vehicle	Expense	\$ 147,346	\$ 84,000.00		\$ 231,346	SJOA Grant to purchase & equip passenger vehicles.
5	Library	294-5003-32394	State in Aid	Revenue	\$ 18,635	\$ 15,383.00		\$ 34,018	State Grant in Aid to Public Library FY22/23
5	Library	294-5003-44613	Non-Capital Items	Expense	\$ 40,817	\$ 15,383.00		\$ 56,200	State Grant in Aid to Public Library FY22/23
6	General Fund	101-1099-32380	Local/State Grants	Revenue	\$ -	\$ 213,000.00		\$ 213,000	Grant to construct and equip playground and park improvements for Ralph Edwards Park
6	General Fund	101-1009-80845	Capital Improvements Equipment	Expense	\$ -	\$ 213,000.00		\$ 213,000	Grant to construct and equip playground and park improvements for Ralph Edwards Park
								\$ -	
								\$ -	

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Amanda Forrister, Mayor

(Date)

DOCUMENT #1



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2022-2023 Period Ending: 12/31/2022

Fund: 509 - Muni Airport Revenue

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<u>509-4403-30420</u>	GOVERNMENTAL TAX - 5%-AIRPORT	6,000.00	6,000.00	0.00	3,408.44	0.00	-2,591.56	56.81 %
<u>509-4403-34348</u>	HANGER RENTALS-AIRPORT	35,000.00	35,000.00	1,110.00	9,005.00	0.00	-25,995.00	25.73 %
<u>509-4403-34375</u>	RENTS/ROYALTIES-AIRPORT	1,500.00	1,500.00	250.00	1,500.00	0.00	0.00	100.00 %
<u>509-4403-34411</u>	T HANGAR RENT	9,400.00	9,400.00	0.00	3,190.00	0.00	-6,210.00	33.94 %
<u>509-4403-34414</u>	AVIATION FUEL SALES-AIRPORT	65,000.00	65,000.00	0.00	25,419.75	0.00	-39,580.25	39.11 %
<u>509-4403-34415</u>	OIL SALES-AIRPORT	200.00	200.00	0.00	0.00	0.00	-200.00	0.00 %
<u>509-4403-34416</u>	JET FUEL SALES-AIRPORT	100,000.00	100,000.00	0.00	93,355.10	0.00	-6,644.90	93.36 %
<u>509-4403-36373</u>	INTEREST INCOME	35.00	35.00	0.00	36.09	0.00	1.09	103.11 %
<u>509-4403-37380</u>	MISCELLANEOUS REVENUE	0.00	25,120.00	0.00	25,119.73	0.00	-0.27	100.00 %
Revenue Total:		217,135.00	242,255.00	1,360.00	161,034.11	0.00	-81,220.89	66.47%
Fund: 509 - Muni Airport Total:		217,135.00	242,255.00	1,360.00	161,034.11	0.00	-81,220.89	66.47%
Report Total:		217,135.00	242,255.00	1,360.00	161,034.11	0.00	-81,220.89	66.47%

DOCUMENT #2



Truth or Consequences

My Detail Report Account Detail

Date Range: 07/01/2022 - 12/28/2022

Account		Name				Beginning Balance	Total Activity	Ending Balance
Fund: 101 - General								
101-1099-37371		DONATION				0.00	-1,955.00	-1,955.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
09/21/2022	GLPKT15562	JN05516		8/08/22 DONATION MILLER 34343 TO 3			-260.00	-260.00
09/21/2022	GLPKT15562	JN05516		9/02/22 DONATION HART 34343 TO 37			-100.00	-360.00
09/21/2022	GLPKT15562	JN05516		9/06/22 DONATION ISENHART 34343 T			-200.00	-560.00
09/21/2022	GLPKT15562	JN05516		7/22/22 DONATION BERSTECHER 34343			-35.00	-595.00
09/21/2022	GLPKT15562	JN05516		9/15/22 DONATION KELLEY 34343 TO 3			-50.00	-645.00
09/21/2022	GLPKT15562	JN05516		8/24/22 DONATION BERSTECHER 34343			-30.00	-675.00
09/29/2022	CLPKT06936	R00278876		ANIMAL SHELTER DONATION - MORGA			-50.00	-725.00
10/04/2022	CLPKT06950	R00279470		ANIMAL SHELTER DONATION- BERSTEC			-30.00	-755.00
10/19/2022	CLPKT06983	R00281148		ANIMAL SHELTER DONATION- PORTILLO			-50.00	-805.00
12/07/2022	CLPKT07097	R00286622		ANIMAL SHELTER 12.6.22 DONATION W			-1,000.00	-1,805.00
12/12/2022	CLPKT07114	R00287048		ANIMAL SHELTER DONATION PICTURES			-150.00	-1,955.00
Total Fund: 101 - General:						Beginning Balance: 0.00	Total Activity: -1,955.00	Ending Balance: -1,955.00
Grand Totals:						Beginning Balance: 0.00	Total Activity: -1,955.00	Ending Balance: -1,955.00

BAR Res. No. 11 22/23
9/28/22

675.00

1,280

My Detail Report

Date Range: 07/01/2022 - 12/28/2022
Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
101 - General	0.00	-1,955.00	-1,955.00
Grand Total:	0.00	-1,955.00	-1,955.00

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, September 29, 2022 10:12 AM
To: Manning, Tara; Kerin Salcedo
Subject: DONATION ANIMAL SHELTER FW: Receipt #R00278876
Attachments: Xerox Scan_09292022092506.PDF

Hi Tara,

Can you please change the AR Code on the donation form to DON.

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

From: noreply@tylerhost.net <noreply@tylerhost.net>
Sent: Thursday, September 29, 2022 9:46 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00278876

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

DATE : 9/29/2022 10:40 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00278876

ANPND ANIMAL POUND FEES

ANIMAL SHELTER 9.28.22 84.25

101-1099-34343 -84.25

DON CITY DONATION

ANIMAL SHELTER DONATION - MORGAN- SHELTER NEEDS 9.28.22 50.00

101-1099-37371 -50.00

Check 50.00 REF:3013

Cash 84.25



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- ANPND

Your personal information is kept confidential.

Name: Steven Morgan

Mailing Address: 23 North St

City: Kingston State: NH Zip: 88042

Email: nta

Phone: (923) 836-9972

Donation Information

Total Amount Enclosed: \$ 50.00

Please circle one of the following:

☒ Check

☐ Cash

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

Please specify use of donation:

☒ Animal Shelter Needs or other

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

Signature: didn't want to sign

Receipt Number: 987401

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 9/28/2022

* sad to finance *

Kerin Salcedo

From: LeClair, Chelsea
Sent: Tuesday, October 04, 2022 8:17 AM
To: Kerin Salcedo; Procurement; Manning, Tara
Cc: Sonya Renfro; Kirkpatrick, Carol
Subject: NIMAL SHELTER DONATION- BERSTECHER - SHELTER NEEDS 10/3/2022 FW: Receipt #R00279470
Attachments: Xerox Scan_10042022080310.PDF

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

From: noreply@tylerhost.net <noreply@tylerhost.net>
Sent: Tuesday, October 4, 2022 8:13 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00279470

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

DATE : 10/4/2022 9:11 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00279470

ANPND ANIMAL POUND FEES

ANIMAL SHELTER 10.3.22 173.51

101-1099-34343 -173.51

DON CITY DONATION

ANIMAL SHELTER DONATION- BERSTECHER - SHELTER NEEDS 10/3/2022 30.00

101-1099-37371 -30.00

Check 30.00 REF:2800

Check 54.25 REF:101

Cash 119.26



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Joy Berstecher

Mailing Address: 2335 S Broadway TRK 28

City: TNC State: NM Zip: 87901

Email: N/A

Phone: N/A

Donation Information

Total Amount Enclosed: \$ 30.00 ck # 2800

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: [Signature] Did not want to sign

Receipt Number: 987413

Donation Received

Name: Jessica Bowles

Signature: [Signature]

Date: 10/03/2022

PLEASE EMAIL TO FINANCE

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, October 19, 2022 10:37 AM
To: Kerin Salcedo; Kirkpatrick, Carol; Procurement; Manning, Tara
Subject: ANIMAL SHELTER DONATION 10/18/22W: Receipt #R00281148
Attachments: Xerox Scan_10192022092223.PDF

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, October 19, 2022 10:29 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00281148

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

DATE : 10/19/2022 11:25 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00281148

DON CITY DONATION

ANIMAL SHELTER DONATION- PORTILLO- SHELTER NEEDS 10.18.22 50.00

101-1099-37371 -50.00

ANPND ANIMAL POUND FEES

ANIMAL SHELTER 10/18/2022 89.68

101-1099-34343 -89.68

Check 50.00 REF:1108

Check 27.13 REF:121

Cash 62.55



Truth or Consequences Animal Shelter

Donation Form

Donor Information

Your personal information is kept confidential.

Name: Barbara Portillo

Mailing Address: 611 Marr St.

City: Turc State: NM Zip: 87901

Email: _____

Phone: (575) 740-8497

Donation Information

Total Amount Enclosed: \$ 50.00 # 1108

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: [Signature]

Receipt Number: 987457

Donation Received

Name: Mark B. Hopkins

Signature: [Signature]

Date: 10-17-2022

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, December 07, 2022 9:19 AM
To: Kerin Salcedo; Wilson, Kristie
Cc: Manning, Tara
Subject: ANIMAL SHELTER 12.6.22 DONATION WILLIAMS EUBANKFW: Receipt #R00286622
Attachments: Xerox Scan_12072022082947.PDF

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, December 7, 2022 9:18 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00286622

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

DATE : 12/7/2022 10:13 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00286622

DON CITY DONATION

ANIMAL SHELTER 12.6.22 DONATION WILLIAMS EUBANK- SHELTER NEEDS 1000.00

101-1099-37371 -1000.00

ANPND ANIMAL POUND FEES
ANIMAL SHELTER 12.6.22 80.00
101-1099-34343 -80.00

Check 1000.00 REF:1169
Cash 80.00



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Susan Eubanks

Mailing Address: 2959 Columbia St #12

City: San Diego State: CA Zip: 92103

Email: n/a

Phone: n/a

Donation Information

Total Amount Enclosed: \$ 1000.00

Please circle one of the following:

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

Please specify use of donation:

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

Signature: mailed check (see attached letter)

Receipt Number: 987560

Donation Received

Name: Tara Manning

Signature: [Signature]

Date: 12/6/2022

PLEASE EMAIL TO FINANCE

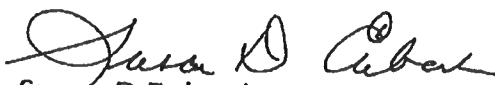
November 16, 2022

Sierra Animal Shelter
1607 N Date Street
Truth or Consequences NM 87901

Please accept this donation of \$1,000.00 in memory of my brother,
William Eubanks, a former resident of TorC who passed away July 1,
2021.

Thank you

Sincerely


Susan D Eubanks

Kerin Salcedo

From: LeClair, Chelsea
Sent: Monday, December 12, 2022 9:52 AM
To: Manning, Tara; Kerin Salcedo; Wilson, Kristie; Sonya Renfro
Subject: ANIMAL SHELTER DONATION PICTURES W SANTA FW: Receipt #R00287048
Attachments: Xerox Scan_12122022091012.PDF

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Monday, December 12, 2022 9:50 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00287048

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

DATE : 12/12/2022 10:48 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00287048

ANPND ANIMAL POUND FEES

ANIMAL SHELTER 12.10.22 169.00

101-1099-34343 -169.00

DON CITY DONATION

ANIMAL SHELTER DONATION PICTURES W SANTA 12.10.22 150.00

101-1099-37371 -150.00

Check 109.00 REF:2082

Check 60.00 REF:1903

Cash 150.00



Truth or Consequences Animal Shelter

Donation Form

Donor Information

AR CODE- DON

Your personal information is kept confidential.

Name: Pictures with Santa

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone: _____

Donation Information

Total Amount Enclosed: \$ 150.00

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: n/a

Receipt Number: 987564

Donation Received

Name: Tara Manning

Signature: T.M.

Date: 12/10/2022

PLEASE EMAIL TO FINANCE

DOCUMENT #3



Truth or Consequences

My Detail Report

Account Detail

Date Range: 07/01/2022 - 12/28/2022

Account	Name					Beginning Balance	Total Activity	Ending Balance
Fund: 298 - PD Donations								
298-2103-37394								
PD DONATIONS						0.00	-4,171.76	-4,171.76
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/22/2022	CLPKT06732	R00271018		WALMART ANNUAL SCHOOL SUPPLY D			-977.00	-977.00
11/17/2022	CLPKT07052	R00284321		SHOP W A COP/FRONT OFFICE DONATI			-39.76	-1,016.76
11/22/2022	CLPKT07062	R00284873		SIERRA ELECTRIC COOP - SHOP W COP			-400.00	-1,416.76
11/29/2022	CLPKT07076	R00285505		POLICE-DONATION-KRIKOS FAMILY FUN			-150.00	-1,566.76
11/29/2022	CLPKT07076	R00285505		POLICE-DONATION- EKMAR - SHOP WIT			-100.00	-1,666.76
11/29/2022	CLPKT07076	R00285505		POLICE-DONATION- FREEMAN- SHOP W			-100.00	-1,766.76
11/29/2022	CLPKT07076	R00285505		POLICE-DONATION- CITIZEN'S BANK- SH			-100.00	-1,866.76
11/30/2022	CLPKT07081	R00285605		POLICE DONATION - DESERT SPRINGS L			-750.00	-2,616.76
12/01/2022	CLPKT07084	R00285772		POLICE DONATION SHOP W/ A COP- SIE			-200.00	-2,816.76
12/07/2022	CLPKT07097	R00286623		POLICE DONATION SHOP W COP ROTAR			-100.00	-2,916.76
12/08/2022	CLPKT07102	R00286765		POLICE SHOP W A COP 12.7.22 SALCED			-100.00	-3,016.76
12/14/2022	CLPKT07123	R00287381		POLICE DONATION SHOP W A COP SIER			-200.00	-3,216.76
12/14/2022	CLPKT07123	R00287381		POLICE DONATION SHOP W A COP FRAT			-500.00	-3,716.76
12/14/2022	CLPKT07123	R00287381		POLICE DONATION SHOP W A COP FRO			-105.00	-3,821.76
12/15/2022	CLPKT07126	R00287535		POLICE DONATION ELEPHANT BUTTE VF			-150.00	-3,971.76
12/19/2022	CLPKT07133	R00287848		POLICE 12/16/2022 SHOP W A COP BU			-100.00	-4,071.76
12/19/2022	CLPKT07133	R00287848		POLICE 12/16/2022 SHOP W A COP NO			-100.00	-4,171.76
Total Fund: 298 - PD Donations:						Beginning Balance: 0.00	Total Activity: -4,171.76	Ending Balance: -4,171.76
Grand Totals:						Beginning Balance: 0.00	Total Activity: -4,171.76	Ending Balance: -4,171.76

My Detail Report

Date Range: 07/01/2022 - 12/28/2022

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
298 - PD Donations	0.00	-4,171.76	-4,171.76
Grand Total:	0.00	-4,171.76	-4,171.76

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

Truth or Consequences
Police Department

7/22/2022
AR-Code PRINT

Na DATE : 7/22/2022 11:15 AM
Wi OPER : CL
TRBY : CI
TERM : 9
REC# : R00271016

WALMART PD DONATIONS (MISC. DONATIONS) 977.00
WALMART ANNUAL SCHOOL SUPPLY DONATION DR
298 2103-37394 977.00
Cash 977.00

APPLIED 977.00
TENDERED 977.00
CHANGE 0.00

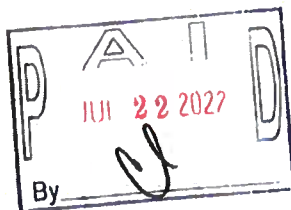
Port mber	Other Service	Cash	Check	Money Order	Total
	Donation	\$ 977.00			\$ 977.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Totals		\$ 977.00	\$ -	\$ -	\$ 977.00

						Ending Drawer		
Check / Money Order						100.00	1	100.00
50.00	0	0.00				50.00	0	0.00
20.00	0	0.00				20.00	29	580.00
10.00	2	20.00				10.00	8	80.00
5.00	3	15.00				5.00	32	160.00
2.00	0	0.00				2.00	0	0.00
1.00	14	14.00				1.00	106	106.00
0.50	0	0.00				0.50	0	0.00
0.25	2	0.50				0.25	4	1.00
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			\$0.00	0.01	0	0.00

Cash Totals		\$50.00
Check Totals		
Total		\$50.00

Cash Totals		\$1,027.00
Check Totals		\$0.00
Totals		\$1,027.00

Less Cash Box	50.00
Deposit	\$977.00



Amelia

Truth or Consequences

Donation Form

Donor Information

Your personal information is kept confidential.

Name: Walmart Annual School Supply Donation Drive

Mailing Address: 2001 HR Ashbaugh

City: Truth or Consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____

Donation Information

Total Amount Enclosed: \$ \$977.00

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 School Supply Drive

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

Receipt Number: 672127

Donation Received

Name: America Nunez

Signature: America Nunez

Date: 07/22/2022

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, November 17, 2022 9:30 AM
To: Knull, Deanna; Martinez, Maribel; Kerin Salcedo; Procurement
Subject: FW: Receipt #R00284321

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Thursday, November 17, 2022 9:28 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00284321

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

DATE : 11/17/2022 10:09 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00284321

PDDMC PD DONATIONS (MISC DONATIONS)

SHOP W A COP/FRONT OFFICE DONATION JAR 11.16.22 39.76

298-2103-37394 -39.76

PRINT PRINTING & COPYING FEES

POLICE 11.16.22 13.00

101-1099-34346 -13.00

Check 4.00 REF:1312

Cash 48.76

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Front Office Donation Jar

Mailing Address: 507 McAdoo St.

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____ 575-894-1204 _____

Signature: _____

Donation Information

Total Amount Enclosed: \$ 39.76

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: _____ 245018 _____

Donation Received

Name: Deanna Knull

Signature: Deanna K Knull

Date: 11/16/2022

Kerin Salcedo

From: LeClair, Chelsea
Sent: Tuesday, November 22, 2022 8:59 AM
To: Kerin Salcedo; Martinez, Maribel; Knull, Deanna
Subject: FW: Receipt #R00284873
Attachments: Xerox Scan_11222022083025.PDF

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Tuesday, November 22, 2022 8:58 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00284873

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

DATE : 11/22/2022 9:56 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00284873
PDDMC PD DONATIONS (MISC DONATIONS)
SIERRA ELECTRIC COOP - SHOP W COP 11.21.22 400.00
298-2103-37394 -400.00

Check 400.00 REF:790510

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Sierra Electric Cooperative

Mailing Address: PO Box 290

City: Elephant Butte State: NM Zip: 87935

Email: _____

Phone: _____ 575-744-5231 _____

Signature: _____
_____ Mailed Check _____

Donation Information

Total Amount Enclosed: \$ 400.00

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: _____ 245020 _____

Donation Received

Name: Deanna Knull

Signature: Deanna K Knull

Date: 11/21/82022

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, December 28, 2022 8:35 AM
To: Kerin Salcedo
Subject: DONATION

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

DATE : 11/29/2022 10:55 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00285505
PDDMC PD DONATIONS (MISC DONATIONS)
POLICE-DONATION- FREEMAN- SHOP WITH A COP 11/28/2022 100.00
298-2103-37394 -100.00

PDDMC PD DONATIONS (MISC DONATIONS)
POLICE-DONATION- CITIZEN'S BANK- SHOP WITH A COP 11/28/2022 100.00
298-2103-37394 -100.00

PDDMC PD DONATIONS (MISC DONATIONS)
POLICE-DONATION- EKMAR - SHOP WITH A COP 11/28/2022 100.00
298-2103-37394 -100.00

PDDMC PD DONATIONS (MISC DONATIONS)
POLICE-DONATION-KRIKOS FAMILY FUNERAL HOME SHOP WITH A COP 11/28/2022 150.00
298-2103-37394 -150.00

Check 100.00 REF:6430 FREEMAN
Check 100.00 REF:106171 CITIZENS
Check 100.00 REF:132080 EKMAR
Check 150.00 REF:37568 KIRIKOS

Best Regards
Chelsea LeClair
Utility Supervisor/Account Receivable
505 Sims Street
Truth or Consequences NM 87901
Phone: 575-740-7722
Fax: 575-894-0569
cleclair@torcnm.org

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Ekmar Abstract & Title Co.

Mailing Address: PO Box 4000

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: 575-894-7886

Signature: _____ Mailed Check #132080

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: 245024

Donation Received

Name: Deanna Knull

Signature: Deanna K. Knull

Date: 11/29/2022

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Kirikos Family Funeral Home

Mailing Address: 303 N. Cedar St

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: 575-894-2574

Signature: _____ Mailed Check #37568

Donation Information

Total Amount Enclosed: \$ 150.00

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: 245025

Donation Received

Name: Deanna Knull

Signature: Deanna K Knull

Date: 11/29/2022

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Citizen's Bank

Mailing Address: PO Box 2108

City: Las Cruces State: NM Zip: 88004-2108

Email: _____

Phone: 575-647-4100

Signature: _____ Mailed Check #106171

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: 245023

Donation Received

Name: Deanna Knull

Signature: Deanna Knull

Date: 11/29/2022

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Patrick & Andrea Freeman

Mailing Address: 1243 Marie St.

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: 575-894-7739

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: Deanna Knull

Signature: Deanna K Knull

Date: 11/29/2022

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, November 30, 2022 9:21 AM
To: Kerin Salcedo; Martinez, Maribel; Kerin Salcedo
Subject: POLICE DONATION FW: Receipt #R00285605
Attachments: Xerox Scan_11302022090031.PDF

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

From: noreply@incodet.tylerhosting.cloud <noreply@incodet.tylerhosting.cloud>
Sent: Wednesday, November 30, 2022 9:19 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00285605

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

DATE : 11/30/2022 10:17 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00285605

PDDMC PD DONATIONS (MISC DONATIONS)

POLICE DONATION - DESERT SPRINGS LUTHERAN CHURCH-SHOP W COP 11.29.22 750.00

298-2103-37394 -750.00

PRINT PRINTING & COPYING FEES

POLICE 11.29.22 3.00

101-1099-34346 -3.00

Check 3.00 REF:19521784011

Check 750.00 REF:6909

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: _____ Mailed Check #6909 _____

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: _____ 245028 _____

Donation Received

Name: Deanna Knull

Signature: Deanna K Knull

Date: 11/29/2022

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, December 01, 2022 10:15 AM
To: Kerin Salcedo; Martinez, Maribel; Knull, Deanna; Wilson, Kristie
Subject: POLICE DONATION FW: Receipt #R00285772
Attachments: Xerox Scan_12012022100003.PDF

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Thursday, December 1, 2022 10:14 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00285772

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

DATE : 12/1/2022 11:12 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00285772

PDDMC PD DONATIONS (MISC DONATIONS)

POLICE DONATION SHOP W/ A COP- SIERRA CO SHERIFF POSSE 11.30.22 200.00

298-2103-37394 -200.00

PRINT PRINTING & COPYING FEES

POLICE 11.30.22 4.00

101-1099-34346 -4.00

Check 200.00 REF:2449

Cash 4.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Sierra Co. Sheriff's Posse

Mailing Address: 601 Rodeo Rd

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____ Mailed Check #2449 _____

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: 245030

Donation Received

Name: Deanna Knull

Signature: Deanna Knull

Date: 11/30/2022

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, December 07, 2022 9:32 AM
To: Wilson, Kristie; Kerin Salcedo; Martinez, Maribel; Knull, Deanna
Subject: POLICE DONATION SHOP W COP ROTARY OF TORC 12.6.22 FW: Receipt #R00286623

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, December 7, 2022 9:31 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00286623

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

DATE : 12/7/2022 10:26 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00286623

PRINT PRINTING & COPYING FEES

POLICE 12.6.6.22 63.50

101-1099-34346 -63.50

PDDMC PD DONATIONS (MISC DONATIONS)

POLICE DONATION SHOP W COP ROTARY OF TORC 12.6.22 100.00

298-2103-37394 -100.00

Check 100.00 REF:5082

Check 3.00 REF:113500207

Check 3.00 REF:113500702

Check 4.00 REF:1940494313

Check 3.00 REF:1969065262

Check 3.00 REF:1969428012

Cash 47.50

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Rotary Club of Truth or Consequences

Mailing Address: PO Box 1762

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____ Check #5082 _____

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: 245044

Donation Received

Name: Deanna Knull

Signature: Deanna Knull

Date: 12/06/2022

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, December 08, 2022 9:37 AM
To: Kerin Salcedo; Wilson, Kristie; Martinez, Maribel; Knull, Deanna
Subject: RE: POLICE SHOP W A COP 12.7.22 SALCEDOFW: Receipt #R00286765
Attachments: Xerox Scan_12082022091959.PDF

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

From: LeClair, Chelsea
Sent: Thursday, December 8, 2022 9:33 AM
To: Kerin Salcedo <ksalcedo@torcnm.org>; Wilson, Kristie <kwilson@torcnm.org>; Martinez, Maribel <MMartinez@torcnm.org>; Knull, Deanna <dknull@torcnm.org>
Subject: POLICE SHOP W A COP 12.7.22 SALCEDOFW: Receipt #R00286765

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Thursday, December 8, 2022 9:32 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00286765

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

DATE : 12/8/2022 10:30 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00286765

PRINT PRINTING & COPYING FEES

POLICE 12.7.22 3.00

101-1099-34346 -3.00

PDDMC PD DONATIONS (MISC DONATIONS)

POLICE SHOP W A COP 12.7.22 SALCEDO 100.00

298-2103-37394 -100.00

Cash 103.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Karen Salcedo

Mailing Address: _____

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: 245046

Donation Received

Name: Deanna Knull

Signature: Deanna K Knull

Date: 12/07/2022

Kerin Salcedo

From: LeClair, Chelsea
Sent: Wednesday, December 14, 2022 10:48 AM
To: Manning, Tara; Kerin Salcedo; Wilson, Kristie
Subject: DONATION SHOP W A COP FW: Receipt #R00287381
Attachments: Xerox Scan_12142022095157.PDF

Good Morning,

Three donations

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Wednesday, December 14, 2022 10:12 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00287381

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

DATE : 12/14/2022 10:46 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00287381

PRINT PRINTING & COPYING FEES

POLICE 12.13.22 10.00

101-1099-34346 -10.00

PDDMC PD DONATIONS (MISC DONATIONS)

POLICE DONATION SHOP W A COP FRATERNAL ORDER OF EAGLES 12.13.22 500.00

298-2103-37394 -500.00

PDDMC PD DONATIONS (MISC DONATIONS)

POLICE DONATION SHOP W A COP FRONT OFFICE JAR 2.13.22 105.00

298-2103-37394 -105.00

PDDMC PD DONATIONS (MISC DONATIONS)

POLICE DONATION SHOP W A COP SIERRA COUNTY MEN'S GOLF ASSOCTATION 12.13.22 200.00

298-2103-37394 -200.00

Check 200.00 REF:331

Check 500.00 REF:1025

Cash 115.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Sierra County Men's Golf Association

Mailing Address: _____

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____ Delivered Check # 331 _____

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: 245056

Donation Received

Name: Deanna Knoll

Signature: Deanna Knoll

Date: 12/13/2022

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Front Office Jar

Mailing Address: 507 McAdoo

City: Truth or consequences State: NM Zip: 87901

Email: _____

Phone: _____

Signature: _____ Front Office Jar _____

Donation Information

Total Amount Enclosed: \$ 105.00

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: Deanna Knull

Signature: Deanna Knull

Date: 12/13/2022

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Fraternal Order of Eagles

Mailing Address: PO Box 43

City: Caballo State: NM Zip: 87930

Email: _____

Phone: _____

Signature: _____ Delivered Check # 1025 _____

Donation Information

Total Amount Enclosed: \$ 500.00

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: _____ 245053 _____

Donation Received

Name: Deanna Knull

Signature: Deanna K Knull

Date: 12/13/2022

Kerin Salcedo

From: LeClair, Chelsea
Sent: Thursday, December 15, 2022 9:20 AM
To: Kerin Salcedo; Wilson, Kristie; Martinez, Maribel; Knull, Deanna
Subject: POLICE DONATION ELEPHANT BUTTE VFW POST #1389 SHOP W COP 12.14.22 FW: Receipt #R00287535
Attachments: Xerox Scan_12152022085154.PDF

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Thursday, December 15, 2022 9:18 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00287535

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

DATE : 12/15/2022 10:16 AM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00287535

PRINT PRINTING & COPYING FEES

POLICE 12.14.22 5.00

101-1099-34346 -5.00

PDDMC PD DONATIONS (MISC DONATIONS)

POLICE DONATION ELEPHANT BUTTE VFW POST #1389 SHOP W COP 12.14.22 150.00

298-2103-37394 -150.00

Check 150.00 REF:4426

Cash 5.00

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Elephant Butte VFW Post #1389

Mailing Address: PO Box 469

City: Elephant Butte State: NM Zip: 87935

Email: _____

Phone: _____

Signature: _____ Mailed Check 4426 _____

Donation Information

Total Amount Enclosed: \$ 150.00

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: 245057

Donation Received

Name: Deanna Knull

Signature: Deanna Knull

Date: 12/14/2022

Kerin Salcedo

From: LeClair, Chelsea
Sent: Monday, December 19, 2022 10:41 AM
To: Kerin Salcedo; Wilson, Kristie; Martinez, Maribel; Knull, Deanna
Subject: SHOP W A COP FW: Receipt #R00287848

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

From: noreply@incode.tylerhosting.cloud <noreply@incode.tylerhosting.cloud>
Sent: Monday, December 19, 2022 10:40 AM
To: LeClair, Chelsea <CLeClair@torcnm.org>
Subject: Receipt #R00287848

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

DATE : 12/19/2022 11:38 AM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00287848
PDDMC PD DONATIONS (MISC DONATIONS)
POLICE 12/16/2022 SHOP W A COP BUCKLEY 100.00
298-2103-37394 -100.00

PDDMC PD DONATIONS (MISC DONATIONS)
POLICE 12/16/2022 SHOP W A COP NOEL 100.00
298-2103-37394 -100.00

Check 100.00 REF:7914
Check 100.00 REF:1724

Truth or Consequences

Donation Form

Donor Information

AR-Code PDDMC

Your personal information is kept confidential.

Name: Steve Buckley

Mailing Address: PO Box 264

City: Elephant Butte State: NM Zip: 87935

Email: _____

Phone: _____

Signature: _____ Delivered Check #1742 _____

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: 245061

Donation Received

Name: Deanna Knull

Signature: Deanna H. Knull

Date: 12/16/2022

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: _____ Delivered Check # 7914 _____

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: 245060

Donation Received

Name: Deanna Knull

Signature: Deanna Knull

Date: 12/16/2022

DOCUMENT #4

Kerin Salcedo

From: Traci Alvarez
Sent: Wednesday, December 21, 2022 1:45 PM
To: Wilson, Kristie; Kerin Salcedo
Subject: SJOA Grant Agreements
Attachments: Capital Appropriation A22G2017.pdf; Capital Appropriation A22G2018.pdf

Good Afternoon Kristie,
Please see attached fully executed SJOA grant agreements for the following:

SJOA T OR C KEN JAMES SR CTR PKG LOT RPLC \$100,000
SJOA T OR C SENIOR CTR VEH PRCHS \$84,000

I am not sure if Carol already put these in the budget. If not, they will need to be added as well. City is Fiscal Agent for these agreements, and it will be on a reimbursable expense. I process all Notice of Obligations, purchases and reimbursement request for them. If you have any questions, please let me know.

Traci

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



Kerin Salcedo

From: Traci Alvarez
Sent: Thursday, December 22, 2022 11:31 AM
To: Procurement; Wilson, Kristie
Cc: Otero, Ruby; Kerin Salcedo; Gardner, Tammy
Subject: Change Order funding Source
Attachments: Change Order-PO - 77026.docx; PO 77026 CREATIVE CMO.pdf; NOO #1 G2018.pdf; Capital Appropriation A22G2018.pdf

Good Morning,

Please see the attached change order request pertaining to PO 77026. Due to time constraints SJOA will be using different grant funds recently allocated to cover the cost of this vehicle in addition to using the Junior funds for any overages. I have attached the applicable grant agreement and approved NOO from the State. No change to costs/PO total amount, only a description change for funding reference. Please let me know if you have any questions or need further clarification.

Thank you,
Traci

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



**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:** 77026**Date:** 10/13/2022**Requisition #:** 88564**Vendor #:** 8827

ISSUED TO: CREATIVE BUS SALES, INC
Attn: BRENT ROY
5760 PINO AVE NE
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		MOBILITY TRANSPORT VAN	304-4903-80810		0.00	92,090.00
NM STATE PRICE AGREEMENT 00-00000-20-00087							
KEN JAMES SENIOR CENTER APPROPRIATIONS							
GRANT AGREEMENT A21F2059							
JUNIOR BILL AGREEMENT 6510000000 22/23							
COMMISSION APPROVED 10/12/2022							

Chief Purchasing Office

Date:

10/13/22

Director of Finance:

Requisition approved electronically.

SUBTOTAL:	92,090.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	92,090.00

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

X

City Manager



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: 12/22/2022

PO#: 77026

VENDOR: Creative Bus Sales

PO LINE ITEMS & AMOUNT(S) BEING INCREASED/DECREASE:

INCREASE/DECREASE line 01 TOTAL: \$ N/A

INCREASE/DECREASE line 02 TOTAL: \$ N/A

PO TOTAL BEFORE INCREASE/DECREASE: \$ N/A

PO TOTAL AFTER INCREASE/DECREASE: \$ N/A

JUSTIFICATION FOR INCREASE/DECREASE:

PO INCREASE/DECREASE(s) due to: N/A – No change to cost – Please change Grant Agreement number from A21F2059 to Grant Agreement number A22G2018

CHANGE ORDER SUBMITTED BY NAME & DIVISION:

Name of Submitter – Traci Alvarez

City of Truth or Consequences, Name of Department – Community Development

PURCHASING DEPARTMENT USE ONLY

Date Approved: Click here to enter a date.

Approved by: Click here to enter text.

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: 12/22/2022

TO: Department Representative: Barbara Romero
FROM: Grantee: City of Truth or Consequences
Grantee Official Representative: Traci Alvarez

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: A22G2018
Grant Termination Date: 6/30/2024

As the designated representative of the Department for Grant Agreement number A22G2018 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor:	<u>Creative Bus Sales</u>
Third Party Obligation Amount:	<u>82,090.00</u>
Vendor or Contractor:	<u></u>
Third Party Obligation Amount:	<u></u>
Vendor or Contractor:	<u></u>
Third Party Obligation Amount:	<u></u>

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable):	<u>84,000</u>
The Amount of this Notice of Obligation:	<u>84,000</u>
The Total Amount of all Previously Issued Notices of Obligation:	<u>0.00</u>
The Total Amount of all Notices of Obligation to Date:	<u>84,000</u>

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: Adam Saavedra
Title: Financial Coordinator
Signature: [Signature]
Date: 12/22/22

Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MobilityTRANS

Vehicle #4



Creative Bus Sales

State of New Mexico GSD

Price Agreement #: 00-00000-20-00087

FY 2022

Preparer: Brent Roy

Base Model

MobilityTRANS X2C

Base Model Price: \$ 57,428.00

Options: \$ 31,646.00

CBS Specialty Options: \$ -

Unpublished Options: \$ 895.00

Delivery from Mfr to NM: \$ 2,121.00

MobilityTRANS

County Delivery Cost / Select Location -

Vehicle Length	Lift Position	WC Positions	Total # Passengers	COL Required
21	Rear	1	5	No

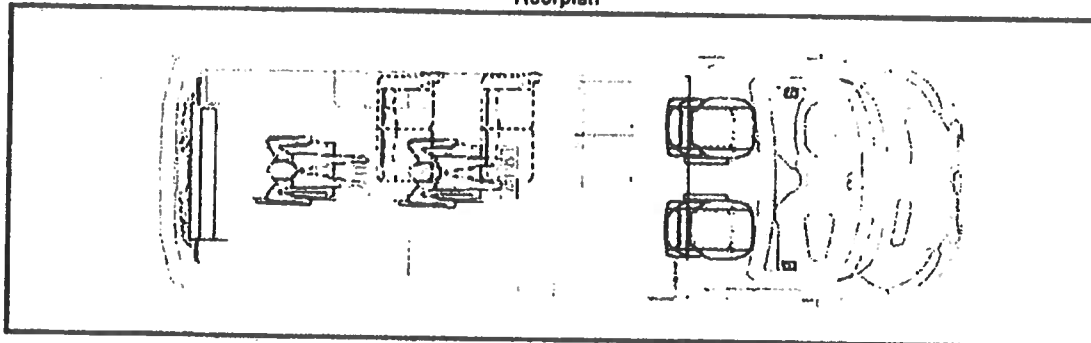
QTY Vehicles: 1 Total Contract Price: \$ 92,090.00

Per Vehicle Price: \$ 92,090.00

Customer Info

Customer:	Sierra Joint Office on Aging
Address:	360 West 4th St, Truth or Consequences, NM 87901
Contact:	Lisa Mattingly
Office Phone:	575-297-4006
Mobile Phone:	
E-Mail:	finance_sjoa@seniorcenter-sjoa.org

Floorplan





Creative Bus Sales

Base Model Features

Vehicle #4 - MobilityTRANS X2C

Vehicle and Equipment Description	Qty
CONVERSION ONLY	
1350 Med Roof 148WB Sliding Door 9000# GVWR	
1 Wheelchair On 148" Wheel Base - Wagon Without Seats	1
1 Passenger GO-ES With 3 Point Should Belt - 16" Wide	1
2 Passenger GO-ES With 3 Point Shoulder Belt - 32" Wide	1
Flush Mounted Horizontal L-Tracks, Per Wheelchair Location	1
Upgrade To Braun 1000lb 34" Century 2	1
Stainless Steel Assist Pole At Right Entry	1
ADA Sign Package - Emergency Exit, No Smoking, Low Clearance, Preferred Seating	1
Front End Alignment	1
Splash Guards - Front Set Only	1
ACC Rear Floor Heater And Booster Pump 65,000 BTU	1
Weight Calculation	1
MobilityTrans Extended Warranty	1

**OPTIONS**

Vehicle #4 - MobilityTRANS X2C

Qty	Description	FY 2021 List Price	QTY Total
1	High Roof	\$ 4,218.00	\$ 4,218.00
1	ACC Heat/Cool Stand-Alone 45K BTU Cool/45K BTU Heat (Replaces aux heater)	\$ 5,875.00	\$ 5,875.00
1	Bus Style Entry Door (must upgrade to High Roof)	\$ 6,750.00	\$ 6,750.00
1	Interlock For Bus Door - Door Will Not Open When In Drive, Van Will Not Shift Out Of Park When Door Is Open	\$ 262.00	\$ 262.00
1	Eco Boost V6	\$ 1,750.00	\$ 1,750.00
1	Daytime Running Lights	\$ 55.00	\$ 55.00
-1	Add Single Passenger GOES seat	\$ 462.00	\$ (462.00)
2	Add two Passenger GOES folowaway Seat (wheel well mount)	\$ 1,091.00	\$ 2,182.00
1	Safety Kit - 5LB fire extinguisher, first aid kit, Triangle Reflectors	\$ 143.00	\$ 143.00
1	Badily Fluid Clean Up Kit	\$ 48.00	\$ 48.00
1	Belt Cutter	\$ 10.00	\$ 10.00
2	TDSS Tie Down Storage (Per Wheel Chair)	\$ 95.00	\$ 190.00
1	Upgrade to 22' All Wheel Drive (USX)	\$ 10,625.00	\$ 10,625.00
Subtotal Manufacturer Options:			\$ 31,646.00

**CBS UNPUBLISHED OPTIONS**

Vehicle #4 - MobilityTRANS X2C

Qty	Description	FY 2021 List Price	QTY Total
1	Additional Wheelchair position	\$ 895.00	\$ 895.00
		Subtotal CBS Unpublished Options:	\$ 895.00



Barbara Romero, CPB Bureau Chief, 505-365-3660 barbara.romero@altsd.nm.gov
Connie Garcia, CPB Projects Coordinator, 505-487-3730 connie.garcia@altsd.nm.gov
Elizabeth Chavez, CPB Projects Coordinator 505-365-3804 elizabeth.chavez@altsd.nm.gov

ROUTING SLIP

Project No.: A22G2018

Project Description: Truth or Consequence - Vehicle Purchase

Checklist for creating & reviewing Capital Projects Bureau Grant Agreements

- ☐ Scope of Work: Confirmed; scope of work conforms with Legislative intent. (INITIALS) Connie Garcia, cg
- ☐ Accurate Header information—Grant Agreement No., Project Title, Grantee
- ☐ All highlighted variable information is accurate
- ☐ The Text Formatting is correct—paragraphs, indents, etc.
- ☐ The Citation paragraph number is accurate - \$ Amount—Project Type
- ☐ The **Special Grant Conditions Type** - None N/A cg (INITIALS)
- ☐ The **Special Grant Conditions Type** information is accurate and was met. N/A cg (INITIALS)
- ☐ The **Executive Order Conditions** were met (details):
 - ☐ Financial Quarterly Report UFC Form /DATE DFA/LGD (INITIALS)
 - ☐ Approved Budget UFC Form /DATE DFA/LGD (INITIALS)
- ☐ The **SBOF Conditional Release of Funds** were met. _____/DATE _____ (INITIALS) _____ (DATE)
Details: _____

NAME	INITIALS	DATE REVIEWED
Capital Projects Bureau	<u>CG</u>	<u>11/15/2022</u>
CFO (Pre-Grantee Signature)	<u>VJ</u>	<u>11/18/22</u>
Legal Counsel (Pre-Grantee Signature)	<u>A M</u>	<u>11/18/2022</u>

Grantee's Signature: [Signature] Date Sent _____ Date Received _____

~~~~~

- ☐ I certify that no changes have been made since the first review (CPB's initials) \_\_\_\_\_ Date \_\_\_\_\_

Cabinet Secretary Signature: \_\_\_\_\_ Date \_\_\_\_\_

Comments by reviewer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Please contact the Capital Projects Bureau staff listed above if you have immediate questions or concerns. Thank you.

**STATE OF NEW MEXICO  
AGING AND LONG-TERM SERVICES DEPARTMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into this by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and **City of Truth or Consequences**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the **Laws of 2022, Chapter 53, Section 5, Paragraph 16** the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

**WHEREAS**, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

**AGREEMENT**

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

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

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

**A22G2018    \$84,000.00    APPROPRIATION REVERSION DATE: 30-JUN-2024**

Laws of 2022, Chapter 53, Section 5, Paragraph 16, **eighty-four thousand dollars \$84,000.00** the "Appropriation Amount" to purchase and equip passenger vehicles for the Ken James senior center in Truth or Consequences in Sierra County.

The Grantee's total reimbursements shall not exceed eighty-four thousand dollars \$84,000.00 the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, which equals eighty-four thousand dollars \$84,000.00.

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

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [OPTIONAL LANGUAGE: Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

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

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of

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

a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: City of Truth or Consequence  
Name: Crystal Walton  
Title: Executive Director, Sierra Joint Office on Aging  
Address: 360 W. 4<sup>th</sup> Ave.  
Email: cwalton@seniorcenter-sjoa.org  
Telephone: 575-894-6641

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

Grantee: City of Truth or Consequence  
Name: Traci Alvarez  
Title: Assistant City Manager  
Address: 401 MacAdoo St., Truth or Consequences, NM 87901  
Email: talvarez@torcnm.org  
Telephone: 575-952-0565

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

Department: Aging and Long-Term Services Department  
Name: Barbara J. Romero  
Title: Capital Projects Bureau Chief  
Address: 2550 Cerrillos Road Santa Fe, NM 87505  
Email: [barbara.romero@state.nm.us](mailto:barbara.romero@state.nm.us)  
Telephone: 505-365-3660

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

**A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

**B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

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

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

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

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

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

**D. Corrective Action Plan in the Event of Suspension**

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

**ARTICLE VII. AMENDMENT**

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

**ARTICLE VIII. REPORTS**

**A. Database Reporting**

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

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

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

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

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

**C. Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

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



**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

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

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

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Grantee may immediately terminate this Agreement by giving Contractor written notice of such termination. The Grantee's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Grantee or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Grantee or the Department."

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

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

"This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Grantee may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Grantee only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

#### **XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

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

#### **ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

CITY OF TRUTH OR CONSEQUENCE

City of Truth or Consequences  
Signature of Official with Authority to Bind Grantee

Rolf Hechler  
Entity Name

By: Rolf Hechler  
(Type or Print Name)

Its: Mayor Pro Tem  
(Type or Print Title)

December 14, 2022  
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: Katrina Hotrum Lopez

Its: Cabinet Secretary or Designee

12/20/2022  
Date

**MONTHLY REPORT** ☐

**PROJECT TITLE:**

**PAY REQUEST NO.**

Grantee: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_ DATE: \_\_\_\_\_  
Grant Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Preparer's Name & Phone Number \_\_\_\_\_

**Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.**

Bonds Sold ☐ Plan/Design ☐ Bid Documents ☐ Construction Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other (Phase specify in separate section) ☐

**Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)**

**VENDOR INVOICE DETAIL (Attach extra sheet if needed)**

Grant Amount: \_\_\_\_\_  
 AIPP Amount (if applicable) \_\_\_\_\_  
 Funds Requested to Date: \_\_\_\_\_  
 Amount Requested This Payment: \_\_\_\_\_  
 Grant Balance: \_\_\_\_\_

**FINAL REPORT** ☐**Fiscal Year Expenditure Period Ending**  
(check one)

(Jan-Jun) ☐

4th Dec **Flood Year**[illegible]

**Amount Requested This Payment:**

- ☐ **MONTHLY REPORT:** I hereby **certify** that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in **compliance** with all other applicable requirements.
- ☐ **FINAL REPORT:** I hereby **certify** that the aforementioned Capital Outlay Project funds have been completed and **funds** were **expended** in accordance with all requirements of the Grant Agreement, and in **compliance** with all other applicable state/regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- ☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued **and** signed prior to reimbursement request.

**CERTIFICATION:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Grantee Fiscal Officer Signature &amp; Printed Name

Grantee Representative Signature &amp; Printed Name (Prepared)

## STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agrees with the above submitted information.

### ALTSO Fiscal

Date \_\_\_\_\_

### AI TSO Can Help Projects Succeed

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**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third-party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

1 Administrative and/or Indirect Cost -- generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g., penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



**ATTACHMENT A  
SPECIAL CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's most recent published audit. The Special Conditions identified below apply to the authorized agent, Grantee.

The Grantee was not required to provide sufficient documentation after reviewing the Grantee's most recent published audit file. Therefore, the criteria to enter into this agreement have been met.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**PROJECT DESCRIPTION FORM**  
**SCOPE OF WORK (SOW)**

(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:** City of Truth or Consequences as they will own the vehicles  
2. **Project Title:** Resurface parking areas of Senior Center  
TOR C SENIOR CTR VEH PRCHS \$84,000.00  
3. **Grant Agreement Number:** A22G2018

4. **Background Narrative:**

The current transportation vehicles are year 2001-2014 and more expensive repairs are being incurred with increasing frequency. Newer vehicles tend to be more fuel efficient.

5. **Work Plan:**

When the contracts are signed and finalized, we will get updated quotes to purchase to vehicles to replace two of the current vehicles. Executive Director Crystal Walton will work with the City of Truth or Consequences for the purchase orders to order the vehicles.

6. **Budget Detail:**

| <b>Project Cost Activities</b> <i>(These are only examples.<br/>Insert activities specific to the proposed project.)</i> | <b>Other Funds</b> | <b>State Funds</b> |
|--------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|
| Vehicle Purchase                                                                                                         |                    | \$84,000           |
| Other Costs (specify)                                                                                                    |                    |                    |
| AIPP (if applicable)                                                                                                     |                    |                    |
| <b>Totals</b>                                                                                                            |                    | <b>\$84,000</b>    |

7. **Performance Measures:**

After purchase order is obtained from the City or Truth or Consequences Finance Dept., order submitted and received, Executive Director will verify the vehicle is suitable to our purposes.

8. **Results Expected:**

Reduction of the number of accidents (slips, falls and minor fender benders) occurring in the parking lot putting seniors at risk of injury when visiting the senior center.

9.

|                                                                                                                                                                                                                                 |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Time Frame/ Milestones:</b> Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame milestones.<br>(These are only examples Insert milestones specific to the proposed project.) |            |
| Quotes Secured and Approved                                                                                                                                                                                                     | Month 1    |
| Equipment and Furnishings Ordered                                                                                                                                                                                               | Month 1    |
| Meals Equipment - Purchase and Install                                                                                                                                                                                          | Month 2    |
| Equipment - Purchase and Install                                                                                                                                                                                                | Month 3    |
| Submit <u>Exhibit I - Monthly / Final Report Form &amp; Request for Payment</u> according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement                                                 | Months 1-3 |

**10. Responsible Staff (include Project Manager and Fiscal Contact):**

Name: Crystal Walton  
Title: Executive Director, Sierra Joint Office on Aging  
Address: 360 W. 4<sup>th</sup> Ave.  
Email: cwalton@seniorcenter-sjoa.org  
Phone: 575-894-6641

Name: Traci Alvarez  
Title: Assistant City Manager  
Address: 401 MacAdoo St., Truth or Consequences, NM 87901  
Email: talvarez@torcnm.org  
Phone: 575-952-0565

**NOTICE:** The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.



Barbara Romero, CPB Bureau Chief, 505-365-3660 [barbara.romero@altsd.nm.gov](mailto:barbara.romero@altsd.nm.gov)  
Connie Garcia, CPB Projects Coordinator, 505-487-3730 [connie.garcia@altsd.nm.gov](mailto:connie.garcia@altsd.nm.gov)  
Elizabeth Chavez, CPB Projects Coordinator 505-365-3804 [elizabeth.chavez@altsd.nm.gov](mailto:elizabeth.chavez@altsd.nm.gov)

## ROUTING SLIP

Project No.: A22G2017

Project Description: City of Truth or Consequence - Resurface Parking Area

### Checklist for creating & reviewing Capital Projects Bureau Grant Agreements

- ☒ Scope of Work: Confirmed; scope of work conforms with Legislative intent. (INITIALS) Connie Garcia, cg
- ☒ Accurate Header information—Grant Agreement No., Project Title, Grantee
- ☒ All highlighted variable information is accurate
- ☒ The Text Formatting is correct—paragraphs, indents, etc.
- ☒ The Citation paragraph number is accurate - \$ Amount—Project Type
- ☒ The **Special Grant Conditions Type** - None N/A cg (INITIALS)
- ☒ The **Special Grant Conditions Type** information is accurate and was met. N/A cg (INITIALS)
- ☒ The **Executive Order Conditions** were met (details):
  - ☒ Financial Quarterly Report UFC Form /DATE DFA/LGD (INITIALS)
  - ☒ Approved Budget UFC Form /DATE DFA/LGD (INITIALS)
- ☒ The **SBOF Conditional Release of Funds** were met. \_\_\_\_\_ /DATE \_\_\_\_\_ (INITIALS) \_\_\_\_\_ (DATE)  
Details: \_\_\_\_\_

NAME

INITIALS

DATE REVIEWED

Capital Projects Bureau

CG

11/15/2022

CFO (Pre-Grantee Signature)

VJ

11/18/22

Legal Counsel (Pre-Grantee Signature)

AM

11/18/2022

Grantee's Signature: [Signature]

Date Sent: \_\_\_\_\_

Date Received \_\_\_\_\_

- ☐ I certify that no changes have been made since the first review (CPB's initials) \_\_\_\_\_ Date \_\_\_\_\_

Cabinet Secretary Signature: \_\_\_\_\_ Date \_\_\_\_\_

Comments by reviewer:

\*Please contact the Capital Projects Bureau staff listed above if you have immediate questions or concerns. Thank you.

**STATE OF NEW MEXICO  
AGING AND LONG-TERM SERVICES DEPARTMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into this by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and City of Truth or Consequences, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2022, Chapter 53, Section 5, Paragraph 15 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

**WHEREAS**, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

**AGREEMENT**

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

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

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

**A22G2017    \$100,000.00    APPROPRIATION REVERSION DATE: 30-JUN-2026**

Laws of 2022, Chapter 53, Section 5, Paragraph 15, one hundred thousand dollars, \$100,000.00 the "Appropriation Amount", to plan, design, construct and improve parking areas, including repaving, for the Ken James senior center in Truth or Consequences in Sierra County.

The Grantee's total reimbursements shall not exceed one hundred thousand dollars, \$100,000.00 the "Appropriation Amount" minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, which equals one hundred thousand dollars, \$100,000.00.

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

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [OPTIONAL LANGUAGE: Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

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

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of

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

a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: City of Truth or Consequence  
Name: Crystal Walton  
Title: Executive Director, Sierra Joint Office on Aging  
Address: 360 W. 4<sup>th</sup> Ave.  
Email: cwalton@seniorcenter-sjoa.org  
Telephone: 575-894-6641

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

Grantee: City of Truth or Consequence  
Name: Traci Alvarez  
Title: Assistant City Manager  
Address: 401 MacAdoo St., Truth or Consequences, NM 87901  
Email: [talvarez@torcnm.org](mailto:talvarez@torcnm.org)  
Telephone: 575-952-0565

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

Department: Aging and Long-Term Services Department  
Name: Barbara J. Romero  
Title: Capital Projects Bureau Chief  
Address: 2550 Cerrillos Road Santa Fe, NM 87505  
Email: [barbara.romero@state.nm.us](mailto:barbara.romero@state.nm.us)  
Telephone: 505-365-3660

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**



**A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

**B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

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

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

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

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

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

**D. Corrective Action Plan in the Event of Suspension**

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

**ARTICLE VII. AMENDMENT**

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

**ARTICLE VIII. REPORTS**

**A. Database Reporting**

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

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

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

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

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

**C. Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

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

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

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

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Grantee may immediately terminate this Agreement by giving Contractor written notice of such termination. The Grantee's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Grantee or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Grantee or the Department."

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

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

"This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Grantee may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Grantee only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

#### **XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

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

#### **ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

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

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

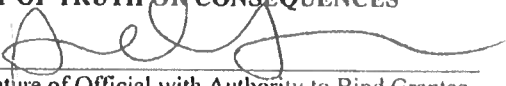
C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable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

**[THIS SPACE LEFT BLANK INTENTIONALLY]**



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

**CITY OF TRUTH OR CONSEQUENCES**

  
Signature of Official with Authority to Bind Grantee

City of Truth or Consequences  
Entity Name

By: Amanda Forrister  
(Type or Print Name)

Its: Mayor  
(Type or Print Title)

December 14, 2022  
Date

**AGING AND LONG-TERM SERVICES DEPARTMENT**

Katrina Holsum-Lopez  
By:

Its: Cabinet Secretary or Designee

12/20/2022  
Date

**MONTHLY REPORT** ☐ **PROJECT TITLE:** \_\_\_\_\_ **PAY REQUEST NO.** \_\_\_\_\_  
(Due on the last day of the month)

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

**Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)**

**VENDOR INVOICE DETAIL** (Attach extra sheet if needed)

| <b>Date of Invoice</b>                | <b>Vendor Name</b> | <b>Amount of Invoice</b> | <b>Amount Applicable to This Grant?</b> |
|---------------------------------------|--------------------|--------------------------|-----------------------------------------|
|                                       |                    |                          |                                         |
|                                       |                    |                          |                                         |
|                                       |                    |                          |                                         |
|                                       |                    |                          |                                         |
|                                       |                    |                          |                                         |
|                                       |                    |                          |                                         |
|                                       |                    |                          |                                         |
| <b>Amount Requested This Payment:</b> |                    |                          |                                         |

- CERTIFICATION:** Under penalty of law, I hereby **certify** to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with **NM** State Procurement Code NMISA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Grantee Representative Signature &amp; Printed Name (Preparer)

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

Date \_\_\_\_\_

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third-party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g., penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**ATTACHMENT A  
SPECIAL CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's most recent published audit. The Special Conditions identified below apply to the authorized agent, Grantee.

The Grantee was not required to provided sufficient documentation after reviewing the Grantee's most recent published audit file. Therefore, the criteria to enter into this agreement have been met.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**PROJECT DESCRIPTION FORM**

**SCOPE OF WORK (SOW)**

*(Please email this completed form to ALTSD in MS Word format)*

1. **Name of Grantee/ Fiscal Agent:** Should be City of Truth or Consequences as they own the land
2. **Project Title:** Resurface parking areas of Senior Center  
TOR C KEN JAMES SR CTR PKG LOT RPLC \$100,000.00
3. **Grant Agreement Number:** A22G2017
4. **Background Narrative:**

The current parking lot has eroded leaving pot holes and loose gravel causing several slips and falls each year. We have also experienced minor auto accidents due to the faded lines.

**5. Work Plan:**

Remove existing asphalt/pavement, process basecourse, set grade. Lay 2 inch asphalt mat in parking lot, install striping, curb stops and signage.

**6. Budget Detail:**

| <b>Project Cost Activities</b> <i>(These are only examples. Insert activities specific to the proposed project.)</i> | <b>Other Funds</b> | <b>State Funds</b>  |
|----------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|
| Architect/Engineer                                                                                                   |                    |                     |
| Construction                                                                                                         |                    |                     |
| Renovation                                                                                                           |                    | \$100,000.00        |
| Improvements for Code Compliance                                                                                     |                    |                     |
| AIPP (if applicable)                                                                                                 |                    |                     |
| <b>Totals</b>                                                                                                        |                    | <b>\$100,000.00</b> |

**7. Performance Measures:**

Increase participation by providing safer means of arriving and leaving the senior center without risking trip hazards and falls.

**8. Results Expected:**

Reduction of the number of accidents (slips, falls and minor fender benders) occurring in the parking lot putting seniors at risk of injury when visiting the senior center as well as the adjacent city library.

9.

|                                                                                                                                                                                                                                 |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Time Frame/ Milestones:</b> Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones<br>(These are only examples. Insert milestones specific to the proposed project.) |            |
| Quotes Secured and Approved                                                                                                                                                                                                     | Month 1    |
| Equipment and Furnishings Ordered                                                                                                                                                                                               | Month 1    |
| Meals Equipment – Purchase and Install                                                                                                                                                                                          | Month 2    |
| Equipment - Purchase and Install                                                                                                                                                                                                | Month 3    |
| Submit Exhibit I – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement                                                            | Months 1-3 |

**10. Responsible Staff (include Project Manager and Fiscal Contact):**

Name: Crystal Walton  
Title: Executive Director, Sierra Joint Office on Aging  
Address: 360 W. 4<sup>th</sup> Ave.  
Email: cwalton@seniorcenter-sjoa.org  
Phone: 575-894-6641

Name: Traci Alvarez  
Title: Assistant City Manager  
Address: 401 MacAdoo St., Truth or Consequences, NM 87901  
Email: talvarez@torcnm.org  
Phone: 575-952-0565

**NOTICE:** The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

# DOCUMENT #5

## Kerin Salcedo

---

**From:** Traci Alvarez  
**Sent:** Wednesday, December 21, 2022 3:26 PM  
**To:** Pat O'Hanlon  
**Cc:** Wilson, Kristie; Kerin Salcedo  
**Subject:** FY23 State Aid Grant Agreement T or C Library  
**Attachments:** FY23\_State\_Aid\_Grant\_Agreement\_for\_Truth\_or\_C.pdf

Good Afternoon Pat,  
Please see attached fully executed grant agreement and supporting documents. If you need any of the support documents separated, please let me know as I do have them saved separately. Congratulations, if you need anything else from me, please let me know.  
Traci

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





NEW MEXICO  STATE LIBRARY

1209 CAMINO CARLOS REY • SANTA FE, NEW MEXICO 87507-5166 • (505) 476-9700  
A Division of the Department of Cultural Affairs • <http://www.nmstatelibrary.org/>

Library Director,

Attached to this email are five (5) important documents regarding State Grants-in-Aid for FY23. Ensure all are reviewed thoroughly, as they contain critical information and/or instructions. It is worthwhile to save and/or print copies for your records.

Per the 4.5.2 New Mexico Administrative Code (NMAC) (4.5.2.10 D), eligible libraries have *60 days* to return a signed copy of the grant agreement. *If a library does not submit the grant agreement within 60 days of receipt, it forfeits the grant award. We must receive a signed copy of the grant agreement by January 23, 2023.*

The person who electronically signs the grant agreement, must be an authorized agent who has authority to enter into a legal contract with the State of New Mexico. If you are not the person authorized to sign the grant agreement, click **REVIEW DOCUMENTS**, click **OTHER ACTIONS** and select **Assign to Someone Else** to enter the *New Signer's Name, Email, and reason for assigning to someone else* and click the yellow **ASSIGN** button.

Please closely review the following attached documents:

- State Grants-in-Aid Checklist and Instructions (for next steps)
- 4.5.2 New Mexico Administrative Code (NMAC) (for requirements to remain eligible for state grants-in-aid)
- State Grants-in-Aid Expenditures Guidance Sheet (for allowable expenditures)

This State Grants-in-Aid allocation is intended to supplement the delivery of local public library services. As these are state funds, ALL FY23 State Grants-in-Aid funds *must be spent in its entirety (down to the penny) by June 30, 2023.*

Please note, since the State of New Mexico has begun Fiscal Year 2023 (FY23), the State is applying the 50% Rule for distributing State Grants-in-Aid funds. This occurs in odd-numbered fiscal years, limiting the release of funds to 6-month increments. For further information see *NMSA 6-3-6 State Budget Division; Periodic Allotments.*

As a result, the New Mexico State Library must distribute the FY23 State Grants-in-Aid allocations in two parts. Please plan on the following funds distribution:

1. 50% of FY23 State Grants-in-Aid allocation in November/December 2022.
2. 50% of FY23 State Grants-in-Aid allocation in January 2023.

This email is being sent only to you, the Library Director. *PLEASE* provide the financial officer and any other interested persons with all pertinent information contained in this email.

Please let me know if there are any questions.

Sincerely,



Carmelita Aragon  
State Data Coordinator  
New Mexico State Library  
Library Development Bureau  
[Carmelita.Aragon@dca.nm.gov](mailto:Carmelita.Aragon@dca.nm.gov)

## FY23 State Grants-in-Aid Checklist and Instructions

| Documents attached to this email                                                                                  | What to do with it                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Grant Allocation Notification</b>                                                                              | <ul style="list-style-type: none"> <li>- Check that all information is correct.</li> <li>- <b><u>SAVE</u></b> and/or <b><u>PRINT</u></b> a copy for your records.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>FY23 State Aid Grant Agreement</b>                                                                             | <ul style="list-style-type: none"> <li>- Have authorized agent who has authority to enter into a legal contract with the State of New Mexico electronically sign the FY23 Grant Agreement via DocuSign.</li> <li>- <b><u>Grant agreements</u></b> must be electronically signed via DocuSign by <b><u>January 23, 2023</u></b>.</li> </ul>                                                                                                                                                                                                                                                          |
| <b>4.5.2 New Mexico Administrative Code (NMAC) - Revised June 1, 2016</b>                                         | <ul style="list-style-type: none"> <li>- <b><u>SAVE</u></b> and/or <b><u>PRINT</u></b> a copy for your records.</li> <li>- Ensure compliance with all requirements this year, to remain eligible for funding in FY24.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                    |
| <b>State Grants-in-Aid Expenditures Guidance Sheet - Revised October 2022</b>                                     | <ul style="list-style-type: none"> <li>- <b><u>SAVE</u></b> and/or <b><u>PRINT</u></b> a copy for your records.</li> <li>- Refer to this document for how state aid funds can be spent – note: this is not an exhaustive list; contact us with any questions.</li> <li>- Provide financial officer with a copy.</li> </ul>                                                                                                                                                                                                                                                                          |
| <b>State Aid Expenditures Tracking Sheet</b> – <b><u>This will arrive in a separate email labeled as such</u></b> | <ul style="list-style-type: none"> <li>- When received, <b><u>SAVE</u></b> the spreadsheet, and use to track/maintain accurate records for FY23 state aid expenditures.</li> <li>- This spreadsheet <i>is required and must</i> be completed and returned (<i>in Excel format</i>) to the Development Bureau by June 30, 2023.</li> </ul>                                                                                                                                                                                                                                                           |
| <b>What Happens Next?</b>                                                                                         | <ul style="list-style-type: none"> <li>- The State Librarian will electronically sign the grant agreement with a copy sent <i>via</i> email to the library director.</li> <li>- Once the grant agreement is fully executed, a request for payment will be made.</li> <li>- The library's financial agent will receive a check <i>or</i> ACH payment.</li> <li>- <b>Spend <u>ALL</u></b> FY23 state aid funds in compliance with the 4.5.2 NMAC <b><u>by June 30, 2023</u></b>.</li> <li>- Questions? Email: <a href="mailto:Carmelita.Aragon@dca.nm.gov">Carmelita.Aragon@dca.nm.gov</a></li> </ul> |

# NEW MEXICO STATE LIBRARY

1209 Camino Carlos Rey • Santa Fe, NM 87507

## FY2023 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

|     |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | <b>Recipient Name:</b>                          | Truth or Consequences Public Library                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.  | <b>Remit to Name and Address:</b>               | City of Truth or Consequences, T or C Public Library<br>325 Library Lane<br>T or C, NM 87901                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3.  | <b>State of NM Vendor #:</b>                    | 54340                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.  | <b>Project Title and Legal and Fiscal Data:</b> | State Grants-in-Aid to Public Library<br>Statute/Administrative Code<br>NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5.  | <b>State Library Contact:</b>                   | Carmelita Aragon<br>New Mexico State Library<br>Carmelita.Aragon@state.nm.us                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6.  | <b>Source of Funding:</b>                       | <i>State of N.M. Legislature – General Appropriation Act of 2023</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 7.  | <b>Grant Type and Amount Received:</b>          | Library Type Grant: Public Library<br>Total Grant Amount: \$ 15,382.08<br><i>(Includes share(s) for any eligible library branches)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 8.  | <b>Allocation Period:</b>                       | Fiscal Year 2023<br><b><u>ALL STATE AID FUNDS MUST BE SPENT BY JUNE 30, 2023.</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 9.  | <b>Terms and Conditions of Allocation:</b>      | <p>The state aid program is intended to supplement and encourage local effort in providing local library service. A library's local budget <u>shall not</u> be reduced by its governing body because of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred. State Aid funds <b><i>may be used</i></b> for:</p> <ol style="list-style-type: none"> <li>1) library collections;</li> <li>2) library staff salaries;</li> <li>3) library staff professional development;</li> <li>4) library equipment; or</li> <li>5) other operational expenditures associated with delivery of library services.</li> </ol> <p>Libraries must report how all FY23 state aid funds were spent in the FY23 Annual Report.</p> |
| 10. | <b>Date:</b>                                    | 11/21/2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

**State Grants-in-Aid to Public Libraries Agreement**  
**For FY2023**

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 Three Hundred Eighty Two Dollars and Eight Cents (\$15,382.08)** 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, 2023;
6. No later than August 14, 2023, 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**

DocuSigned by:  
Signed: Amanda Forrister Date: 12/20/2022  
772C9C43ED374C1

Print Name and Title: Amanda Forrister 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**

DocuSigned by:  
Signed: Eli Guinee Date: 12/21/2022  
55F31E9436424FA

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



*Administrative code is subject to change. Please always check for the most up-to-date version online.*

## STATE AID FOR PUBLIC LIBRARIES

**TITLE 4      CULTURAL RESOURCES**  
**CHAPTER 5    STATE LIBRARY**  
**PART 2        STATE GRANTS IN AID TO PUBLIC LIBRARIES**

**4.5.2.1        ISSUING AGENCY:** Department of Cultural Affairs, New Mexico State Library Division.  
[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

**4.5.2.2        SCOPE:** Public libraries and developing public libraries.  
[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

**4.5.2.3        STATUTORY AUTHORITY:** Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.  
[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

**4.5.2.4        DURATION:** Permanent.  
[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

**4.5.2.5        EFFECTIVE DATE:** June 1, 2016 unless a later date is cited at the end of a section.  
[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

**4.5.2.6        OBJECTIVE:** The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter "the state aid program") and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.  
[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

**4.5.2.7        DEFINITIONS:**

**A.        "Annual report"** means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

- (1) provide information in the time, manner, and form prescribed by the state library;
- (2) describe prior fiscal year's activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;
- (3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and
- (4) be approved by and on file at the state library.

**B.        "Basic library services"** means free services provided in a library's legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

**C.        "Bookmobile"** means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

**D.        "Branch"** means an auxiliary service administered by a public or developing library that provides the following public services:

- (1) separate quarters from the main library;
- (2) a permanent library collection and reference services;
- (3) offers basic library services;
- (4) staff present during open hours; and

## Attachment A

- (5) at least 20 hours of public access to physical quarters per week on an annual basis.
- E. **"Circulating materials"** means items from library collections that are checked out by patrons for use outside of the library.
- F. **"Collection development policy"** means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.
- G. **"Community analysis and needs assessment"** means an evaluation of a library's legal service area, its current and future needs, and the library's role in meeting those needs.
- H. **"Developing library"** means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.
- (1) A developing library is established through one of the following mechanisms:
    - (a) through an ordinance or legal resolution of a subdivision of state government;
    - (b) by a contract between a private entity and a subdivision of state government;
    - (c) by an Indian nation; or
    - (d) as a non-profit corporation.
  - (2) A developing library provides the following public services:
    - (a) staff present during open hours;
    - (b) at least 15 hours of public access to physical quarters per week on an annual basis;
    - (c) at least two days of public access to physical quarters per week on an annual basis; and
    - (d) hours of operation posted on or near the library.
- I. **"Fiscal year"** means July 1 through June 30.
- J. **"Legal service area"** means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discrete population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library's legal service area.
- K. **"Library board"** means an administrative or advisory group comprised of representative members of the library's community.
- L. **"Library collections"** means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.
- M. **"Library equipment"** means equipment associated with the delivery of library services.
- N. **"Library staff"** means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.
- O. **"Matching funds"** means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.
- P. **"Public library"** means a New Mexico organization that offers basic library services within its legal service area.
- (1) A public library is established through one of the following mechanisms:
    - (a) through an ordinance or legal resolution adopted by a subdivision of state government;
    - (b) by a contract between a private entity and a subdivision of state government;
    - (c) by an Indian nation; or
    - (d) as a non-profit corporation.
  - (2) A public library provides the following public services:
    - (a) staff dedicated to the library
    - (b) year-round public access to the physical location at least 25 hours per week;
    - (c) at least two days of public access to physical quarters per week on an annual basis; and
    - (d) hours of operation posted on or near the library.
- Q. **"Reference services"** means the provision of library staff to answer reference questions during all the hours the library is open.
- R. **"Strategic plan"** means a detailed program to ensure that library services meet the current and future needs of the library's legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.
- [4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

### 4.5.2.8 DEVELOPING LIBRARY GRANT:



## Attachment A

**A. Purpose:** To supplement an eligible developing library's budget for up to five years until it meets the minimum requirements for a public library grant.

**B. Description:** The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

**C. Criteria for reviewing and awarding developing library grants:** The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

- (1) timely submission of an annual report with the state library;
- (2) receipt of no more than five, consecutive, awards of developing library grants;
- (3) continuous operation for at least nine months;
- (4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least \$0.25 per person in its first year and any non-consecutive years of developing library grant application participation; \$0.50 per person in its second consecutive year; \$0.75 per person in its third consecutive year; \$1.00 per person in its fourth consecutive year; and \$1.25 per person in its fifth consecutive year;
- (5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with requirements for developing library grants;
- (8) employment of a designated director;
- (9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law; and
- (10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

### 4.5.2.9 PUBLIC LIBRARY GRANT:

**A. Purpose:** To supplement eligible public libraries' budgets.

**B. Description:** The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

**C. Criteria for reviewing and awarding public library grants:** The state library shall review and award public library grants to public libraries that have met the following criteria:

- (1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;
- (2) continuous operation for at least one year;
- (3) receipt of a minimum of three consecutive developing library grants;
- (4) demonstration of receipt of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least \$1.50 per person;
- (5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with all requirements for public library grants;
- (8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;
- (9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;
- (10) employment of a designated director; and
- (11) successful expenditure of all public library grant funds during the prior fiscal year.

[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

### 4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

**A. Application:** The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

**B. Allocation:** For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

**Attachment A**

**C. Notification:** Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

**D. Request for payment:** Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

**E. Maintenance of effort:** A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.  
[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

**4.5.2.11 LIMITATION ON FUNDS:**

**A.** The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

**B.** Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

**C.** Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

**D.** Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.

[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

**4.5.2.12 APPEAL OR VARIANCE:**

**A.** In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

**B.** Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

**C.** The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.

[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

**HISTORY OF 4.5.2 NMAC:**

**Pre-NMAC History:**

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.  
NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.  
NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.  
NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.  
NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.  
NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.  
NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.  
NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.  
NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.  
NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.  
NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.  
NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.  
NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.  
NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.  
NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.  
NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

**History of Repealed Material:**

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

**Other History:**

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.

**Attachment A**

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.

## **State Grants-in-Aid Expenditures Guidance Sheet**

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to public libraries. To receive state aid, recognized New Mexico public libraries must meet all eligibility requirements as outlined in the 4.5.2 NMAC. *All* state grants-in-aid funds received must be expended or encumbered during the fiscal year in which they are given (i.e., before June 30 each year).

This informational guidance sheet is not an exhaustive list of all allowable and non-allowable expenditures. If there are questions as how to expend state aid funds, contact the Library Development Bureau for clarification *prior* to making purchases, 1-800-340-3890/SL.Development@state.nm.us.

### **Allowable Purchases** - State aid funds **can** be used for:

- Library Collections
  - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc. Non-traditional circulating/educational programming items may also be allowable. Contact the Development Bureau for more information, *prior* to making such purchases.
- Library Staff Salaries
  - State aid funds can be used to pay regular library staff for their work within the library. Paying a part-time/substitute library staff member/summer intern may also be allowable.
- Library Staff Professional Development
  - Travel (including meals & lodging) for attending in-state (e.g., NMLA) *and* out-of-state library conferences (e.g., ALA, MPLA, PLA, ARSL), and trainings/workshops provided to library staff on library related services/issues, which are organized and held at the library, or held at another location, e.g., state library or other library, etc.
- Library Equipment
  - Items associated with meeting the information needs of library patron's such as public computers, printers, wireless routers, scanners, software, and related peripherals, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
  - Expenditures associated with the delivery of library services, such as the library's catalog, library programming supplies, electric bills, phone bills, directional signage, copy paper, security costs, etc.
  - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts, etc.

### **Non-Allowable Purchases** - State aid funds **cannot** be used for:

- Administrative and/or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, legal services, fringe benefits, etc.
- Food, giveaways/incentives/prizes, college classes for library staff (i.e., tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies, pony rentals), etc.
- Operational expenditures that do not directly relate to the delivery of basic library services to library patrons, including the cost of parties, receptions, fund-raising events, other social functions, building maintenance/cleaning supplies, toilet paper, paper towels, cleaning equipment, vacuums, paint, etc.
- Capital improvements and construction.



Truth or Consequences

# My Budget Report Account Summary

For Fiscal: 2022-2023 Period Ending: 12/31/2022

## Fund: 294 - State Library

### Revenue

294-5003-32393

294-5003-32394

294-5003-37371

STATE LIBRARY GRANT- STATE LIBRARY  
STATE GRANT IN AID-STATE LIBRARY  
CONTRIBUTIONS/DONATIONS-ST LIBRARY

|                       | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Encumbrances | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|-----------------------|--------------------------|-------------------------|--------------------|--------------------|--------------|----------------------------------------|-----------------|
|                       | 26,742.00                | 26,742.00               | 0.00               | 0.00               | 0.00         | -26,742.00                             | 0.00 %          |
|                       | 18,635.00                | 18,635.00               | 0.00               | 0.00               | 0.00         | -18,635.00                             | 0.00 %          |
|                       | 1,000.00                 | 1,000.00                | 135.25             | 1,127.87           | 0.00         | 127.87                                 | 112.79 %        |
| <b>Revenue Total:</b> | <b>46,377.00</b>         | <b>46,377.00</b>        | <b>135.25</b>      | <b>1,127.87</b>    | <b>0.00</b>  | <b>-45,249.13</b>                      | <b>2.43%</b>    |

### Expense

294-5003-43465

294-5003-43775

294-5003-44613

294-5003-48599

294-5003-60834

RENT OF EQUIPMENT  
TELEPHONE  
NON-CAPITAL ITEMS  
OTHER CONTRACTUAL SERVICES  
STATE LIBRARY GRANT-STATE LIBRARY

|                                                     |                  |                  |                  |                   |                  |                   |                  |
|-----------------------------------------------------|------------------|------------------|------------------|-------------------|------------------|-------------------|------------------|
|                                                     | 360.00           | 360.00           | 56.08            | 136.75            | 223.25           | 0.00              | 100.00 %         |
|                                                     | 2,300.00         | 2,300.00         | 166.38           | 837.10            | 1,462.90         | 0.00              | 100.00 %         |
|                                                     | 40,817.00        | 40,817.00        | 0.00             | 24,550.74         | 998.00           | 15,268.26         | 62.59 %          |
|                                                     | 2,200.00         | 2,200.00         | 0.00             | 0.00              | 0.00             | 2,200.00          | 0.00 %           |
|                                                     | 3,850.00         | 3,850.00         | 2,807.19         | 4,164.10          | 2,182.90         | -2,497.00         | 164.86 %         |
| <b>Expense Total:</b>                               | <b>49,527.00</b> | <b>49,527.00</b> | <b>3,029.65</b>  | <b>29,688.69</b>  | <b>4,867.05</b>  | <b>14,971.26</b>  | <b>69.77%</b>    |
| <b>Fund: 294 - State Library Surplus (Deficit):</b> | <b>-3,150.00</b> | <b>-3,150.00</b> | <b>-2,894.40</b> | <b>-28,560.82</b> | <b>-4,867.05</b> | <b>-30,277.87</b> | <b>1,061.20%</b> |
| <b>Report Surplus (Deficit):</b>                    | <b>-3,150.00</b> | <b>-3,150.00</b> | <b>-2,894.40</b> | <b>-28,560.82</b> | <b>-4,867.05</b> | <b>-30,277.87</b> | <b>1,061.20%</b> |

# DOCUMENT #6

## Kerin Salcedo

---

**From:** Wilson, Kristie  
**Sent:** Wednesday, December 21, 2022 2:58 PM  
**To:** Kerin Salcedo  
**Subject:** FW: [EXTERNAL] RE: TorC: Ralph Edwards Park Appropriation A22G2018  
**Attachments:** Routing Slip A22G2018.pdf; Routing Slip A22G2017.pdf; Capital Appropriation A22G2018.pdf; Capital Appropriation A22G2017.pdf; Capital Appropriation A22G3024.pdf

Kristie Wilson  
Finance Director  
City of Truth or Consequences  
575-740-7323



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**From:** Traci Alvarez  
**Sent:** Monday, December 19, 2022 11:59 AM  
**To:** Morin, Carmen B, DFA; Swingle, Bruce  
**Cc:** Wilson, Kristie; Stewart, Donna J, DFA  
**Subject:** RE: [EXTERNAL] RE: TorC: Ralph Edwards Park Appropriation A22G2018

Good Afternoon Carmen,  
Please see attached and signed grant agreements. If you have any questions or need anything further please don't hesitate to contact me.  
Traci

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



**From:** Morin, Carmen B, DFA <[CarmenB.Morin@dfa.nm.gov](mailto:CarmenB.Morin@dfa.nm.gov)>  
**Sent:** Monday, December 19, 2022 11:16 AM  
**To:** Traci Alvarez <[talvarez@torcnm.org](mailto:talvarez@torcnm.org)>; Swingle, Bruce <[bswingle@torcnm.org](mailto:bswingle@torcnm.org)>  
**Cc:** Wilson, Kristie <[kwilson@torcnm.org](mailto:kwilson@torcnm.org)>; Stewart, Donna J, DFA <[DonnaJ.Stewart@dfa.nm.gov](mailto:DonnaJ.Stewart@dfa.nm.gov)>  
**Subject:** RE: [EXTERNAL] RE: TorC: Ralph Edwards Park Appropriation A22G2018

Thank you Traci.

I will wait until I receive the other grant, before I send to execute.

Carmen  
LGD/CDB  
o. 505.470.8979  
c. 505.470.8979  
New! Email: [CarmenB.Morin@dfa.nm.gov](mailto:CarmenB.Morin@dfa.nm.gov)



New Mexico  
Department of Finance  
and Administration

**From:** Traci Alvarez <[talvarez@torcnm.org](mailto:talvarez@torcnm.org)>  
**Sent:** Monday, December 19, 2022 11:10 AM  
**To:** Morin, Carmen B, DFA <[CarmenB.Morin@dfa.nm.gov](mailto:CarmenB.Morin@dfa.nm.gov)>; Swingle, Bruce <[bswingle@torcnm.org](mailto:bswingle@torcnm.org)>  
**Cc:** Wilson, Kristie <[kwilson@torcnm.org](mailto:kwilson@torcnm.org)>; Stewart, Donna J, DFA <[DonnaJ.Stewart@dfa.nm.gov](mailto:DonnaJ.Stewart@dfa.nm.gov)>  
**Subject:** [EXTERNAL] RE: TorC: Ralph Edwards Park Appropriation A22G2018

**CAUTION:** This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good Morning Carmen,  
I am working on obtaining signatures on the routing slips for A22G2018 and A22G2017, both Grant agreements have been signed. Once the routing slips are signed, I will get them sent out to you as well as ALTSD. I have also made the correction to the saved document to reflect the correct Grant number. Let me know if you have any questions.  
Traci

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



Truth or Consequences, NM 87901  
(575) 952-0565  
[talvarez@torcnm.org](mailto:talvarez@torcnm.org)



**From:** Morin, Carmen B, DFA <[CarmenB.Morin@dfa.nm.gov](mailto:CarmenB.Morin@dfa.nm.gov)>  
**Sent:** Monday, December 19, 2022 10:37 AM  
**To:** Swingle, Bruce <[bswingle@torcnm.org](mailto:bswingle@torcnm.org)>  
**Cc:** Traci Alvarez <[talvarez@torcnm.org](mailto:talvarez@torcnm.org)>; Wilson, Kristie <[kwilson@torcnm.org](mailto:kwilson@torcnm.org)>; Stewart, Donna J, DFA <[DonnaJ.Stewart@dfa.nm.gov](mailto:DonnaJ.Stewart@dfa.nm.gov)>  
**Subject:** TorC: Ralph Edwards Park Appropriation A22G2018

Good morning Bruce.

The attached grant is for project 22-G3024. Do you also have the 22-G2018 grant that has been signed? If so I can send to execute together.

Carmen Morin  
Bureau Chief, Community Development Bureau (CDB)  
Local Government Division  
o. 505.470.8979  
c. 505.470.8979  
New! Email: [CarmenB.Morin@dfa.nm.gov](mailto:CarmenB.Morin@dfa.nm.gov)



New Mexico  
Department of Finance  
and Administration

<https://www.nmdfa.state.nm.us/local-government/community-development-bureau/>

**From:** Swingle, Bruce <[bswingle@torcnm.org](mailto:bswingle@torcnm.org)>  
**Sent:** Monday, December 19, 2022 9:27 AM  
**To:** Morin, Carmen B, DFA <[CarmenB.Morin@dfa.nm.gov](mailto:CarmenB.Morin@dfa.nm.gov)>  
**Cc:** [talvarez@torcnm.org](mailto:talvarez@torcnm.org); Wilson, Kristie <[kwilson@torcnm.org](mailto:kwilson@torcnm.org)>  
**Subject:** [EXTERNAL] Ralph Edwards Park Appropriation A22G2018

**CAUTION:** This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Carmen: Attached, please find the signed copy from the city. Thank you.

Bruce Swingle  
City Manager

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **City of Truth or Consequences**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2022, Chapter 53, Section 30, Paragraph 412, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

**AGREEMENT**

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

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

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

**22-G3024      \$213,000.00    APPROPRIATION REVERSION DATE: June 30, 2026**  
**Laws of 2022, Chapter 52, Section 30, Paragraph 412, Two Hundred Thirteen Thousand Dollars and Zero Cents (\$213,000.00), to construct and equip playground and park improvements in Ralph Edwards park in Truth or Consequences in Sierra county;**

The Grantee's total reimbursements shall not exceed Two Hundred Thirteen Thousand Dollars and Zero Cents (\$213,000.00) to (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>49</sup>; if applicable, Zero Dollars and Zero Cents (\$0.00), which equals Two Hundred Thirteen Thousand Dollars and Zero Cents (\$213,000.00) (the "Adjusted Appropriation Amount").

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

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>50</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or

<sup>49</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>50</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: City of Truth or Consequences  
Name: Bruce Swingle  
Title: City Manager  
Address: 505 Sims, Truth or Consequences, NM, 87901  
Email: BSwingle@torcnm.org  
Telephone: 575-894-6681

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

Grantee: City of Truth or Consequences  
Name: Bruce Swingle  
Title: City Manager  
Address: 505 Sims, Truth or Consequences, NM, 87901  
Email: BSwingle@torcnm.org  
Telephone: 575-894-6681

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

Department: DFA/Local Government Division  
Name: Ariana Vigil  
Title: Program Manager  
Address: Bataan Memorial Bldg. Room 202, Santa Fe, NM 87501  
Email: Arianam.Vigil@dfa.nm.gov  
Telephone: 505-470-7041

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

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

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

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

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

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

### **D. Corrective Action Plan in the Event of Suspension**

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

## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Database Reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit I) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

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

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

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

**C. Deadlines**

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

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



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

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

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

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
  - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Truth or Consequences** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Truth or Consequences**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Truth or Consequences** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Truth or Consequences** or the Department."

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

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

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

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

**XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
  4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

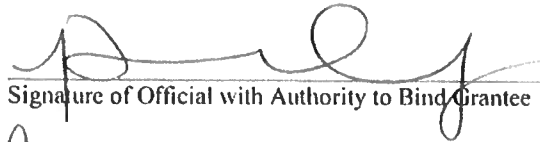
B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

  
Signature of Official with Authority to Bind Grantee

City of Truth or Consequences  
Entity Name

By: Amanda Forrister  
(Type or Print Name)

Its: Mayor  
(Type or Print Title)

December 14, 2022  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

By: \_\_\_\_\_

Its: Division Director

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_  
B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip  
C. Contact Name/Phone #: \_\_\_\_\_  
D. Grant No: \_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_  
B. Grant Amount: \_\_\_\_\_  
C. AIPP Amount (If Applicable): \$ 0.00  
D. Funds Requested to Date: \$ 0.00  
E. Amount Requested this Payment: \_\_\_\_\_  
F. Reversion Amount (If Applicable): \$ 0.00  
G. Grant Balance: \$ 0.00  
H. ☐ GF ☐ GOB ☒ STB (attach wire if first draw)  
I. ☐ Final Request for Payment (if Applicable)

- III. Fiscal Year: 2023 (July 1, 2022-June 30, 2023)  
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

- V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
Grantee Fiscal Officer  
or Fiscal Agent (if applicable)

\_\_\_\_\_  
Grantee Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, Project Manager

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \$ 0.00

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: Project Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: H.2*

**SUBJECT:** Approve Resolution 22 22/23 and purchase agreement pertaining to the sale of 309 Birch Street Truth or Consequences, New Mexico

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** January 4, 2023

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

### **Summary/Background:**

City owned properties were surveyed, appraised and advertised for sale. 2 offers were received. Offerors had opportunity to amend their offers and submit best and final offers. Resolution XXX is requested for approval to accept an offer of \$14,000 which is less than appraised value of \$20,000. City acquired this property thru property abatement process. Property has been advertised multiple times over the last 5 years without any previous offers. Sale of this lot would benefit the City by improving property value for future development, and place back on the property tax values. Value of the property is less than \$25,000 and does not require a sale by ordinance; therefore purchase agreement is allowed for the sale of the property with an executed quitclaim deed.

### **Recommendation:**

Approve Resolution 22 22/23

Approve purchase agreement

### **Attachments:**

- Purchase Agreement
- Survey and Appraisal available on City website under the Community Development Department or upon request

**Fiscal Impact (Finance):** Choose an item.

[Click here to enter text.](#)

**Legal Review (City Attorney):** Choose an item.

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☐ City Manager

### **CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 1-11-2023

**CITY OF TRUTH OR CONSEQUENCES**

**CITY COMMISSION**

**RESOLUTION NO. 22 22/23**

**A RESOLUTION APPROVING THE SALE OF REAL PROPERTY.**

**WHEREAS**, the City of Truth or Consequences is the owner of the following described real property:

Lot 15 and 16, Block 66, of the Original Townsite of the City of Truth or Consequences. Please see the attached Boundary Survey Plat, attached hereto as **EXHIBIT A**.

**WHEREAS**, § 3-54-1(A) N.M.S.A. (1978) permits a municipality to sell real property having a value of twenty-five thousand dollars (\$25,000.00) or less by public or private sale, and such sale shall not be subject to referendum; and

**WHEREAS**, the City obtained an appraisal dated January 6, 2022 from Karen Mundy of Mundy Appraisal Service for the real property described in **EXHIBIT A**; and

**WHEREAS**, said appraiser has appraised the above described real property at \$20,000.00; and

**WHEREAS**, the City has received an offer from Frankie Luchini to pay \$14,000.00 for the aforesaid real property, attached hereto as **EXHIBIT B**; and

**WHEREAS**, the City has advertised and otherwise marketed the real property for sale, and has not received any other reasonable offers, and

**WHEREAS**, the City Commission finds that it would be in the best interests of the City to accept Mr. Luchini's offer to purchase.

**NOW, THEREFORE, BE IT RESOLVED** that the City has agreed to accept the offer of Mr. Luchini to purchase the aforesaid real property described in **EXHIBIT A** from the City.

**BE IT FURHTER RESOLVED** that an appropriate Purchase Agreement shall be approved to consummate the sale.

**PASSED, APPROVED AND ADOPTED** by the Governing Body of the City of Truth or Consequences, New Mexico, this 11th day of January, 2023.

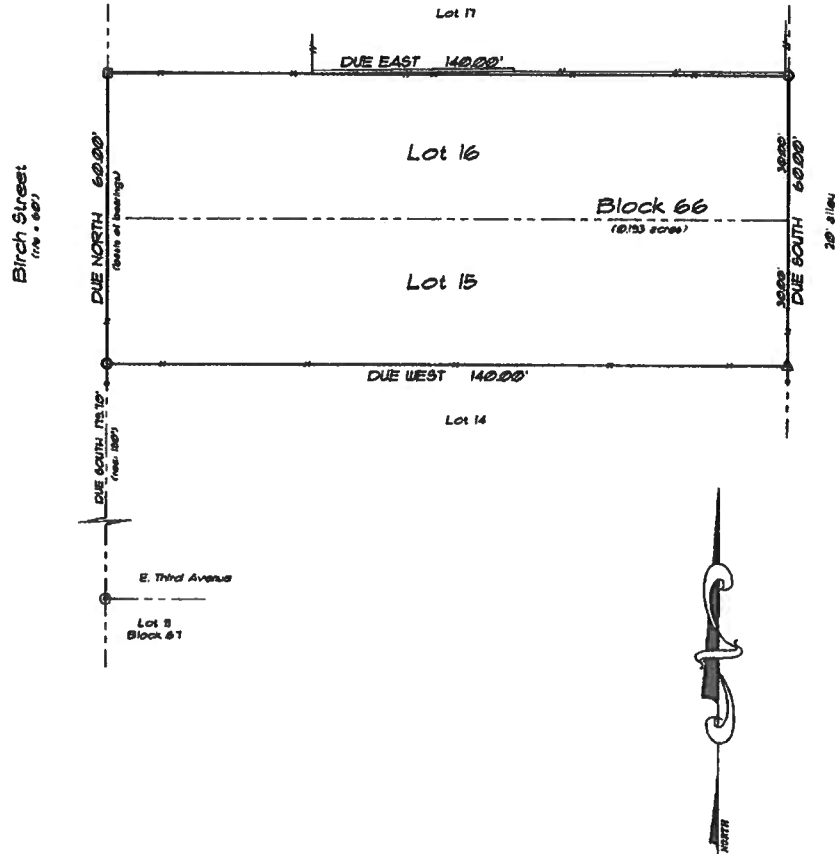
**APPROVED:**

\_\_\_\_\_  
**AMANDA FORRISTER – Mayor**

**ATTEST:**

\_\_\_\_\_  
**ANGELA TORRES –City Clerk**

**BOUNDARY SURVEY PLAT**  
of Lots 15 and 16, Block 66,  
Original Townsite of Hot Springs,  
in the City of Truth or Consequences, Sierra County,  
New Mexico



**Reference:**

Account No. 4893

Book 173, Page 267

UPC 302-207-002-3342

Original Townsite of Hot Springs plat filed on March 10, 1927, (Plat No. 15-A-1)

National Flood Insurance Program, Flood Insurance Rate Map Community-Panel No. 350013 0029 C, (map revised: July 16, 1996)

**Notes:**

These lots are subject to easements, restrictions and reservations of record

The lots shown hereon are located within the boundaries of Flood Zone X, "area determined to be outside 500-year flood plain"

Property address is 303 N. Birch Street

Use drawing scale to determine measurements when not labeled

On corners found without survey identification, an aluminum tag stamped "NPLS 1223" was applied

**Legend:**

found 1/2" rebar, (no survey identification) ■

found 1/2" rebar w/survcap stamped "NPLS 1223" ●

set "pk" nail on top of railroad tie ▲

set 1/2" rebar w/survcap stamped "NPLS 1223" ○

wire fence ————x————

block wall ————=————

board fence ————|————

chain link fence ————o————

**GRAPHIC SCALE**

0 15 30 60

( IN FEET )

1 inch = 030 ft.

January 20, 2022

**Chaparral Surveying, LLC**

Professional Land Surveying

P.O. Box 629 Elephant Butte, New Mexico 87830

**CERTIFICATE**

This is to certify that I am a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief. I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this is a boundary survey of an existing tract or tracts.

This plat meets the minimum requirements of the Standards of Land Surveys in New Mexico.

*David M. Sam*

David M. Sam  
New Mexico Professional Surveyor  
License Number 0129

**INDEXING INFORMATION FOR COUNTY CLERK**

City of T. or C. (4893)

Original Townsite of Hot Springs

Section 33, Tshp. 13 South, Rge. 4 West

**EXHIBIT "A"**

Received 4/17

Received  
191000 12/30  
Best & Final  
\$14,000  
12/30  
FL

OFFER TO PURCHASE

309 W Birch St  
Address

Truth or Consequences, NM 87901

Wm Frankie Lochini Herein called the Buyer, hereby offer and agree to purchase from the City of Truth or Consequences, New Mexico, hereinafter called the City, at the price subject to the terms, conditions, reservation, restriction, and covenants herein stated, and easements, encumbrances, and other matters of record, and to all zoning, building, or other laws or ordinances, the following described property.

The following legal description is written to precisely define the property:

Lot 15 & 16, Block 66, Original Townsite.  
Legal Description

City of Truth or Consequences, Sierra County, New Mexico

OFFER AMOUNT: \$ 8600.<sup>00</sup>

NAME OF BIDDER: Wm Frankie Lochini

ADDRESS: P.O. Box 324

T. or C. NM, 87901

TELEPHONE NO.: (575) 740-7156

EMAIL: flochini@windstream.net

The City of Truth or Consequences reserves the right to waive any irregularities an award, or not to award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

SIGNATURE OF BIDDER: Wm F Lochini

Return to:

City of T or C, Planning and Zoning

505 Sims Street, Truth or Consequences, NM 87901

Attn: Traci Alvarez - [talvarez@torcnm.org](mailto:talvarez@torcnm.org) - Assistant City Manager

EXHIBIT "B"

## **PURCHASE AGREEMENT**

This Agreement is entered into on the 11th day of January 2023, by and between **THE CITY OF TRUTH OR CONSEQUENCES, a Municipal corporation (City), and FRANKIE LUCHINI, a single man (Buyer).**

### **RECITALS**

A. The parties desire to enter into an Agreement whereby the City will sell, transfer and convey all of its interest in and to the following described realty to the Buyer:

Lot 15 and 16, Block 66, of the Original Townsite of the City of Truth or Consequences. Please see the attached Boundary Survey Plat, attached hereto as **EXHIBIT A.**

B. For the sale of real property, the City is required to follow the provisions of §3-54-1, N.M.S.A. (1978).

C. The City obtained an appraisal dated January 6, 2022 from Karen Mundy of Mundy Appraisal Services. The appraised value of the property was \$20,000.00.

D. The City obtained an Offer to Purchase dated December 30, 2022 from Mr. Frankie Luchini, attached hereto as **EXHIBIT B.**

E. However, for the reasons set forth in Resolution 22 22/23 which has been approved by the City Commission at its January 11, 2023 meeting, the City has agreed to sell the property to the Buyer for \$14,000.00 cash, to be paid at the closing.

**NOW THEREFORE**, the parties agree as follows:

1. The City hereby sells, conveys and transfers all of its interest in the above-referenced realty to the Buyer for the agreed upon consideration.

2. Upon the execution of this Purchase Agreement, the Buyer shall pay to the City the sum of **FOURTEEN THOUSAND DOLLARS (\$14,000.00).**

3. Immediately upon receiving the purchase price, the City shall deliver to buyer an executed quitclaim deed which shall convey the aforesaid property to the buyer.

4. The buyer is purchasing the property on an "as is" basis, and is not relying upon any warrants or representations made by City, either to the condition of the premises, the status of the title, or as to its feasibility of future development. The Buyer has been encouraged to perform its own title search, and if desired, purchase its own title policy.

5. All recording fees and closing costs will be paid by Buyer.

6. Buyer shall be entitled to immediate possession of the premises after closing.

7. Attorney's Fees. If either party uses the services of any attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.

8. Entire Agreement. This contract contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Contract may be varied only by a document signed by both parties.

9. Force Majeure. Neither party shall be liable for delay or failure to perform any obligation under this Contract if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

10. Law and Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

11. Severance. If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be served, and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been agreed with the invalid illegal or unenforceable provision eliminated.

---

**CITY OF TRUTH OR CONSEQUENCES- Seller**

---

**FRANKIE LUCHINI – Buyer**

*(Acknowledgments on the following page)*

\*\*\*\*\*

**ACKNOWLEDGMENTS**

STATE OF NEW MEXICO ]

:ss.

COUNTY OF SIERRA ]

The foregoing instrument was acknowledged before me by **FRANKIE LUCHINI** on the  
\_\_\_ day of January 2023.

\_\_\_\_\_  
**Notary Public**

\*\*\*\*\*

STATE OF NEW MEXICO ]

:ss.

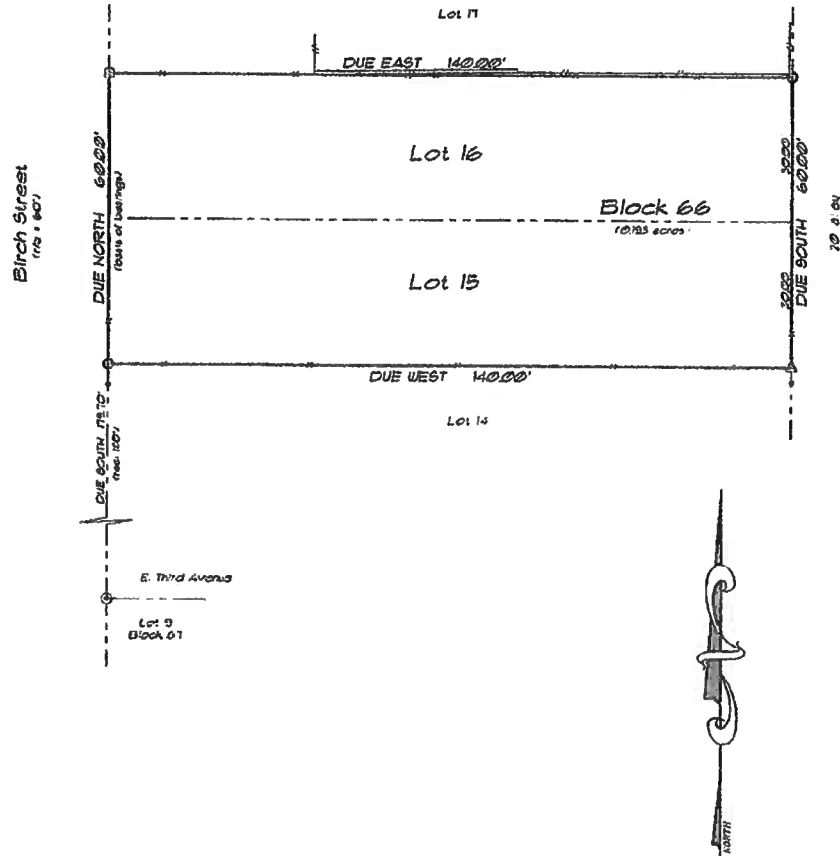
COUNTY OF SIERRA ]

The foregoing instrument was acknowledged before me by  
\_\_\_\_\_, for the **CITY OF TRUTH OR CONSEQUENCES**, on the  
\_\_\_ day of January 2023.

\_\_\_\_\_  
**Notary Public**



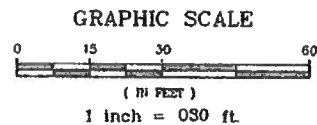
**BOUNDARY SURVEY PLAT**  
of Lots 15 and 16, Block 66,  
Original Townsite of Hot Springs,  
in the City of Truth or Consequences, Sierra County,  
New Mexico



**Reference:**  
Account No. 4893  
Book 129, Page 287  
UFC 302-201-802-3342  
Original Townsite of Hot Springs plat filed on March 10, 1927, (Plat No. 13-A-1)  
National Flood Insurance Program, Flood Insurance Rate Map Community-Panola No. 350073 0025 C, (map revised July 16, 1926)

**Notes:**  
These lots are subject to easements, restrictions and reservations of record.  
The lots shown hereon are located within the boundaries of Flood Zone X, "area determined to be outside 500-year flood plain".  
Property address is 329 N. Birch Street.  
Use drawing scale to determine measurements when not labeled.  
On corners found without survey identification an aluminum tag stamped "NPLS 12129" was applied.

**Legend:**  
found 1/2" rebar, (no survey identification) □  
found 1/2" rebar w/survcap stamped "NPLS 12129" ⊙  
set "pk" nail on top of railroad tie ▲  
set 1/2" rebar w/survcap stamped "NPLS 12129" ○  
wire fence ————  
block wall ————  
board fence ————  
chain link fence ————



January 20, 2022

**Chaparral Surveying, LLC**  
Professional Land Surveying

P.O. Box 629 Elephant Butte, New Mexico 87535

**CERTIFICATE**

This is to certify that I as a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief.  
I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this is a boundary survey of an existing tract or tracts.

This plat meets the minimum requirements of the Standards of Land Surveying in New Mexico.

David M. Scott  
New Mexico Professional Surveyor  
Licensed Number 12129

**INDEXING INFORMATION FOR COUNTY CLERK**  
City of T. or C. (4893)  
Original Townsite of Hot Springs  
Section 33, Tshp. 13 South, Rge. 4 West

**EXHIBIT "A"**

Received 4/17

Received  
\$9100.00 12/22

OFFER TO PURCHASE

309 W Birch St.

Address

Best & final  
\$14,000  
12/30

F.L.

Truth or Consequences, NM 87901

Wm Frankie Lochini Herein called the Buyer, hereby offer and agree to purchase from the City of Truth or Consequences, New Mexico, hereinafter called the City, at the price subject to the terms, conditions, reservation, restriction, and covenants herein stated, and easements, encumbrances, and other matters of record, and to all zoning, building, or other laws or ordinances, the following described property.

The following legal description is written to precisely define the property:

Lot 15 & 16, Block 66, Original Townsite.  
Legal Description

City of Truth or Consequences, Sierra County, New Mexico

OFFER AMOUNT: \$ 8600.<sup>00</sup>

NAME OF BIDDER: Wm Frankie Lochini

ADDRESS: P.O. Box 324

T. or C. NM, 87901

TELEPHONE NO.: (575) 740-7156.

EMAIL: flochini@windstream.net.

The City of Truth or Consequences reserves the right to waive any irregularities an award, or not to award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

SIGNATURE OF BIDDER: Wm F Lochini

Return to:

City of T or C, Planning and Zoning

505 Sims Street, Truth or Consequences, NM 87901

Attn: Traci Alvarez – [talvarez@torcnm.org](mailto:talvarez@torcnm.org) – Assistant City Manager



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: H.3*

**SUBJECT:** Discussion/Action – Approve Resolution 23 22/23 and purchase agreement pertaining to the sale of parcel 302307923913, Truth or Consequences, New Mexico.

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** January 4, 2023

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

### **Summary/Background:**

City owned properties were surveyed, appraised and advertised for sale. Offer was received for the purchase of tract 2 of parcel 302307923913. Offeror lives adjacent to the property and wishes to extend her property for future garage build. Property was surveyed, appraised and advertised. 1 offer was received. Resolution XXX is requested for approval to accept an of \$4000 which is less than appraised value of \$8000. Location of this tract is next to an arroyo making it an undesirable lot for full development. Sale of this lot would benefit the City by improving property value, and place back on the property tax values. Value of the property is less than \$25,000 and does not require a sale by ordinance; therefore purchase agreement is allowed for the sale of the property with an executed quitclaim deed.

### **Recommendation:**

Approve Resolution 23 22/23

Approve purchase agreement

### **Attachments:**

- Purchase Agreement
- Survey and Appraisal available on City website under the Community Development Department or upon request

**Fiscal Impact (Finance):** Choose an item.

[Click here to enter text.](#)

**Legal Review (City Attorney):** Choose an item.

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☐ City Manager

### **CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 1-11-2023

**CITY OF TRUTH OR CONSEQUENCES**

**CITY COMMISSION**

**RESOLUTION NO. 23 22/23**

**A RESOLUTION APPROVING THE SALE OF REAL PROPERTY.**

**WHEREAS**, the City of Truth or Consequences is the owner of the real property described in **EXHIBIT A**; and

**WHEREAS**, § 3-54-1(A) N.M.S.A. (1978) permits a municipality to sell real property having a value of twenty-five thousand dollars (\$25,000.00) or less by public or private sale, and such sale shall not be subject to referendum; and

**WHEREAS**, the City obtained an appraisal dated August 25, 2022 from Lee Morris of Morris Appraisal Service, Inc. for the real property described in **EXHIBIT A**; and

**WHEREAS**, said appraiser has appraised the above described real property at \$8,000.00; and

**WHEREAS**, the City has received an offer from Teri L. Cates to pay \$4,000.00 for the aforesaid real property (as per letter attached hereto as **EXHIBIT B**); and

**WHEREAS**, the City agrees with the comments made by Ms. Cates in **EXHIBIT B** as they pertain to the condition of the property; and

**WHEREAS**, Ms. Teri Cates has represented that if the real property is sold to her that she would erect a proper fence to prevent illegal dumping on the property; and

**WHEREAS**, the City has advertised and otherwise marketed the real property for sale, and has not received any other reasonable offers, and

**WHEREAS**, the City Commission finds that it would be in the best interests of the City to accept Ms. Cates offer to purchase.

**NOW, THEREFORE, BE IT RESOLVED** that the City has agreed to accept the offer of Ms. Cates to purchase the aforesaid real property described in **EXHIBIT A** from the City in accordance with the terms set forth in **EXHIBIT B**, and

**BE IT FURHTER RESOLVED** that an appropriate Purchase Agreement shall be approved to consummate the sale.

**PASSED, APPROVED AND ADOPTED** by the Governing Body of the City of Truth or Consequences, New Mexico, this 11th day of January, 2023.

**APPROVED:**

---

**AMANDA FORRISTER – Mayor**

**ATTEST:**

---

**ANGELA TORRES –City Clerk**

## **PURCHASE AGREEMENT**

This Agreement is entered into on the 11th day of January 2023, by and between **THE CITY OF TRUTH OR CONSEQUENCES, a Municipal corporation (City), and TERI L. CATES, a single woman (Buyer).**

### **RECITALS**

A. The parties desire to enter into an Agreement whereby the City will sell, transfer and convey all of its interest in and to the following described realty to the Buyer:

See **EXHIBIT A** attached.

B. For the sale of real property, the City is required to follow the provisions of §3-54-1, N.M.S.A. (1978).

C. The City obtained an appraisal dated August 25, 2022 from Lee Morris of Morris Appraisal Services. The appraised value of the property was \$8,000.00.

D. However, for the reasons set forth in Resolution 23 22/23 which has been approved by the City Commission at its January 11, 2023 meeting, the City has agreed to sell the property to the Buyer for \$4,000.00 cash, to be paid at the closing.

**NOW THEREFORE**, the parties agree as follows:

1. The City hereby sells, conveys and transfers all of its interest in the above-referenced realty to the Buyer for the agreed upon consideration.

2. Upon the execution of this Purchase Agreement, the Buyer shall pay to the City the sum of **FOUR THOUSAND DOLLARS (\$4,000.00)**.

3. Immediately upon receiving the purchase price, the City shall deliver to buyer an executed quitclaim deed which shall convey the aforesaid property to the buyer.

4. The buyer is purchasing the property on an "as is" basis, and is not relying upon any warrants or representations made by City, either to the condition of the premises, the status of the title, or as to its feasibility of future development. The Buyer has been encouraged to perform its own title search, and if desired, purchase its own title policy.

5. All recording fees and closing costs will be paid by Buyer.

6. Buyer shall be entitled to immediate possession of the premises after closing.

7. Attorney's Fees. If either party uses the services of any attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.

8. Entire Agreement. This contract contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Contract may be varied only by a document signed by both parties.

9. Force Majeure. Neither party shall be liable for delay of failure to perform any obligation under this Contract if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

10. Law and Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

11. Severance. If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be served, and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been agreed with the invalid illegal or unenforceable provision eliminated.

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**CITY OF TRUTH OR CONSEQUENCES- Seller**

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**TERI L. CATES – Buyer**

*(Acknowledgments on the following page)*

\*\*\*\*\*

**ACKNOWLEDGMENTS**

STATE OF NEW MEXICO     ]

:ss.

COUNTY OF SIERRA         ]

The foregoing instrument was acknowledged before me by **TERI L. CATES** on the \_\_\_\_ day of January 2023.

\_\_\_\_\_  
**Notary Public**

\*\*\*\*\*

STATE OF NEW MEXICO     ]

:ss.

COUNTY OF SIERRA         ]

The foregoing instrument was acknowledged before me by \_\_\_\_\_, for the **CITY OF TRUTH OR CONSEQUENCES**, on the \_\_\_\_ day of January 2023.

\_\_\_\_\_  
**Notary Public**



# Chaparral Surveying, LLC

P.O. Box 629  
Elephant Butte, New Mexico 87935  
(575) 740-0334

June 29, 2020

## **LEGAL DESCRIPTION-TRACT 2** **(0.180 ACRES)**

A tract of land situate in Section 5, Township 14 South, Range 4 West, N.M.P.M., being all of Lot 10 and part of Lot 11, Block 33, Currey-Laiminger Addition, a subdivision in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SW corner of this tract, a ½" rebar w/aluminum tag stamped "NMPLS 12129", said corner being the SW corner of Lot 10, Block 33, Currey-Laiminger Addition;

Thence, N00°04'00"E, a distance of 52.00 feet to the NW corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129";

Thence, N83°29'04"E, a distance of 54.57 feet to an angle point in this tract, a ½" rebar w/survcap stamped "NMPLS 12129";

Thence, N62°52'35"E, a distance of 72.84 feet to the NE corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129";

Thence, S00°04'00"W, a distance of 91.54 feet to the SE corner of this tract, a ½" rebar w/survcap stamped "NMPLS 12129";

Thence, N89°56'00"W, a distance of 119.00 feet to the point of beginning of the tract hereon described, containing 0.180 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Summary Plat dated June 25, 2020).

**EXHIBIT "A"**

Teri L Cates

1311 Steel St

Truth or Consequences, NM 87901

City of Truth or Consequences

505 Sims St

Truth or Consequences, NM 87901

Traci Alvarez,

I would like to purchase parcel #302307923913. I am willing to pay \$4,000 for this property. This property is located adjacent to the property I own at 1306 Steel St. I would like to purchase this property to have the property line removed and extend my property. I know the price is less then the appraisal price of the property but for the last 15 years I have been the only one to do any maintenance to this property. This property is not only an eye sore to our community, but it is also dangerous. I have paid thousands of dollars over the last 15 year to have this property cleared of weeds and trash, due to it being a fire and rodent hazard. This property also has a slab of concrete on it that need to be removed as it has rebar sticking up out of it. I have made several attempts over a 20-year period to have the city maintain or sell this property to me.

If the city decides to sell this property to me, I would like to fence it to stop the illegal dumping on it and improve the property value around me. I would also like to eventually build a garage on it in the future witch will increase the property value and increase the taxable value.

Thank You for taking my offer into consideration,

Teri L Cates

**EXHIBIT "B"**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: H.4

**SUBJECT:** Approve for publication Ordinance 743 amending the City of Truth or Consequences Municipal Code Sections 2-356 and 2-357.

**DEPARTMENT:** Community Services

**DATE SUBMITTED:** January 5, 2023

**SUBMITTED BY:** O.J. Hechler

**WHO WILL PRESENT THE ITEM:** O.J. Hechler

***Summary/Background:***

The Recreation Advisory Board recommends and approves final amendments to the code to combine and consolidate the Recreation Advisory Board and Golf Advisory Board.

***Recommendation:***

***Approve Ordinance 743 for publication***

***Attachments:***

- Amended Section of Municipal Code Section 2-356 & 2-357(Redline)

***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 1-11-2023

## CITY OF TRUTH OR CONSEQUENCES

### ORDINANCE 743

#### AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTIONS 2-356 AND 2-357 OF THE CODE PERTAINING TO DIVISION 8.5 - RECREATION ADVISORY BOARD

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

*Section one.* That the Code of Ordinances of the City of Truth or Consequences be as amended  
follows:

#### DIVISION 8.5 - RECREATION **AND GOLF** ADVISORY BOARD

##### Sec. 2-356. - BOARD CREATED; MEMBERS.

There is hereby created a Recreation **and Golf** Advisory Board consisting of ~~seven~~ **eight (8)** members. ~~Two~~ **Three (3)** of the ~~non-voting~~ members shall ~~be include~~ the City Recreation Director, ~~and the~~ **the** City Parks Director, ~~and the~~ **Golf Course Superintendent**. ~~Neither the City Recreation Director nor the City Park Director shall be voting members.~~ The other five **(5)** members of the Board shall be appointed by the City Commission and shall be voting members. These five **(5)** ~~original~~ **Commission appointed** members shall serve staggered **two (2) year** terms. ~~and thereafter there shall be appointed by the City Commission members of the Board who shall each serve two year terms.~~ The terms of the members of the Board (with the exception of **the** City Recreation Director, ~~and the~~ **the** City Park Director, ~~and the~~ **Golf Course Superintendent**) shall expire on June 30; provided, however, that any member of the Board shall continue to hold his/her office until ~~his~~ **their** successor is appointed and qualified. Members of the Board shall make recommendations to the City Manager and the Commission for City supported recreation, **golf and disc golf** opportunities and **matters** concerning City recreation, **golf course and disc golf** facilities.

(Ord. No. 474, § 1, 7-10-00)

##### SEC. 2-357. - POWERS AND DUTIES.

(a) The Board shall make recommendations to the City Commission concerning the facilities and recreation, **golf and disc golf** programs within its jurisdiction including budget and rates to be charged in connection with such facilities and programs. ~~Specifically excluded from its jurisdiction are~~ **is the** ~~Municipal Golf Course and Municipal Airport.~~ Such recommendations shall be made through the City Manager who shall then refer the same promptly to the City Commission.

(b) The Board shall keep records and accounts of all its activities and make reports to the City Manager or to the Commission upon request.

**(Ord. No. 474, § 2, 7-10-00; Ord. No. 488, § 1, 3-12-01)**

*Section two.* Subsections 2-358 and 2-359 shall remain in full force and effect.

*Section three.* Effective date. The provisions of this Amended Ordinance shall become effective \_\_\_\_\_.

**PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this \_\_\_\_ day of \_\_\_\_\_ 2022.**

\_\_\_\_\_  
**AMANDA FORRISTER – Mayor**

**ATTEST:**

\_\_\_\_\_  
**ANGELA TORRES –City Clerk**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: H.5

**SUBJECT:** Approve for publication Ordinance NO. 744 providing for the repeal of Ordinance NO. 406 pertaining to Sections 2-211, 2-212, 2-213, and 2-214 of the Code of Ordinances

**DEPARTMENT:** Community Services

**DATE SUBMITTED:** January 5, 2023

**SUBMITTED BY:** O.J. Hechler

**WHO WILL PRESENT THE ITEM:** O.J. Hechler

### **Summary/Background:**

By combining the Golf Advisory Board into the Recreation Advisory Board all sections of the Code of Ordinances pertaining to the Golf Advisory Board will be declared null and void and of no effect.

### **Recommendation:**

**Approve Ordinance 744 for publication**

### **Attachments:**

- Ordinance NO. 744

### **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 1-11-2023

**ORDINANCE NO. 744**

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, PROVIDING FOR THE **REPEAL OF ORDINANCE NO. 406** PERTAINING TO **DIVISION 1. - GOLF COURSE ADVISORY BOARD SECTION 2-211 BOARD CREATED: MEMBERS, SECTION 2-212 POWERS AND DUTIES, SECTION 2-213 MEETINGS AND SECTION 2-214 VACANCIES; ELECTION OF OFFICERS** OF THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO; AND DECLARING THE SAME TO BE NULL AND VOID AND OF NO EFFECT.

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

*Section 1.* That Ordinance No. 406 consisting of Sections 2-211, 2-212, 2-213 and 2-214 of the Code of Ordinances of the City of Truth or Consequences is hereby repealed, and declared null and void and of no effect.

*Section 2.* This Ordinance shall take effect on the \_\_\_\_ day of \_\_\_\_\_, 2022

**PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.**

**CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO**

**BY: \_\_\_\_\_**  
***AMANDA FORRISTER – Mayor***

**ATTEST:**

\_\_\_\_\_  
***ANGELA TORRES – City Clerk***





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: I.1

**SUBJECT:** George Henson Public Appeal in regards to Resolution No. 18 22/23 Property Abatement for 731 Wyona

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** January 6, 2023

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

**WHO WILL PRESENT THE ITEM:** George Henson

**Summary/Background:**

George Henson submitted an appeal in regards to Resolution No. 18 22/23, Property Abatement for 731 Wyona. Mr. Henson will be given the opportunity to present his 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 1-11-2023





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: I.2

**SUBJECT:** Approve Letter of Agreement between Sierra County Animal Rescue Society (SCARS) and T or C Animal Shelter for a fundraising event held at the animal shelter.

**DEPARTMENT:** Community Services

**DATE SUBMITTED:** January 5, 2023

**SUBMITTED BY:** O.J. Hechler

**WHO WILL PRESENT THE ITEM:** O.J. Hechler and Tara Manning

**Summary/Background:**

On January 29<sup>th</sup>, 2023 from 10am to 1pm Jordan's Way will be hosting a fundraising event at the T or C Animal Shelter. Proceeds from this event will be split between SCARS and the Animal Shelter in accordance with the Letter of Agreement.

**Recommendation:**

Approve Letter of Agreement

**Attachments:**

- Jordan's Way Mission Statement and Full Detail Packet
- Letter of Agreement

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

\$0.00

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

[Click here to enter text.](#)

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☐ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-11-2023

# Jordan's Way

## **Our Jordan's Way Mission:**

At Jordan's Way, we focus on shelters and the animals residing in them to bring community awareness via live, virtual four-hour events. These events help to clear the shelters by promoting adoptions and donations thereby giving valued assistance to these various facilities by placing animals in loving homes. We shine the light on the forgotten and give hope so they can have a better and full future.

## **About Jordan's Way:**

Jordan's Way was created to get the unnoticed—NOTICED. Animals who have been in shelters for months, even years.

Our vision is to create an ultimate, extremely active animal loving platform, that encourages feed participants. The participants remain active in terms of constant interacting in the form of tags, comments, and millions of shares using the Facebook LIVE platform. We believe that together we can truly get every animal adopted.

The other arm of Jordan's Way is the funding performance I love to host and lead. Our goal is to provide a platform that serves as the engine to get these animals into a forever home.

With 15,000 plus shelters in the USA, funding is a major problem. Our platform allows for goals to be set, and we actively encourage our viewers to share, tag and donate. The energy of the four-hour event is contagious. Our events raise thousands of dollars, but why not Hundreds of thousands? It is possible.

Jordan's Way serves as the true "Make a Wish" style company, for animals and those who help them. As we grow to millions of followers, the combination of our events, my energy and the millions of people watching and sharing, we can truly clear the shelter while funding them at the same time.

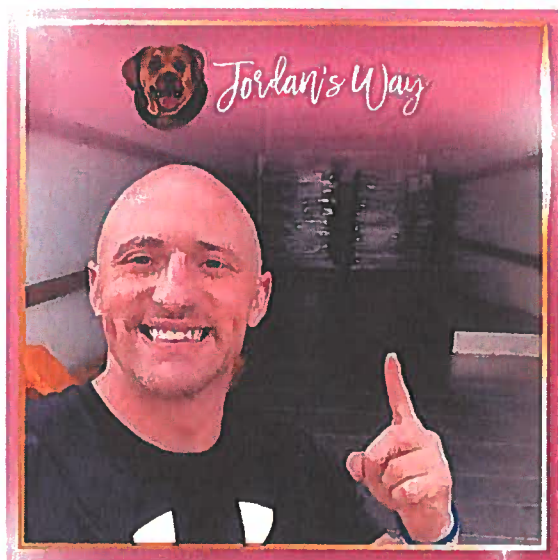
We have the power of social media today. Let's use and abuse it for a good cause!



Kris Rotonda – Founder



## First and foremost, let me introduce myself!



I'm Kris Rotonda, and I founded Jordan's Way after my best friend, Jordan, passed away. Jordan was a shelter dog who spent the first 3.5 years of her life being overlooked in a shelter. We spent 11 wonderful years together before she died from cancer of the heart. After she passed, I made it my life's mission to honour her legacy by helping overlooked shelter animals get the attention they deserve.

Since beginning our nationwide tour in January 2021, Jordan's Way has helped over 300 shelters and rescues raised just over \$3 million in much-needed funding. We've also helped thousands of animals get adopted.

I am so excited to partner with you and your rescue on the next round of our tour! Now, let's go over things you need to know:

*Kris Rotonda*

## Let's Talk About How the Fundraiser Works

1. **Before the Fundraiser:** We will arrive at your facility 60 to 90 minutes before the start of the event. This gives us time to prepare, tour your facility, and learn about the animals before we start. It also gives me and my team the opportunity to meet the animals who will be featured so they can get to know us before we go on camera.
2. **Live Streaming:** I will livestream our fundraiser on Facebook Live on your Facebook page for four hours on the allotted date and time (either from 10 a.m. – 1 p.m. or from 6 p.m. – 9 p.m.).

It is a good idea to have someone mirror the LIVE event on Instagram as well. This can be a shared responsibility between a couple of people using one phone for the entire event.

Your potential reach will be dramatically increased as some people do not use Facebook. We have had great results suggesting this. The same can be done using Tic-Tok (unlimited live if you have over 2k followers)



3. **Challenges:** During the fundraiser, we will conduct multiple fun challenges, all on Facebook Live. For the fundraiser to be successful, we are going to need to have willing participants and a little preparation (more on that in a moment).

Here are some of things we often do:

- **Puppy Love:** We cover a willing participant's face with Whipped Cream, then he or she lies on the ground and lets the selected puppies or dogs lick it off.
- **Make Out Mania:** This is the same as Puppy Love only we use Peanut Butter.
- **Puppuccinos:** These are little squirts of whipped cream that we give dogs when donations are given.
- **Slap Fight:** Willing participants get pies (whipped cream on Styrofoam plates) thrown in their faces.
- **Weiner/Burger Mania:** Dogs get a hot dog (or burger) when a specific goal is reached.
- **Camera Time:** I get into the kennel with a few dogs of your choosing to talk about the dogs and give them treats. The more donations we get during camera time, the longer they get to stay on camera.
- **Bail Out Game:** We divide your participants into teams and put them in kennels. Each team gets a specified amount of time to contact their friends and Facebook followers to raise as much money as they can during that time period. Whichever team loses gets a pie to the face or hosed down.
- **Treat Mania:** If a specified amount is raised within the required timeframe, we give the dogs (or cats) treats. If not, we skip them.

**IMPORTANT:** You are not limited to these challenges! We encourage you to get creative and come up with your own as well! See *"Goal Boards"* in your *Final Packet*.

Some of our most successful fundraisers involved additional challenges that the shelters or rescues made up themselves. Here are some additional ideas, and we encourage you to come up with your own.

- **Ice Bucket Challenges**
- **Shaved Heads, Chests, etc.:** We recently had a donor give \$10,000 to stop a participant from shaving her head!
- **Egg Roulette:** Participants pick an egg to smash against their head. Some are hard boiled, but some are not.





- **Hot Sauce, Baby Food, Gross Jelly Beans, Dog Treats, Edible Insects:** Willing participants agree to eat these or other things unless a certain amount of money is raised to prevent the participants from having to do it. You can even add a spinning wheel with yucky food options for more fun.
- **Overnighter:** The executive director agrees to stay in a kennel overnight if a certain amount is raised.

## What We Need from You for a Successful Event

1. **Publicity:** The more you get the word out there, the better your fundraiser will go! While we can create a fun and exciting fundraiser, we have to have eyes on the feed to maximize its success. That is up to you! Here are some simple things you can do to ensure a good showing:
  - **Launch your event on Facebook.** We recommend you start promoting the event at least 5 to 7 days before it takes place – more if possible. (See the “How to Launch Your Fundraiser” section for more.)
  - **Post about the fundraiser regularly** – at least 2-3 times per day prior to the event.
  - **Invite all your Facebook fans to participate.** Send them messages through Facebook. You will also need to be ready to invite them to participate during the feed. You will want to try to get at least 2,000 invites out to your event. (See the “How to Have a Successful Fundraiser” sheet for more on this.)
  - **Get your volunteers and staff involved.** Have all your volunteers and staff invite their friends and family to participate.
  - **Email your past supporter and adopters.** Let them know how and when to participate.
  - **Contact local businesses.** Reach out to area veterinarians, pet stores, Realtors, insurance agents, accountants, lawyers, etc., to let them know you will be hosting the event and invite them to participate. We recommend having at least 3 volunteers dedicated for this, as well as having others reach out to any business owners they know personally. If the businesses donate during the event, we will make sure to give them a shout out. Or even better, they can come down and make their donations in person while we’re live. (See your Final Packet for a template script for contacting businesses.) We also recommend having a volunteer who can reach out to businesses during the event.



- **Contact the local media.** We've included a sample press release you can personalize and send out to the media in your area. We've had multiple news sources send people to cover our events, and sometimes even take a pie to the face for the cause!
2. **Participants:** The more people you have involved, the more successful your event will likely be! Here are some things you need to know:
- You will need to have a **MINIMUM** of 10 volunteers or staff who can commit to staying involved throughout the entire event. We highly recommend that you have between 15-20 to allow for people who can't stay for the entire three hours. If your staff will have to be doing other things, you need to find additional people to participate.
  - We recommend also having someone on hand to help take photos/videos of the event. This is a good opportunity to see if a professional or hobbyist photographer would be willing to volunteer their time. If not, a person with a phone will do as well. We'd also like access to the photos taken for our website and for *Jordan's Way Magazine*.
  - This is a family-friendly event, and children and teens are welcome to participate.
  - Prep your participants so they understand they will likely get dirty, messy, and possibly wet. While we understand not all participants are willing to do this, it's important to at least have several who will.
  - Encourage participants to bring a change of clothes so they can be more comfortable if they do get wet or dirty.
  - Discuss ahead of time if anyone is willing to have his or her head (or chest for men) shaved if we reach a specific goal. This is often a big incentive to bring in donations.
  - Make sure participants understand the "Bail Out Game." (See "How the Fundraiser Works" section.) This is one of the most successful ways for these fundraisers to bring in money. Ideally, they should talk to their friends and family ahead of time so that they know to donate.
  - Encourage your participants to watch one of our prior fundraisers. We recommend any of the one's we have in our packet.



### 3. Preparation:

- **Location:** We realize that many rescues are foster-based and do not have a physical shelter. You will need to figure out where the event can be held where people and the animals can be involved. While we have done several events outdoors, it needs to be somewhere that offers protection from inclement weather, including cold. We have had to cancel events because of this.
- **Facebook Access:** We will need editorial access to your Facebook page. This allows our team (Kris and Greg) to help you build momentum and help explain the event to your community.
- **Internet:** We have had occasions where the service just was not strong enough for the feed and we had to cancel. Be sure to check this before we come. If you have WiFi, be sure that the signal strength is strong in the kennel areas. If not, we use Verizon as our cell service. You'd need 3 bars in the kennel areas.
- **Supplies:**
  - 10-20 cans of whipped cream
  - 2-3 packs of hot dogs
  - Dog and cat treats
  - Several Styrofoam plates
  - 1 Small Jar of peanut butter
  - 2-4 packs of Large Flour Tortillas
  - Ice and Ice Bucket (if doing ice bucket challenges)
  - Any other items for challenges you'd like to include
- **Access to Animals:** We are going to want to put animals on camera, especially during camera time. You will need to select which dogs you'd like us to include for different challenges like Camera Time and Puppy Love ahead of time. For camera time, we recommend some of your harder-to-adopt animals, but we want to make sure they feel comfortable with Kris.
- **Special concerns:** If any of the animals have health issues that would be impacted by giving Treats, Puppuccinos, Peanut Butter, Hot Dogs, etc., please make us aware of this before the feed begins.
- **Your total number of past adoptions.** This gives us a better idea of what to expect.
- **Your past adopters list** to use for contacting people during the feed.



## Understanding the Financial Side

1. **Deposit:** You will need to secure your event with a \$250 deposit – which helps with our trip and incidentals. This is non-refundable unless your event is cancelled through no fault of your own.

General: <https://paypal.me/jwdeposit> (PayPal/Credit Cards Accepted)

Venmo: [https://venmo.com/code?user\\_id=1793804617121792342](https://venmo.com/code?user_id=1793804617121792342)

CashApp: <https://cash.app/SKrisRotonda>

2. **Invoicing:** Your fundraiser is set up to work with a 25/75% split – 25% going to Jordan's Way, and 75% goes to YOU!

Once the Facebook fundraiser is launched, billing begins for all donations until 48 hours after your feed ends. Any additional funds you receive after that point will not be bill for, allowing you to retain 100% of any residual funds that come in once the fundraiser closes.

At that point, Facebook will remit a check to you for funds raised, minus their fees. Once all donations have been tallied, the Jordan's Way portion is 25%, including the private donations, as they were part of the fundraiser.

Your shelter or rescue will only receive an invoice from us for the total to be remitted to Jordan's Way. Please note that the initial deposit is separate and not included in this split.

Finally, our team will need to schedule a time with you at least one week prior to the event to go over all of this information. If you have questions or concerns, please don't hesitate to ask. We want to make this the most fun and most successful fundraiser we can!

## Our Final Thoughts...

You are going to have an absolute ball with this! Not only is this an awesome team building event, but it also brings your community together. I'm sure you will agree, it's the most fun you'll ever have while you raise needed funds!

*The entire Jordan's Way team is here to shine light on the awesome things you do. Let's do that together! We can't wait to see you!*

*The Jordan's Way Team!*





City of Truth or Consequences  
505 Sims Street  
Truth or Consequences, New Mexico 87901  
City (575) 894-6673 • Fax (575) 894-7767

January \_\_, 2021

Truth or Consequences Animal Shelter  
1101 N Cedar St.  
Truth or Consequences, NM 87901

Sierra County Animal Rescue Society (SCARS)  
P.O. Box 435  
Williamsburg, NM 87942

Re: Letter of Agreement

Dear Robbin Brodsky,

This correspondence will serve as a Letter of Agreement between the City of Truth or Consequences Animal Shelter (Shelter), and Sierra County Animal Rescue Society (SCARS).

In this agreement "SCARS" will assist in conducting a fundraising event at the "shelter" on January 29, 2023 from 10:00 AM to 1:00 PM. SCARS will pay the initial \$250.00 deposit to Jordan's Way in addition to twenty-five percent of all proceeds collected as required in the attached Jordan's Way packet.

Funds raised from this event will be collected through a PayPal account managed by SCARS and will be distributed as follows: Reimbursement for the \$250.00 deposit to SCARS and the remaining seventy-five percent of the funds collected will be split seventy percent to the "Shelter" and thirty percent to SCARS.

This agreement is entered into this \_\_\_\_\_ day of January, 2023 between the City of Truth or Consequences Animal Shelter, and Sierra County Animal Rescue Society.

Orrin J. Hechler  
Community Service Director \_\_\_\_\_, Date: \_\_\_\_\_

Robbin Brodsky  
Director, Sierra County Animal Rescue \_\_\_\_\_, Date: \_\_\_\_\_



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: I.3*

**SUBJECT:** Recommendation of replacement landscaping for MSD Waterline Project

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** January 5, 2023

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

### **Summary/Background:**

In areas of Broadway and Main, waterline replacement will require the removal of some of the trees due to the location of the trees themselves or the roots from the trees. Commission direction is requested for replacing the landscaping upon waterline installation and/or project completion. Landscaping replacement will generate a change order with project cost increases – amount to be determined.

### **Recommendation:**

Replace landscaping with Zeroscape/Xeriscape landscaping; shallow root bushes or planters. It is not recommended to replace the trees over/near the new water lines.

### **Attachments:**

- 
- 

### **Fiscal Impact (Finance): Yes**

Will require cost increase change order

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

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☐ City Manager

### **CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 1-11-2023













Lincoln Ave

N Foot St

Lincoln St

El Cortez Theater

Main Ave

Wildflower Boutique  
Women's clothing store

Passion Pie Cafe

The Center Gallery

La Grande  
ge & Spa

US Chamber  
of Commerce

Rebel Roadrunner  
Clothing store

Government  
Spring

Sandia Spring

McAdoo St

McAdoo St

Jones St

Spring  
Local  
in





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

**MEETING DATE:** January 11, 2023

*Agenda Item #: I.4*

**SUBJECT:** Request for Special Use permit at 1705 Corzine for the purpose of constructing a greenhouse and storage shed with no existing principle building

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** January 4, 2023

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

### **Summary/Background:**

Applicant wishes to construct a commercial greenhouse and commercial accessory storage building on property with no existing principle building. Applicant wishes to use the greenhouse to train young adults in local growing of organic foods. Items grown will be donated and sold. No selling will occur at the lot. Purpose is for growing and teaching how to grow in a green house. Property is located in the T-1 district. This district is considered low density semi-rural residential district comprised primarily of single family frame and manufactured housing units. Green houses both commercial and non commercial are allowed by right in this district, but are subject to provisions of accessory buildings. Per Sec. 11-10-1 an accessory building is a subordinate building, the use of which is incidental to and located on the same lot with the principle building and shall not exceed ¼ of the use or area of the main building. No principle building will exist on the lot with the greenhouse and storage shed. A special use permit is required for a special land use, which is not permitted by right within the District wherein it is requested. Public Hearing was held at Planning and Zoning Commission Meeting on 12-12-2022. Applicant was present. No opponents or proponents. Motion to approve carried unanimously.

### **Recommendation:**

Make final determination to approve or deny Special Use permit for 1705 Corzine

### **Attachments:**

- Agenda Packet for 12-12-2022 Planning and Zoning Meeting
- Draft Minutes from 12-12-2022 Planning and Zoning Meeting – Applicable section highlighted

**Fiscal Impact (Finance):** Choose an item.

[Click here to enter text.](#)

**Legal Review (City Attorney):** Choose an item.

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☐ City Manager

### **CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 1-11-2023



**CITY OF TRUTH OR CONSEQUENCES**  
**PLANNING AND ZONING COMMISSION ACTION FORM**  
**DATE: 10-5-2020**

**ITEM: Discussion/Action – Special Use Permit 1705 Corzine**

**BACKGROUND:**

**Applicant wishes to construct 78' x 17' Greenhouse and Accessory Storage Building on property with no existing principle building. Property is located in the T-1 District.**

**Per Sec. 11.9.9.T\_1\_Transition District a greenhouse (commercial or non-commercial), garden sheds, and tool shed are allowed when detached from the main dwellings, but such structures are subject to the provisions of Accessory Buildings. (Sec. 11-10-1. - Accessory Building. A subordinate building, the use of which is incidental to and located on the same lot with the principle building. An accessory building shall not exceed one-fourth (1/4) of the use or area of the main business or building).**

**All applicable documents have been received and fees paid. Certified mailings have been sent to all required property owners. P & Z Commission to review the applicable sections of the code and make recommendation based on the Findings of Facts.**

**SUPPORT INFORMATION:**

**Parcel Maps**

**Site Plan**

**Property Location Maps**

**Notice of Public Hearing**

**Applicable Sections of Municipal Code**

**Findings of Facts Checklist**

|                                                                      |                     |                          |
|----------------------------------------------------------------------|---------------------|--------------------------|
| Name of Drafter: Traci Alvarez                                       | :                   | Meeting date: 12-12-2022 |
| E-mail: <a href="mailto:talvarez@torcnm.org">talvarez@torcnm.org</a> | Phone: 575-894-6673 |                          |

2660 electric pole ~~broval~~

STATE OF NEW MEXICO  
Sierra County (SS)  
FILED IN MY OFFICE

NOV 13 1996 #1207

at 1:52 o'clock P.M.  
Luz D. Chavez County Clerk  
Merry Herrera Deputy

# PLAT OF SURVEY

of three tracts of land  
in the south 1/2 of Tract 9, Corzine Acreage,  
in Sec. 5, Tshp. 14 South, Rge. 4 West, NMPM,  
in the City of Truth or Consequences, Sierra County,  
New Mexico

January 10, 1996  
revised: June 21, 1996

Senn & Associates  
Professional Land Surveyors

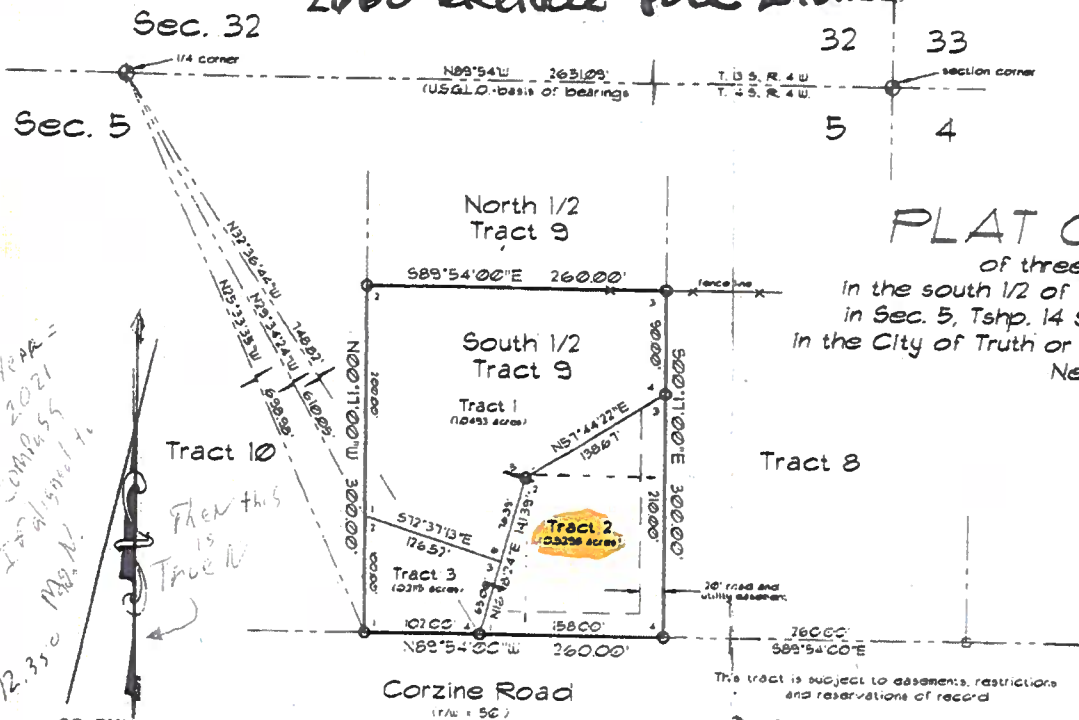
P.O. Box 1190 Truth or Consequences, New Mexico 87801

## CERTIFICATE

"We do hereby certify that I am a registered Professional  
Land Surveyor, that this is a plat to be recorded, that the  
survey was made by me or under my direct supervision, and  
that the same is true and correct to the best of my knowledge  
and belief."



INDEXING INFORMATION: COUNTY CLERK  
Naomi & Clarence Dahl, Book 55, Pg 259  
Corzine Acreage  
Sec. 5, Tshp. 14 South, Rge. 4 West



Declination  
-12.35° or -12°20'

This tract is subject to easements, restrictions  
and reservations of record

- found USGLD "brass cap" monument
- = found iron pipe
- = set rebar w/survcap

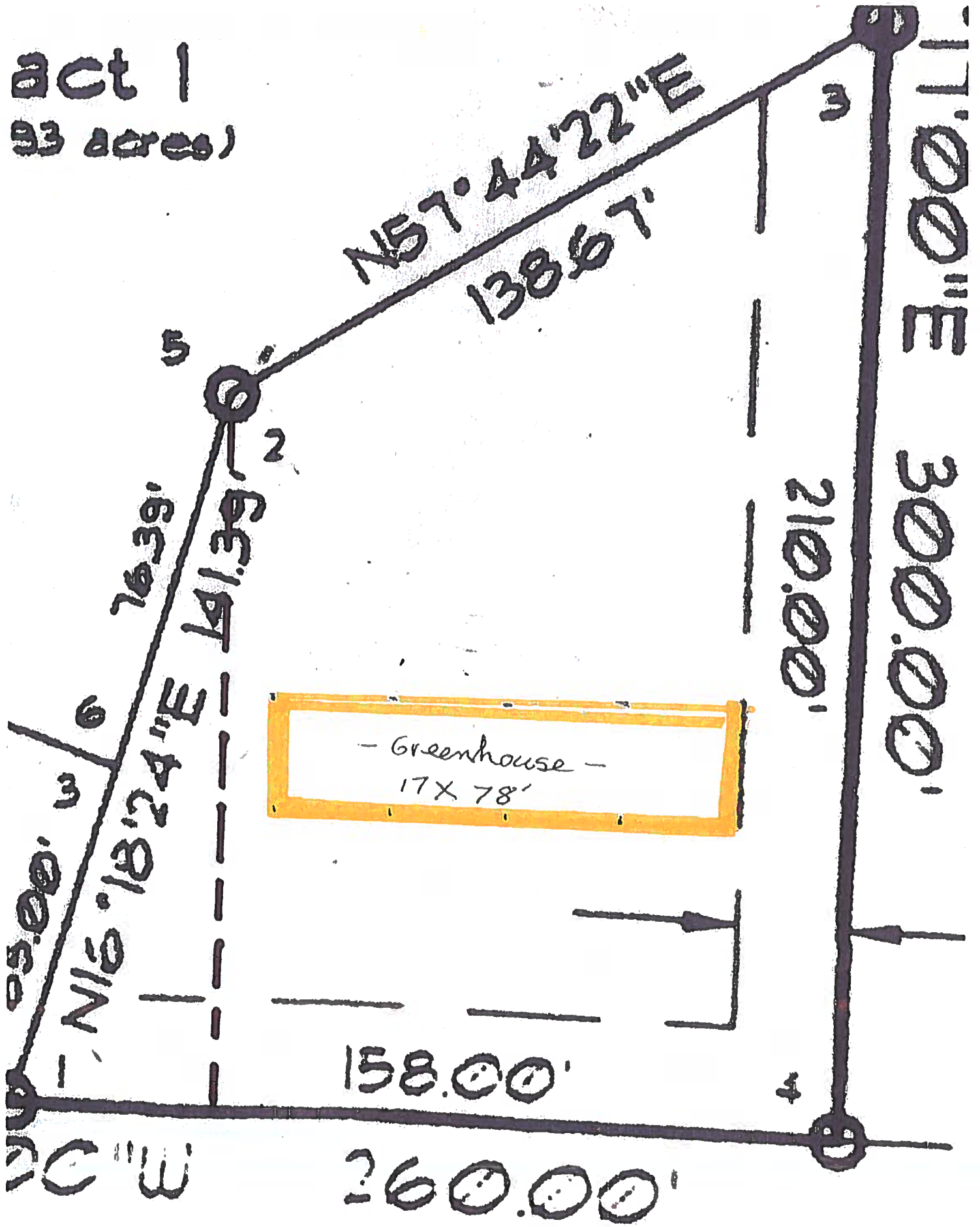
reference: Plat of W.H. Corzine Addition to the  
City of Hot Springs, Sierra County, New Mexico

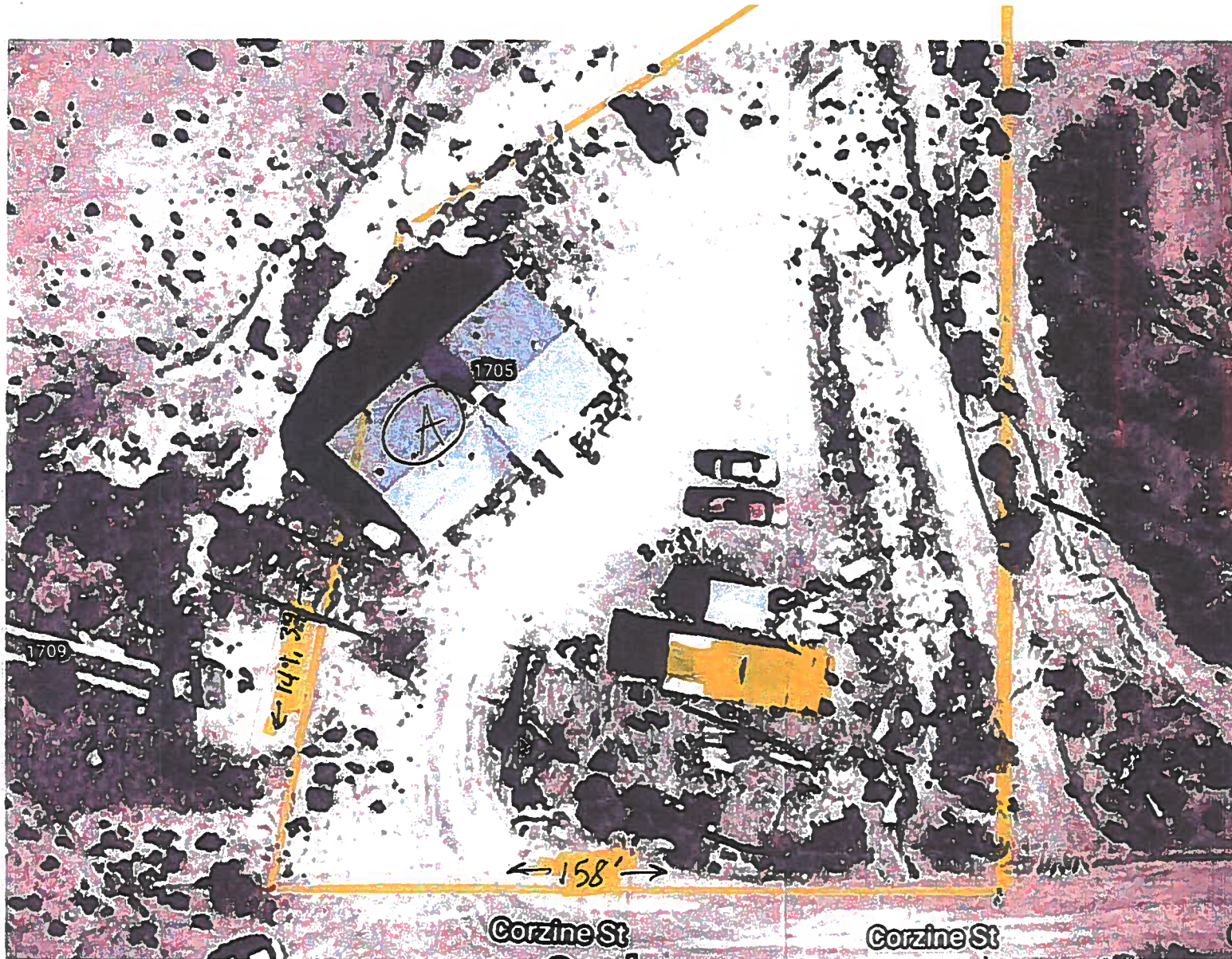
GET TRACT 8 MAP

YEAR =  
2021  
COMPL 05/55  
12.35° MAG. N.  
Then this  
is Tract 10



act 1  
93 acres)



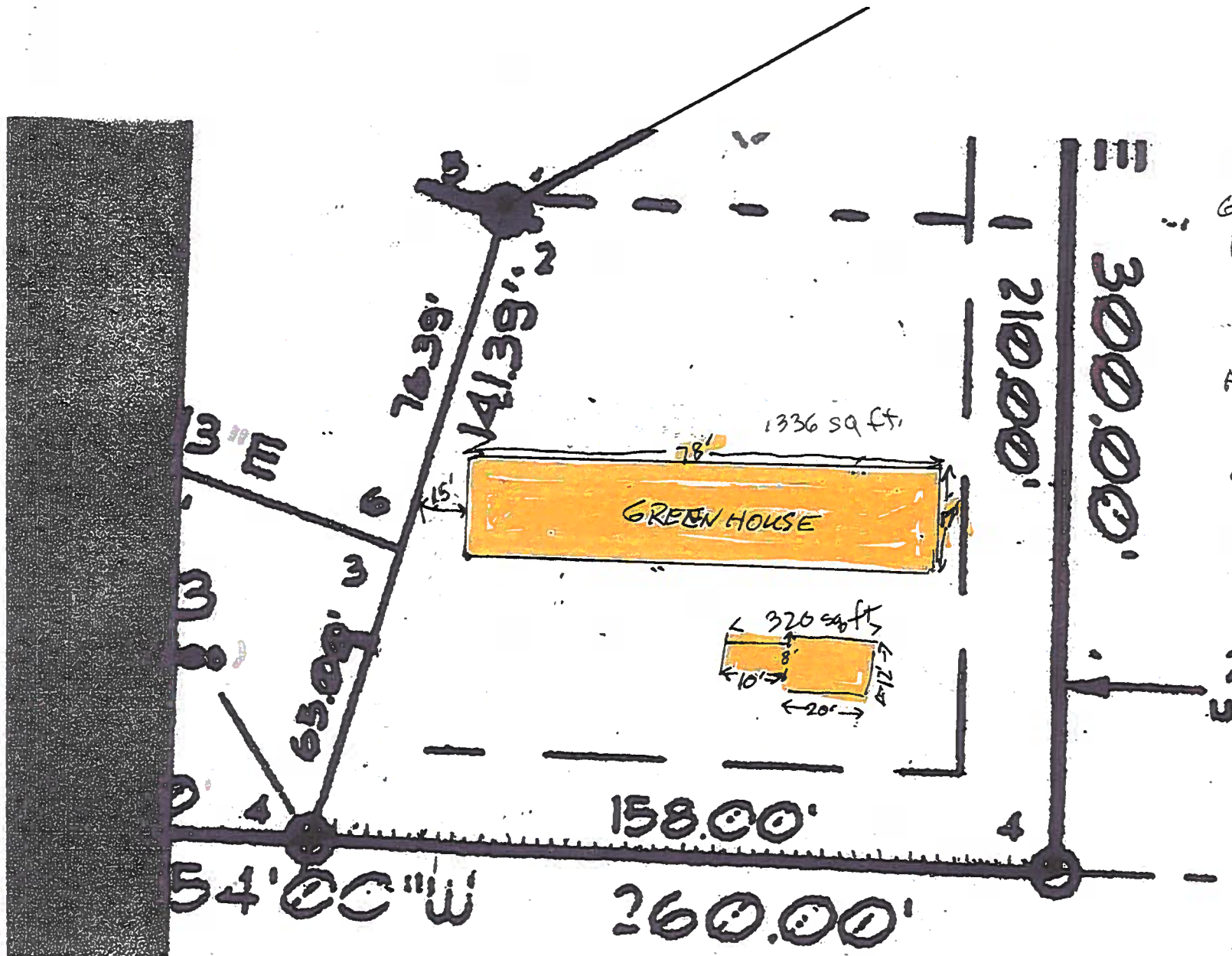


1. NOTE:  
Previous (2008) structure  
was over the property  
line (A)

2.

18





Green House  
Principle  
Structure  
1336 SQ FT.

Auxiliary Structure  
permitted (.25 sq ft)  
= 326.40  
our structure  
320 sq ft.







RELEASE

1708 CORBET  
ST





**Amanda Forrister**  
**Mayor**

**Rolf Hechler**  
**Mayor Pro-Tem**

**Merry Jo Fahl**  
**Commissioner**



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

**Destiny Mitchell**  
**Commissioner**

**Shelly Harrelson**  
**Commissioner**

**Bruce Swingle**  
**City Manager**

## **NOTICE OF PUBLIC HEARING**

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, December 12, 2022 to receive input regarding the following:

1. **Public Hearing/ Discussion/Action: Special Use Permit at 1705 Corzine Street. Applicant wishes to construct 78' x 17' Greenhouse and Accessory Storage Building on property with no existing principle building. (Sec. 11-10-1. - Accessory Building. A subordinate building, the use of which is incidental to and located on the same lot with the principle building. An accessory building shall not exceed one-fourth (¼) of the use or area of the main business or building).**

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

Should you have any questions regarding this Public Hearing, please contact me at (575) 894-6675 or by email at [aatorres@torcnm.org](mailto:aatorres@torcnm.org).

The agenda may be obtained on Friday, December 9, 2022 on the city website calendar at [www.torcnm.org](http://www.torcnm.org); by contacting the City Clerk's Office at 575-894-6673; or by email to: [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org).

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

Publish on the following date:

- Sentinel— Tuesday, November 22, 2022

**Sec. 11-9-9. - T-1 Transition District.**

- A. **PURPOSE.** The T-1 District is a low density semi-rural residential District comprised primarily of single family frame and manufactured housing units. This is a temporary classification intended to allow development of a predominantly undeveloped area.
- B. **DEVELOPMENT STANDARDS.** Development standards and other requirements are provided in Article 10 through 14 of this Code.
- C. **T-1 PERMITTED USES.** The following uses are permitted by right in the T-1 Districts:
1. Accessory Buildings.
  2. Detached Single Family Dwellings.
  3. Manufactured Housing on individual lots, tied down and skirted according to the provisions in Article 11 of the Comprehensive Planning and Zoning Code with one manufactured housing unit allowed per lot.
  4. Guest Dwellings or accessory living quarters.
  5. All types of Horticulture.
  6. 4-H or FFA animal raising in accordance with other applicable regulations.
  7. Keeping of small animals and fowl in accordance with other applicable regulations.
  8. Keeping of large animals in accordance with other applicable regulations.
  9. Recreational Courts, including but not limited to, tennis and other similar uses.
  10. Home Occupations.
  11. Produce stands for agricultural products.
  12. Greenhouse (commercial or non-commercial), garden sheds, and tool sheds. When detached from the main dwellings, such structures are subject to the provisions of Accessory Buildings.
  13. Private swimming pools five (5) feet from property lines and surrounded with four (4) feet fencing for safety.
  14. Garage or yard sale or similar use. There (3) sales are permitted in a one (1) year period at a single address. A sale shall not exceed three (3) consecutive days.
  15. Real Estate Office (temporary.) Permitted only when used in conjunction with a residential subdivision, provided such use shall be discontinued upon the completion of the development or within three (3) years from date permit issued, whichever is sooner.
  16. Recreational Vehicles. Storage of personal recreational vehicles, boats, trailers or similar uses shall be limited to a maximum of one (1) per dwelling unit in the front or side yard, with no limit in the rear yard, separated at least five (5) feet from any property line.
  17. Television and Radio Towers and all other Free Standing Towers (public or private.) Towers shall have manufacturer's specifications to withstand a 75 mph wind and shall be constructed to meet New Mexico Building Code standards.
  18. The sale of agricultural and farm products, nursery stock, poultry, rabbits, chinchillas, fish, frogs, earthworms and bees.
- D. **T-1 SPECIAL USES.** The following uses require a public hearing and approval of the City Commission:
1. Boarding Houses and Rest Homes.
  2. Cemetery.
  3. Child Care Center (Six (6) or more children).

4. Church.
5. Community and publicly owned recreational centers, clubhouses, and similarly, used buildings and structures open to the public.
6. Manufactured Home Parks.
7. Manufactured Home Subdivision.
8. Recreational Vehicle Park.
9. Schools (Primary, Secondary, Private and Parochial).
10. Veterinary Facilities.



## ARTICLE X. - ACCESSORY BUILDINGS

### Sec. 11-10-1. - Accessory Building.

A subordinate building, the use of which is incidental to and located on the same lot with the principle building. An accessory building shall not exceed one-fourth (¼) of the use or area of the main business or building.

### Sec. 11-10-2. - Temporary Accessory Building.

A maximum of one (1) temporary building which is not attached permanently to a foundation and that does not exceed a maximum of one hundred twenty (120) square feet in gross floor area, and ten (10) feet in height shall be permitted as an accessory building on a lot, provided it is located in the rear yard, and provided such building shall be secured to the ground in a manner approved by the designated Zoning Administrator.

### Sec. 11-10-3. - Permanent Accessory Building.

Permanent accessory buildings and structures shall be permanently attached to a slab or foundation and shall be subject to the following provisions:

- A. *Height:* A maximum height of fifteen (15) feet is permitted.
- B. *Accessory Use or Structure:* A subordinate use or structure customarily incidental to and located on the same lot with the principal use or building, and shall not occupy more than thirty percent (30%) of the rear yard.
- C. *Set-back Requirements (All Districts):*
  - 1. *Interior lot:* No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards.
  - 2. *Lots with more than one street frontage:* No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
  - 3. *Permanent Accessory Building, Setback Requirements:* Open-sided carports may be adjacent to main use or structures and no closer than five (5) feet from property lines in yards other than the primary front yard. Such carports may not encroach in the clear-sight triangle.

### Sec. 11-10-4. - Water Run-Off.

There shall be no water run-off on an adjacent property caused by an accessory building structure. Side gutters may be required by the designated Zoning Administrator.

### Sec. 11-10-5. - Use.

An accessory building shall not be used for commercial or dwelling purposes unless approved by the City for Home Occupation uses.

**Sec. 11-2-2. - The Planning and Zoning Commission.**

- A. *Purpose.* A Municipal Planning and Zoning Commission is hereby established for the purpose of interpretation of this Code, approving certain actions, receiving requests for modifications to this Code and re-zoning, and making recommendations to the City Commission concerning matters pertaining to zoning within the City.
- B. *Administrative review and interpretations.*
1. The Planning and Zoning Commission shall review an administrative action of the designated Zoning Administrator when it is alleged that there is an error in the order, requirement, determination, or refusal made by the designated Zoning Administrator and reverse, affirm, or modify the administrative action.
  2. The Commission shall interpret this Code when the designated Zoning Administrator is in doubt as to the exact meaning of the text.
  3. The Commission shall interpret the Official Planning and Zoning District Map in accordance with the standards set forth in the Comprehensive Planning and Zoning Code when the designated Zoning Administrator is uncertain as to the exact boundary of a District shown on the Official Planning and Zoning District Map.
- C. *Powers and duties.*
1. Recommend to the City Commission either approval, denial or modification of a request for annexation, special use permit, variance, subdivision, zoning, amendment of this Code, or any other land use consideration within the planning and zoning jurisdiction of the City.
  2. Grant final approval or denial of a home occupation or conditional use permit after public meeting, provided there is not an appeal to the City Commission within fifteen (15) days in accordance with Article 7 of this Code.
- D. *Composition of the Planning and Zoning Commission .* The Planning and Zoning Commission shall consist of five (5) members each to be appointed by a simple majority of the City Commission. Eligibility requirements for membership shall be established by the City Commission. Members shall serve staggered terms of two (2) years each. A recording secretary shall be provided to assist the Planning and Zoning Commission by the City. The recording secretary shall not be a member of the Planning and Zoning Commission and shall be only responsible for those duties requested by the Planning and Zoning Commission and approved by the City Manager.
- E. *Organization of the Planning and Zoning Commission.* The Planning and Zoning Commission shall elect a chairman, vice-chairman, and second vice-chairman in July of each year, or as required due to unforeseen vacancies. They shall serve for one (1) calendar year following their elections.
- F. *Voting.* A simple majority vote of a quorum of the Planning and Zoning Commission is required for approval of all Planning and Zoning Commission actions. A quorum requires at least three members of the Commission present.

In order for a vote to be valid on a particular issue, a quorum must actually vote regarding the measure. A member who abstains from voting on an issue is deemed to have not voted on the issue.

- G. *Findings of facts for recommendations and decisions.* In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:
1. Impair an adequate supply of light and air to adjacent property;
  2. Unreasonably increase the traffic in public streets;
  3. Increase the danger of fire or endanger the public safety;
  4. Deter the orderly and phased growth and development of the community;
  5. Unreasonably impair established property values within the surrounding area;

6. In any other respect impair the public health, safety and general welfare of the City; or

7. Constitute a spot zone and therefore adversely affect adjacent property values.

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

- H. *Report to the City Commission.* The Planning and Zoning Commission shall provide written minutes, with recommendations as necessary, to the City Commission on all matters that are brought before the Commission. Such minutes shall include a statement of the findings of facts that were the basis of any decision or recommendation made by the Planning and Zoning Commission.

# PLANNING AND ZONING COMMISSION FINDINGS OF FACTS CHECKLIST

Request Date \_\_\_\_\_ Address \_\_\_\_\_

Findings of facts for recommendations and decisions.

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

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

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

**CITY OF TRUTH OR CONSEQUENCES  
PLANNING & ZONING COMMISSION  
MINUTES  
TUESDAY, DECEMBER 12, 2022**

**REGULAR MEETING**

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, December 12, 2022 at 4:00 p.m.

**INTRODUCTION:**

**ROLL CALL:**

Chris Sisney, Chairman  
Susan Buhler, Vice Chairman  
Esther Luchini, Member  
Eduardo Alicea, Member

**ALSO PRESENT:**

Bruce Swingle, City Manager  
Traci Alvarez, Assistant City Manager  
Orrin Hechler, Community Development  
Jamie Sweeney, Code Compliance – **Via Phone**  
Lisa Gabaldon, Deputy Clerk

**1. APPROVAL OF AGENDA**

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

**2. APPROVAL OF MINUTES OF OCTOBER 11, 2022**

Chairman Sisney made a motion to approve the minutes of October 11, 2022.  
Vice-Chairman Buhler seconded the motion.  
Motion carried unanimously.

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

No comments.

**4. PUBLIC HEARINGS (5 Minute Rule Applies)**

- A. Public Hearing/ Discussion/Action: Special Use Permit at 1705 Corzine Street. Applicant wishes to construct 78' x 17' Greenhouse and Accessory Storage Building on property with no existing principle building. (Sec. 11-10-1. - Accessory Building. A subordinate



*building, the use of which is incidental to and located on the same lot with the principle building. An accessory building shall not exceed one-fourth (¼) of the use or area of the main business or building).* Traci Alvarez, Assistant City Manager

Assistant City Manager Alvarez stated that the permit is for a commercial greenhouse and a commercial storage unit to be built onto the property. Applicant has submitted all documents and paid their fees.

Vice-Chairman Buhler asked: what do you plan to use the greenhouse for?

David Dawdy: Hello, I'm David Dawdy, I'm the president of a non-profit called People Growing Together and we're an initiative to hopefully train high school aged students who have a greenhouse at the high school.

Deputy Clerk Gabaldon: Let me pause you really quick sir. I need all of the applicants who are here today to be sworn in first. If I could ask you all to stand.

Assistant City Manager Alvarez: As well as the proponents and opponents.

Deputy Clerk Gabaldon: As well as the proponents and opponents, if you could stand to be sworn in.

Assistant City Manager Alvarez: Chairman and members of the board, we have to follow the batter shell process for these public hearings.

Vice-Chairman Buhler: My fault, sorry.

Deputy Clerk Gabaldon: Do you swear to tell the truth, the whole truth, and nothing but the truth?

Everyone agreed.

Deputy Clerk Gabaldon: Please start again.

David Dawdy: I'm David Dawdy and I've been here since 2014. I'm interested in local growing and training young adults to have a job in that field so that they don't have to leave town; and also noted over the Covid epidemic that Walmart's trucks stopped coming and we had empty shelves, so we're dedicated to growing organic food at a reasonable price. We're non-profit so we actually will be selling the produce and donating 1/3, 1/3, and 1/3; 1/3 will go to the food banks, 1/3 will go to the families of the kids who are working, and 1/3 will go back to the non-profit to keep it rolling. Citizens have come forward; they have provided \$10,000 to buy the lot. Traci McGowan sold us and dropped her price from \$20,000; she's across the street with donkeys and that's about the story. We're not intending to commercially sell anything from that lot; we have storefront on North Broadway and it's just principally for growing and teaching how to grow in a greenhouse, which is so technical. It doesn't use any petroleum at all; it uses the temperature that is 8-10 feet below the ground and blows it up with electric fans; switches out the temperature every 1-2 minutes and we avoid any extra greenhouse gases. 48% of most commercial greenhouses costs go to heating it in the winter so basically will have very little expense in that area. That's the whole story that I can present; if you have any questions, I'd love to answer them.

Chairman Sisney: Do any of the board members have any questions for Mr. Dawdy?

Vice-Chairman Buhler: I wonder if you would be using City water; what type of water are you going to use?

David Dawdy: It will be City water; it already has City water and City electricity on the lot.

Member Luchini: How will you get your funds to pay for the City utilities and services? What funds will you use to pay the property taxes or expenses?

David Dawdy: Property taxes are \$176 a year at the present time; they'll probably go up when I put the building on it. We're non-profit; we've collected \$25,000 so far. We have the basics; it's a kit from North Dakota or Lance Nebraska; almost North Dakota. And, it's a non-profit; volunteers are there. We hope to have 1 or 2 paid positions particularly to instruct the children how to use the greenhouse and then have some paid internships and stuff like that. It has a lot to do with; it's a 78 foot long greenhouse and we expect to be able to...we have a master gardener advising us and I think we're gonna have enough

income coming in from once plants starts we'll have next spring and ongoing and we hope to have it built, if you give us permission, in March.

Vice-Chairman Buhler: One other question is it going to be like, is it going to incorporate like public school children?

David Dawdy: Yes, that's exactly right. I'm a substitute teacher at the public school; I work with the plant science kids last May and we really want to encourage them to learn how to grow their own food because they have the facilities up there to grow food for the cafeteria, for instance, and get high quality vegetables and salads and whatever. I've been working with the principle up there; Covid really knocked us in a loop. We should've been a year ago...we should've had this done a year ago but slowly but surely. We figured it would be a 5 year program; we could raise the funds, get it built, and then see from its success what else we can do. I just feel that to leave a legacy of self-independent growing in this area and showing people how to do it, along with that, the USA Extension teaches canning and for people to learn how to cook again there's a whole thing about it. The part that I'm coming to you for is to use that currently desert land to construct the greenhouse.

Chairman Sisney: Are there any other questions for him? Are there any other proponents that want to speak on behalf of this issue?

Assistant City Manager Alvarez: Did anyone else sign up?

Deputy Clerk Gabaldon: There is nobody else that signed up.

Assistant City Manager Alvarez: So, we have no opponents or no proponents?

Deputy Clerk Gabaldon: No.

Assistant City Manager Alvarez: So Chairman and members of the board, within included in your packet you do have a section of the Municipal Code that references what the purpose and development standards are of the T1 district; please note that the T1 district is considered a low density semi-rural residential area. Approving a special use permit to have a greenhouse and storage unit that does not have a principal building on it, it could be considered that you could be setting a precedent in all residential areas for that, so that is something to be mindful of.

Chairman Sisney: Do any of the members have any questions on this? And, Traci, is that all that the City has to say about that?

Assistant City Manager Alvarez: I've provided you the section of the Municipal Code that shows what is allowed and what has to be done by special use; he's submitted his application and his scope of work, full site plan, and showing where everything will be located. At this point, it's up to the Planning & Zoning commission to decide whether to recommend to approve or to recommend to deny to the City Commission.

**Vice-Chairman Buhler made a motion to approve the special use permit.**

**Member Alicea seconded the motion.**

**Motion carried unanimously.**

**B. Public Hearing/Discussion/Action: Request for a Special Use Permit at 616 N. Caballo Rd. for the purpose of a Multi Animal Permit. Traci Alvarez, Assistant City Manager**

Assistant City Manager Alvarez referred the board to their agenda packets to Ordinance No. 725, sub-section I, it states that all animal listed on the application 3 months of age or over must be vaccinated for rabies and possess a City animal license tag. When one of the applicants came before us, it didn't fall inside the little box and somewhere along the lines of revising this ordinance multiple times, some wording was dropped from that particular sentence so it should read, and we will look at revising our municipal code, we'll have to go through a whole ordinance amendment, but the intent of that particular section is all animals listed on the multi-animal permit, 3 months of age or over must be vaccinated for rabies and must possess a City animal license tag, and where that is going to become



important is the public hearing that you're going to hear today for a kennel permit. It was not the intent of this ordinance for people that are doing kennel permits, for all dogs that go in and out of a kennel; and fostering will fall under a kennel permit.

This hearing is for a multi-animal permit. The applicant you will see will have a second public hearing for a kennel permit, so the applicant does have personal dogs and then she also does fostering. Her application showed 7 dogs but we did amend the application to reflect that she now only has 6 personal dogs. Animal control and code enforcement have inspected the residence and they did approve the application. Animal control is here if you have any questions or if animal control would like to make any statements regarding this; applicant is also here in the audience as well.

Animal Control Officer Knull: So I did have one question for Serena, we did have an instance where the dogs did escape the yard, looking back now at the time of the inspection, all of the dogs were placed inside of the house; we did not realize how the fence was until we drove by a few days later and noticed that all of the dogs were out and were able to rest standing up along the fence, where it concerned us that they might be able to get out. A few days after that, we had an incident where the dogs did escape and I would like to ask, how did they get out at that time?

Assistant City Manager Alvarez: We also have code enforcement Sweeney on the line as well too for the code enforcement side if needed.

Code Enforcement Officer Sweeney: Like animal control said, when we did go over there, they had an immaculate yard; very clean, especially given the amount of dogs that were there. But the older ones are their personal use for inside and of course the kennel, which of course we'll hear at a later time, they were outside. At the time of the inspection we did not see...the fence was perfectly enclosed; there were no breaks in it, no nothing to indicate that the animals could escape. But as Officer Knull said, shortly after the inspection we got a call of 3 very large dogs running down Riverside and a later date we did identify that they did belong to that residence and so that gate may be too short for the size of dogs that she has. I'm not sure if they jumped over or... (phone cut out). Part of the inspection is the enclosure and so somehow those dogs did get out and they're not very easy to catch; we were only able to get the one, I guess maybe the other 2 went home. On the code enforcement side, there was no nothing; they've got more than enough room for the animals, but I am concerned that the enclosure itself may be a little short given the size of the dogs.

Serena Byargeon: As far as the fencing goes, they can reach the top and we've had these dogs for years and none of them have ever jumped the fence except for one...his name is Zeus, he's the biggest one and he kept doing it and kept doing it so eventually whenever we put him out to do his business, he does go on a 30 foot chain. We made sure that he cannot reach the fence to try to jump over and hang. We made sure that there's nothing in the way or anything like that; he's only on it just to do his business and get a little bit of exercise. As to the 3 dogs that escaped, at the time we were having problems; raising dogs is like raising kids, hit and miss. You learn as you go. Our back door and our front door were not closing all the way, the wind would push it open and therefore the dogs would escape that way and that's what happened that day. We have since not only fixed the doors but we've also put up metal security screens on the doors to fix that problem. That problem is resolved. One of ours did get picked up. I called officer Knull that night because we found the 2 but we couldn't find the 3<sup>rd</sup> and I was freaking out but I called him directly and he did inform me that they did have Cupid and we got him the next morning. It was bad enough of a situation for me that I told my husband that I don't care what bill has to go, doors are going in, screens are getting done, and so that's been done.

Chairman Sisney: Does anyone have any questions?

Robert Baca: I live at 206 Garnett Street in the alley and if there's purpose for this kennel or multi-dog purpose, will there be a privacy fence. I have a metal fence but I can only afford to go up so far to corner my fence. With 6 dogs in that yard now and 2 across next door to it and across there and 2 in mine and 4 on the other side, there's 14 dogs in that little area right there. At some point in time, if it's gonna be a

kennel, will the dogs be in individual kennels set up as a kennel, with 2 sides and cover to protect these dogs or just do a fence where they run wild? That's what my concern is; if it's gonna be a kennel, make it a kennel like at the shelter where there's individual cages where the dogs can be kenneled at night because you cannot sleep in that neighborhood. When one of them goes off, there's 30 dogs that go off. So, if my neighbor, he walks off on his rental property, the dogs are right there and they can't enjoy the porch or any portion of their yard; the dogs are just chain linked fence. So...

Deputy Clerk Gabaldon: Are you questioning about the kennel permit part because this is the special use...

Robert Baca: Multi dogs...how many dogs are they gonna be allowed on this property and then I'll address the kennels. That's all I say; there's a limit to so many dogs if this is kind of a bunched deal is what I'm saying; this is a two-part deal, so that's all that I have to say about the dogs.

Chairman Sisney: Mr. Baca, let me ask you about that neighborhood, ok because we had this come up already. People are complaining about the dogs but it sounds like no one wants to complain about the dogs because everyone has dogs.

Robert Baca: If they're gonna be a way to...well the dogs can't see through the alley where other dogs get there and get in the alley and they start barking and one starts barking and they all start barking. So, if it would be a multi-purpose would that that kind of be a nail to be screened or solid privacy fence to be put up is what I would suggest with a portion.

Chairman Sisney: Ok Mr. Baca, we'll give them a chance to answer your question.

Clifford Byargeon: He is correct about the amount of dogs within our part of the neighborhood. You go in any direction 3 houses that way or 3 houses that way, even without our dogs, you're looking at a combined of 20 at least. At night time, due to the noise, we prefer to keep our dogs inside; they're free to roam in our house, we haven't had any problems with them chewing anything, making messes, they're all good dogs. We only let them out for about 5 minutes at a time to use the bathroom at night and we keep them in because all night long, constantly, every dog barks. You can stand outside in the backyard and count at least 12 distinctive dogs barking anytime...1 in the morning, 2 in the morning, 3 in the morning; a leaf falls and one dog barks, another dog barks. There was a period of time about a year ago, one of our neighbors always thought it was our dogs barking, they didn't know that we kept our dogs in the house at night and someone finally broke down and told her it was actually her dogs in her own backyard barking; she forgot they were there at night, thought that was weird but...As far as the kenneling goes, most of our kennels are located inside of the house; we have a clean room; Mr. Knull has seen it. We keep our kennels clean; they have the little pull apart bottoms and we prefer to keep them out of the elements in case it's gonna snow, wind, anything; keep them safe. We have successfully fostered several dogs throughout the last couple of years and fixing the screen door did in fact fix our problem with the dogs getting out. Anytime the wind would blow, the door would just open; dogs hear it, they run. In the future we're hoping to get a privacy fence, trying to save up for it, but for the most part, our dogs are indoor dogs and we're trying to keep them away from the drama of all the other dogs in the neighborhood that just bark.

Serena Byargeon: So, we have priced different options of the fence because obviously we don't want Zeus on a chain at all, and for us to do a full privacy fence around our yard it's a big yard, we were quoted \$10,000; we don't have that kind of money. Our next option was to try to do risers; we've tried to come up with different ideas; risers and then add more fence to it and that option was \$1,000 versus \$10,000. Would we like a privacy fence? Absolutely, we don't want anybody seeing what's going on. As far as the dogs being out, if we let all 6 out at once, there's one of us out there with them. Usually we let out 2 maybe 3 at a time, that's it because we've had incidents where somebody gets agitated and then they fight, so the more dogs that are there the more they're gonna fight. If they're gonna be out by themselves, its 2 or 3 at a time, otherwise, we are outside with them.

Deputy Clerk Gabaldon: I have an email to read as well that came in. (Attached)

Chairman Sisney: I have a question for the City attorney

Assistant City Manager Alvarez: I might be able to help, what would be your question?

Chairman Sisney: I'm trying to put myself in the position of somebody that lives in this neighborhood; if there's all these dogs, how does anybody get any peace? And, what's the recourse if you call animal control out there, what's gonna happen? If you lived in this neighborhood and you don't want to listen to dogs barking, you gotta move out or what?

Assistant City Manager Alvarez: That's the purpose of a special use permit for anybody that's wanting more than 4 animals that they're allowed; I mean every person in that neighborhood could have 4 dogs, they'd be allowed per our municipal code. Anything in excess of 4 dogs has to come to you guys for your review and approval.

Chairman Sisney: Right, but that doesn't answer my question. What if a person was living in this neighborhood and didn't want to listen to dogs barking all the time, are they required to move?

Assistant City Manager Alvarez: Well, I guess they would call in a complaint and it would go out to an ACO...

Chairman Sisney: If they have 20 something dogs in this neighborhood, they would have to be over there constantly; there would have to be a solution...

Assistant City Manager Alvarez: Maybe code enforcement or ACO can let you know what the process or procedure is if they get a noise complaint; that would be a process that they would go through.

Tyler Knull: when we get a noise complaint for barking dogs our first question that we always ask the reporting party is, is this barking excessive, continuous and unprovoked, because with our municipal code, it states the difference between the provoked bark and unprovoked barking; if the barking is unprovoked, continuous and excessively, that's when we can start to issue disturbing the peace citations and looking into that sort of thing. If it's provoked bark, someone's driving by or walking by anything like that, anything that would provoke a normal dog to bark, that's when we really can't do anything because a dog is a dog and it's gonna bark and anything that provokes it. Anyone walking by or driving by, even if they see a neighbor across the street going into their house or maybe even another dog depending on the circumstance, that's considered a provoked bark and we really can't do much about provoked barking; if it's unprovoked barking, the dog is just sitting outside barking at a tree for instance, that's when we can start looking into disturbing the peace and we can try to come up with a solution with the dog owner.

Chairman Sisney: Would a dog barking at another dog be provoked or unprovoked?

Tyler Knull: That would be considered provoked.

Vice-Chairman Buhler: What about at night, are people allowed to leave their dogs out at night to bark and not bring them inside?

Tyler Knull: Yes ma'am, so they are allowed to leave their dogs outside, like I said, if the barking is continuous and excessive, that's when we start having issues, so we have to make the determination if the provoked or unprovoked. We try to have the RP or the complainant record after the complaint that way we can get a feel for what's going on. Even if the barking is provoked, we try to look at the time limit if the dog is barking continuously for 15 minutes at a time, we'll still go ahead and issue a citation and they would have to go through the courts and explain why this dog is barking so often and so much.

Chairman Sisney: Can you tell me what are the results of most of these complaints turns out?

Tyler Knull: So, most of them, it depends on the court. The court usually ends up a deferral on the complainant and the owner of the dog. If it's proven that this barking is excessive and continuous and not provoked, then a deferral or citation will be issued from the court and the court will go from there. Once I issue the citation, it's out of my hands and back into the court's hands.

Chairman Sisney: Has this happened?

Tyler Knull: This has happened before.

Chairman Sisney: And do you know whatever becomes of these complaints?

Tyler Knull: It's usually like I said a deferral from the court for a period of 6 months and if another complaint comes in with a period of 6 months after, the deferral from the courts and the courts will go back from there.

Chairman Sisney: Has anyone ever had to get rid of any dogs or done anything to...

Tyler Knull: Not to my knowledge.

Chairman Sisney: Does anyone else have any questions?

Vice-Chairman Buhler: Well, I think the fence thing is a big thing. Your neighbors can't go out and enjoy themselves on their porch, that's not a good thing. And if you're fostering other animals over and above what you have, that wouldn't be a good thing either. You said you foster animals too, right?

Serena Byargeon: Yes, we have for 2 years.

Vice-Chairman Buhler: Well, then you would have even more animals in your house then...What are you applying for?

Serena Byargeon: 6

Assistant City Manager Alvarez: For the multi-animal personal, yes.

Vice-Chairman Buhler: You know, I don't know that I agree with you being able to foster animals because you wouldn't have a permit for that, it would just be more animals...so that's my take on it anyways.

Member Luchini: Is this the first time that you've applied for a multi-use for the 6 dogs?

Serena Byargeon: It's because everything changed, we did have a kennel license prior that was under the umbrella of all the dogs. We've successfully fostered several dogs and gotten them off to rescues or adoptions.

Member Alicea: Have you ever had problems with those foster dogs?

Serena Byargeon: Honestly, yes, one time. In January we had an older German Shepard come in and we started noticing that she wasn't getting along with 2 of our dogs and I had been in touch with Mary, the other animal control officer, because I didn't know what to do because obviously I'm here to rescue dogs but it wasn't working out and she said you need to bring her in, she needs to be put down. She was 13. We were trying to make her last couple of years comfortable but it was getting to me too much. They were nipping at each other inside of the house. My granddaughter didn't know the situation and she helps out with the dogs a lot, and she had let the dogs out and when she let them out, one of our female dogs and the German Shepard started fighting. When they started fighting all the dogs started fighting; pack mentality. It was a very costly lesson; we lost one of my adoptees, we lost one of our own, and of course the German Shepard; they put them all down.

Assistant City Manager Alvarez: Excuse me Chairman and members of the board, if I could interrupt for a minute. Right now, we are just dealing with the multi-use, the next hearing deals with the foster portion of their application.

Chairman Sisney: I'm gonna make a motion that because you have complaints from 2 neighbors that we deny this.

Chairman Sisney made a motion to deny.

Member Luchini seconded the motion.

Roll call vote was taken:

Chris Sisney: I disapprove this application.

Susan Buhler: I don't approve of it either; if they did some other things, I might but not now.

Esther Luchini: I agree with Chris' motion to not approve the permit.

Eduardo Alicea: I think we should give them more time. I don't know their situation except for what's here on the papers and having dogs in the past and fosters and situations are not easy. I understand the situation but sometimes the situation with neighbors gets nasty. I disagree with you.

Motion carried with a 3 to 1 vote.

Serena Byargeon: Can I just say that the neighbor that has the complaint that works out in the front, they have 6 dogs themselves without any kind of permit and they just dropped another litter.

Chairman Sisney: Yah, it's a problem and this is not helping the situation.

Serena Byargeon: So, what are we supposed to do with our dogs?

Chairman Sisney: I don't know.

Assistant City Manager Alvarez: This is just their recommendation; their recommendation will go to the City Commission.

C. Public Hearing/Discussion/Action: Request for a Special Use Permit at 616 N. Caballo Rd. for the purpose of a Kennel Permit. Traci Alvarez, Assistant City Manager

Assistant City Manager Alvarez: Chairman and members of the board, same applicant is requesting a special use permit for kennel; this is for the animals that they foster. Animal control and code enforcement has gone out there to review the yard and the application. This special use permit is to allow them up to a total of 10 animals that would include their personal animals, so if they had 6 of their personal, they would be allowed 4 fosters; if they have 7 personals, they would be allowed 3 fosters. Applicant, code enforcement and animal control are here for any questions. I believe that there are no proponents or opponents on this specific permit however, the opponents from the previous permit also attach onto the kennel permitting.

Chairman Sisney: So, there are no proponents that would need to speak.

Assistant City Manager Alvarez: I think the opponents both via the email that was received as well as the one that spoke, also touched on kennel permit in their opposition.

Deputy Clerk Gabaldon: Serena is the only proponent if she wants to get up and speak.

Chairman Sisney: Do you need to get up and speak on this Serena?

Assistant City Manager Alvarez: Applicant did also submit a letter from the shelter that she does foster from as well, so she's submitted all required paperwork.

Serena Byargeon: Like I said, we've been fostering for over 2 years now and the only incident that we've had was the one German Shepard. Dogs are gonna bark when they're outside; ours are outside very little. We let them out to do a little bit of exercise and pee and they're back inside; and the reason for that is, I don't like barking, it annoys me. Back to the fosters, every foster that has come through our house, they get their 3 puppy shots and then they stay long enough to get their rabies shot and get spayed or neutered. No foster dog leaves without being spayed or neutered or fully vaccinated and while we have them, we train them the basics; sit, stay, begging, not chewing things, potty training, stuff like that. Because they're inside, we see what's going on; that's another reason that we like our dogs inside, is because we can see what's going on with them. We haven't had any issues on fostering. We have a lot of dogs in our neighborhood and they all bark and the one caddy corner from me barks incessantly but I don't call anybody. My neighbor has 3 dogs, I don't call anybody; it is what it is. It's a neighborhood full of dogs; everybody in our neighborhood has 3 or more dogs. The shelters, if you were to research, our shelters both here and outward, they're just so overwhelmed. In just the last 2 days somebody has dropped off 2 pregnant dogs that had puppies. Some of the mommas have died; they've needed to be bottle fed; everybody is just throwing away their puppies and that's exactly what's going on, they're throwing away these dogs and there's only so much room that the shelters have, there's only so much room that the rescues have...that's why we have fosters. We foster them until they're ready to either go to another rescue or to a home. And the ones that I've adapted to homes, I've kept in touch with and they're still in their homes and they're very happy.

Chairman Sisney: Thank you for your service.

Member Luchini: Are they normally adult dogs or puppy dogs; I guess it can vary all the time what you get.

Serena Byargeon: We primarily deal with puppies so that they can get training. The German Shepard was an adult and I'm traumatized by that whole situation. Like I said, I lost one of my dogs from it.

Member Luchini: So you are on a list to be referred to have the dogs, for the dogs that you foster, for the dogs to be adopted?

Serena Byargeon: Yes

Member Luchini: How do they contact you?

Serena Byargeon: So, the rescuer puts out all of the information; once in a while she'll let me do it. We had a pregnant Pitbull; we didn't know that she was pregnant. We were looking at Facebook and we saw this post and our rescue was begging for someone to come and save this dog because she was gonna be put down that day and I just took one look at her, not knowing anything about her and I said if you can get her to El Paso, that's where the rescue is, I said, I will come get her. So, we went and we got her and a couple of days later, we realized that she was pregnant, and we were like, oh ok, let's work with this. So, we read and reorganized and did everything and she had 8 puppies and we adopted out all 8 puppies except for one, we kept one and the momma, I had to advertise outside of state because there were no responses in state. She was such a good dog, like, we wanted to keep her but we know that our limit is 6. We wanted to keep her so bad but I ended up meeting with somebody from Arizona who happened to have property in Albuquerque, she came through and they hit it off great. So, sometimes I'm allowed to adopt out but primarily it's the rescue because she puts out the information and it's her responsibility that these dogs go to responsible places.

Chairman Sisney made a motion in opposition of this application.

Vice-Chairman Buhler seconded the motion.

Roll call vote was taken:

Chris Sisney: I disapprove this application.

Susan Buhler: I do too.

Esther Luchini: I disapprove also.

Eduardo Alicea: I abstain.

Motion carried with a 3 to 1 vote.

D. Public Hearing/Discussion/Action: Request for a Special Use Permit at 103 N. Maple for the purpose of a Multi Animal Permit. Traci Alvarez, Assistant City Manager

Assistant City Manager Alvarez: Chairman and members of the board, applicant has submitted an application for 103 N. Maple; application shows 7 dogs. Animal control and code enforcement have inspected the residence. Animal control has approved the area that the dogs are housed however; the property does have multiple code violations and was not approved by our code enforcement officer.

Code Enforcement Officer Sweeney: I was made aware about this property, I'd say probably about 2 months prior to even knowing about this application. I went over there with an officer; just given the condition, it's a safety thing. Sometimes I just take an officer because, not to say that they were, but in the past homeowners can get very angry when I'm explaining what's going on. I took an officer over there with me. We spoke to the homeowners about the various things that were going on. They have a fence and then they were building on top of that with pallets; it was huge safety issue, just given New Mexico's winds that would've blown over right into the street or somebody walking by. I explained that to them, they immediately agreed that they would take it down. They explained that the reason that they were putting it up is because they were getting in trouble with animal control for the dogs getting out. Fast Forward to this application, me and animal control go over there and although they did clean up a massively amount of stuff that was there, they were still not in compliance when it comes to code violations for what was there, so I explained to them then, we did the inspection. So how the property

sits, is it's a mobile home, so on the north side of it is where the majority of the code violations were and they were actually actively out there cleaning it when we had gone there and done the inspection. On the south side is where they were housing the animals. They had it blocked off, so when you look at the checklist and it says debris and everything else, it pertains to animals, so although the code violations were not an immediate danger to the animals, there were violations. I had to sign off and say yes they were in compliance when it comes to the debris and everything else that was there, but there were still violations. I explained to them there and at the time that we do the application, everything should be replaced. I decided to give an olive branch and say, you have 2 ½ weeks to get the property in compliance and I'll come back out and check it. When I came back out and checked it, of course it was not. I spoke to him then and he was a little frustrated. He was explaining that he didn't have the funds to take it to the dump and he was upset about it. He finally just said to just take him to court and I explained that that's not what we were there for, it was just for this. At that time, he said that he was gonna be even, I didn't realize that it was 7, but he was even gonna get rid of, I believe he said just one, so he could be in the compliance part of it, where he wasn't even gonna need one. At that time, the last time that I went, they were still not compliant; they had it pretty much all cleaned up but there was still that, so we went ahead and signed off on it. I had given the time and I'm not sure if it's compliant now. At the last time that I went, the very last time, and I think I might even had wrote the date, I'm not sure, it was still not in compliance, so I went ahead and signed off on it that we did the inspection, but that's where we left off and that's where I left off. I have not gone back by; I have not seen if it's in compliance yet, that's just where we ended.

Assistant City Manager Alvarez: Applicant is also in attendance.

Phillip Cox: Hello, I live at 103 N. Maple. As Ms. Sweeney said, yes we did have a lot of debris. I was trying to start my own business at the time and I was trying to turn a camper trailer into a work trailer; it didn't go as planned so we went ahead and we cleaned everything up. We did everything in the guidelines in which we were supposed to for our animals. In regards to the fence that I was building, when I had got in trouble with animal control the judge at the time did tell me that I had to put up a bigger fence. This is before I realized that you had to get permits and zonings and this is the first time that I've ever really had to take this course. This is the first time I've ever been in a public meeting right now, so this is all a first for me. I believe that I'm within everything I need to have my animals. We did have one pass away on us after we had gotten surgery done on her. She was 12, she was a little Chihuahua she passed; she had a tumor. We took her to Arenas Valley, we paid for two different surgeries to have her fixed and she passed so we now have our 3 big dogs and our 4 little dogs. And, our 4 little ones are inside and our 3 big ones, one of them we were told by Officer Knull here, that we could not have a chain, we had to have a run, which we did install; the dog has free room, it can run back and forth. The other 2, we have not got run-cables up yet so they are still in a kennel. The kennel has sheltering over it, there are 2 dog houses in it, there's food, there's water, it's clean. I do have 2 kids; a 5 year old and 2 year old. They do tear up the yard, we do keep it cleaned up all of the time but my kids like to destroy stuff. I believe that they have not been back by to inspect, because I'm sure they've had other things dealing with. As far as I know, I believe I'm clear on this. They are more than welcome to come out and look again if they'd like. We've been keeping up on it and we have all of our animals have been fixed, they've all got their rabies, they've all got their vaccinations, I brought that paperwork here today for proof that all of that has been taken care of.

Cathy Jones: I live next to the couple that would like to have the multi-animal permit and I'm opposed to this. I do appreciate that they have their larger dogs on a runner now. It's been quite some time, I believe that it was last summer, I came home on my lunch break, one of their dogs was in my yard. I was unable to get into my own yard because the dog was there. It was a large dog, had a vicious bark; I was afraid to get into my own home. A couple of weeks later, I was leaving to go back to work at lunchtime and one their dogs was on my porch. It was the same one that was in my yard and I was afraid to get out



of my house on that particular day. My personal opinion, I don't think that they have enough space for all the animals that they have. I have 3 dogs myself; I'm not opposed to the animals by no means. The barking is a little out of hand in the middle of the night. My dogs, they bark. We have a critter that comes across the river; numerous raccoons, so my dogs will bark when there's a critter in the yard or somebody walking by. My dogs are kept inside at night; they're crate trained. They go out mid-morning and then they come in in the evening. They would have to in my opinion, create a larger wall or ensure that they're on a runner at all times for my own safety. I do have grandkids that come to my house. Some of them are smaller, some of them are older; I'm more concerned about the younger ones that come to the house. I think that's all I have to say.

Member Luchini: The purpose of raising the fence is so that they don't get out, correct?

Cathy Jones: Correct, I actually saw them jump over the fence and come into my yard. I live directly behind them. I have seen them jump. The first time that the dog was in my yard, I called animal control to come. I don't know who the gentleman was, it wasn't this man right here. He attempted to jump the fence to come into my yard to get the dog. I had to stop him and ask him to come around and there's a cinder block wall between the north side and theirs, that one of the dogs would get out and walk across that fence on that cinder block wall and so it would jump into the yard. I've seen it, I couldn't find my pictures, I looked for the pictures that I have but I have seen it jump back and forth over the chain link fence there as well as jump on the cinder block wall in between the two other properties.

Phillip Cox: In regards to the statement that was just made about my animal going on the brick wall, I've already discussed with neighbor that is right next to me, I believe he used to work for the City as a trash man, the reason we have put the animals in the kennels is because our fence is a standard height fence and with our kennel that we have, the two that we have in the kennel, we had to put chicken wire because she can run and get a jump, so we put chicken wire over the top with a tarp to keep her from being able to get out and run the streets. Since then, none of my 3 big dogs have been out of that yard, none. So, her incidents that she talked about are probably a long while back when we first got in trouble with animal control. Since then we have done everything, and if my dogs are barking, it is because there is someone that is approaching my house that is not supposed to be there. I have rules at my house. 10 o'clock you do not come over. If my dogs are barking, it ain't because they are barking at a leaf; someone is in my yard. I didn't use to own big dogs until we had a home invasion take place; we had a miscarriage and everything. I then decided to get big dogs for my family's protection. I have done everything that I can to keep them safe. I do not have the funds or the permits to build a higher fence, that is why 2 of them are in a kennel and one of them is on the runner. The moment I have the funds to get the runs, we will let them be on the runs and get them out of that kennel.

Chairman Sisney: I hope that everyone understands that the purpose of the Planning and Zoning Committee is to make variances on the rules that have been set up by the City. The City has determined that 4 dogs is the maximum for animals. 4 animals of any combination is the maximum that someone can have at their house. So far we have not approved a single variance for dogs.

Chairman Sisney made a motion that they do not approve the multi animal permit.

Vice-Chairman Buhler seconded the motion.

Roll call vote was taken:

Chris Sisney: I disapprove this application.

Susan Buhler: I disapprove it for the City Commission.

Esther Luchini: I disapprove also.

Eduardo Alicea: I abstain.

Motion carried with a 3 to 1 vote.

**5. NEW BUSINESS:**

A. Discussion/Action: Recommendation for Re-appointment of Board Member Chris Sisney

Vice-Chairman Buhler made a motion to reappoint Chris Sisney.

Member Luchini seconded the motion.

Motion carried unanimously.

**6. REPORTS FROM THE BOARD**

Nothing to report at this time.

**7. REPORTS FROM STAFF**

Nothing to report at this time.

**8. ADJOURNMENT**

Chairman Sisney made a motion to adjourn the meeting. Member Luchini seconded the motion.

Motion carried unanimously.

**PASSED AND APPROVED ON THIS 9<sup>th</sup> DAY OF JANUARY 2023.**

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Chris Sisney,  
Planning & Zoning Commission Chairman



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: I.5*

**SUBJECT:** Request for Special Use permit at 616 N Caballo Road for the purpose of a Multi-Animal Permit

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** January 4, 2023

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

### **Summary/Background:**

Public Hearing was held at Planning and Zoning Commission Meeting on 12-12-2022. Applicant was present. Applicant has 6 dogs. Completed application has been received and all animals have been licensed per municipal code and fees paid. Animal Control and Code Enforcement have completed required site visit and approved the application request. 1 opponent spoke in opposition during the public hearing and 1 opponent email was noted. P & Z Commission recommended to deny Multi-Animal Special Use permit for 616 N Caballo Road.

### **Recommendation:**

Make final determination to approve or deny Multi Animal Special Use permit for 616 N Caballo Road

### **Attachments:**

- Agenda Packet for 12-12-2022 Planning and Zoning Meeting
- Draft Minutes from 12-12-2022 Planning and Zoning Meeting – Applicable section highlighted

**Fiscal Impact (Finance):** Choose an item.

[Click here to enter text.](#)

**Legal Review (City Attorney):** Choose an item.

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☐ City Manager

### **CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 1-11-2023



**CITY OF TRUTH OR CONSEQUENCES**  
**PLANNING AND ZONING COMMISSION ACTION FORM**  
**DATE: 12-12-2022**

**ITEM: Public Hearing/Discussion/Action –Multi-Animal Special Use Permit for 616 N Caballo**

**BACKGROUND:**

Applicant has submitted original application for 7 dogs but application has been amended to reflect 6 dogs on premises. Animal Control and Code Enforcement have inspected the residence and approved the application request.

**Per Ordinance 725**

It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four animals in any combination thereof, three months of age or older on their residential or business premises without a multi-animal site permit. Any person who operates or proposes to operate a residential or commercial multi-animal site shall file an application for a permit. All applications shall undergo a special use permit process. Permits will be reviewed for renewal annually. No more than seven animals in any combination are allowed for multi-animal permits.

**SUPPORT INFORMATION:**

Application

Location Map

Ordinance 725

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

|                                |                     |                          |
|--------------------------------|---------------------|--------------------------|
| Name of Drafter: Traci Alvarez | :                   | Meeting date: 12-12-2022 |
| E-mail: talvarez@torcnm.org    | Phone: 575-952-0565 |                          |

# CITY OF TRUTH OR CONSEQUENCES KENNEL/MULTI-ANIMAL PERMIT APPLICATION

Date: 9/2/22  
 Applicant: Serena Byargeon  
 Property Address: 6116 W. Cavallo Rd. Torc.  
 Phone Number: 525-497-0148 Business license number (if applicable): \_\_\_\_\_  
 Type of license: ☐ Kennel Permit ☒ Multi-Animal Permit Initial License ☐ or Renewal ☒

| TYPE            | GENDER | AGE   | BREED          | COLOR   | NAME   | CITY LIC# | EXP DATE | RABIES TAG # | EXP DATE |
|-----------------|--------|-------|----------------|---------|--------|-----------|----------|--------------|----------|
| <del>#Dog</del> | m      | 4     | Hound          | white   | Lovie  | 854       | 12/30/22 |              | 12/30/22 |
| Dog             | m      | 2     | Husky/Shep     | Brown   | Cupid  | 855       | 12/30/22 |              | 12/30/22 |
| Dog             | m      | 2     | Husky/Shep     | multi   | EvoS   | 853       | 12/30/22 |              | 12/30/22 |
| Dog             | m      | 1 1/2 | Belt/Heeler    | Black   | Timone | 786       | 8/18/25  | 1328         | 8/18/25  |
| * Dog           | m      | 1     | Dogo Argentino | White   | Zues   | 839       | 8/18/25  |              | 8/18/25  |
| Dog             | F      | 1     | Staffy         | Brindle | Brenda | 837       | 12/2/22  |              | 12/2/22  |
|                 |        |       |                |         |        |           |          |              |          |
|                 |        |       |                |         |        |           |          |              |          |
|                 |        |       |                |         |        |           |          |              |          |

**Proof of payment, rabies vaccinations, and city animal/business licenses must accompany application**

Applicant Signature: Serena Byargeon

ON SITE INSPECTION (A=Acceptable or U=Unacceptable)

- A Enclosure/fencing type/gates/latches/pens sufficient to prevent escape/proper confinement.
- A Adequate habitat space necessary for each animal's movement.
- A Animal(s) habitat is sanitary, good condition (weatherproofing), ventilated/heated, and accessible.
- A Animal(s) have access to protection from weather.
- A Sufficient fresh clean/sanitary potable water and food/sufficient access for each animal.
- A Property is clean/sanitary and free of hazards/trash/debris and not dangerous to animal(s).
- A Property size is adequate for the number of animal(s) allowing for compliance as noted above.
- A Property has the following conditions that require immediate attention: \_\_\_\_\_

Inspected by Officer: Tyler Knoll Signature: Tyler Knoll  
 Date: 09/15/22 Samir Sweeney 9/19/22  
 Planning and Zoning Commission Meeting Date: \_\_\_\_\_ ( ) Approved ( ) Disapproved  
 City Commission Meeting Date: \_\_\_\_\_ ( ) Approved ( ) Disapproved  
 City Planning and Zoning Designated Administrator Signature: \_\_\_\_\_

Rec# R00276276  
 LMS

# CITY OF TRUTH OR CONSEQUENCES KENNEL/MULTI-ANIMAL PERMIT APPLICATION

Date: 9/1/22  
Applicant: Sirena Buarqueon  
Property Address: 1010 N Caballo Rd  
Phone Number: 575-497-0148 Business license number (if applicable): N/A  
Type of license: ☒ Kennel Permit ☐ Multi-Animal Permit Initial License ☐ or Renewal ☐

| TYPE | GENDER | AGE | BREED | COLOR | NAME | CITY<br>LIC# | EXP<br>DATE | RABIES<br>TAG # | EXP<br>DATE |
|------|--------|-----|-------|-------|------|--------------|-------------|-----------------|-------------|
|      |        |     | N     |       |      |              |             |                 |             |
|      |        |     |       |       | A    |              |             |                 |             |

**Proof of payment, rabies vaccinations, and city animal/business licenses must accompany application**

**Applicant Signature:** \_\_\_\_\_

ON SITE INSPECTION (A=Acceptable or U=Unacceptable)

- ☐ Enclosure/fencing type/gates/latches/doors sufficient to prevent escape/proper confinement.  
☐ Adequate habitat space necessary for each animal's movement.  
☐ Animal(s) habitat is sanitary, good condition (weatherproofing), ventilated/heated, and accessible.  
☐ Animal(s) have access to protection from weather.  
☐ Sufficient fresh clean/sanitary potable water and food/sufficient access for each animal.  
☐ Property is clean/sanitary and free of hazards/trash/debris and not dangerous to animal(s).  
☐ Property size is adequate for the number of animal(s) allowing for compliance as noted above.  
☐ Property has the following conditions that require immediate attention: \_\_\_\_\_

Inspected by ACO: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Code Enforcement Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Planning and Zoning Commission Meeting Date: \_\_\_\_\_ ( ) Approved ( ) Disapproved

City Commission Meeting Date: \_\_\_\_\_ ( ) Approved ( ) Disapproved



### **City of Truth or Consequences Kennel/Multi-Animal Permit Information**

A kennel permit shall be obtained for any premises being used for buying, selling, breeding, training, fostering, rescuing, or boarding of animals.

- **Kennel Permit Initial Fee: \$100.00**
- **Kennel Permit Annual Renewal Fee: \$25.00 per year**
- **City Business Registration Fee: \$35.00 per year**
- **Animal License Fee: \$5 if the animal is spayed/neutered. \$50 if the animal is not spayed/neutered**

A Multi-Animal Site Permit is for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four animals in any combination thereof, three months of age or older on their residential or business premises without a multi-animal site permit.

- **Multi-Animal Site Permit Initial Fee: \$100.00**
- **Multi-Animal Site Permit Annual Renewal Fee: \$25.00 per year**
- **Animal License Fee: \$5 if the animal is spayed/neutered. \$50 if the animal is not spayed/neutered**

In order to obtain an Animal Kennel/Multi-Animal Permit, all animals will need be licensed with the City of Truth or Consequences. An animal license may be obtained from the Office of the City Clerk, 505 Sims Street, Truth or Consequences, NM. A current rabies vaccination certificate shall be presented at the time of application for the license. The animal license shall expire on the same date as the rabies certificate or one year whichever is greater. If the animal is spayed/neutered the fee for the animal license will \$5 per animal, and a copy of the spayed/neutered certificate must be presented at the time of licensing. If the animal is not spayed/neutered the animal license fee will be \$50 per animal. This type of license also requires a City Business Registration. The fee for the City Business Registration is \$35 and will be valid until December 31<sup>st</sup> of each year. A New Mexico Tax ID number (also called a CRS number) is required for all business licenses. You can obtain a CRS number by contacting the state of New Mexico at [www.tax.newmexico.gov](http://www.tax.newmexico.gov).



**City of Truth or Consequences**  
505 Sims Street  
Truth or Consequences, New Mexico 87901

City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name Serena Byargeon  
Address 616 N. Caballo Rd.  
City T or C State NM ZIP 87901  
Phone (575) 491-0148

**Misc**

Date 12/30/2021  
Tag No. 854  
Exp. Date 12/30/2022

**Animal**

Name Louie  
Breed Pitbull  
Color White w/Black spots Sex M S/N N  
Vaccinated 12/30/2021

| Qty | Description | Unit Price   | TOTAL          |
|-----|-------------|--------------|----------------|
| 1   | Dog License | \$ 5.00      | \$ 5.00        |
|     |             | <b>TOTAL</b> | <b>\$ 5.00</b> |

**Payment**

CASH \$5.00  
CHECK

Receipt No. R0024754

Office Use Only:

THANK YOU!

THANK YOU FOR YOUR BUSINESS

**City of Truth or Consequences**  
**505 Sims Street**  
**Truth or Consequences, New Mexico 87901**

City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name **Serena Byargeon**  
Address **616 N. Caballo Rd.**  
City **T or C** State **NM** ZIP **87901**  
Phone **(575) 491-0148**

**Misc**

Date **12/30/2021**  
Tag No. **855**  
Exp. Date **12/30/2022**

**Animal**

Name **Cupld**  
Breed **Husky**  
Color **Brown** Sex **M** S/N **N**  
Vaccinated **12/30/2021**

| Qty | Description |
|-----|-------------|
| 1   | Dog License |

| Unit Price | TOTAL   |
|------------|---------|
| \$ 5.00    | \$ 5.00 |
|            |         |
| TOTAL      | \$ 5.00 |

**Payment**

CASH \$5.00  
CHECK

Receipt No. **R0024755**

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**City of Truth or Consequences**  
505 Sims Street  
Truth or Consequences, New Mexico 87901

City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name Serena Byargeon  
Address 616 N. Caballo Rd  
City T or C State NM ZIP 87901  
Phone (575) 491-0148

**Misc**

Date 12/30/2021  
Tag No. 853  
Exp. Date 12/30/2022

**Animal**

Name Eros  
Breed Husky Mix  
Color Cream/White Sex M S/N N  
Vaccinated 12/30/2021

| Qty | Description |
|-----|-------------|
| 1   | Dog License |

| Unit Price   | TOTAL          |
|--------------|----------------|
| \$ 5.00      | \$ 5.00        |
| <b>TOTAL</b> | <b>\$ 5.00</b> |

**Payment**

CASH \$5.00  
CHECK

Receipt No. R0024754

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THANK YOU FOR YOUR BUSINESS

**City: (575) 894-6673 • FAX: (575) 894-7767**

**Customer**

## Misc

Qty  
1

|                   |              |
|-------------------|--------------|
| <b>Unit Price</b> | <b>TOTAL</b> |
| \$ 5.00           | \$ 5.00      |

### Payment

**THANK YOU FOR YOUR BUSINESS**

**City: (575) 894-6673 • FAX: (575) 894-7767**

## Customer

## Misc

### Animal

**Qty**  
in this writing  
**1**

## Description

## Dog License

|                   |              |
|-------------------|--------------|
| <b>Unit Price</b> | <b>TOTAL</b> |
| \$ 5.00           | \$ 5.00      |

|              |           |             |
|--------------|-----------|-------------|
| <b>TOTAL</b> | <b>\$</b> | <b>5.00</b> |
|--------------|-----------|-------------|

### Payment

CASH \$5.00  
CHECK

Receipt No. **R00276275**

Office Use Only.

THANK YOU!

**THANK YOU FOR YOUR BUSINESS**

**City of Truth or Consequences**  
505 Sims Street  
Truth or Consequences, New Mexico 87901

City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name Serena Byargeon  
Address 616 N. Caballo Rd.  
City T or C State NM ZIP 87901  
Phone (575) 497-0148

**Misc**

Date 12/2/2021  
Tag No. 837  
Exp. Date 12/2/2022

**Animal**

Name Brenda  
Breed Pitbull  
Color Brindle Sex F S/N S  
Vaccinated 12/2/2022

| Qty | Description | Unit Price | TOTAL   |
|-----|-------------|------------|---------|
| 1   | Dog License | \$ 5.00    | \$ 5.00 |
|     |             | TOTAL \$   | 5.00    |

**Payment**

CASH \$5.00  
CHECK  
Receipt No. R00244437

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THANK YOU!

THANK YOU FOR YOUR BUSINESS

*Amanda Forrister  
Mayor*

*Rolf Hechler  
Mayor Pro-Tem*

*Merry Jo Fahl  
Commissioner*



**505 Sims St.  
Truth or Consequences, New Mexico 87901  
P: 575-894-6673 • F: 575-894-7767  
[www.torcnm.org](http://www.torcnm.org)**

*Destiny Mitchell  
Commissioner*

*Shelly Hurrelson  
Commissioner*

*Bruce Swingle  
City Manager*

## **NOTICE OF PUBLIC HEARING**

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold Public Hearings during their regular scheduled meeting on Monday, December 12, 2022 to receive input regarding the following:

1. Public Hearing/Discussion/Action: Request for a Special Use Permit at 616 N. Caballo Rd. for the purpose of a Kennel Permit.
2. Public Hearing/Discussion/Action: Request for a Special Use Permit at 616 N. Caballo Rd. for the purpose of a Multi Animal Permit.

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

Should you have any questions regarding this Public Hearing, please contact me at (575) 894-6675 or by email at [atorres@torcnm.org](mailto:atorres@torcnm.org).

The agenda may be obtained on Friday, December 9, 2022 on the city website calendar at [www.torcnm.org](http://www.torcnm.org); by contacting the City Clerk's Office at 575-894-6673; or by email to: [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org).

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

Publish on the following date:

- Sentinel– Friday, November 18, 2022



**616 N CABALLO RD - Byargeon**

| owner name       | mailing address  | city          | state | zip   |
|------------------|------------------|---------------|-------|-------|
| BROWN LLOYD L    | PO BOX 653       | PLEASENTVILLE | IA    | 50225 |
| KINGREY KRISTY D | 610 N CABALLO RD | T OR C        | NM    | 87901 |
| SOLTERO DANIEL   | 2025 ANITA DR    | LAS CRUCES    | NM    | 88011 |
| WEST OLIN B      | 785 GIBSON       | T OR C        | NM    | 87901 |

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Olin West  
785 Gibson  
Torr, NM 87901

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Serena Byargeon  
1616 N. Caballo Rd.  
Torr, NM 87901



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Clifford Byargeon

C. Date of Delivery  
11/15/22

D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation  
☐ Signature Confirmation Restricted Delivery

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X Olin West ☐ Agent ☐ Address

B. Received by (Printed Name)  
Olin West

C. Date of Delivery  
11/15/22

D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation  
☐ Signature Confirmation Restricted Delivery

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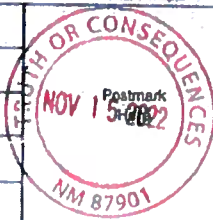
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City, State, ZIP+4 Torr, NM 87901

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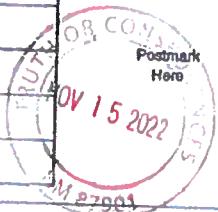
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Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$



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1612 2648 T000 051T T102



9590 9402 4460 8248 8900 67



Kristy Kingrey  
410 N. Caballo Rd.  
Torr. NM 87901

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Daniel Soltero  
2025 Anita Dr.  
Las Cruces, NM 88011



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- ☐ Adult Signature
  - ☐ Adult Signature Restricted Delivery
  - ☐ Certified Mail®
  - ☐ Certified Mail Restricted Delivery
  - ☐ Collect on Delivery
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  - ☐ Registered Mail™
  - ☐ Registered Mail Restricted Delivery
  - ☐ Signature Confirmation
  - ☐ Signature Confirmation Restricted Delivery
  - ☐ Priority Mail Express®
  - ☐ Registered Mail™
  - ☐ Signature Confirmation
  - ☐ Signature Confirmation Restricted Delivery

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If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Insured Mail
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- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery
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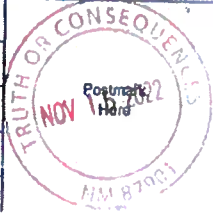
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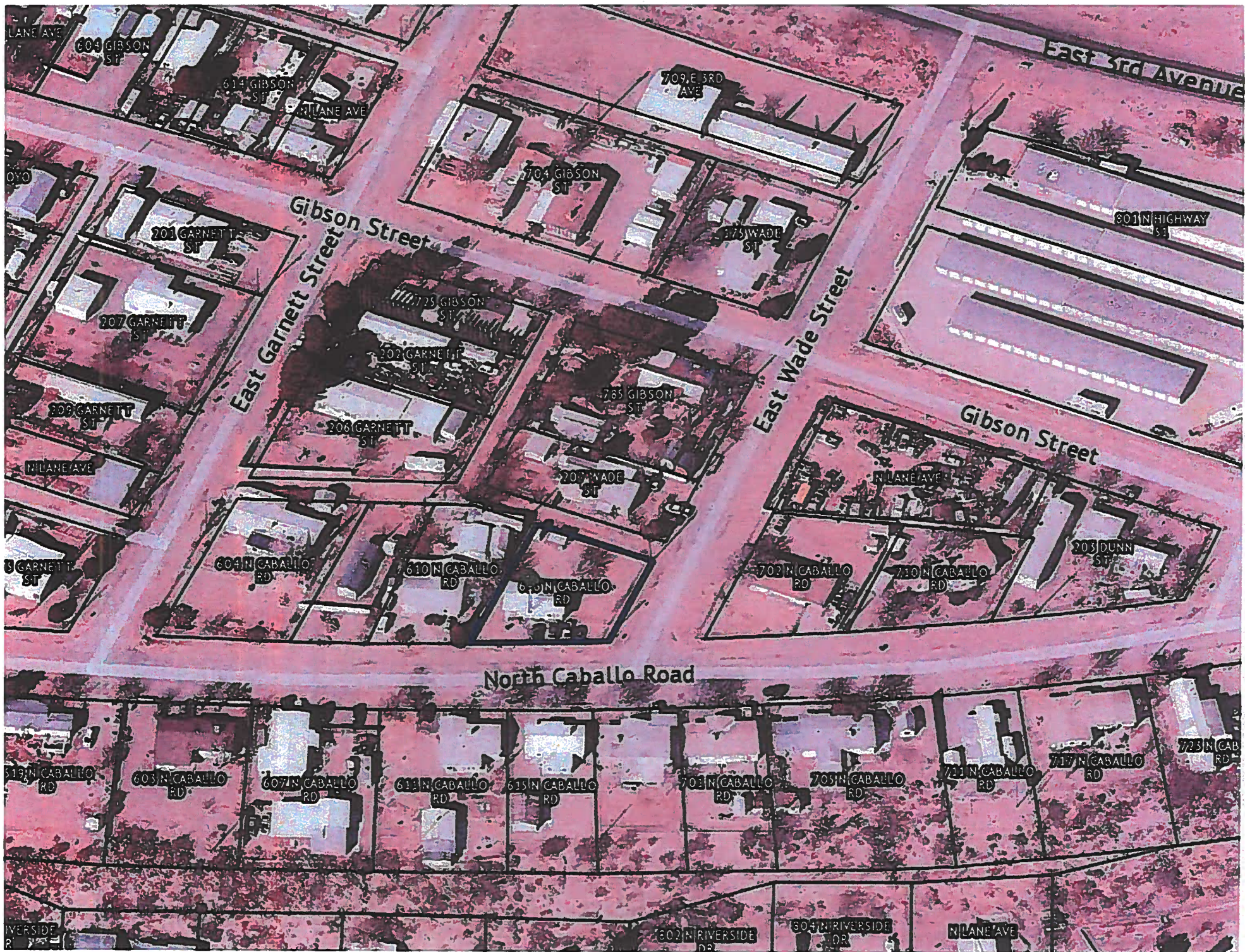
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LANE AVE

604 GIBSON ST

614 GIBSON ST

LANE AVE

709 E 3RD AVE

704 GIBSON ST

705 WADE ST

East 3rd Avenue

801 N HIGHWAY ST

Gibson Street

201 GARNETT ST

207 GARNETT ST

206 GARNETT ST

LANE AVE

203 GARNETT ST

604 N CABALLO RD

610 N CABALLO RD

611 N CABALLO RD

765 GIBSON ST

205 WADE ST

702 N CABALLO RD

710 N CABALLO RD

203 DUNN ST

Gibson Street

LANE AVE

North Caballo Road

619 N CABALLO RD

605 N CABALLO RD

607 N CABALLO RD

611 N CABALLO RD

613 N CABALLO RD

708 N CABALLO RD

705 N CABALLO RD

711 N CABALLO RD

717 N CABALLO RD

725 N CABALLO RD

RIVERSIDE

802 N RIVERSIDE RD

804 N RIVERSIDE RD

LANE AVE



**CITY OF TRUTH OR CONSEQUENCES  
PLANNING & ZONING COMMISSION  
MINUTES  
TUESDAY, DECEMBER 12, 2022**

**REGULAR MEETING**

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, December 12, 2022 at 4:00 p.m.

**INTRODUCTION:**

**ROLL CALL:**

Chris Sisney, Chairman  
Susan Buhler, Vice Chairman  
Esther Luchini, Member  
Eduardo Alicea, Member

**ALSO PRESENT:**

Bruce Swingle, City Manager  
Traci Alvarez, Assistant City Manager  
Orrin Hechler, Community Development  
Jamie Sweeney, Code Compliance – **Via Phone**  
Lisa Gabaldon, Deputy Clerk

**1. APPROVAL OF AGENDA**

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

**2. APPROVAL OF MINUTES OF OCTOBER 11, 2022**

Chairman Sisney made a motion to approve the minutes of October 11, 2022.  
Vice-Chairman Buhler seconded the motion.  
Motion carried unanimously.

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

No comments.

**4. PUBLIC HEARINGS (5 Minute Rule Applies)**

- A. Public Hearing/ Discussion/Action: Special Use Permit at 1705 Corzine Street. Applicant wishes to construct 78' x 17' Greenhouse and Accessory Storage Building on property with no existing principle building. *(Sec. 11-10-1. - Accessory Building. A subordinate*

*building, the use of which is incidental to and located on the same lot with the principle building. An accessory building shall not exceed one-fourth (¼) of the use or area of the main business or building).* Traci Alvarez, Assistant City Manager

Assistant City Manager Alvarez stated that the permit is for a commercial greenhouse and a commercial storage unit to be built onto the property. Applicant has submitted all documents and paid their fees.

Vice-Chairman Buhler asked: what do you plan to use the greenhouse for?

David Dawdy: Hello, I'm David Dawdy, I'm the president of a non-profit called People Growing Together and we're an initiative to hopefully train high school aged students who have a greenhouse at the high school.

Deputy Clerk Gabaldon: Let me pause you really quick sir. I need all of the applicants who are here today to be sworn in first. If I could ask you all to stand.

Assistant City Manager Alvarez: As well as the proponents and opponents.

Deputy Clerk Gabaldon: As well as the proponents and opponents, if you could stand to be sworn in.

Assistant City Manager Alvarez: Chairman and members of the board, we have to follow the batter shell process for these public hearings.

Vice-Chairman Buhler: My fault, sorry.

Deputy Clerk Gabaldon: Do you swear to tell the truth, the whole truth, and nothing but the truth?  
Everyone agreed.

Deputy Clerk Gabaldon: Please start again.

David Dawdy: I'm David Dawdy and I've been here since 2014. I'm interested in local growing and training young adults to have a job in that field so that they don't have to leave town; and also noted over the Covid epidemic that Walmart's trucks stopped coming and we had empty shelves, so we're dedicated to growing organic food at a reasonable price. We're non-profit so we actually will be selling the produce and donating 1/3, 1/3, and 1/3; 1/3 will go to the food banks, 1/3 will go to the families of the kids who are working, and 1/3 will go back to the non-profit to keep it rolling. Citizens have come forward; they have provided \$10,000 to buy the lot. Traci McGowan sold us and dropped her price from \$20,000; she's across the street with donkeys and that's about the story. We're not intending to commercially sell anything from that lot; we have storefront on North Broadway and it's just principally for growing and teaching how to grow in a greenhouse, which is so technical. It doesn't use any petroleum at all; it uses the temperature that is 8-10 feet below the ground and blows it up with electric fans; switches out the temperature every 1-2 minutes and we avoid any extra greenhouse gases. 48% of most commercial greenhouses costs go to heating it in the winter so basically will have very little expense in that area. That's the whole story that I can present; if you have any questions, I'd love to answer them.

Chairman Sisney: Do any of the board members have any questions for Mr. Dawdy?

Vice-Chairman Buhler: I wonder if you would be using City water; what type of water are you going to use?

David Dawdy: It will be City water; it already has City water and City electricity on the lot.

Member Luchini: How will you get your funds to pay for the City utilities and services? What funds will you use to pay the property taxes or expenses?

David Dawdy: Property taxes are \$176 a year at the present time; they'll probably go up when I put the building on it. We're non-profit; we've collected \$25,000 so far. We have the basics; it's a kit from North Dakota or Lance Nebraska; almost North Dakota. And, it's a non-profit; volunteers are there. We hope to have 1 or 2 paid positions particularly to instruct the children how to use the greenhouse and then have some paid internships and stuff like that. It has a lot to do with; it's a 78 foot long greenhouse and we expect to be able to...we have a master gardener advising us and I think we're gonna have enough



income coming in from once plants starts we'll have next spring and ongoing and we hope to have it built, if you give us permission, in March.

Vice-Chairman Buhler: One other question is it going to be like, is it going to incorporate like public school children?

David Dawdy: Yes, that's exactly right. I'm a substitute teacher at the public school; I work with the plant science kids last May and we really want to encourage them to learn how to grow their own food because they have the facilities up there to grow food for the cafeteria, for instance, and get high quality vegetables and salads and whatever. I've been working with the principle up there; Covid really knocked us in a loop. We should've been a year ago...we should've had this done a year ago but slowly but surely. We figured it would be a 5 year program; we could raise the funds, get it built, and then see from its success what else we can do. I just feel that to leave a legacy of self-independent growing in this area and showing people how to do it, along with that, the USA Extension teaches canning and for people to learn how to cook again there's a whole thing about it. The part that I'm coming to you for is to use that currently desert land to construct the greenhouse.

Chairman Sisney: Are there any other questions for him? Are there any other proponents that want to speak on behalf of this issue?

Assistant City Manager Alvarez: Did anyone else sign up?

Deputy Clerk Gabaldon: There is nobody else that signed up.

Assistant City Manager Alvarez: So, we have no opponents or no proponents?

Deputy Clerk Gabaldon: No.

Assistant City Manager Alvarez: So Chairman and members of the board, within included in your packet you do have a section of the Municipal Code that references what the purpose and development standards are of the T1 district; please note that the T1 district is considered a low density semi-rural residential area. Approving a special use permit to have a greenhouse and storage unit that does not have a principal building on it, it could be considered that you could be setting a precedent in all residential areas for that, so that is something to be mindful of.

Chairman Sisney: Do any of the members have any questions on this? And, Traci, is that all that the City has to say about that?

Assistant City Manager Alvarez: I've provided you the section of the Municipal Code that shows what is allowed and what has to be done by special use; he's submitted his application and his scope of work, full site plan, and showing where everything will be located. At this point, it's up to the Planning & Zoning commission to decide whether to recommend to approve or to recommend to deny to the City Commission.

**Vice-Chairman Buhler made a motion to approve the special use permit.**

**Member Alicea seconded the motion.**

**Motion carried unanimously.**

**B. Public Hearing/Discussion/Action: Request for a Special Use Permit at 616 N. Caballo Rd. for the purpose of a Multi Animal Permit. Traci Alvarez, Assistant City Manager**

Assistant City Manager Alvarez referred the board to their agenda packets to Ordinance No. 725, subsection I, it states that all animal listed on the application 3 months of age or over must be vaccinated for rabies and possess a City animal license tag. When one of the applicants came before us, it didn't fall inside the little box and somewhere along the lines of revising this ordinance multiple times, some wording was dropped from that particular sentence so it should read, and we will look at revising our municipal code, we'll have to go through a whole ordinance amendment, but the intent of that particular section is all animals listed on the multi-animal permit, 3 months of age or over must be vaccinated for rabies and must possess a City animal license tag, and where that is going to become

important is the public hearing that you're going to hear today for a kennel permit. It was not the intent of this ordinance for people that are doing kennel permits, for all dogs that go in and out of a kennel; and fostering will fall under a kennel permit.

This hearing is for a multi-animal permit. The applicant you will see will have a second public hearing for a kennel permit, so the applicant does have personal dogs and then she also does fostering. Her application showed 7 dogs but we did amend the application to reflect that she now only has 6 personal dogs. Animal control and code enforcement have inspected the residence and they did approve the application. Animal control is here if you have any questions or if animal control would like to make any statements regarding this; applicant is also here in the audience as well.

Animal Control Officer Knull: So I did have one question for Serena, we did have an instance where the dogs did escape the yard, looking back now at the time of the inspection, all of the dogs were placed inside of the house; we did not realize how the fence was until we drove by a few days later and noticed that all of the dogs were out and were able to rest standing up along the fence, where it concerned us that they might be able to get out. A few days after that, we had an incident where the dogs did escape and I would like to ask, how did they get out at that time?

Assistant City Manager Alvarez: We also have code enforcement Sweeney on the line as well too for the code enforcement side if needed.

Code Enforcement Officer Sweeney: Like animal control said, when we did go over there, they had an immaculate yard; very clean, especially given the amount of dogs that were there. But the older ones are their personal use for inside and of course the kennel, which of course we'll hear at a later time, they were outside. At the time of the inspection we did not see...the fence was perfectly enclosed; there were no breaks in it, no nothing to indicate that the animals could escape. But as Officer Knull said, shortly after the inspection we got a call of 3 very large dogs running down Riverside and a later date we did identify that they did belong to that residence and so that gate may be too short for the size of dogs that she has. I'm not sure if they jumped over or... (phone cut out). Part of the inspection is the enclosure and so somehow those dogs did get out and they're not very easy to catch; we were only able to get the one, I guess maybe the other 2 went home. On the code enforcement side, there was no nothing; they've got more than enough room for the animals, but I am concerned that the enclosure itself may be a little short given the size of the dogs.

Serena Byargeon: As far as the fencing goes, they can reach the top and we've had these dogs for years and none of them have ever jumped the fence except for one...his name is Zeus, he's the biggest one and he kept doing it and kept doing it so eventually whenever we put him out to do his business, he does go on a 30 foot chain. We made sure that he cannot reach the fence to try to jump over and hang. We made sure that there's nothing in the way or anything like that; he's only on it just to do his business and get a little bit of exercise. As to the 3 dogs that escaped, at the time we were having problems; raising dogs is like raising kids, hit and miss. You learn as you go. Our back door and our front door were not closing all the way, the wind would push it open and therefore the dogs would escape that way and that's what happened that day. We have since not only fixed the doors but we've also put up metal security screens on the doors to fix that problem. That problem is resolved. One of ours did get picked up. I called officer Knull that night because we found the 2 but we couldn't find the 3<sup>rd</sup> and I was freaking out but I called him directly and he did inform me that they did have Cupid and we got him the next morning. It was bad enough of a situation for me that I told my husband that I don't care what bill has to go, doors are going in, screens are getting done, and so that's been done.

Chairman Sisney: Does anyone have any questions?

Robert Baca: I live at 206 Garnett Street in the alley and if there's purpose for this kennel or multi-dog purpose, will there be a privacy fence. I have a metal fence but I can only afford to go up so far to corner my fence. With 6 dogs in that yard now and 2 across next door to it and across there and 2 in mine and 4 on the other side, there's 14 dogs in that little area right there. At some point in time, if it's gonna be a



kennel, will the dogs be in individual kennels set up as a kennel, with 2 sides and cover to protect these dogs or just do a fence where they run wild? That's what my concern is; if it's gonna be a kennel, make it a kennel like at the shelter where there's individual cages where the dogs can be kenneled at night because you cannot sleep in that neighborhood. When one of them goes off, there's 30 dogs that go off. So, if my neighbor, he walks off on his rental property, the dogs are right there and they can't enjoy the porch or any portion of their yard; the dogs are just chain linked fence. So...

Deputy Clerk Gabaldon: Are you questioning about the kennel permit part because this is the special use...

Robert Baca: Multi dogs...how many dogs are they gonna be allowed on this property and then I'll address the kennels. That's all I say; there's a limit to so many dogs if this is kind of a bunched deal is what I'm saying; this is a two-part deal, so that's all that I have to say about the dogs.

Chairman Sisney: Mr. Baca, let me ask you about that neighborhood, ok because we had this come up already. People are complaining about the dogs but it sounds like no one wants to complain about the dogs because everyone has dogs.

Robert Baca: If they're gonna be a way to...well the dogs can't see through the alley where other dogs get there and get in the alley and they start barking and one starts barking and they all start barking. So, if it would be a multi-purpose would that that kind of be a nail to be screened or solid privacy fence to be put up is what I would suggest with a portion.

Chairman Sisney: Ok Mr. Baca, we'll give them a chance to answer your question.

Clifford Byargeon: He is correct about the amount of dogs within our part of the neighborhood. You go in any direction 3 houses that way or 3 houses that way, even without our dogs, you're looking at a combined of 20 at least. At night time, due to the noise, we prefer to keep our dogs inside; they're free to roam in our house, we haven't had any problems with them chewing anything, making messes, they're all good dogs. We only let them out for about 5 minutes at a time to use the bathroom at night and we keep them in because all night long, constantly, every dog barks. You can stand outside in the backyard and count at least 12 distinctive dogs barking anytime...1 in the morning, 2 in the morning, 3 in the morning; a leaf falls and one dog barks, another dog barks. There was a period of time about a year ago, one of our neighbors always thought it was our dogs barking, they didn't know that we kept our dogs in the house at night and someone finally broke down and told her it was actually her dogs in her own backyard barking; she forgot they were there at night, thought that was weird but...As far as the kenneling goes, most of our kennels are located inside of the house; we have a clean room; Mr. Knull has seen it. We keep our kennels clean; they have the little pull apart bottoms and we prefer to keep them out of the elements in case it's gonna snow, wind, anything; keep them safe. We have successfully fostered several dogs throughout the last couple of years and fixing the screen door did in fact fix our problem with the dogs getting out. Anytime the wind would blow, the door would just open; dogs hear it, they run. In the future we're hoping to get a privacy fence, trying to save up for it, but for the most part, our dogs are indoor dogs and we're trying to keep them away from the drama of all the other dogs in the neighborhood that just bark.

Serena Byargeon: So, we have priced different options of the fence because obviously we don't want Zeus on a chain at all, and for us to do a full privacy fence around our yard it's a big yard, we were quoted \$10,000; we don't have that kind of money. Our next option was to try to do risers; we've tried to come up with different ideas; risers and then add more fence to it and that option was \$1,000 versus \$10,000. Would we like a privacy fence? Absolutely, we don't want anybody seeing what's going on. As far as the dogs being out, if we let all 6 out at once, there's one of us out there with them. Usually we let out 2 maybe 3 at a time, that's it because we've had incidents where somebody gets agitated and then they fight, so the more dogs that are there the more they're gonna fight. If they're gonna be out by themselves, its 2 or 3 at a time, otherwise, we are outside with them.

Deputy Clerk Gabaldon: I have an email to read as well that came in. (Attached)



Chairman Sisney: I have a question for the City attorney

Assistant City Manager Alvarez: I might be able to help, what would be your question?

Chairman Sisney: I'm trying to put myself in the position of somebody that lives in this neighborhood; if there's all these dogs, how does anybody get any peace? And, what's the recourse if you call animal control out there, what's gonna happen? If you lived in this neighborhood and you don't want to listen to dogs barking, you gotta move out or what?

Assistant City Manager Alvarez: That's the purpose of a special use permit for anybody that's wanting more than 4 animals that they're allowed; I mean every person in that neighborhood could have 4 dogs, they'd be allowed per our municipal code. Anything in excess of 4 dogs has to come to you guys for your review and approval.

Chairman Sisney: Right, but that doesn't answer my question. What if a person was living in this neighborhood and didn't want to listen to dogs barking all the time, are they required to move?

Assistant City Manager Alvarez: Well, I guess they would call in a complaint and it would go out to an ACO...

Chairman Sisney: If they have 20 something dogs in this neighborhood, they would have to be over there constantly; there would have to be a solution...

Assistant City Manager Alvarez: Maybe code enforcement or ACO can let you know what the process or procedure is if they get a noise complaint; that would be a process that they would go through.

Tyler Knull: when we get a noise complaint for barking dogs our first question that we always ask the reporting party is, is this barking excessive, continuous and unprovoked, because with our municipal code, it states the difference between the provoked bark and unprovoked barking; if the barking is unprovoked, continuous and excessively, that's when we can start to issue disturbing the peace citations and looking into that sort of thing. If it's provoked bark, someone's driving by or walking by anything like that, anything that would provoke a normal dog to bark, that's when we really can't do anything because a dog is a dog and it's gonna bark and anything that provokes it. Anyone walking by or driving by, even if they see a neighbor across the street going into their house or maybe even another dog depending on the circumstance, that's considered a provoked bark and we really can't do much about provoked barking; if it's unprovoked barking, the dog is just sitting outside barking at a tree for instance, that's when we can start looking into disturbing the peace and we can try to come up with a solution with the dog owner.

Chairman Sisney: Would a dog barking at another dog be provoked or unprovoked?

Tyler Knull: That would be considered provoked.

Vice-Chairman Buhler: What about at night, are people allowed to leave their dogs out at night to bark and not bring them inside?

Tyler Knull: Yes ma'am, so they are allowed to leave their dogs outside, like I said, if the barking is continuous and excessive, that's when we start having issues, so we have to make the determination if the provoked or unprovoked. We try to have the RP or the complainant record after the complaint that way we can get a feel for what's going on. Even if the barking is provoked, we try to look at the time limit if the dog is barking continuously for 15 minutes at a time, we'll still go ahead and issue a citation and they would have to go through the courts and explain why this dog is barking so often and so much.

Chairman Sisney: Can you tell me what are the results of most of these complaints turns out?

Tyler Knull: So, most of them, it depends on the court. The court usually ends up a deferral on the complainant and the owner of the dog. If it's proven that this barking is excessive and continuous and not provoked, then a deferral or citation will be issued from the court and the court will go from there. Once I issue the citation, it's out of my hands and back into the court's hands.

Chairman Sisney: Has this happened?

Tyler Knull: This has happened before.

Chairman Sisney: And do you know whatever becomes of these complaints?

Tyler Knull: It's usually like I said a deferral from the court for a period of 6 months and if another complaint comes in with a period of 6 months after, the deferral from the courts and the courts will go back from there.

Chairman Sisney: Has anyone ever had to get rid of any dogs or done anything to...

Tyler Knull: Not to my knowledge.

Chairman Sisney: Does anyone else have any questions?

Vice-Chairman Buhler: Well, I think the fence thing is a big thing. Your neighbors can't go out and enjoy themselves on their porch, that's not a good thing. And if you're fostering other animals over and above what you have, that wouldn't be a good thing either. You said you foster animals too, right?

Serena Byargeon: Yes, we have for 2 years.

Vice-Chairman Buhler: Well, then you would have even more animals in your house then...What are you applying for 7?

Serena Byargeon: 6

Assistant City Manager Alvarez: For the multi-animal personal, yes.

Vice-Chairman Buhler: You know, I don't know that I agree with you being able to foster animals because you wouldn't have a permit for that, it would just be more animals...so that's my take on it anyways.

Member Luchini: Is this the first time that you've applied for a multi-use for the 6 dogs?

Serena Byargeon: It's because everything changed, we did have a kennel license prior that was under the umbrella of all the dogs. We've successfully fostered several dogs and gotten them off to rescues or adoptions.

Member Alicea: Have you ever had problems with those foster dogs?

Serena Byargeon: Honestly, yes, one time. In January we had an older German Shepard come in and we started noticing that she wasn't getting along with 2 of our dogs and I had been in touch with Mary, the other animal control officer, because I didn't know what to do because obviously I'm here to rescue dogs but it wasn't working out and she said you need to bring her in, she needs to be put down. She was 13. We were trying to make her last couple of years comfortable but it was getting to me too much. They were nipping at each other inside of the house. My granddaughter didn't know the situation and she helps out with the dogs a lot, and she had let the dogs out and when she let them out, one of our female dogs and the German Shepard started fighting. When they started fighting all the dogs started fighting; pack mentality. It was a very costly lesson; we lost one of my adoptees, we lost one of our own, and of course the German Shepard; they put them all down.

Assistant City Manager Alvarez: Excuse me Chairman and members of the board, if I could interrupt for a minute. Right now, we are just dealing with the multi-use, the next hearing deals with the foster portion of their application.

Chairman Sisney: I'm gonna make a motion that because you have complaints from 2 neighbors that we deny this.

Chairman Sisney made a motion to deny.

Member Luchini seconded the motion.

Roll call vote was taken:

Chris Sisney: I disapprove this application.

Susan Buhler: I don't approve of it either; if they did some other things, I might but not now.

Esther Luchini: I agree with Chris' motion to not approve the permit.

Eduardo Alicea: I think we should give them more time. I don't know their situation except for what's here on the papers and having dogs in the past and fosters and situations are not easy. I understand the situation but sometimes the situation with neighbors gets nasty. I disagree with you.

Motion carried with a 3 to 1 vote.



Serena Byargeon: Can I just say that the neighbor that has the complaint that works out in the front, they have 6 dogs themselves without any kind of permit and they just dropped another liter.

Chairman Sisney: Yah, it's a problem and this is not helping the situation.

Serena Byargeon: So, what are we supposed to do with our dogs?

Chairman Sisney: I don't know.

Assistant City Manager Alvarez: This is just their recommendation; their recommendation will go to the City Commission.

C. Public Hearing/Discussion/Action: Request for a Special Use Permit at 616 N. Caballo Rd. for the purpose of a Kennel Permit. Traci Alvarez, Assistant City Manager

Assistant City Manager Alvarez: Chairman and members of the board, same applicant is requesting a special use permit for kennel; this is for the animals that they foster. Animal control and code enforcement has gone out there to review the yard and the application. This special use permit is to allow them up to a total of 10 animals that would include their personal animals, so if they had 6 of their personal, they would be allowed 4 fosters; if they have 7 personals, they would be allowed 3 fosters. Applicant, code enforcement and animal control are here for any questions. I believe that there are no proponents or opponents on this specific permit however, the opponents from the previous permit also attach onto the kennel permitting.

Chairman Sisney: So, there are no proponents that would need to speak.

Assistant City Manager Alvarez: I think the opponents both via the email that was received as well as the one that spoke, also touched on kennel permit in their opposition.

Deputy Clerk Gabaldon: Serena is the only proponent if she wants to get up and speak.

Chairman Sisney: Do you need to get up and speak on this Serena?

Assistant City Manager Alvarez: Applicant did also submit a letter from the shelter that she does foster from as well, so she's submitted all required paperwork.

Serena Byargeon: Like I said, we've been fostering for over 2 years now and the only incident that we've had was the one German Shepard. Dogs are gonna bark when they're outside; ours are outside very little. We let them out to do a little bit of exercise and pee and they're back inside; and the reason for that is, I don't like barking, it annoys me. Back to the fosters, every foster that has come through our house, they get their 3 puppy shots and then they stay long enough to get their rabies shot and get spayed or neutered. No foster dog leaves without being spayed or neutered or fully vaccinated and while we have them, we train them the basics; sit, stay, begging, not chewing things, potty training, stuff like that. Because they're inside, we see what's going on; that's another reason that we like our dogs inside, is because we can see what's going on with them. We haven't had any issues on fostering. We have a lot of dogs in our neighborhood and they all bark and the one caddy corner from me barks incessantly but I don't call anybody. My neighbor has 3 dogs, I don't call anybody; it is what it is. It's a neighborhood full of dogs; everybody in our neighborhood has 3 or more dogs. The shelters, if you were to research, our shelters both here and outward, they're just so overwhelmed. In just the last 2 days somebody has dropped off 2 pregnant dogs that had puppies. Some of the mommas have died; they've needed to be bottle fed; everybody is just throwing away their puppies and that's exactly what's going on, they're throwing away these dogs and there's only so much room that the shelters have, there's only so much room that the rescues have...that's why we have fosters. We foster them until they're ready to either go to another rescue or to a home. And the ones that I've adapted to homes, I've kept in touch with and they're still in their homes and they're very happy.

Chairman Sisney: Thank you for your service.

Member Luchini: Are they normally adult dogs or puppy dogs; I guess it can vary all the time what you get.

Serena Byargeon: We primarily deal with puppies so that they can get training. The German Shepard was an adult and I'm traumatized by that whole situation. Like I said, I lost one of my dogs from it.

Member Luchini: So you are on a list to be referred to have the dogs, for the dogs that you foster, for the dogs to be adopted?

Serena Byargeon: Yes

Member Luchini: How do they contact you?

Serena Byargeon: So, the rescuer puts out all of the information; once in a while she'll let me do it. We had a pregnant Pitbull; we didn't know that she was pregnant. We were looking at Facebook and we saw this post and our rescue was begging for someone to come and save this dog because she was gonna be put down that day and I just took one look at her, not knowing anything about her and I said if you can get her to El Paso, that's where the rescue is, I said, I will come get her. So, we went and we got her and a couple of days later, we realized that she was pregnant, and we were like, oh ok, let's work with this. So, we read and reorganized and did everything and she had 8 puppies and we adopted out all 8 puppies except for one, we kept one and the momma, I had to advertise outside of state because there were no responses in state. She was such a good dog, like, we wanted to keep her but we know that our limit is 6. We wanted to keep her so bad but I ended up meeting with somebody from Arizona who happened to have property in Albuquerque, she came through and they hit it off great. So, sometimes I'm allowed to adopt out but primarily it's the rescue because she puts out the information and it's her responsibility that these dogs go to responsible places.

Chairman Sisney made a motion in opposition of this application.

Vice-Chairman Buhler seconded the motion.

Roll call vote was taken:

Chris Sisney: I disapprove this application.

Susan Buhler: I do too.

Esther Luchini: I disapprove also.

Eduardo Alicea: I abstain.

Motion carried with a 3 to 1 vote.

D. Public Hearing/Discussion/Action: Request for a Special Use Permit at 103 N. Maple for the purpose of a Multi Animal Permit. Traci Alvarez, Assistant City Manager

Assistant City Manager Alvarez: Chairman and members of the board, applicant has submitted an application for 103 N. Maple; application shows 7 dogs. Animal control and code enforcement have inspected the residence. Animal control has approved the area that the dogs are housed however; the property does have multiple code violations and was not approved by our code enforcement officer. Code Enforcement Officer Sweeney: I was made aware about this property, I'd say probably about 2 months prior to even knowing about this application. I went over there with an officer; just given the condition, it's a safety thing. Sometimes I just take an officer because, not to say that they were, but in the past homeowners can get very angry when I'm explaining what's going on. I took an officer over there with me. We spoke to the homeowners about the various things that were going on. They have a fence and then they were building on top of that with pallets; it was huge safety issue, just given New Mexico's winds that would've blown over right into the street or somebody walking by. I explained that to them, they immediately agreed that they would take it down. They explained that the reason that they were putting it up is because they were getting in trouble with animal control for the dogs getting out. Fast Forward to this application, me and animal control go over there and although they did clean up a massively amount of stuff that was there, they were still not in compliance when it comes to code violations for what was there, so I explained to them then, we did the inspection. So how the property



sits, is it's a mobile home, so on the north side of it is where the majority of the code violations were and they were actually actively out there cleaning it when we had gone there and done the inspection. On the south side is where they were housing the animals. They had it blocked off, so when you look at the checklist and it says debris and everything else, it pertains to animals, so although the code violations were not an immediate danger to the animals, there were violations. I had to sign off and say yes they were in compliance when it comes to the debris and everything else that was there, but there were still violations. I explained to them there and at the time that we do the application, everything should be replaced. I decided to give an olive branch and say, you have 2 ½ weeks to get the property in compliance and I'll come back out and check it. When I came back out and checked it, of course it was not. I spoke to him then and he was a little frustrated. He was explaining that he didn't have the funds to take it to the dump and he was upset about it. He finally just said to just take him to court and I explained that that's not what we were there for, it was just for this. At that time, he said that he was gonna be even, I didn't realize that it was 7, but he was even gonna get rid of, I believe he said just one, so he could be in the compliance part of it, where he wasn't even gonna need one. At that time, the last time that I went, they were still not compliant; they had it pretty much all cleaned up but there was still that, so we went ahead and signed off on it. I had given the time and I'm not sure if it's compliant now. At the last time that I went, the very last time, and I think I might even had wrote the date, I'm not sure, it was still not in compliance, so I went ahead and signed off on it that we did the inspection, but that's where we left off and that's where I left off. I have not gone back by; I have not seen if it's in compliance yet, that's just where we ended.

Assistant City Manager Alvarez: Applicant is also in attendance.

Phillip Cox: Hello, I live at 103 N. Maple. As Ms. Sweeney said, yes we did have a lot of debris. I was trying to start my own business at the time and I was trying to turn a camper trailer into a work trailer; it didn't go as planned so we went ahead and we cleaned everything up. We did everything in the guidelines in which we were supposed to for our animals. In regards to the fence that I was building, when I had got in trouble with animal control the judge at the time did tell me that I had to put up a bigger fence. This is before I realized that you had to get permits and zonings and this is the first time that I've ever really had to take this course. This is the first time I've ever been in a public meeting right now, so this is all a first for me. I believe that I'm within everything I need to have my animals. We did have one pass away on us after we had gotten surgery done on her. She was 12, she was a little Chihuahua she passed; she had a tumor. We took her to Arenas Valley, we paid for two different surgeries to have her fixed and she passed so we now have our 3 big dogs and our 4 little dogs. And, our 4 little ones are inside and our 3 big ones, one of them we were told by Officer Knull here, that we could not have a chain, we had to have a run, which we did install; the dog has free room, it can run back and forth. The other 2, we have not got run-cables up yet so they are still in a kennel. The kennel has sheltering over it, there are 2 dog houses in it, there's food, there's water, it's clean. I do have 2 kids; a 5 year old and 2 year old. They do tear up the yard, we do keep it cleaned up all of the time but my kids like to destroy stuff. I believe that they have not been back by to inspect, because I'm sure they've had other things dealing with. As far as I know, I believe I'm clear on this. They are more than welcome to come out and look again if they'd like. We've been keeping up on it and we have all of our animals have been fixed, they've all got their rabies, they've all got their vaccinations, I brought that paperwork here today for proof that all of that has been taken care of.

Cathy Jones: I live next to the couple that would like to have the multi-animal permit and I'm opposed to this. I do appreciate that they have their larger dogs on a runner now. It's been quite some time, I believe that it was last summer, I came home on my lunch break, one of their dogs was in my yard. I was unable to get into my own yard because the dog was there. It was a large dog, had a vicious bark; I was afraid to get into my own home. A couple of weeks later, I was leaving to go back to work at lunchtime and one their dogs was on my porch. It was the same one that was in my yard and I was afraid to get out

of my house on that particular day. My personal opinion, I don't think that they have enough space for all the animals that they have. I have 3 dogs myself; I'm not opposed to the animals by no means. The barking is a little out of hand in the middle of the night. My dogs, they bark. We have a critter that comes across the river; numerous raccoons, so my dogs will bark when there's a critter in the yard or somebody walking by. My dogs are kept inside at night; they're crate trained. They go out mid-morning and then they come in in the evening. They would have to in my opinion, create a larger wall or ensure that they're on a runner at all times for my own safety. I do have grandkids that come to my house. Some of them are smaller, some of them are older; I'm more concerned about the younger ones that come to the house. I think that's all I have to say.

Member Luchini: The purpose of raising the fence is so that they don't get out, correct?

Cathy Jones: Correct, I actually saw them jump over the fence and come into my yard. I live directly behind them. I have seen them jump. The first time that the dog was in my yard, I called animal control to come. I don't know who the gentleman was, it wasn't this man right here. He attempted to jump the fence to come into my yard to get the dog. I had to stop him and ask him to come around and there's a cinder block wall between the north side and theirs, that one of the dogs would get out and walk across that fence on that cinder block wall and so it would jump into the yard. I've seen it, I couldn't find my pictures, I looked for the pictures that I have but I have seen it jump back and forth over the chain link fence there as well as jump on the cinder block wall in between the two other properties.

Phillip Cox: In regards to the statement that was just made about my animal going on the brick wall, I've already discussed with neighbor that is right next to me, I believe he used to work for the City as a trash man, the reason we have put the animals in the kennels is because our fence is a standard height fence and with our kennel that we have, the two that we have in the kennel, we had to put chicken wire because she can run and get a jump, so we put chicken wire over the top with a tarp to keep her from being able to get out and run the streets. Since then, none of my 3 big dogs have been out of that yard, none. So, her incidents that she talked about are probably a long while back when we first got in trouble with animal control. Since then we have done everything, and if my dogs are barking, it is because there is someone that is approaching my house that is not supposed to be there. I have rules at my house. 10 o'clock you do not come over. If my dogs are barking, it ain't because they are barking at a leaf; someone is in my yard. I didn't use to own big dogs until we had a home invasion take place; we had a miscarriage and everything. I then decided to get big dogs for my family's protection. I have done everything that I can to keep them safe. I do not have the funds or the permits to build a higher fence, that is why 2 of them are in a kennel and one of them is on the runner. The moment I have the funds to get the runs, we will let them be on the runs and get them out of that kennel.

Chairman Sisney: I hope that everyone understands that the purpose of the Planning and Zoning Committee is to make variances on the rules that have been set up by the City. The City has determined that 4 dogs is the maximum for animals. 4 animals of any combination is the maximum that someone can have at their house. So far we have not approved a single variance for dogs.

Chairman Sisney made a motion that they do not approve the multi animal permit.

Vice-Chairman Buhler seconded the motion.

Roll call vote was taken:

Chris Sisney: I disapprove this application.

Susan Buhler: I disapprove it for the City Commission.

Esther Luchini: I disapprove also.

Eduardo Alicea: I abstain.

Motion carried with a 3 to 1 vote.

**5. NEW BUSINESS:**

A. Discussion/Action: Recommendation for Re-appointment of Board Member Chris Sisney

Vice-Chairman Buhler made a motion to reappoint Chris Sisney.

Member Luchini seconded the motion.

Motion carried unanimously.

**6. REPORTS FROM THE BOARD**

Nothing to report at this time.

**7. REPORTS FROM STAFF**

Nothing to report at this time.

**8. ADJOURNMENT**

Chairman Sisney made a motion to adjourn the meeting. Member Luchini seconded the motion.

Motion carried unanimously.

**PASSED AND APPROVED ON THIS 9<sup>th</sup> DAY OF JANUARY 2023.**

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Chris Sisney,  
Planning & Zoning Commission Chairman



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: I.6*

**SUBJECT:** Request for Special Use permit at 616 N Caballo Road for the purpose of a Kennel Permit

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** January 4, 2023

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

***Summary/Background:***

Public Hearing was held at Planning and Zoning Commission Meeting on 12-12-2022. Applicant was present. Application is for the intent of fostering dogs. Applicant has 6 dogs of her own with an active application for Multi Animal Permit. Animal Control and Code Enforcement have completed required site visit and approved the application request allowing for no more than 10 animals to include her personal animals. 1 opponent spoke in opposition during the public hearing and 1 opponent email was noted. P & Z Commission recommended to deny Kennel Special Use permit for 616 N Caballo Road.

***Recommendation:***

Make final determination to approve or deny Kennel Special Use permit for 616 N Caballo Road

***Attachments:***

- Agenda Packet for 12-12-2022 Planning and Zoning Meeting
- Draft Minutes from 12-12-2022 Planning and Zoning Meeting – Applicable section highlighted

***Fiscal Impact (Finance):*** Choose an item.

[Click here to enter text.](#)

***Legal Review (City Attorney):*** Choose an item.

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☐ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 1-11-2023



**CITY OF TRUTH OR CONSEQUENCES**  
**PLANNING AND ZONING COMMISSION ACTION FORM**  
**DATE: 12-12-2022**

**ITEM: Public Hearing/Discussion/Action –Kennel Special Use Permit for 616 N Caballo**

**BACKGROUND:**

Applicant has an application for Special Use Kennel permit pertaining to fostering of dogs. Applicant has 6 dogs of her own with an active application for Multi Animal Permit. Animal Control and Code Enforcement have inspected the residence and approved the application request allowing for no more than 10 animals to include her personal animals.

**Per Ordinance 725**

It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four animals in any combination thereof, three months of age or older on their residential or business premises without a multi-animal site permit. Any person who operates or proposes to operate a residential or commercial multi-animal site shall file an application for a permit. All applications shall undergo a special use permit process. Permits will be reviewed for renewal annually. No more than seven animals in any combination are allowed for multi-animal permits.

**SUPPORT INFORMATION:**

Application  
Location Map  
Ordinance 725

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

|                                |                     |                          |
|--------------------------------|---------------------|--------------------------|
| Name of Drafter: Traci Alvarez | :                   | Meeting date: 12-12-2022 |
| E-mail: talvarez@torcnm.org    | Phone: 575-952-0565 |                          |



# CITY OF TRUTH OR CONSEQUENCES KENNEL/MULTI-ANIMAL PERMIT APPLICATION

Date: 9/2/22  
 Applicant: Serena Byargeon  
 Property Address: 6116 N. Cavallo Rd. Torc  
 Phone Number: 575-497-0148 Business license number (if applicable): \_\_\_\_\_  
 Type of license: ☐ Kennel Permit ☒ Multi-Animal Permit Initial License ☐ or Renewal ☒

| TYPE            | GENDER | AGE   | BREED          | COLOR   | NAME   | CITY LIC# | EXP DATE | RABIES TAG # | EXP DATE |
|-----------------|--------|-------|----------------|---------|--------|-----------|----------|--------------|----------|
| <del>#Dog</del> | m      | 4     | Hound          | white   | Lovie  | 854       | 12/30/22 |              | 12/30/22 |
| Dog             | m      | 2     | Husky/Shep     | Brown   | Cupid  | 855       | 12/30/22 |              | 12/30/22 |
| Dog             | m      | 2     | Husky/Shep     | multi   | Evo5   | 853       | 12/30/22 |              | 12/30/22 |
| Dog             | m      | 1 1/2 | Boxer/Weeler   | Black   | Timone | 786       | 8/18/25  | 1328         | 8/18/25  |
| * Dog           | m      | 1     | Dogo Argentino | white   | Zues   | 839       | 8/18/25  |              | 8/18/25  |
| Dog             | F      | 1     | Staffy         | Brindle | Brenda | 837       | 12/2/22  |              | 12/2/22  |
|                 |        |       |                |         |        |           |          |              |          |
|                 |        |       |                |         |        |           |          |              |          |

Proof of payment, rabies vaccinations, and city animal/business licenses must accompany application

Applicant Signature: Serena Byargeon

## ON SITE INSPECTION (A=Acceptable or U=Unacceptable)

- A Enclosure/fencing type/gates/latches/pens sufficient to prevent escape/proper confinement.
- A Adequate habitat space necessary for each animal's movement.
- A Animal(s) habitat is sanitary, good condition (weatherproofing), ventilated/heated, and accessible.
- A Animal(s) have access to protection from weather.
- A Sufficient fresh clean/sanitary potable water and food/sufficient access for each animal.
- A Property is clean/sanitary and free of hazards/trash/debris and not dangerous to animal(s).
- A Property size is adequate for the number of animal(s) allowing for compliance as noted above.
- A Property has the following conditions that require immediate attention: \_\_\_\_\_

Inspected by Officer: TRICE KNULL Signature: [Signature]  
 Date: 09/15/22 Janie Sweeney 9/19/22  
 Planning and Zoning Commission Meeting Date: \_\_\_\_\_ ( ) Approved ( ) Disapproved  
 City Commission Meeting Date: \_\_\_\_\_ ( ) Approved ( ) Disapproved  
 City Planning and Zoning Designated Administrator Signature: \_\_\_\_\_

Rec# R00276276  
 WMS



## CITY OF TRUTH OR CONSEQUENCES KENNEL/MULTI-ANIMAL PERMIT APPLICATION

Date: 9/7/22  
Applicant: Sirena Buarqueon  
Property Address: 1010 N Caballo Rd  
Phone Number: 575-497-0148 Business license number (if applicable): N/A  
Type of license: ☒ Kennel Permit ☐ Multi-Animal Permit Initial License ☐ or Renewal ☐

[illegible]

**Proof of payment, rabies vaccinations, and city animal/business licenses must accompany application**

**Applicant Signature:** \_\_\_\_\_

ON SITE INSPECTION (A=Acceptable or U=Unacceptable)

- Enclosure/pen/line type/gates/latches/pens sufficient to prevent escape/proper confinement.  
Adequate habitat space necessary for each animal's movement.  
Animal(s) habitat is sanitary good condition (weatherproofing), ventilated/heated, and accessible.  
Animal(s) have access to protection from weather.  
Sufficient fresh clean/sanitary potable water and food/sufficient access for each animal.  
Property is clean/sanitary and free of hazards/trash/debris and not dangerous to animal(s).  
Property size is adequate for the number of animal(s) allowing for compliance as noted above.  
Property has the following conditions that require immediate attention:

**Inspected by ACO:** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Code Enforcement Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Planning and Zoning Commission Meeting Date: \_\_\_\_\_ ( ) Approved ( ) Disapproved**

City Commission Meeting Date: \_\_\_\_\_ ( ) Approved ( ) Disapproved

### **City of Truth or Consequences Kennel/Multi-Animal Permit Information**

A kennel permit shall be obtained for any premises being used for buying, selling, breeding, training, fostering, rescuing, or boarding of animals.

- **Kennel Permit Initial Fee: \$100.00**
- **Kennel Permit Annual Renewal Fee: \$25.00 per year**
- **City Business Registration Fee: \$35.00 per year**
- **Animal License Fee: \$5 if the animal is spayed/neutered. \$50 if the animal is not spayed/neutered**

A Multi-Animal Site Permit is for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four animals in any combination thereof, three months of age or older on their residential or business premises without a multi-animal site permit.

- **Multi-Animal Site Permit Initial Fee: \$100.00**
- **Multi-Animal Site Permit Annual Renewal Fee: \$25.00 per year**
- **Animal License Fee: \$5 if the animal is spayed/neutered. \$50 if the animal is not spayed/neutered**

In order to obtain an Animal Kennel/Multi-Animal Permit, all animals will need be licensed with the City of Truth or Consequences. An animal license may be obtained from the Office of the City Clerk, 505 Sims Street, Truth or Consequences, NM. A current rabies vaccination certificate shall be presented at the time of application for the license. The animal license shall expire on the same date as the rabies certificate or one year whichever is greater. If the animal is spayed/neutered the fee for the animal license will \$5 per animal, and a copy of the spayed/neutered certificate must be presented at the time of licensing. If the animal is not spayed/neutered the animal license fee will be \$50 per animal. This type of license also requires a City Business Registration. The fee for the City Business Registration is \$35 and will be valid until December 31<sup>st</sup> of each year. A New Mexico Tax ID number (also called a CRS number) is required for all business licenses. You can obtain a CRS number by contacting the state of New Mexico at [www.tax.newmexico.gov](http://www.tax.newmexico.gov).

**City of Truth or Consequences**  
**505 Sims Street**  
**Truth or Consequences, New Mexico 87901**

City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name Serena Byargeon  
Address 616 N. Caballo Rd.  
City T or C State NM ZIP 87901  
Phone (575) 491-0148

**Misc**

Date 12/30/2021  
Tag No. 854  
Exp. Date 12/30/2022

**Animal**

Name Louie  
Breed Pitbull  
Color White w/Black spots Sex M S/N N  
Vaccinated 12/30/2021

| Qty | Description | Unit Price   | TOTAL          |
|-----|-------------|--------------|----------------|
| 1   | Dog License | \$ 5.00      | \$ 5.00        |
|     |             | <b>TOTAL</b> | <b>\$ 5.00</b> |

**Payment**

CASH \$5.00  
CHECK  
Receipt No. R0024754

Office Use Only:

**THANK YOU!**

**THANK YOU FOR YOUR BUSINESS**

**City of Truth or Consequences**  
**505 Sims Street**  
**Truth or Consequences, New Mexico 87901**

City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name Serena Byargeon  
Address 616 N. Caballo Rd.  
City T or C State NM ZIP 87901  
Phone (575) 491-0148

**Misc**

Date 12/30/2021  
Tag No. 855  
Exp. Date 12/30/2022

**Animal**

Name Cupld  
Breed Husky  
Color Brown Sex M S/N N  
Vaccinated 12/30/2021

| Qty | Description |
|-----|-------------|
| 1   | Dog License |

| Unit Price | TOTAL   |
|------------|---------|
| \$ 5.00    | \$ 5.00 |
| TOTAL      | \$ 5.00 |

**Payment**

CASH \$5.00  
CHECK

Receipt No. R0024755

Office Use Only:

THANK YOU!

THANK YOU FOR YOUR BUSINESS

**City of Truth or Consequences**  
**505 Sims Street**  
**Truth or Consequences, New Mexico 87901**

City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name Serena Byargeon  
Address 616 N. Caballo Rd.  
City T or C State NM ZIP 87901  
Phone (575) 491-0148

**Misc**

Date 12/30/2021  
Tag No. 853  
Exp. Date 12/30/2022

**Animal**

Name Eros  
Breed Husky Mix  
Color Cream/White Sex M S/N N  
Vaccinated 12/30/2021

| Qty | Description | Unit Price   | TOTAL          |
|-----|-------------|--------------|----------------|
| 1   | Dog License | \$ 5.00      | \$ 5.00        |
|     |             | <b>TOTAL</b> | <b>\$ 5.00</b> |

**Payment**

CASH \$5.00  
CHECK

Receipt No. R0024754

Office Use Only:

**THANK YOU!**

**THANK YOU FOR YOUR BUSINESS**

**City: (575) 894-6673 \* FAX: (575) 894-7767**

### Customer

### Misc

### Animal

|                   |              |
|-------------------|--------------|
| <b>Unit Price</b> | <b>TOTAL</b> |
| \$ 5.00           | \$ 5.00      |
| <b>TOTAL</b>      | \$ 5.00      |

## Payment

**Office Use Only:**

**THANK YOU FOR YOUR BUSINESS**



**City of Truth or Consequences**  
505 Sims Street  
Truth or Consequences, New Mexico 87901

City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name Clifford & Serena Byargeon  
Address 616 N. Caballo  
City T or C State NM ZIP 87901  
Phone (575) 497-0148

**Misc**

Date 9/7/2022  
Tag No. 937  
Exp. Date 8/18/2025

**Animal**

Name Zues  
Breed Dogo Argentino  
Color White & Black Sex M S/N N  
Vaccinated 08/18/2022

| Qty | Description |
|-----|-------------|
| 1   | Dog License |

| Unit Price | TOTAL   |
|------------|---------|
| \$ 5.00    | \$ 5.00 |
|            |         |
| TOTAL      | \$ 5.00 |

**Payment**

CASH \$5.00  
CHECK

Receipt No. R00276275

Office Use Only:

THANK YOU!

THANK YOU FOR YOUR BUSINESS

**City of Truth or Consequences**  
505 Sims Street  
Truth or Consequences, New Mexico 87901

City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name Serena Byargeon  
Address 616 N. Caballo Rd.  
City T or C State NM ZIP 87901  
Phone (575) 497-0148

**Misc**

Date 12/2/2021  
Tag No. 837  
Exp. Date 12/2/2022

**Animal**

Name Brenda  
Breed Pitbull  
Color Brindle Sex F S/N S  
Vaccinated 12/2/2022

| Qty | Description |
|-----|-------------|
| 1   | Dog License |

| Unit Price | TOTAL   |
|------------|---------|
| \$ 5.00    | \$ 5.00 |
|            |         |
| TOTAL      | \$ 5.00 |

**Payment**

CASH \$5.00  
CHECK

Receipt No. R00244437

Office Use Only:

**THANK YOU!**

**THANK YOU FOR YOUR BUSINESS**

**Amanda Forrister**  
**Mayor**

**Rolf Hechler**  
**Mayor Pro-Tem**

**Merry Jo Fahl**  
**Commissioner**



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

**Destiny Mitchell**  
**Commissioner**

**Shelly Harrelson**  
**Commissioner**

**Bruce Swingle**  
**City Manager**

## **NOTICE OF PUBLIC HEARING**

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold Public Hearings during their regular scheduled meeting on Monday, December 12, 2022 to receive input regarding the following:

1. Public Hearing/Discussion/Action: Request for a Special Use Permit at 616 N. Caballo Rd. for the purpose of a Kennel Permit.
2. Public Hearing/Discussion/Action: Request for a Special Use Permit at 616 N. Caballo Rd. for the purpose of a Multi Animal Permit.

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

Should you have any questions regarding this Public Hearing, please contact me at (575) 894-6675 or by email at [aatorres@torcnm.org](mailto:aatorres@torcnm.org).

The agenda may be obtained on Friday, December 9, 2022 on the city website calendar at [www.torcnm.org](http://www.torcnm.org); by contacting the City Clerk's Office at 575-894-6673; or by email to: [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org).

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

Publish on the following date:

- Sentinel– Friday, November 18, 2022

**616 N CABALLO RD - Byargeon**

| owner name       | mailing address  | city          | state | zip   |
|------------------|------------------|---------------|-------|-------|
| BROWN LLOYD L    | PO BOX 653       | PLEASENTVILLE | IA    | 50225 |
| KINGREY KRISTY D | 610 N CABALLO RD | T OR C        | NM    | 87901 |
| SOLTERO DANIEL   | 2025 ANITA DR    | LAS CRUCES    | NM    | 88011 |
| WEST OLIN B      | 785 GIBSON       | T OR C        | NM    | 87901 |

7011 1150 0001 8792 2160

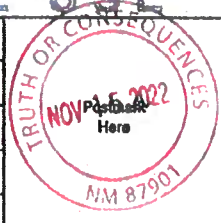
|                                                                                                |    |
|------------------------------------------------------------------------------------------------|----|
| U.S. Postal Service <sup>TM</sup>                                                              |    |
| <b>CERTIFIED MAIL<sup>TM</sup> RECEIPT</b>                                                     |    |
| (Domestic Mail Only; No Insurance Coverage Provided)                                           |    |
| For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> . |    |
| <b>OFFICIAL USE</b>                                                                            |    |
| Postage                                                                                        | \$ |
| Certified Fee                                                                                  |    |
| Return Receipt Fee<br>(Endorsement Required)                                                   |    |
| Restricted Delivery Fee<br>(Endorsement Required)                                              |    |
| Total Postage & Fees                                                                           | \$ |

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Street, Apt. No.,  
or PO Box No. PO Box 1053

City, State, ZIP+4 Prescottville, IA 50225

PS Form 3800, August 2006 See Reverse for Instructions





9590 9402 6382 0303 1152 11



Olin West  
785 Gibson  
Torr, NM 87901

**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:

**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:

Serena Byargeon  
1616 N. Caballo Rd.  
Torr, NM 87901



9590 9402 6382 0303 1153 27

2. Article Number (Transfer from service label)  
7011 1150 0001 8792 1590

PS Form 3811, July 2020 PSN 7330-02-000-8053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Serena Byargeon* ☐ Agent ☐ Address

B. Received by (Printed Name)  
*Serena Byargeon*

C. Date of Delivery  
*11/15/22*

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature ☐ Priority Mail Express®  
☐ Adult Signature Restricted Delivery ☐ Registered Mail™  
☐ Certified Mail® ☐ Registered Mail Restricted Delivery  
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation  
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail ☐ Signature Confirmation Restricted Delivery  
☐ Insured Mail Restricted Delivery (over \$500)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Olin West* ☐ Agent ☐ Address

B. Received by (Printed Name)  
*Olin West*

C. Date of Delivery  
*11/15/22*

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature ☐ Priority Mail Express®  
☐ Adult Signature Restricted Delivery ☐ Registered Mail™  
☐ Certified Mail® ☐ Registered Mail Restricted Delivery  
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation  
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery  
☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Signature Confirmation Restricted Delivery  
☐ Insured Mail Restricted Delivery (over \$500)

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**OFFICIAL USE**

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|------------------------------------------------|----|
| Postage                                        | \$ |
| Certified Fee                                  |    |
| Return Receipt Fee (Endorsement Required)      |    |
| Restricted Delivery Fee (Endorsement Required) |    |
| Total Postage & Fees                           | \$ |

Sent To  
*Serena Byargeon*  
Street, Apt. No., or PO Box No. *1616 N. Caballo Rd.*  
City, State, ZIP+4 *Torr, NM 87901*

PS Form 3800, August 2006 See Reverse for Instructions

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**OFFICIAL USE**

|                                                |    |
|------------------------------------------------|----|
| Postage                                        | \$ |
| Certified Fee                                  |    |
| Return Receipt Fee (Endorsement Required)      |    |
| Restricted Delivery Fee (Endorsement Required) |    |
| Total Postage & Fees                           | \$ |

Sent To  
*Olin West*  
Street, Apt. No., or PO Box No. *785 Gibson*  
City, State, ZIP+4 *Torr, NM 87901*

PS Form 3800, August 2006 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

1. Article Addressed to:  
 Kristy Kingrey  
 410 N. Caballo Rd.  
 TorC, NM 87901

2. 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.

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

4. Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation  
☐ Signature Confirmation Restricted Delivery

5. Is delivery address different from item 1? ☐ Yes ☐ No  
 If YES, enter delivery address below:

6. Agent ☐ Address ☐

7. Date of Delivery

8. Received by (Printed Name)  
 Daniel Sotero

9. Date of Delivery  
 NOV 19 2022

10. LAS CRUCES MPO

11. 9590 9402 4460 8248 8900 67

COMPLETE THIS SECTION ON DELIVERY

1. Article Addressed to:  
 Daniel Sotero  
 2025 Anita Dr.  
 Las Cruces, NM 88011

2. Article Number (Transit Mail Service Mailbox)  
 7013 1150 0000 4460 8248

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

4. Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation  
☐ Signature Confirmation Restricted Delivery

5. Is delivery address different from item 1? ☐ Yes ☐ No  
 If YES, enter delivery address below:

6. Agent ☐ Address ☐

7. Date of Delivery  
 NOV 19 2022

8. Received by (Printed Name)  
 Daniel Sotero

9. Date of Delivery  
 NOV 19 2022

10. LAS CRUCES MPO

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Postage \$  
 Certified Fee  
 Return Receipt Fee (Endorsement Required)  
 Restricted Delivery Fee (Endorsement Required)  
 Total Postage & Fees \$

TRUTH OR CONSEQUENCES  
 NOV 19 2022  
 NM 87901

Sent To  
 Kristy Kingrey  
 Street, Apt. No., or PO Box No. 410 N. Caballo Rd.  
 City, State, ZIP+4 TorC, NM 87901

PS Form 3800, August 2005 See Reverse for Instructions

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**OFFICIAL USE**

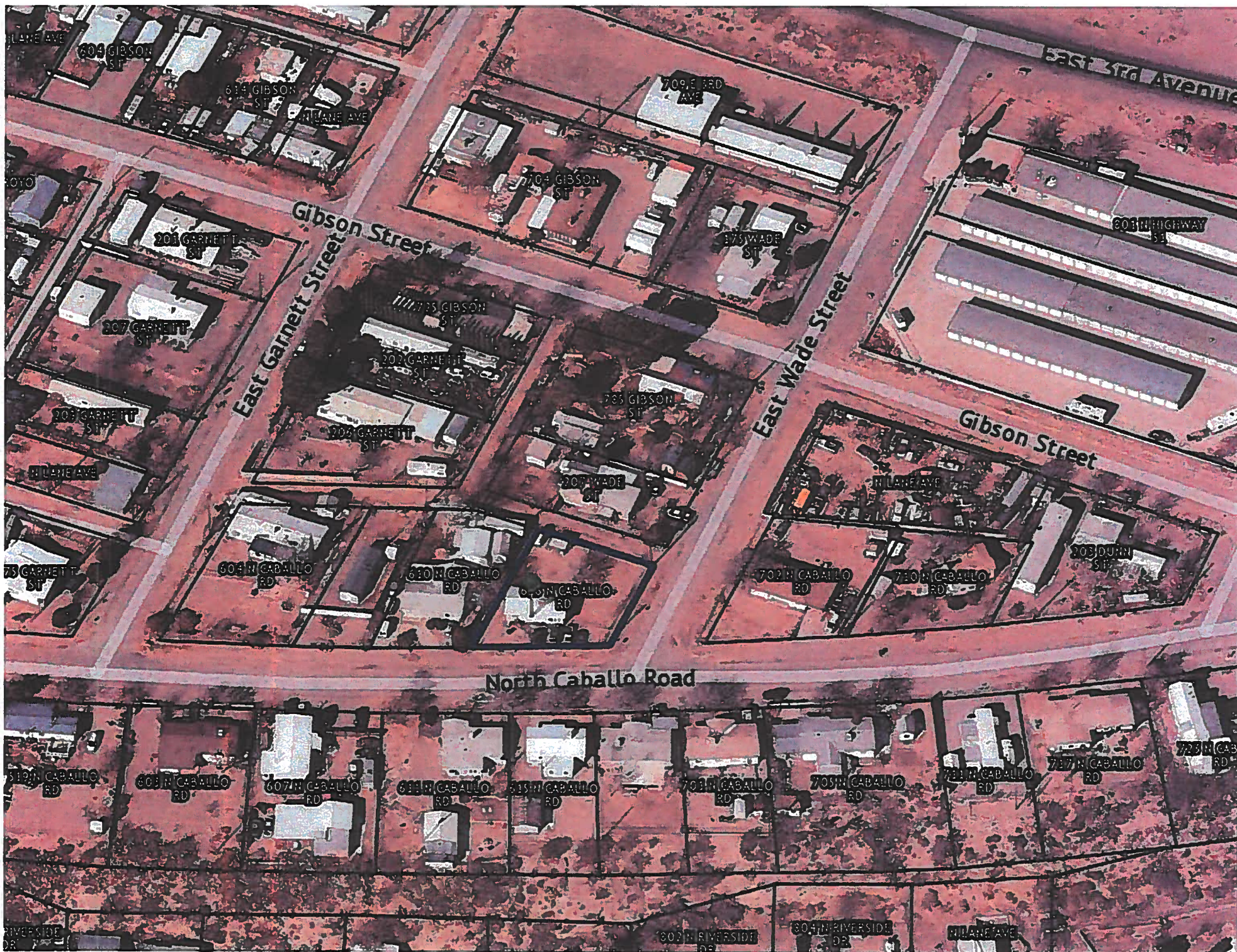
Postage \$  
 Certified Fee  
 Return Receipt Fee (Endorsement Required)  
 Restricted Delivery Fee (Endorsement Required)  
 Total Postage & Fees \$

TRUTH OR CONSEQUENCES  
 NOV 15 2022  
 NM 87901

Sent To  
 Daniel Sotero  
 Street, Apt. No., or PO Box No. 2025 Anita Dr.  
 City, State, ZIP+4 Las Cruces, NM 88011

PS Form 3800, August 2005 See Reverse for Instructions







**CITY OF TRUTH OR CONSEQUENCES  
PLANNING & ZONING COMMISSION  
MINUTES  
TUESDAY, DECEMBER 12, 2022**

**REGULAR MEETING**

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, December 12, 2022 at 4:00 p.m.

**INTRODUCTION:**

**ROLL CALL:**

Chris Sisney, Chairman  
Susan Buhler, Vice Chairman  
Esther Luchini, Member  
Eduardo Alicea, Member

**ALSO PRESENT:**

Bruce Swingle, City Manager  
Traci Alvarez, Assistant City Manager  
Orrin Hechler, Community Development  
Jamie Sweeney, Code Compliance – **Via Phone**  
Lisa Gabaldon, Deputy Clerk

**1. APPROVAL OF AGENDA**

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

**2. APPROVAL OF MINUTES OF OCTOBER 11, 2022**

Chairman Sisney made a motion to approve the minutes of October 11, 2022.  
Vice-Chairman Buhler seconded the motion.  
Motion carried unanimously.

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

No comments.

**4. PUBLIC HEARINGS (5 Minute Rule Applies)**

- A. Public Hearing/ Discussion/Action: Special Use Permit at 1705 Corzine Street. Applicant wishes to construct 78' x 17' Greenhouse and Accessory Storage Building on property with no existing principle building. *(Sec. 11-10-1. - Accessory Building. A subordinate*

*building, the use of which is incidental to and located on the same lot with the principle building. An accessory building shall not exceed one-fourth (¼) of the use or area of the main business or building).* Traci Alvarez, Assistant City Manager

Assistant City Manager Alvarez stated that the permit is for a commercial greenhouse and a commercial storage unit to be built onto the property. Applicant has submitted all documents and paid their fees.

Vice-Chairman Buhler asked: what do you plan to use the greenhouse for?

David Dawdy: Hello, I'm David Dawdy, I'm the president of a non-profit called People Growing Together and we're an initiative to hopefully train high school aged students who have a greenhouse at the high school.

Deputy Clerk Gabaldon: Let me pause you really quick sir. I need all of the applicants who are here today to be sworn in first. If I could ask you all to stand.

Assistant City Manager Alvarez: As well as the proponents and opponents.

Deputy Clerk Gabaldon: As well as the proponents and opponents, if you could stand to be sworn in.

Assistant City Manager Alvarez: Chairman and members of the board, we have to follow the batter shell process for these public hearings.

Vice-Chairman Buhler: My fault, sorry.

Deputy Clerk Gabaldon: Do you swear to tell the truth, the whole truth, and nothing but the truth? Everyone agreed.

Deputy Clerk Gabaldon: Please start again.

David Dawdy: I'm David Dawdy and I've been here since 2014. I'm interested in local growing and training young adults to have a job in that field so that they don't have to leave town; and also noted over the Covid epidemic that Walmart's trucks stopped coming and we had empty shelves, so we're dedicated to growing organic food at a reasonable price. We're non-profit so we actually will be selling the produce and donating 1/3, 1/3, and 1/3; 1/3 will go to the food banks, 1/3 will go to the families of the kids who are working, and 1/3 will go back to the non-profit to keep it rolling. Citizens have come forward; they have provided \$10,000 to buy the lot. Traci McGowan sold us and dropped her price from \$20,000; she's across the street with donkeys and that's about the story. We're not intending to commercially sell anything from that lot; we have storefront on North Broadway and it's just principally for growing and teaching how to grow in a greenhouse, which is so technical. It doesn't use any petroleum at all; it uses the temperature that is 8-10 feet below the ground and blows it up with electric fans; switches out the temperature every 1-2 minutes and we avoid any extra greenhouse gases. 48% of most commercial greenhouses costs go to heating it in the winter so basically will have very little expense in that area. That's the whole story that I can present; if you have any questions, I'd love to answer them.

Chairman Sisney: Do any of the board members have any questions for Mr. Dawdy?

Vice-Chairman Buhler: I wonder if you would be using City water; what type of water are you going to use?

David Dawdy: It will be City water; it already has City water and City electricity on the lot.

Member Luchini: How will you get your funds to pay for the City utilities and services? What funds will you use to pay the property taxes or expenses?

David Dawdy: Property taxes are \$176 a year at the present time; they'll probably go up when I put the building on it. We're non-profit; we've collected \$25,000 so far. We have the basics; it's a kit from North Dakota or Lance Nebraska; almost North Dakota. And, it's a non-profit; volunteers are there. We hope to have 1 or 2 paid positions particularly to instruct the children how to use the greenhouse and then have some paid internships and stuff like that. It has a lot to do with; it's a 78 foot long greenhouse and we expect to be able to...we have a master gardener advising us and I think we're gonna have enough

income coming in from once plants starts we'll have next spring and ongoing and we hope to have it built, if you give us permission, in March.

Vice-Chairman Buhler: One other question is it going to be like, is it going to incorporate like public school children?

David Dawdy: Yes, that's exactly right. I'm a substitute teacher at the public school; I work with the plant science kids last May and we really want to encourage them to learn how to grow their own food because they have the facilities up there to grow food for the cafeteria, for instance, and get high quality vegetables and salads and whatever. I've been working with the principle up there; Covid really knocked us in a loop. We should've been a year ago...we should've had this done a year ago but slowly but surely. We figured it would be a 5 year program; we could raise the funds, get it built, and then see from its success what else we can do. I just feel that to leave a legacy of self-independent growing in this area and showing people how to do it, along with that, the USA Extension teaches canning and for people to learn how to cook again there's a whole thing about it. The part that I'm coming to you for is to use that currently desert land to construct the greenhouse.

Chairman Sisney: Are there any other questions for him? Are there any other proponents that want to speak on behalf of this issue?

Assistant City Manager Alvarez: Did anyone else sign up?

Deputy Clerk Gabaldon: There is nobody else that signed up.

Assistant City Manager Alvarez: So, we have no opponents or no proponents?

Deputy Clerk Gabaldon: No.

Assistant City Manager Alvarez: So Chairman and members of the board, within included in your packet you do have a section of the Municipal Code that references what the purpose and development standards are of the T1 district; please note that the T1 district is considered a low density semi-rural residential area. Approving a special use permit to have a greenhouse and storage unit that does not have a principal building on it, it could be considered that you could be setting a precedent in all residential areas for that, so that is something to be mindful of.

Chairman Sisney: Do any of the members have any questions on this? And, Traci, is that all that the City has to say about that?

Assistant City Manager Alvarez: I've provided you the section of the Municipal Code that shows what is allowed and what has to be done by special use; he's submitted his application and his scope of work, full site plan, and showing where everything will be located. At this point, it's up to the Planning & Zoning commission to decide whether to recommend to approve or to recommend to deny to the City Commission.

**Vice-Chairman Buhler made a motion to approve the special use permit.**

**Member Alicea seconded the motion.**

**Motion carried unanimously.**

**B. Public Hearing/Discussion/Action: Request for a Special Use Permit at 616 N. Caballo Rd. for the purpose of a Multi Animal Permit. Traci Alvarez, Assistant City Manager**

Assistant City Manager Alvarez referred the board to their agenda packets to Ordinance No. 725, sub-section I, it states that all animal listed on the application 3 months of age or over must be vaccinated for rabies and possess a City animal license tag. When one of the applicants came before us, it didn't fall inside the little box and somewhere along the lines of revising this ordinance multiple times, some wording was dropped from that particular sentence so it should read, and we will look at revising our municipal code, we'll have to go through a whole ordinance amendment, but the intent of that particular section is all animals listed on the multi-animal permit, 3 months of age or over must be vaccinated for rabies and must possess a City animal license tag, and where that is going to become

important is the public hearing that you're going to hear today for a kennel permit. It was not the intent of this ordinance for people that are doing kennel permits, for all dogs that go in and out of a kennel; and fostering will fall under a kennel permit.

This hearing is for a multi-animal permit. The applicant you will see will have a second public hearing for a kennel permit, so the applicant does have personal dogs and then she also does fostering. Her application showed 7 dogs but we did amend the application to reflect that she now only has 6 personal dogs. Animal control and code enforcement have inspected the residence and they did approve the application. Animal control is here if you have any questions or if animal control would like to make any statements regarding this; applicant is also here in the audience as well.

Animal Control Officer Knull: So I did have one question for Serena, we did have an instance where the dogs did escape the yard, looking back now at the time of the inspection, all of the dogs were placed inside of the house; we did not realize how the fence was until we drove by a few days later and noticed that all of the dogs were out and were able to rest standing up along the fence, where it concerned us that they might be able to get out. A few days after that, we had an incident where the dogs did escape and I would like to ask, how did they get out at that time?

Assistant City Manager Alvarez: We also have code enforcement Sweeney on the line as well too for the code enforcement side if needed.

Code Enforcement Officer Sweeney: Like animal control said, when we did go over there, they had an immaculate yard; very clean, especially given the amount of dogs that were there. But the older ones are their personal use for inside and of course the kennel, which of course we'll hear at a later time, they were outside. At the time of the inspection we did not see...the fence was perfectly enclosed; there were no breaks in it, no nothing to indicate that the animals could escape. But as Officer Knull said, shortly after the inspection we got a call of 3 very large dogs running down Riverside and a later date we did identify that they did belong to that residence and so that gate may be too short for the size of dogs that she has. I'm not sure if they jumped over or... (phone cut out). Part of the inspection is the enclosure and so somehow those dogs did get out and they're not very easy to catch; we were only able to get the one, I guess maybe the other 2 went home. On the code enforcement side, there was no nothing; they've got more than enough room for the animals, but I am concerned that the enclosure itself may be a little short given the size of the dogs.

Serena Byargeon: As far as the fencing goes, they can reach the top and we've had these dogs for years and none of them have ever jumped the fence except for one...his name is Zeus, he's the biggest one and he kept doing it and kept doing it so eventually whenever we put him out to do his business, he does go on a 30 foot chain. We made sure that he cannot reach the fence to try to jump over and hang. We made sure that there's nothing in the way or anything like that; he's only on it just to do his business and get a little bit of exercise. As to the 3 dogs that escaped, at the time we were having problems; raising dogs is like raising kids, hit and miss. You learn as you go. Our back door and our front door were not closing all the way, the wind would push it open and therefore the dogs would escape that way and that's what happened that day. We have since not only fixed the doors but we've also put up metal security screens on the doors to fix that problem. That problem is resolved. One of ours did get picked up. I called officer Knull that night because we found the 2 but we couldn't find the 3<sup>rd</sup> and I was freaking out but I called him directly and he did inform me that they did have Cupid and we got him the next morning. It was bad enough of a situation for me that I told my husband that I don't care what bill has to go, doors are going in, screens are getting done, and so that's been done.

Chairman Sisney: Does anyone have any questions?

Robert Baca: I live at 206 Garnett Street in the alley and if there's purpose for this kennel or multi-dog purpose, will there be a privacy fence. I have a metal fence but I can only afford to go up so far to corner my fence. With 6 dogs in that yard now and 2 across next door to it and across there and 2 in mine and 4 on the other side, there's 14 dogs in that little area right there. At some point in time, if it's gonna be a



kennel, will the dogs be in individual kennels set up as a kennel, with 2 sides and cover to protect these dogs or just do a fence where they run wild? That's what my concern is; if it's gonna be a kennel, make it a kennel like at the shelter where there's individual cages where the dogs can be kenneled at night because you cannot sleep in that neighborhood. When one of them goes off, there's 30 dogs that go off. So, if my neighbor, he walks off on his rental property, the dogs are right there and they can't enjoy the porch or any portion of their yard; the dogs are just chain linked fence. So...

Deputy Clerk Gabaldon: Are you questioning about the kennel permit part because this is the special use...

Robert Baca: Multi dogs...how many dogs are they gonna be allowed on this property and then I'll address the kennels. That's all I say; there's a limit to so many dogs if this is kind of a bunched deal is what I'm saying; this is a two-part deal, so that's all that I have to say about the dogs.

Chairman Sisney: Mr. Baca, let me ask you about that neighborhood, ok because we had this come up already. People are complaining about the dogs but it sounds like no one wants to complain about the dogs because everyone has dogs.

Robert Baca: If they're gonna be a way to...well the dogs can't see through the alley where other dogs get there and get in the alley and they start barking and one starts barking and they all start barking. So, if it would be a multi-purpose would that that kind of be a nail to be screened or solid privacy fence to be put up is what I would suggest with a portion.

Chairman Sisney: Ok Mr. Baca, we'll give them a chance to answer your question.

Clifford Byargeon: He is correct about the amount of dogs within our part of the neighborhood. You go in any direction 3 houses that way or 3 houses that way, even without our dogs, you're looking at a combined of 20 at least. At night time, due to the noise, we prefer to keep our dogs inside; they're free to roam in our house, we haven't had any problems with them chewing anything, making messes, they're all good dogs. We only let them out for about 5 minutes at a time to use the bathroom at night and we keep them in because all night long, constantly, every dog barks. You can stand outside in the backyard and count at least 12 distinctive dogs barking anytime...1 in the morning, 2 in the morning, 3 in the morning; a leaf falls and one dog barks, another dog barks. There was a period of time about a year ago, one of our neighbors always thought it was our dogs barking, they didn't know that we kept our dogs in the house at night and someone finally broke down and told her it was actually her dogs in her own backyard barking; she forgot they were there at night, thought that was weird but...As far as the kenneling goes, most of our kennels are located inside of the house; we have a clean room; Mr. Knull has seen it. We keep our kennels clean; they have the little pull apart bottoms and we prefer to keep them out of the elements in case it's gonna snow, wind, anything; keep them safe. We have successfully fostered several dogs throughout the last couple of years and fixing the screen door did in fact fix our problem with the dogs getting out. Anytime the wind would blow, the door would just open; dogs hear it, they run. In the future we're hoping to get a privacy fence, trying to save up for it, but for the most part, our dogs are indoor dogs and we're trying to keep them away from the drama of all the other dogs in the neighborhood that just bark.

Serena Byargeon: So, we have priced different options of the fence because obviously we don't want Zeus on a chain at all, and for us to do a full privacy fence around our yard it's a big yard, we were quoted \$10,000; we don't have that kind of money. Our next option was to try to do risers; we've tried to come up with different ideas; risers and then add more fence to it and that option was \$1,000 versus \$10,000. Would we like a privacy fence? Absolutely, we don't want anybody seeing what's going on. As far as the dogs being out, if we let all 6 out at once, there's one of us out there with them. Usually we let out 2 maybe 3 at a time, that's it because we've had incidents where somebody gets agitated and then they fight, so the more dogs that are there the more they're gonna fight. If they're gonna be out by themselves, its 2 or 3 at a time, otherwise, we are outside with them.

Deputy Clerk Gabaldon: I have an email to read as well that came in. (Attached)

Chairman Sisney: I have a question for the City attorney

Assistant City Manager Alvarez: I might be able to help, what would be your question?

Chairman Sisney: I'm trying to put myself in the position of somebody that lives in this neighborhood; if there's all these dogs, how does anybody get any peace? And, what's the recourse if you call animal control out there, what's gonna happen? If you lived in this neighborhood and you don't want to listen to dogs barking, you gotta move out or what?

Assistant City Manager Alvarez: That's the purpose of a special use permit for anybody that's wanting more than 4 animals that they're allowed; I mean every person in that neighborhood could have 4 dogs, they'd be allowed per our municipal code. Anything in excess of 4 dogs has to come to you guys for your review and approval.

Chairman Sisney: Right, but that doesn't answer my question. What if a person was living in this neighborhood and didn't want to listen to dogs barking all the time, are they required to move?

Assistant City Manager Alvarez: Well, I guess they would call in a complaint and it would go out to an ACO...

Chairman Sisney: If they have 20 something dogs in this neighborhood, they would have to be over there constantly; there would have to be a solution...

Assistant City Manager Alvarez: Maybe code enforcement or ACO can let you know what the process or procedure is if they get a noise complaint; that would be a process that they would go through.

Tyler Knull: when we get a noise complaint for barking dogs our first question that we always ask the reporting party is, is this barking excessive, continuous and unprovoked, because with our municipal code, it states the difference between the provoked bark and unprovoked barking; if the barking is unprovoked, continuous and excessively, that's when we can start to issue disturbing the peace citations and looking into that sort of thing. If it's provoked bark, someone's driving by or walking by anything like that, anything that would provoke a normal dog to bark, that's when we really can't do anything because a dog is a dog and it's gonna bark and anything that provokes it. Anyone walking by or driving by, even if they see a neighbor across the street going into their house or maybe even another dog depending on the circumstance, that's considered a provoked bark and we really can't do much about provoked barking; if it's unprovoked barking, the dog is just sitting outside barking at a tree for instance, that's when we can start looking into disturbing the peace and we can try to come up with a solution with the dog owner.

Chairman Sisney: Would a dog barking at another dog be provoked or unprovoked?

Tyler Knull: That would be considered provoked.

Vice-Chairman Buhler: What about at night, are people allowed to leave their dogs out at night to bark and not bring them inside?

Tyler Knull: Yes ma'am, so they are allowed to leave their dogs outside, like I said, if the barking is continuous and excessive, that's when we start having issues, so we have to make the determination if the provoked or unprovoked. We try to have the RP or the complainant record after the complaint that way we can get a feel for what's going on. Even if the barking is provoked, we try to look at the time limit if the dog is barking continuously for 15 minutes at a time, we'll still go ahead and issue a citation and they would have to go through the courts and explain why this dog is barking so often and so much.

Chairman Sisney: Can you tell me what are the results of most of these complaints turns out?

Tyler Knull: So, most of them, it depends on the court. The court usually ends up a deferral on the complainant and the owner of the dog. If it's proven that this barking is excessive and continuous and not provoked, then a deferral or citation will be issued from the court and the court will go from there. Once I issue the citation, it's out of my hands and back into the court's hands.

Chairman Sisney: Has this happened?

Tyler Knull: This has happened before.

Chairman Sisney: And do you know whatever becomes of these complaints?

Tyler Knull: It's usually like I said a deferral from the court for a period of 6 months and if another complaint comes in with a period of 6 months after, the deferral from the courts and the courts will go back from there.

Chairman Sisney: Has anyone ever had to get rid of any dogs or done anything to...

Tyler Knull: Not to my knowledge.

Chairman Sisney: Does anyone else have any questions?

Vice-Chairman Buhler: Well, I think the fence thing is a big thing. Your neighbors can't go out and enjoy themselves on their porch, that's not a good thing. And if you're fostering other animals over and above what you have, that wouldn't be a good thing either. You said you foster animals too, right?

Serena Byargeon: Yes, we have for 2 years.

Vice-Chairman Buhler: Well, then you would have even more animals in your house then...What are you applying for??

Serena Byargeon: 6

Assistant City Manager Alvarez: For the multi-animal personal, yes.

Vice-Chairman Buhler: You know, I don't know that I agree with you being able to foster animals because you wouldn't have a permit for that, it would just be more animals...so that's my take on it anyways.

Member Luchini: Is this the first time that you've applied for a multi-use for the 6 dogs?

Serena Byargeon: It's because everything changed, we did have a kennel license prior that was under the umbrella of all the dogs. We've successfully fostered several dogs and gotten them off to rescues or adoptions.

Member Alicea: Have you ever had problems with those foster dogs?

Serena Byargeon: Honestly, yes, one time. In January we had an older German Shepard come in and we started noticing that she wasn't getting along with 2 of our dogs and I had been in touch with Mary, the other animal control officer, because I didn't know what to do because obviously I'm here to rescue dogs but it wasn't working out and she said you need to bring her in, she needs to be put down. She was 13. We were trying to make her last couple of years comfortable but it was getting to me too much. They were nipping at each other inside of the house. My granddaughter didn't know the situation and she helps out with the dogs a lot, and she had let the dogs out and when she let them out, one of our female dogs and the German Shepard started fighting. When they started fighting all the dogs started fighting; pack mentality. It was a very costly lesson; we lost one of my adoptees, we lost one of our own, and of course the German Shepard; they put them all down.

Assistant City Manager Alvarez: Excuse me Chairman and members of the board, if I could interrupt for a minute. Right now, we are just dealing with the multi-use, the next hearing deals with the foster portion of their application.

Chairman Sisney: I'm gonna make a motion that because you have complaints from 2 neighbors that we deny this.

Chairman Sisney made a motion to deny.

Member Luchini seconded the motion.

Roll call vote was taken:

Chris Sisney: I disapprove this application.

Susan Buhler: I don't approve of it either; if they did some other things, I might but not now.

Esther Luchini: I agree with Chris' motion to not approve the permit.

Eduardo Alicea: I think we should give them more time. I don't know their situation except for what's here on the papers and having dogs in the past and fosters and situations are not easy. I understand the situation but sometimes the situation with neighbors gets nasty. I disagree with you.

Motion carried with a 3 to 1 vote.



Serena Byargeon: Can I just say that the neighbor that has the complaint that works out in the front, they have 6 dogs themselves without any kind of permit and they just dropped another litter.

Chairman Sisney: Yah, it's a problem and this is not helping the situation.

Serena Byargeon: So, what are we supposed to do with our dogs?

Chairman Sisney: I don't know.

Assistant City Manager Alvarez: This is just their recommendation; their recommendation will go to the City Commission.

**C. Public Hearing/Discussion/Action: Request for a Special Use Permit at 616 N. Caballo Rd. for the purpose of a Kennel Permit. Traci Alvarez, Assistant City Manager**

Assistant City Manager Alvarez: Chairman and members of the board, same applicant is requesting a special use permit for kennel; this is for the animals that they foster. Animal control and code enforcement has gone out there to review the yard and the application. This special use permit is to allow them up to a total of 10 animals that would include their personal animals, so if they had 6 of their personal, they would be allowed 4 fosters; if they have 7 personals, they would be allowed 3 fosters. Applicant, code enforcement and animal control are here for any questions. I believe that there are no proponents or opponents on this specific permit however, the opponents from the previous permit also attach onto the kennel permitting.

Chairman Sisney: So, there are no proponents that would need to speak.

Assistant City Manager Alvarez: I think the opponents both via the email that was received as well as the one that spoke, also touched on kennel permit in their opposition.

Deputy Clerk Gabaldon: Serena is the only proponent if she wants to get up and speak.

Chairman Sisney: Do you need to get up and speak on this Serena?

Assistant City Manager Alvarez: Applicant did also submit a letter from the shelter that she does foster from as well, so she's submitted all required paperwork.

Serena Byargeon: Like I said, we've been fostering for over 2 years now and the only incident that we've had was the one German Shepard. Dogs are gonna bark when they're outside; ours are outside very little. We let them out to do a little bit of exercise and pee and they're back inside; and the reason for that is, I don't like barking, it annoys me. Back to the fosters, every foster that has come through our house, they get their 3 puppy shots and then they stay long enough to get their rabies shot and get spayed or neutered. No foster dog leaves without being spayed or neutered or fully vaccinated and while we have them, we train them the basics; sit, stay, begging, not chewing things, potty training, stuff like that. Because they're inside, we see what's going on; that's another reason that we like our dogs inside, is because we can see what's going on with them. We haven't had any issues on fostering. We have a lot of dogs in our neighborhood and they all bark and the one caddy corner from me barks incessantly but I don't call anybody. My neighbor has 3 dogs, I don't call anybody; it is what it is. It's a neighborhood full of dogs; everybody in our neighborhood has 3 or more dogs. The shelters, if you were to research, our shelters both here and outward, they're just so overwhelmed. In just the last 2 days somebody has dropped off 2 pregnant dogs that had puppies. Some of the mommas have died; they've needed to be bottle fed; everybody is just throwing away their puppies and that's exactly what's going on, they're throwing away these dogs and there's only so much room that the shelters have, there's only so much room that the rescues have...that's why we have fosters. We foster them until they're ready to either go to another rescue or to a home. And the ones that I've adapted to homes, I've kept in touch with and they're still in their homes and they're very happy.

Chairman Sisney: Thank you for your service.

Member Luchini: Are they normally adult dogs or puppy dogs; I guess it can vary all the time what you get.

Serena Byargeon: We primarily deal with puppies so that they can get training. The German Shepard was an adult and I'm traumatized by that whole situation. Like I said, I lost one of my dogs from it.

Member Luchini: So you are on a list to be referred to have the dogs, for the dogs that you foster, for the dogs to be adopted?

Serena Byargeon: Yes

Member Luchini: How do they contact you?

Serena Byargeon: So, the rescuer puts out all of the information; once in a while she'll let me do it. We had a pregnant Pitbull; we didn't know that she was pregnant. We were looking at Facebook and we saw this post and our rescue was begging for someone to come and save this dog because she was gonna be put down that day and I just took one look at her, not knowing anything about her and I said if you can get her to El Paso, that's where the rescue is, I said, I will come get her. So, we went and we got her and a couple of days later, we realized that she was pregnant, and we were like, oh ok, let's work with this. So, we read and reorganized and did everything and she had 8 puppies and we adopted out all 8 puppies except for one, we kept one and the momma, I had to advertise outside of state because there were no responses in state. She was such a good dog, like, we wanted to keep her but we know that our limit is 6. We wanted to keep her so bad but I ended up meeting with somebody from Arizona who happened to have property in Albuquerque, she came through and they hit it off great. So, sometimes I'm allowed to adopt out but primarily it's the rescue because she puts out the information and it's her responsibility that these dogs go to responsible places.

Chairman Sisney made a motion in opposition of this application.

Vice-Chairman Buhler seconded the motion.

Roll call vote was taken:

Chris Sisney: I disapprove this application.

Susan Buhler: I do too.

Esther Luchini: I disapprove also.

Eduardo Alicea: I abstain.

Motion carried with a 3 to 1 vote.

**D. Public Hearing/Discussion/Action: Request for a Special Use Permit at 103 N. Maple for the purpose of a Multi Animal Permit. Traci Alvarez, Assistant City Manager**

Assistant City Manager Alvarez: Chairman and members of the board, applicant has submitted an application for 103 N. Maple; application shows 7 dogs. Animal control and code enforcement have inspected the residence. Animal control has approved the area that the dogs are housed however; the property does have multiple code violations and was not approved by our code enforcement officer. Code Enforcement Officer Sweeney: I was made aware about this property, I'd say probably about 2 months prior to even knowing about this application. I went over there with an officer; just given the condition, it's a safety thing. Sometimes I just take an officer because, not to say that they were, but in the past homeowners can get very angry when I'm explaining what's going on. I took an officer over there with me. We spoke to the homeowners about the various things that were going on. They have a fence and then they were building on top of that with pallets; it was huge safety issue, just given New Mexico's winds that would've blown over right into the street or somebody walking by. I explained that to them, they immediately agreed that they would take it down. They explained that the reason that they were putting it up is because they were getting in trouble with animal control for the dogs getting out. Fast Forward to this application, me and animal control go over there and although they did clean up a massively amount of stuff that was there, they were still not in compliance when it comes to code violations for what was there, so I explained to them then, we did the inspection. So how the property



sits, is it's a mobile home, so on the north side of it is where the majority of the code violations were and they were actually actively out there cleaning it when we had gone there and done the inspection. On the south side is where they were housing the animals. They had it blocked off, so when you look at the checklist and it says debris and everything else, it pertains to animals, so although the code violations were not an immediate danger to the animals, there were violations. I had to sign off and say yes they were in compliance when it comes to the debris and everything else that was there, but there were still violations. I explained to them there and at the time that we do the application, everything should be replaced. I decided to give an olive branch and say, you have 2 ½ weeks to get the property in compliance and I'll come back out and check it. When I came back out and checked it, of course it was not. I spoke to him then and he was a little frustrated. He was explaining that he didn't have the funds to take it to the dump and he was upset about it. He finally just said to just take him to court and I explained that that's not what we were there for, it was just for this. At that time, he said that he was gonna be even, I didn't realize that it was 7, but he was even gonna get rid of, I believe he said just one, so he could be in the compliance part of it, where he wasn't even gonna need one. At that time, the last time that I went, they were still not compliant; they had it pretty much all cleaned up but there was still that, so we went ahead and signed off on it. I had given the time and I'm not sure if it's compliant now. At the last time that I went, the very last time, and I think I might even had wrote the date, I'm not sure, it was still not in compliance, so I went ahead and signed off on it that we did the inspection, but that's where we left off and that's where I left off. I have not gone back by; I have not seen if it's in compliance yet, that's just where we ended.

Assistant City Manager Alvarez: Applicant is also in attendance.

Phillip Cox: Hello, I live at 103 N. Maple. As Ms. Sweeney said, yes we did have a lot of debris. I was trying to start my own business at the time and I was trying to turn a camper trailer into a work trailer; it didn't go as planned so we went ahead and we cleaned everything up. We did everything in the guidelines in which we were supposed to for our animals. In regards to the fence that I was building, when I had got in trouble with animal control the judge at the time did tell me that I had to put up a bigger fence. This is before I realized that you had to get permits and zonings and this is the first time that I've ever really had to take this course. This is the first time I've ever been in a public meeting right now, so this is all a first for me. I believe that I'm within everything I need to have my animals. We did have one pass away on us after we had gotten surgery done on her. She was 12, she was a little Chihuahua she passed; she had a tumor. We took her to Arenas Valley, we paid for two different surgeries to have her fixed and she passed so we now have our 3 big dogs and our 4 little dogs. And, our 4 little ones are inside and our 3 big ones, one of them we were told by Officer Knull here, that we could not have a chain, we had to have a run, which we did install; the dog has free room, it can run back and forth. The other 2, we have not got run-cables up yet so they are still in a kennel. The kennel has sheltering over it, there are 2 dog houses in it, there's food, there's water, it's clean. I do have 2 kids; a 5 year old and 2 year old. They do tear up the yard, we do keep it cleaned up all of the time but my kids like to destroy stuff. I believe that they have not been back by to inspect, because I'm sure they've had other things dealing with. As far as I know, I believe I'm clear on this. They are more than welcome to come out and look again if they'd like. We've been keeping up on it and we have all of our animals have been fixed, they've all got their rabies, they've all got their vaccinations, I brought that paperwork here today for proof that all of that has been taken care of.

Cathy Jones: I live next to the couple that would like to have the multi-animal permit and I'm opposed to this. I do appreciate that they have their larger dogs on a runner now. It's been quite some time, I believe that it was last summer, I came home on my lunch break, one of their dogs was in my yard. I was unable to get into my own yard because the dog was there. It was a large dog, had a vicious bark; I was afraid to get into my own home. A couple of weeks later, I was leaving to go back to work at lunchtime and one their dogs was on my porch. It was the same one that was in my yard and I was afraid to get out



of my house on that particular day. My personal opinion, I don't think that they have enough space for all the animals that they have. I have 3 dogs myself; I'm not opposed to the animals by no means. The barking is a little out of hand in the middle of the night. My dogs, they bark. We have a critter that comes across the river; numerous raccoons, so my dogs will bark when there's a critter in the yard or somebody walking by. My dogs are kept inside at night; they're crate trained. They go out mid-morning and then they come in in the evening. They would have to in my opinion, create a larger wall or ensure that they're on a runner at all times for my own safety. I do have grandkids that come to my house. Some of them are smaller, some of them are older; I'm more concerned about the younger ones that come to the house. I think that's all I have to say.

Member Luchini: The purpose of raising the fence is so that they don't get out, correct?

Cathy Jones: Correct, I actually saw them jump over the fence and come into my yard. I live directly behind them. I have seen them jump. The first time that the dog was in my yard, I called animal control to come. I don't know who the gentleman was, it wasn't this man right here. He attempted to jump the fence to come into my yard to get the dog. I had to stop him and ask him to come around and there's a cinder block wall between the north side and theirs, that one of the dogs would get out and walk across that fence on that cinder block wall and so it would jump into the yard. I've seen it, I couldn't find my pictures, I looked for the pictures that I have but I have seen it jump back and forth over the chain link fence there as well as jump on the cinder block wall in between the two other properties.

Phillip Cox: In regards to the statement that was just made about my animal going on the brick wall, I've already discussed with neighbor that is right next to me, I believe he used to work for the City as a trash man, the reason we have put the animals in the kennels is because our fence is a standard height fence and with our kennel that we have, the two that we have in the kennel, we had to put chicken wire because she can run and get a jump, so we put chicken wire over the top with a tarp to keep her from being able to get out and run the streets. Since then, none of my 3 big dogs have been out of that yard, none. So, her incidents that she talked about are probably a long while back when we first got in trouble with animal control. Since then we have done everything, and if my dogs are barking, it is because there is someone that is approaching my house that is not supposed to be there. I have rules at my house. 10 o'clock you do not come over. If my dogs are barking, it ain't because they are barking at a leaf; someone is in my yard. I didn't use to own big dogs until we had a home invasion take place; we had a miscarriage and everything. I then decided to get big dogs for my family's protection. I have done everything that I can to keep them safe. I do not have the funds or the permits to build a higher fence, that is why 2 of them are in a kennel and one of them is on the runner. The moment I have the funds to get the runs, we will let them be on the runs and get them out of that kennel.

Chairman Sisney: I hope that everyone understands that the purpose of the Planning and Zoning Committee is to make variances on the rules that have been set up by the City. The City has determined that 4 dogs is the maximum for animals. 4 animals of any combination is the maximum that someone can have at their house. So far we have not approved a single variance for dogs.

Chairman Sisney made a motion that they do not approve the multi animal permit.

Vice-Chairman Buhler seconded the motion.

Roll call vote was taken:

Chris Sisney: I disapprove this application.

Susan Buhler: I disapprove it for the City Commission.

Esther Luchini: I disapprove also.

Eduardo Alicea: I abstain.

Motion carried with a 3 to 1 vote.

**5. NEW BUSINESS:**

A. Discussion/Action: Recommendation for Re-appointment of Board Member Chris Sisney

Vice-Chairman Buhler made a motion to reappoint Chris Sisney.

Member Luchini seconded the motion.

Motion carried unanimously.

**6. REPORTS FROM THE BOARD**

Nothing to report at this time.

**7. REPORTS FROM STAFF**

Nothing to report at this time.

**8. ADJOURNMENT**

Chairman Sisney made a motion to adjourn the meeting. Member Luchini seconded the motion.

Motion carried unanimously.

**PASSED AND APPROVED ON THIS 9<sup>th</sup> DAY OF JANUARY 2023.**

---

Chris Sisney,  
Planning & Zoning Commission Chairman



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: I.7*

**SUBJECT:** Request for Special Use permit at 103 N. Maple for the purpose of a Multi-Animal Permit

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** January 4, 2023

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

### **Summary/Background:**

Public Hearing was held at Planning and Zoning Commission Meeting on 12-12-2022. Applicant was present. Applicant has 7 dogs. Completed application has been received and all animals have been licensed per municipal code and fees paid. Animal Control and Code Enforcement have completed required site visit. Code enforcement did not recommend approval due to property code violations. 1 opponent spoke in opposition during the public hearing. P & Z Commission recommended to deny Multi-Animal Special Use permit for 103 N Maple.

### **Recommendation:**

Make final determination to approve or deny Multi Animal Special Use permit for 103 N Maple

### **Attachments:**

- Agenda Packet for 12-12-2022 Planning and Zoning Meeting
- Draft Minutes from 12-12-2022 Planning and Zoning Meeting – Applicable section highlighted

**Fiscal Impact (Finance):** Choose an item.

[Click here to enter text.](#)

**Legal Review (City Attorney):** Choose an item.

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☐ City Manager

### **CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

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

Continued To: - Referred To: -

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

File Name: CC agendas 1-11-2023



**CITY OF TRUTH OR CONSEQUENCES**  
**PLANNING AND ZONING COMMISSION ACTION FORM**  
**DATE: 12-12-2022**

**ITEM: Public Hearing/Discussion/Action –Multi-Animal Special Use Permit for 103 N Maple**

**BACKGROUND:**

Applicant has submitted an application request for 7 dogs. Animal Control and Code Enforcement have inspected the residence. Animal Control has approved the area the dogs are housed. Property has multiple code violations and was not approved by Code Enforcement.

**Per Ordinance 725**

It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four animals in any combination thereof, three months of age or older on their residential or business premises without a multi-animal site permit. Any person who operates or proposes to operate a residential or commercial multi-animal site shall file an application for a permit. All applications shall undergo a special use permit process. Permits will be reviewed for renewal annually. No more than seven animals in any combination are allowed for multi-animal permits.

**SUPPORT INFORMATION:**

Application  
Location Map  
Ordinance 725

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

|                                |                     |                          |
|--------------------------------|---------------------|--------------------------|
| Name of Drafter: Traci Alvarez | :                   | Meeting date: 12-12-2022 |
| E-mail: talvarez@torcnm.org    | Phone: 575-952-0565 |                          |

# CITY OF TRUTH OR CONSEQUENCES KENNEL/MULTI-ANIMAL PERMIT APPLICATION

Date: 9-14-22  
 Applicant: Summer Cox  
 Property Address: 103 N Maple  
 Phone Number: 575 740 8501 Business license number (if applicable): \_\_\_\_\_  
 Type of license: ☐ Kennel Permit ☒ Multi-Animal Permit Initial License ☒ or Renewal \_\_\_\_\_

| TYPE | GENDER | AGE | BREED       | COLOR     | NAME      | CITY LIC# | EXP DATE | RABIES TAG # | EXP DATE |
|------|--------|-----|-------------|-----------|-----------|-----------|----------|--------------|----------|
| K9   | F      | 10  | Poodle mix  | WHT       | Daisy     | 848       | 11-19-22 | 21001921     | 11-19-22 |
| K9   | M      | 3   | Husky       | WHT       | Mutt/mix  | 847       | 1-19-22  | 1925         | 11-19-22 |
| K9   | M      | 3   | Husky       | BLK       | Verman    | 844       | 11-19-22 | 1926         | 11-19-22 |
| K9   | F      | 2   | Chihuahua   | Blk/Brown | Bonette   | 849       | 11-19-22 | 1931         | 11-19-22 |
| K9   | F      | 10  | Puca        | Brindle   | Sweet Pea | 845       | 11-19-22 | 1927         | 11-19-22 |
| K9   | M      | 1   | Hawke Husky | WHT       | Havoc     | 873       | 12-30-22 | 1836         | 12-30-22 |
| K9   | M      | 1   | Chihuahua   | Brindle   | Jedde     | 874       | 11-19-22 | 1928         | 11-19-22 |
|      |        |     |             |           |           |           |          |              |          |
|      |        |     |             |           |           |           |          |              |          |

Proof of payment, rabies vaccinations, and city animal/business licenses must accompany application

Applicant Signature: Summer Cox

## ON SITE INSPECTION (A=Acceptable or U=Unacceptable)

- N Enclosure/fencing type/gates/latches/pens sufficient to prevent escape/proper confinement.
- A Adequate habitat space necessary for each animal's movement.
- A Animal(s) habitat is sanitary, good condition (weatherproofing), ventilated/heated, and accessible.
- A Animal(s) have access to protection from weather.
- A Sufficient fresh clean/sanitary potable water and food/sufficient access for each animal.
- A Property is clean/sanitary and free of hazards/trash/debris and not dangerous to animal(s).
- A Property size is adequate for the number of animal(s) allowing for compliance as noted above.
- Property has the following conditions that require immediate attention: TEATHEEING  
NEEDS IMPROVEMENT

Inspected by Officer: TYLER KNULL Signature: Tyler Knull  
 Date: 09/15/22 Aug 9/15/22  
 Planning and Zoning Commission Meeting Date: \_\_\_\_\_ ( ) Approved ( ) Disapproved  
 City Commission Meeting Date: \_\_\_\_\_ ( ) Approved ( ) Disapproved  
 City Planning and Zoning Designated Administrator Signature: \_\_\_\_\_

Unacceptable. Several code violations. Was given 2 weeks to clean. After 2 wks, property was not in compliance. After 2 wks went back and was told that they possible were ~~planned~~ going to give some animals away

**City of Truth or Consequences**  
**505 Sims Street**  
**Truth or Consequences, New Mexico 87901**

City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name Phillip Cox  
Address 103 Maple  
City T or C State NM ZIP 87901  
Phone (575) 740-8501

**Misc**

Date 12/14/2021  
Tag No. 848  
Exp. Date 11/19/2022

**Animal**

Name Daisy  
Breed Poodle Mix  
Color White Sex F S/N S  
Vaccinated 11/19/2021

| Qty | Description | Unit Price   | TOTAL          |
|-----|-------------|--------------|----------------|
| 1   | Dog License | \$ 5.00      | \$ 5.00        |
|     |             | <b>TOTAL</b> | <b>\$ 5.00</b> |

**Payment**

CASH \$5.00  
CHECK

Receipt No. R00245892

Office Use Only:

**THANK YOU!**

**THANK YOU FOR YOUR BUSINESS**



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**505 Sims Street**  
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City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name Phillip Cox  
Address 103 Maple  
City T or C State NM ZIP 87901  
Phone (575) 740-8501

**Misc**

Date 12/14/2021  
Tag No. 847  
Exp. Date 11/19/2022

**Animal**

Name Muttmyer  
Breed Husky  
Color Beige Sex F S/N S  
Vaccinated 11/19/2021

| Qty | Description | Unit Price   | TOTAL          |
|-----|-------------|--------------|----------------|
| 1   | Dog License | \$ 5.00      | \$ 5.00        |
|     |             | <b>TOTAL</b> | <b>\$ 5.00</b> |

**Payment**

CASH \$5.00  
CHECK

Receipt No. R00245892

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**Customer**

Name Phillip Cox  
Address 103 Maple  
City T or C State NM ZIP 87901  
Phone (575) 740-8501

**Misc**

Date 12/14/2021  
Tag No. 844  
Exp. Date 11/19/2022

**Animal**

Name Vernon  
Breed Husky  
Color Tri-Color Sex F S/N S  
Vaccinated 11/19/2021

| Qty | Description | Unit Price   | TOTAL          |
|-----|-------------|--------------|----------------|
| 1   | Dog License | \$ 5.00      | \$ 5.00        |
|     |             | <b>TOTAL</b> | <b>\$ 5.00</b> |

**Payment**

CASH \$5.00  
CHECK

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**License**

**Customer**

Name Phillip Cox  
Address 103 Maple  
City T or C State NM ZIP 87901  
Phone (575) 740-8501

**Misc**

Date 12/14/2021  
Tag No. 849  
Exp. Date 11/19/2022

**Animal**

Name Booette  
Breed Chihuahua  
Color Black w/Brown Sex F S/N S  
Vaccinated 11/19/2021

| Qty | Description | Unit Price   | TOTAL          |
|-----|-------------|--------------|----------------|
| 1   | Dog License | \$ 5.00      | \$ 5.00        |
|     |             | <b>TOTAL</b> | <b>\$ 5.00</b> |

**Payment**

CASH \$5.00  
CHECK \_\_\_\_\_

Receipt No. R00245892

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**505 Sims Street**  
**Truth or Consequences, New Mexico 87901**

City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name Summer Cox  
Address 103 N. Maple  
City T or C State NM ZIP 87901  
Phone 575-291-9414

**Misc**

Date 6/12/2017  
Tag No. 186  
Exp. Date

**Animal**

Name Sweet Pea  
Breed Pug Mix  
Color Brindle Sex Female S/N NO  
Vaccinated 6-8-2017

| Qty | Description | Unit Price   | TOTAL           |
|-----|-------------|--------------|-----------------|
| 1   | Dog Tag     | \$ 50.00     | \$ 50.00        |
|     |             | <b>TOTAL</b> | <b>\$ 50.00</b> |

**Payment**

CASH \$50.00  
CHECK

Receipt No. 63280

Office Use Only

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**505 Sims Street**  
**Truth or Consequences, New Mexico 87901**

City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name Phillip Cox  
Address 103 Maple  
City T or C State NM ZIP 87901  
Phone (575) 740-8501

**Misc**

Date 2/9/2022  
Tag No. 873  
Exp. Date 12/30/2022

**Animal**

Name Havoc  
Breed Husky  
Color White Sex M S/N N  
Vaccinated 11/19/2021

| Qty | Description | Unit Price   | TOTAL          |
|-----|-------------|--------------|----------------|
| 1   | Dog License | \$ 5.00      | \$ 5.00        |
|     |             | <b>TOTAL</b> | <b>\$ 5.00</b> |

**Payment**

CASH  
CHECK \$5.00 CK# 1067  
Receipt No. R00252030

Office Use Only:

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**THANK YOU FOR YOUR BUSINESS**

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**505 Sims Street**  
**Truth or Consequences, New Mexico 87901**

City: (575) 894-6673 \* FAX: (575) 894-7767

**License**

**Customer**

Name Phillip Cox  
Address 103 Maple  
City T or C State NM ZIP 87901  
Phone (575) 740-8501

**Misc**

Date 2/9/2022  
Tag No. 874  
Exp. Date 11/19/2022

**Animal**

Name Jackle  
Breed Chihuahua  
Color Brindle Sex M S/N N  
Vaccinated 11/19/2021

| Qty | Description | Unit Price   | TOTAL          |
|-----|-------------|--------------|----------------|
| 1   | Dog License | \$ 5.00      | \$ 5.00        |
|     |             | <b>TOTAL</b> | <b>\$ 5.00</b> |

**Payment**

CASH  
CHECK \$5.00 CK# 1067  
Receipt No. R00252030

Office Use Only:

**THANK YOU!**

**THANK YOU FOR YOUR BUSINESS**



**Amanda Forrister**  
**Mayor**

**Rolf Hechler**  
**Mayor Pro-Tem**

**Merry Jo Fahl**  
**Commissioner**



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

**Destiny Mitchell**  
**Commissioner**

**Shelly Harrelson**  
**Commissioner**

**Bruce Swingle**  
**City Manager**

## **NOTICE OF PUBLIC HEARING**

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, December 12, 2022 to receive input regarding the following:

Public Hearing/Discussion/Action: Request for a Special Use Permit at 103 N. Maple for the purpose of a Multi Animal Permit.

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

Should you have any questions regarding this Public Hearing, please contact me at (575) 894-6675 or by email at [aaatorres@torcnm.org](mailto:aaatorres@torcnm.org).

The agenda may be obtained on Friday, December 9, 2022 on the city website calendar at [www.torcnm.org](http://www.torcnm.org); by contacting the City Clerk's Office at 575-894-6673; or by email to: [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org).

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

Publish on the following date:

- Sentinel– Friday, November 18, 2022

**103 N.MAPLE -COX**

| owner name                    | mailing address | city         | state | zip   |
|-------------------------------|-----------------|--------------|-------|-------|
| WILLIAMS JO ANN               | 602 E 1ST AVE   | T OR C       | NM    | 87901 |
| JONES CURTIS D & LUNA CATHY D | P O BOX 434     | WILLIAMSBURG | NM    | 87942 |
| HOOD STORMY ANGEL             | 103 N MAPLET    | T OR C       | NM    | 87901 |
| GIBSON MILAS G                | 107 N MAPLE     | T OR C       | NM    | 87901 |
| HERRERRA ESTEBAN A            | PO BOX 523      | BERNALILLO   | NM    | 87004 |

*Amanda Forrister  
Mayor*

*Rolf Hechler  
Mayor Pro-Tem*

*Merry Jo Fahl  
Commissioner*



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

Publish on the following date:

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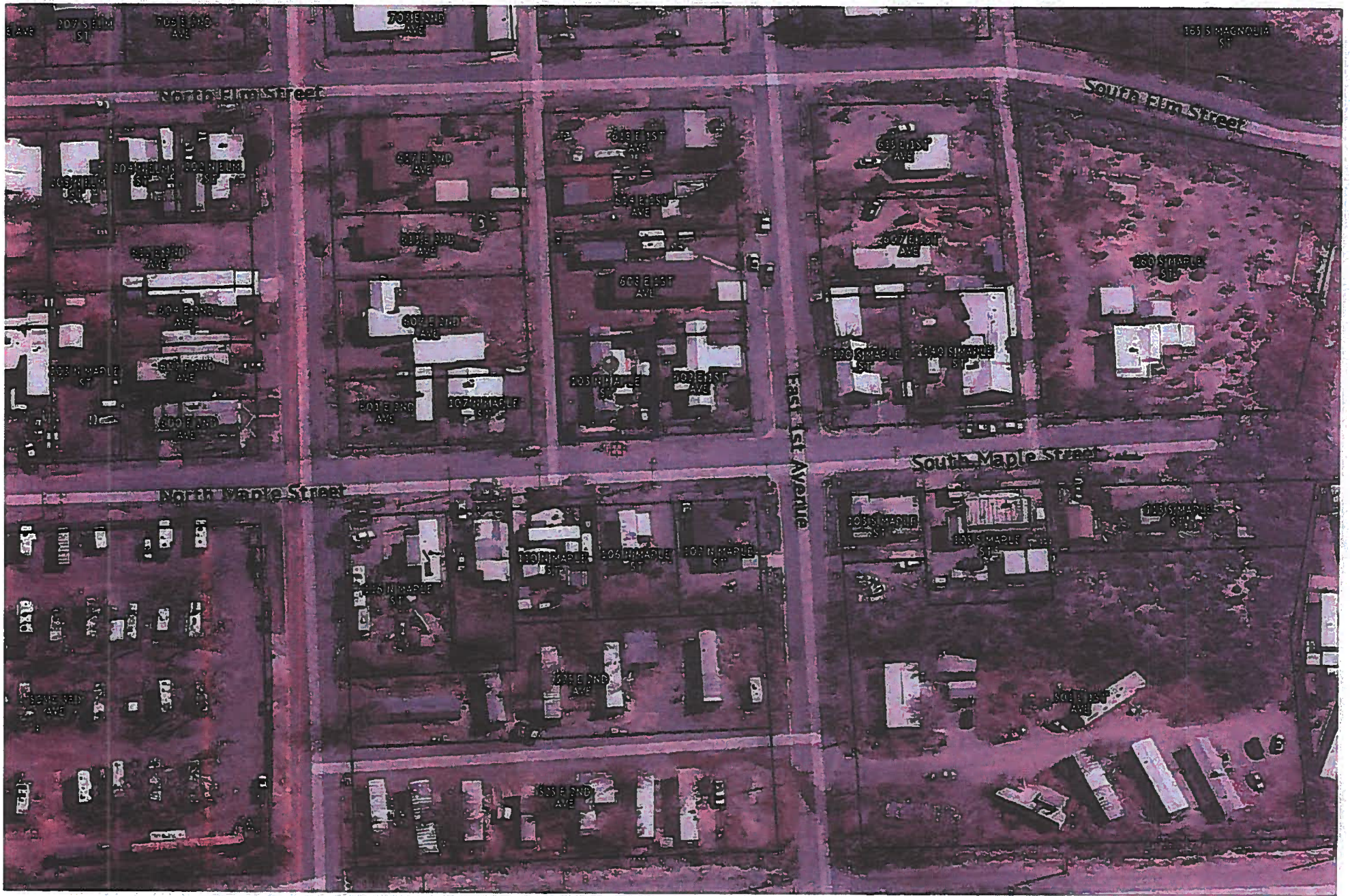
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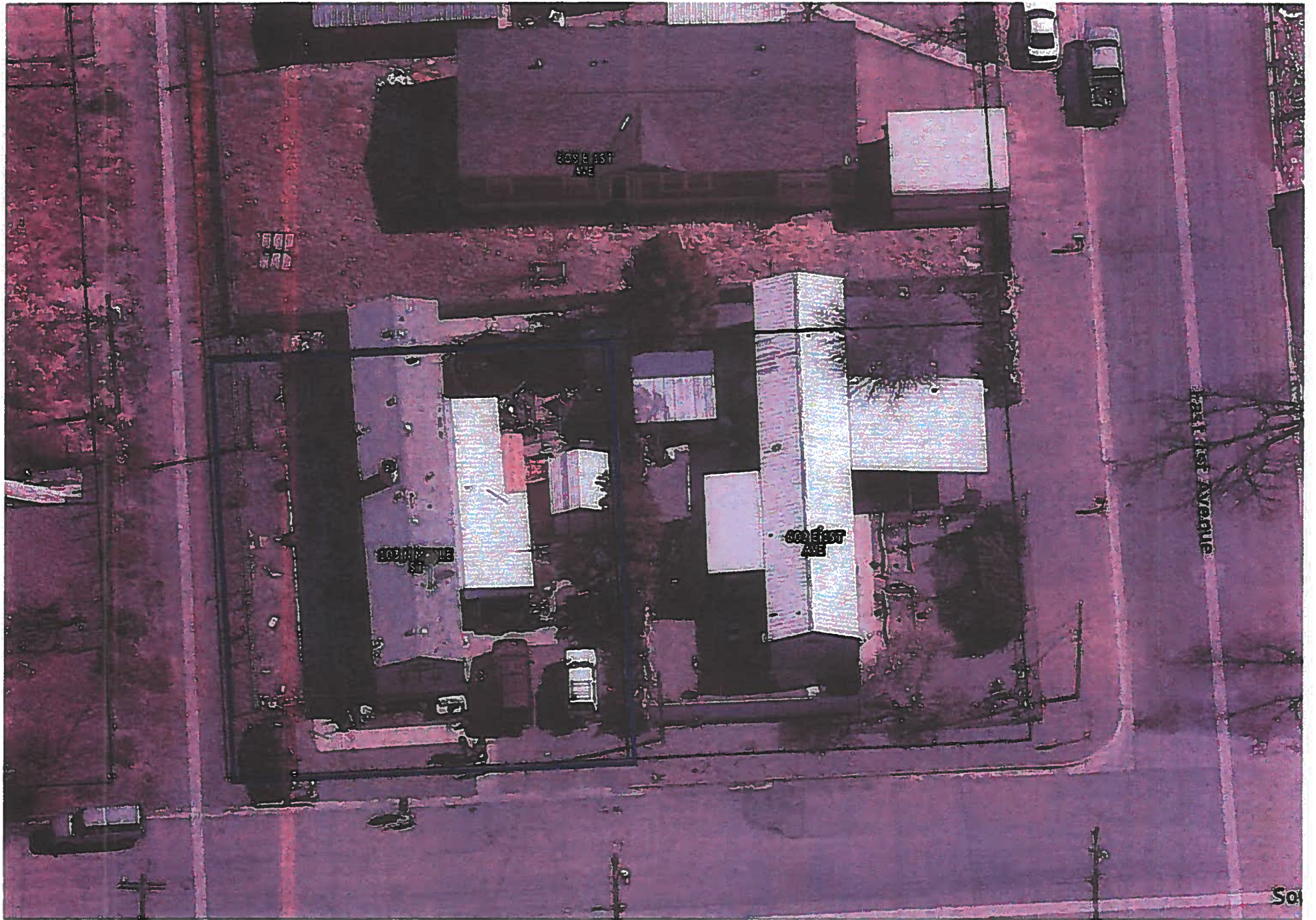
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**CITY OF TRUTH OR CONSEQUENCES  
PLANNING & ZONING COMMISSION  
MINUTES  
TUESDAY, DECEMBER 12, 2022**

**REGULAR MEETING**

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, December 12, 2022 at 4:00 p.m.

**INTRODUCTION:**

**ROLL CALL:**

Chris Sisney, Chairman  
Susan Buhler, Vice Chairman  
Esther Luchini, Member  
Eduardo Alicea, Member

**ALSO PRESENT:**

Bruce Swingle, City Manager  
Traci Alvarez, Assistant City Manager  
Orrin Hechler, Community Development  
Jamie Sweeney, Code Compliance – **Via Phone**  
Lisa Gabaldon, Deputy Clerk

**1. APPROVAL OF AGENDA**

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

**2. APPROVAL OF MINUTES OF OCTOBER 11, 2022**

Chairman Sisney made a motion to approve the minutes of October 11, 2022.  
Vice-Chairman Buhler seconded the motion.  
Motion carried unanimously.

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

No comments.

**4. PUBLIC HEARINGS (5 Minute Rule Applies)**

- A. Public Hearing/ Discussion/Action: Special Use Permit at 1705 Corzine Street. Applicant wishes to construct 78' x 17' Greenhouse and Accessory Storage Building on property with no existing principle building. *(Sec. 11-10-1. - Accessory Building. A subordinate*

*building, the use of which is incidental to and located on the same lot with the principle building. An accessory building shall not exceed one-fourth (¼) of the use or area of the main business or building).* Traci Alvarez, Assistant City Manager

Assistant City Manager Alvarez stated that the permit is for a commercial greenhouse and a commercial storage unit to be built onto the property. Applicant has submitted all documents and paid their fees.

Vice-Chairman Buhler asked: what do you plan to use the greenhouse for?

David Dawdy: Hello, I'm David Dawdy, I'm the president of a non-profit called People Growing Together and we're an initiative to hopefully train high school aged students who have a greenhouse at the high school.

Deputy Clerk Gabaldon: Let me pause you really quick sir. I need all of the applicants who are here today to be sworn in first. If I could ask you all to stand.

Assistant City Manager Alvarez: As well as the proponents and opponents.

Deputy Clerk Gabaldon: As well as the proponents and opponents, if you could stand to be sworn in.

Assistant City Manager Alvarez: Chairman and members of the board, we have to follow the batter shell process for these public hearings.

Vice-Chairman Buhler: My fault, sorry.

Deputy Clerk Gabaldon: Do you swear to tell the truth, the whole truth, and nothing but the truth?

Everyone agreed.

Deputy Clerk Gabaldon: Please start again.

David Dawdy: I'm David Dawdy and I've been here since 2014. I'm interested in local growing and training young adults to have a job in that field so that they don't have to leave town; and also noted over the Covid epidemic that Walmart's trucks stopped coming and we had empty shelves, so we're dedicated to growing organic food at a reasonable price. We're non-profit so we actually will be selling the produce and donating 1/3, 1/3, and 1/3; 1/3 will go to the food banks, 1/3 will go to the families of the kids who are working, and 1/3 will go back to the non-profit to keep it rolling. Citizens have come forward; they have provided \$10,000 to buy the lot. Traci McGowan sold us and dropped her price from \$20,000; she's across the street with donkeys and that's about the story. We're not intending to commercially sell anything from that lot; we have storefront on North Broadway and it's just principally for growing and teaching how to grow in a greenhouse, which is so technical. It doesn't use any petroleum at all; it uses the temperature that is 8-10 feet below the ground and blows it up with electric fans; switches out the temperature every 1-2 minutes and we avoid any extra greenhouse gases. 48% of most commercial greenhouses costs go to heating it in the winter so basically will have very little expense in that area. That's the whole story that I can present; if you have any questions, I'd love to answer them.

Chairman Sisney: Do any of the board members have any questions for Mr. Dawdy?

Vice-Chairman Buhler: I wonder if you would be using City water; what type of water are you going to use?

David Dawdy: It will be City water; it already has City water and City electricity on the lot.

Member Luchini: How will you get your funds to pay for the City utilities and services? What funds will you use to pay the property taxes or expenses?

David Dawdy: Property taxes are \$176 a year at the present time; they'll probably go up when I put the building on it. We're non-profit; we've collected \$25,000 so far. We have the basics; it's a kit from North Dakota or Lance Nebraska; almost North Dakota. And, it's a non-profit; volunteers are there. We hope to have 1 or 2 paid positions particularly to instruct the children how to use the greenhouse and then have some paid internships and stuff like that. It has a lot to do with; it's a 78 foot long greenhouse and we expect to be able to...we have a master gardener advising us and I think we're gonna have enough

income coming in from once plants starts we'll have next spring and ongoing and we hope to have it built, if you give us permission, in March.

Vice-Chairman Buhler: One other question is it going to be like, is it going to incorporate like public school children?

David Dawdy: Yes, that's exactly right. I'm a substitute teacher at the public school; I work with the plant science kids last May and we really want to encourage them to learn how to grow their own food because they have the facilities up there to grow food for the cafeteria, for instance, and get high quality vegetables and salads and whatever. I've been working with the principle up there; Covid really knocked us in a loop. We should've been a year ago...we should've had this done a year ago but slowly but surely. We figured it would be a 5 year program; we could raise the funds, get it built, and then see from its success what else we can do. I just feel that to leave a legacy of self-independent growing in this area and showing people how to do it, along with that, the USA Extension teaches canning and for people to learn how to cook again there's a whole thing about it. The part that I'm coming to you for is to use that currently desert land to construct the greenhouse.

Chairman Sisney: Are there any other questions for him? Are there any other proponents that want to speak on behalf of this issue?

Assistant City Manager Alvarez: Did anyone else sign up?

Deputy Clerk Gabaldon: There is nobody else that signed up.

Assistant City Manager Alvarez: So, we have no opponents or no proponents?

Deputy Clerk Gabaldon: No.

Assistant City Manager Alvarez: So Chairman and members of the board, within included in your packet you do have a section of the Municipal Code that references what the purpose and development standards are of the T1 district; please note that the T1 district is considered a low density semi-rural residential area. Approving a special use permit to have a greenhouse and storage unit that does not have a principal building on it, it could be considered that you could be setting a precedent in all residential areas for that, so that is something to be mindful of.

Chairman Sisney: Do any of the members have any questions on this? And, Traci, is that all that the City has to say about that?

Assistant City Manager Alvarez: I've provided you the section of the Municipal Code that shows what is allowed and what has to be done by special use; he's submitted his application and his scope of work, full site plan, and showing where everything will be located. At this point, it's up to the Planning & Zoning commission to decide whether to recommend to approve or to recommend to deny to the City Commission.

**Vice-Chairman Buhler made a motion to approve the special use permit.**

**Member Alicea seconded the motion.**

**Motion carried unanimously.**

**B. Public Hearing/Discussion/Action: Request for a Special Use Permit at 616 N. Caballo Rd. for the purpose of a Multi Animal Permit. Traci Alvarez, Assistant City Manager**

Assistant City Manager Alvarez referred the board to their agenda packets to Ordinance No. 725, sub-section I, it states that all animal listed on the application 3 months of age or over must be vaccinated for rabies and possess a City animal license tag. When one of the applicants came before us, it didn't fall inside the little box and somewhere along the lines of revising this ordinance multiple times, some wording was dropped from that particular sentence so it should read, and we will look at revising our municipal code, we'll have to go through a whole ordinance amendment, but the intent of that particular section is all animals listed on the multi-animal permit, 3 months of age or over must be vaccinated for rabies and must possess a City animal license tag, and where that is going to become

important is the public hearing that you're going to hear today for a kennel permit. It was not the intent of this ordinance for people that are doing kennel permits, for all dogs that go in and out of a kennel; and fostering will fall under a kennel permit.

This hearing is for a multi-animal permit. The applicant you will see will have a second public hearing for a kennel permit, so the applicant does have personal dogs and then she also does fostering. Her application showed 7 dogs but we did amend the application to reflect that she now only has 6 personal dogs. Animal control and code enforcement have inspected the residence and they did approve the application. Animal control is here if you have any questions or if animal control would like to make any statements regarding this; applicant is also here in the audience as well.

Animal Control Officer Knull: So I did have one question for Serena, we did have an instance where the dogs did escape the yard, looking back now at the time of the inspection, all of the dogs were placed inside of the house; we did not realize how the fence was until we drove by a few days later and noticed that all of the dogs were out and were able to rest standing up along the fence, where it concerned us that they might be able to get out. A few days after that, we had an incident where the dogs did escape and I would like to ask, how did they get out at that time?

Assistant City Manager Alvarez: We also have code enforcement Sweeney on the line as well too for the code enforcement side if needed.

Code Enforcement Officer Sweeney: Like animal control said, when we did go over there, they had an immaculate yard; very clean, especially given the amount of dogs that were there. But the older ones are their personal use for inside and of course the kennel, which of course we'll hear at a later time, they were outside. At the time of the inspection we did not see...the fence was perfectly enclosed; there were no breaks in it, no nothing to indicate that the animals could escape. But as Officer Knull said, shortly after the inspection we got a call of 3 very large dogs running down Riverside and a later date we did identify that they did belong to that residence and so that gate may be too short for the size of dogs that she has. I'm not sure if they jumped over or... (phone cut out). Part of the inspection is the enclosure and so somehow those dogs did get out and they're not very easy to catch; we were only able to get the one, I guess maybe the other 2 went home. On the code enforcement side, there was no nothing; they've got more than enough room for the animals, but I am concerned that the enclosure itself may be a little short given the size of the dogs.

Serena Byargeon: As far as the fencing goes, they can reach the top and we've had these dogs for years and none of them have ever jumped the fence except for one...his name is Zeus, he's the biggest one and he kept doing it and kept doing it so eventually whenever we put him out to do his business, he does go on a 30 foot chain. We made sure that he cannot reach the fence to try to jump over and hang. We made sure that there's nothing in the way or anything like that; he's only on it just to do his business and get a little bit of exercise. As to the 3 dogs that escaped, at the time we were having problems; raising dogs is like raising kids, hit and miss. You learn as you go. Our back door and our front door were not closing all the way, the wind would push it open and therefore the dogs would escape that way and that's what happened that day. We have since not only fixed the doors but we've also put up metal security screens on the doors to fix that problem. That problem is resolved. One of ours did get picked up. I called officer Knull that night because we found the 2 but we couldn't find the 3<sup>rd</sup> and I was freaking out but I called him directly and he did inform me that they did have Cupid and we got him the next morning. It was bad enough of a situation for me that I told my husband that I don't care what bill has to go, doors are going in, screens are getting done, and so that's been done.

Chairman Sisney: Does anyone have any questions?

Robert Baca: I live at 206 Garnett Street in the alley and if there's purpose for this kennel or multi-dog purpose, will there be a privacy fence. I have a metal fence but I can only afford to go up so far to corner my fence. With 6 dogs in that yard now and 2 across next door to it and across there and 2 in mine and 4 on the other side, there's 14 dogs in that little area right there. At some point in time, if it's gonna be a

kennel, will the dogs be in individual kennels set up as a kennel, with 2 sides and cover to protect these dogs or just do a fence where they run wild? That's what my concern is; if it's gonna be a kennel, make it a kennel like at the shelter where there's individual cages where the dogs can be kenneled at night because you cannot sleep in that neighborhood. When one of them goes off, there's 30 dogs that go off. So, if my neighbor, he walks off on his rental property, the dogs are right there and they can't enjoy the porch or any portion of their yard; the dogs are just chain linked fence. So...

Deputy Clerk Gabaldon: Are you questioning about the kennel permit part because this is the special use...

Robert Baca: Multi dogs...how many dogs are they gonna be allowed on this property and then I'll address the kennels. That's all I say; there's a limit to so many dogs if this is kind of a bunched deal is what I'm saying; this is a two-part deal, so that's all that I have to say about the dogs.

Chairman Sisney: Mr. Baca, let me ask you about that neighborhood, ok because we had this come up already. People are complaining about the dogs but it sounds like no one wants to complain about the dogs because everyone has dogs.

Robert Baca: If they're gonna be a way to...well the dogs can't see through the alley where other dogs get there and get in the alley and they start barking and one starts barking and they all start barking. So, if it would be a multi-purpose would that that kind of be a nail to be screened or solid privacy fence to be put up is what I would suggest with a portion.

Chairman Sisney: Ok Mr. Baca, we'll give them a chance to answer your question.

Clifford Byargeon: He is correct about the amount of dogs within our part of the neighborhood. You go in any direction 3 houses that way or 3 houses that way, even without our dogs, you're looking at a combined of 20 at least. At night time, due to the noise, we prefer to keep our dogs inside; they're free to roam in our house, we haven't had any problems with them chewing anything, making messes, they're all good dogs. We only let them out for about 5 minutes at a time to use the bathroom at night and we keep them in because all night long, constantly, every dog barks. You can stand outside in the backyard and count at least 12 distinctive dogs barking anytime...1 in the morning, 2 in the morning, 3 in the morning; a leaf falls and one dog barks, another dog barks. There was a period of time about a year ago, one of our neighbors always thought it was our dogs barking, they didn't know that we kept our dogs in the house at night and someone finally broke down and told her it was actually her dogs in her own backyard barking; she forgot they were there at night, thought that was weird but...As far as the kenneling goes, most of our kennels are located inside of the house; we have a clean room; Mr. Knull has seen it. We keep our kennels clean; they have the little pull apart bottoms and we prefer to keep them out of the elements in case it's gonna snow, wind, anything; keep them safe. We have successfully fostered several dogs throughout the last couple of years and fixing the screen door did in fact fix our problem with the dogs getting out. Anytime the wind would blow, the door would just open; dogs hear it, they run. In the future we're hoping to get a privacy fence, trying to save up for it, but for the most part, our dogs are indoor dogs and we're trying to keep them away from the drama of all the other dogs in the neighborhood that just bark.

Serena Byargeon: So, we have priced different options of the fence because obviously we don't want Zeus on a chain at all, and for us to do a full privacy fence around our yard it's a big yard, we were quoted \$10,000; we don't have that kind of money. Our next option was to try to do risers; we've tried to come up with different ideas; risers and then add more fence to it and that option was \$1,000 versus \$10,000. Would we like a privacy fence? Absolutely, we don't want anybody seeing what's going on. As far as the dogs being out, if we let all 6 out at once, there's one of us out there with them. Usually we let out 2 maybe 3 at a time, that's it because we've had incidents where somebody gets agitated and then they fight, so the more dogs that are there the more they're gonna fight. If they're gonna be out by themselves, its 2 or 3 at a time, otherwise, we are outside with them.

Deputy Clerk Gabaldon: I have an email to read as well that came in. (Attached)

Chairman Sisney: I have a question for the City attorney

Assistant City Manager Alvarez: I might be able to help, what would be your question?

Chairman Sisney: I'm trying to put myself in the position of somebody that lives in this neighborhood; if there's all these dogs, how does anybody get any peace? And, what's the recourse if you call animal control out there, what's gonna happen? If you lived in this neighborhood and you don't want to listen to dogs barking, you gotta move out or what?

Assistant City Manager Alvarez: That's the purpose of a special use permit for anybody that's wanting more than 4 animals that they're allowed; I mean every person in that neighborhood could have 4 dogs, they'd be allowed per our municipal code. Anything in excess of 4 dogs has to come to you guys for your review and approval.

Chairman Sisney: Right, but that doesn't answer my question. What if a person was living in this neighborhood and didn't want to listen to dogs barking all the time, are they required to move?

Assistant City Manager Alvarez: Well, I guess they would call in a complaint and it would go out to an ACO...

Chairman Sisney: If they have 20 something dogs in this neighborhood, they would have to be over there constantly; there would have to be a solution...

Assistant City Manager Alvarez: Maybe code enforcement or ACO can let you know what the process or procedure is if they get a noise complaint; that would be a process that they would go through.

Tyler Knull: when we get a noise complaint for barking dogs our first question that we always ask the reporting party is, is this barking excessive, continuous and unprovoked, because with our municipal code, it states the difference between the provoked bark and unprovoked barking; if the barking is unprovoked, continuous and excessively, that's when we can start to issue disturbing the peace citations and looking into that sort of thing. If it's provoked bark, someone's driving by or walking by anything like that, anything that would provoke a normal dog to bark, that's when we really can't do anything because a dog is a dog and it's gonna bark and anything that provokes it. Anyone walking by or driving by, even if they see a neighbor across the street going into their house or maybe even another dog depending on the circumstance, that's considered a provoked bark and we really can't do much about provoked barking; if it's unprovoked barking, the dog is just sitting outside barking at a tree for instance, that's when we can start looking into disturbing the peace and we can try to come up with a solution with the dog owner.

Chairman Sisney: Would a dog barking at another dog be provoked or unprovoked?

Tyler Knull: That would be considered provoked.

Vice-Chairman Buhler: What about at night, are people allowed to leave their dogs out at night to bark and not bring them inside?

Tyler Knull: Yes ma'am, so they are allowed to leave their dogs outside, like I said, if the barking is continuous and excessive, that's when we start having issues, so we have to make the determination if the provoked or unprovoked. We try to have the RP or the complainant record after the complaint that way we can get a feel for what's going on. Even if the barking is provoked, we try to look at the time limit if the dog is barking continuously for 15 minutes at a time, we'll still go ahead and issue a citation and they would have to go through the courts and explain why this dog is barking so often and so much.

Chairman Sisney: Can you tell me what are the results of most of these complaints turns out?

Tyler Knull: So, most of them, it depends on the court. The court usually ends up a deferral on the complainant and the owner of the dog. If it's proven that this barking is excessive and continuous and not provoked, then a deferral or citation will be issued from the court and the court will go from there. Once I issue the citation, it's out of my hands and back into the court's hands.

Chairman Sisney: Has this happened?

Tyler Knull: This has happened before.

Chairman Sisney: And do you know whatever becomes of these complaints?



Tyler Knull: It's usually like I said a deferral from the court for a period of 6 months and if another complaint comes in with a period of 6 months after, the deferral from the courts and the courts will go back from there.

Chairman Sisney: Has anyone ever had to get rid of any dogs or done anything to...

Tyler Knull: Not to my knowledge.

Chairman Sisney: Does anyone else have any questions?

Vice-Chairman Buhler: Well, I think the fence thing is a big thing. Your neighbors can't go out and enjoy themselves on their porch, that's not a good thing. And if you're fostering other animals over and above what you have, that wouldn't be a good thing either. You said you foster animals too, right?

Serena Byargeon: Yes, we have for 2 years.

Vice-Chairman Buhler: Well, then you would have even more animals in your house then...What are you applying for??

Serena Byargeon: 6

Assistant City Manager Alvarez: For the multi-animal personal, yes.

Vice-Chairman Buhler: You know, I don't know that I agree with you being able to foster animals because you wouldn't have a permit for that, it would just be more animals...so that's my take on it anyways.

Member Luchini: Is this the first time that you've applied for a multi-use for the 6 dogs?

Serena Byargeon: It's because everything changed, we did have a kennel license prior that was under the umbrella of all the dogs. We've successfully fostered several dogs and gotten them off to rescues or adoptions.

Member Alicea: Have you ever had problems with those foster dogs?

Serena Byargeon: Honestly, yes, one time. In January we had an older German Shepard come in and we started noticing that she wasn't getting along with 2 of our dogs and I had been in touch with Mary, the other animal control officer, because I didn't know what to do because obviously I'm here to rescue dogs but it wasn't working out and she said you need to bring her in, she needs to be put down. She was 13. We were trying to make her last couple of years comfortable but it was getting to me too much. They were nipping at each other inside of the house. My granddaughter didn't know the situation and she helps out with the dogs a lot, and she had let the dogs out and when she let them out, one of our female dogs and the German Shepard started fighting. When they started fighting all the dogs started fighting; pack mentality. It was a very costly lesson; we lost one of my adoptees, we lost one of our own, and of course the German Shepard; they put them all down.

Assistant City Manager Alvarez: Excuse me Chairman and members of the board, if I could interrupt for a minute. Right now, we are just dealing with the multi-use, the next hearing deals with the foster portion of their application.

Chairman Sisney: I'm gonna make a motion that because you have complaints from 2 neighbors that we deny this.

Chairman Sisney made a motion to deny.

Member Luchini seconded the motion.

Roll call vote was taken:

Chris Sisney: I disapprove this application.

Susan Buhler: I don't approve of it either; if they did some other things, I might but not now.

Esther Luchini: I agree with Chris' motion to not approve the permit.

Eduardo Alicea: I think we should give them more time. I don't know their situation except for what's here on the papers and having dogs in the past and fosters and situations are not easy. I understand the situation but sometimes the situation with neighbors gets nasty. I disagree with you.

Motion carried with a 3 to 1 vote.

Serena Byargeon: Can I just say that the neighbor that has the complaint that works out in the front, they have 6 dogs themselves without any kind of permit and they just dropped another liter.

Chairman Sisney: Yah, it's a problem and this is not helping the situation.

Serena Byargeon: So, what are we supposed to do with our dogs?

Chairman Sisney: I don't know.

Assistant City Manager Alvarez: This is just their recommendation; their recommendation will go to the City Commission.

C. Public Hearing/Discussion/Action: Request for a Special Use Permit at 616 N. Caballo Rd. for the purpose of a Kennel Permit. Traci Alvarez, Assistant City Manager

Assistant City Manager Alvarez: Chairman and members of the board, same applicant is requesting a special use permit for kennel; this is for the animals that they foster. Animal control and code enforcement has gone out there to review the yard and the application. This special use permit is to allow them up to a total of 10 animals that would include their personal animals, so if they had 6 of their personal, they would be allowed 4 fosters; if they have 7 personals, they would be allowed 3 fosters. Applicant, code enforcement and animal control are here for any questions. I believe that there are no proponents or opponents on this specific permit however, the opponents from the previous permit also attach onto the kennel permitting.

Chairman Sisney: So, there are no proponents that would need to speak.

Assistant City Manager Alvarez: I think the opponents both via the email that was received as well as the one that spoke, also touched on kennel permit in their opposition.

Deputy Clerk Gabaldon: Serena is the only proponent if she wants to get up and speak.

Chairman Sisney: Do you need to get up and speak on this Serena?

Assistant City Manager Alvarez: Applicant did also submit a letter from the shelter that she does foster from as well, so she's submitted all required paperwork.

Serena Byargeon: Like I said, we've been fostering for over 2 years now and the only incident that we've had was the one German Shepard. Dogs are gonna bark when they're outside; ours are outside very little. We let them out to do a little bit of exercise and pee and they're back inside; and the reason for that is, I don't like barking, it annoys me. Back to the fosters, every foster that has come through our house, they get their 3 puppy shots and then they stay long enough to get their rabies shot and get spayed or neutered. No foster dog leaves without being spayed or neutered or fully vaccinated and while we have them, we train them the basics; sit, stay, begging, not chewing things, potty training, stuff like that. Because they're inside, we see what's going on; that's another reason that we like our dogs inside, is because we can see what's going on with them. We haven't had any issues on fostering. We have a lot of dogs in our neighborhood and they all bark and the one caddy corner from me barks incessantly but I don't call anybody. My neighbor has 3 dogs, I don't call anybody; it is what it is. It's a neighborhood full of dogs; everybody in our neighborhood has 3 or more dogs. The shelters, if you were to research, our shelters both here and outward, they're just so overwhelmed. In just the last 2 days somebody has dropped off 2 pregnant dogs that had puppies. Some of the mommas have died; they've needed to be bottle fed; everybody is just throwing away their puppies and that's exactly what's going on, they're throwing away these dogs and there's only so much room that the shelters have, there's only so much room that the rescues have...that's why we have fosters. We foster them until they're ready to either go to another rescue or to a home. And the ones that I've adapted to homes, I've kept in touch with and they're still in their homes and they're very happy.

Chairman Sisney: Thank you for your service.

Member Luchini: Are they normally adult dogs or puppy dogs; I guess it can vary all the time what you get.

Serena Byargeon: We primarily deal with puppies so that they can get training. The German Shepard was an adult and I'm traumatized by that whole situation. Like I said, I lost one of my dogs from it.

Member Luchini: So you are on a list to be referred to have the dogs, for the dogs that you foster, for the dogs to be adopted?

Serena Byargeon: Yes

Member Luchini: How do they contact you?

Serena Byargeon: So, the rescuer puts out all of the information; once in a while she'll let me do it. We had a pregnant Pitbull; we didn't know that she was pregnant. We were looking at Facebook and we saw this post and our rescue was begging for someone to come and save this dog because she was gonna be put down that day and I just took one look at her, not knowing anything about her and I said if you can get her to El Paso, that's where the rescue is, I said, I will come get her. So, we went and we got her and a couple of days later, we realized that she was pregnant, and we were like, oh ok, let's work with this. So, we read and reorganized and did everything and she had 8 puppies and we adopted out all 8 puppies except for one, we kept one and the momma, I had to advertise outside of state because there were no responses in state. She was such a good dog, like, we wanted to keep her but we know that our limit is 6. We wanted to keep her so bad but I ended up meeting with somebody from Arizona who happened to have property in Albuquerque, she came through and they hit it off great. So, sometimes I'm allowed to adopt out but primarily it's the rescue because she puts out the information and it's her responsibility that these dogs go to responsible places.

Chairman Sisney made a motion in opposition of this application.

Vice-Chairman Buhler seconded the motion.

Roll call vote was taken:

Chris Sisney: I disapprove this application.

Susan Buhler: I do too.

Esther Luchini: I disapprove also.

Eduardo Alicea: I abstain.

Motion carried with a 3 to 1 vote.

**D. Public Hearing/Discussion/Action: Request for a Special Use Permit at 103 N. Maple for the purpose of a Multi Animal Permit. Traci Alvarez, Assistant City Manager**

Assistant City Manager Alvarez: Chairman and members of the board, applicant has submitted an application for 103 N. Maple; application shows 7 dogs. Animal control and code enforcement have inspected the residence. Animal control has approved the area that the dogs are housed however; the property does have multiple code violations and was not approved by our code enforcement officer.

Code Enforcement Officer Sweeney: I was made aware about this property, I'd say probably about 2 months prior to even knowing about this application. I went over there with an officer; just given the condition, it's a safety thing. Sometimes I just take an officer because, not to say that they were, but in the past homeowners can get very angry when I'm explaining what's going on. I took an officer over there with me. We spoke to the homeowners about the various things that were going on. They have a fence and then they were building on top of that with pallets; it was huge safety issue, just given New Mexico's winds that would've blown over right into the street or somebody walking by. I explained that to them, they immediately agreed that they would take it down. They explained that the reason that they were putting it up is because they were getting in trouble with animal control for the dogs getting out. Fast Forward to this application, me and animal control go over there and although they did clean up a massively amount of stuff that was there, they were still not in compliance when it comes to code violations for what was there, so I explained to them then, we did the inspection. So how the property



sits, is it's a mobile home, so on the north side of it is where the majority of the code violations were and they were actually actively out there cleaning it when we had gone there and done the inspection. On the south side is where they were housing the animals. They had it blocked off, so when you look at the checklist and it says debris and everything else, it pertains to animals, so although the code violations were not an immediate danger to the animals, there were violations. I had to sign off and say yes they were in compliance when it comes to the debris and everything else that was there, but there were still violations. I explained to them there and at the time that we do the application, everything should be replaced. I decided to give an olive branch and say, you have 2 ½ weeks to get the property in compliance and I'll come back out and check it. When I came back out and checked it, of course it was not. I spoke to him then and he was a little frustrated. He was explaining that he didn't have the funds to take it to the dump and he was upset about it. He finally just said to just take him to court and I explained that that's not what we were there for, it was just for this. At that time, he said that he was gonna be even, I didn't realize that it was 7, but he was even gonna get rid of, I believe he said just one, so he could be in the compliance part of it, where he wasn't even gonna need one. At that time, the last time that I went, they were still not compliant; they had it pretty much all cleaned up but there was still that, so we went ahead and signed off on it. I had given the time and I'm not sure if it's compliant now. At the last time that I went, the very last time, and I think I might even had wrote the date, I'm not sure, it was still not in compliance, so I went ahead and signed off on it that we did the inspection, but that's where we left off and that's where I left off. I have not gone back by; I have not seen if it's in compliance yet, that's just where we ended.

Assistant City Manager Alvarez: Applicant is also in attendance.

Phillip Cox: Hello, I live at 103 N. Maple. As Ms. Sweeney said, yes we did have a lot of debris. I was trying to start my own business at the time and I was trying to turn a camper trailer into a work trailer; it didn't go as planned so we went ahead and we cleaned everything up. We did everything in the guidelines in which we were supposed to for our animals. In regards to the fence that I was building, when I had got in trouble with animal control the judge at the time did tell me that I had to put up a bigger fence. This is before I realized that you had to get permits and zonings and this is the first time that I've ever really had to take this course. This is the first time I've ever been in a public meeting right now, so this is all a first for me. I believe that I'm within everything I need to have my animals. We did have one pass away on us after we had gotten surgery done on her. She was 12, she was a little Chihuahua she passed; she had a tumor. We took her to Arenas Valley, we paid for two different surgeries to have her fixed and she passed so we now have our 3 big dogs and our 4 little dogs. And, our 4 little ones are inside and our 3 big ones, one of them we were told by Officer Knull here, that we could not have a chain, we had to have a run, which we did install; the dog has free room, it can run back and forth. The other 2, we have not got run-cables up yet so they are still in a kennel. The kennel has sheltering over it, there are 2 dog houses in it, there's food, there's water, it's clean. I do have 2 kids; a 5 year old and 2 year old. They do tear up the yard, we do keep it cleaned up all of the time but my kids like to destroy stuff. I believe that they have not been back by to inspect, because I'm sure they've had other things dealing with. As far as I know, I believe I'm clear on this. They are more than welcome to come out and look again if they'd like. We've been keeping up on it and we have all of our animals have been fixed, they've all got their rabies, they've all got their vaccinations, I brought that paperwork here today for proof that all of that has been taken care of.

Cathy Jones: I live next to the couple that would like to have the multi-animal permit and I'm opposed to this. I do appreciate that they have their larger dogs on a runner now. It's been quite some time, I believe that it was last summer, I came home on my lunch break, one of their dogs was in my yard. I was unable to get into my own yard because the dog was there. It was a large dog, had a vicious bark; I was afraid to get into my own home. A couple of weeks later, I was leaving to go back to work at lunchtime and one their dogs was on my porch. It was the same one that was in my yard and I was afraid to get out



of my house on that particular day. My personal opinion, I don't think that they have enough space for all the animals that they have. I have 3 dogs myself; I'm not opposed to the animals by no means. The barking is a little out of hand in the middle of the night. My dogs, they bark. We have a critter that comes across the river; numerous raccoons, so my dogs will bark when there's a critter in the yard or somebody walking by. My dogs are kept inside at night; they're crate trained. They go out mid-morning and then they come in in the evening. They would have to in my opinion, create a larger wall or ensure that they're on a runner at all times for my own safety. I do have grandkids that come to my house. Some of them are smaller, some of them are older; I'm more concerned about the younger ones that come to the house. I think that's all I have to say.

Member Luchini: The purpose of raising the fence is so that they don't get out, correct?

Cathy Jones: Correct, I actually saw them jump over the fence and come into my yard. I live directly behind them. I have seen them jump. The first time that the dog was in my yard, I called animal control to come. I don't know who the gentleman was, it wasn't this man right here. He attempted to jump the fence to come into my yard to get the dog. I had to stop him and ask him to come around and there's a cinder block wall between the north side and theirs, that one of the dogs would get out and walk across that fence on that cinder block wall and so it would jump into the yard. I've seen it, I couldn't find my pictures, I looked for the pictures that I have but I have seen it jump back and forth over the chain link fence there as well as jump on the cinder block wall in between the two other properties.

Phillip Cox: In regards to the statement that was just made about my animal going on the brick wall, I've already discussed with neighbor that is right next to me, I believe he used to work for the City as a trash man, the reason we have put the animals in the kennels is because our fence is a standard height fence and with our kennel that we have, the two that we have in the kennel, we had to put chicken wire because she can run and get a jump, so we put chicken wire over the top with a tarp to keep her from being able to get out and run the streets. Since then, none of my 3 big dogs have been out of that yard, none. So, her incidents that she talked about are probably a long while back when we first got in trouble with animal control. Since then we have done everything, and if my dogs are barking, it is because there is someone that is approaching my house that is not supposed to be there. I have rules at my house. 10 o'clock you do not come over. If my dogs are barking, it ain't because they are barking at a leaf; someone is in my yard. I didn't use to own big dogs until we had a home invasion take place; we had a miscarriage and everything. I then decided to get big dogs for my family's protection. I have done everything that I can to keep them safe. I do not have the funds or the permits to build a higher fence, that is why 2 of them are in a kennel and one of them is on the runner. The moment I have the funds to get the runs, we will let them be on the runs and get them out of that kennel.

Chairman Sisney: I hope that everyone understands that the purpose of the Planning and Zoning Committee is to make variances on the rules that have been set up by the City. The City has determined that 4 dogs is the maximum for animals. 4 animals of any combination is the maximum that someone can have at their house. So far we have not approved a single variance for dogs.

Chairman Sisney made a motion that they do not approve the multi animal permit.

Vice-Chairman Buhler seconded the motion.

Roll call vote was taken:

Chris Sisney: I disapprove this application.

Susan Buhler: I disapprove it for the City Commission.

Esther Luchini: I disapprove also.

Eduardo Alicea: I abstain.

Motion carried with a 3 to 1 vote.

**5. NEW BUSINESS:**

A. Discussion/Action: Recommendation for Re-appointment of Board Member Chris Sisney

Vice-Chairman Buhler made a motion to reappoint Chris Sisney.

Member Luchini seconded the motion.

Motion carried unanimously.

**6. REPORTS FROM THE BOARD**

Nothing to report at this time.

**7. REPORTS FROM STAFF**

Nothing to report at this time.

**8. ADJOURNMENT**

Chairman Sisney made a motion to adjourn the meeting. Member Luchini seconded the motion.

Motion carried unanimously.

**PASSED AND APPROVED ON THIS 9<sup>th</sup> DAY OF JANUARY 2023.**

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Chris Sisney,  
Planning & Zoning Commission Chairman





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: I.8*

**SUBJECT:** Approve purchase agreement pertaining to the sale of Lots 63 and 64 of the Sierra Vista Addition to the City of Truth or Consequences, New Mexico

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** January 4, 2023

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

***Summary/Background:***

City owned properties were surveyed, appraised and advertised for sale. Offer was received for the purchase of lots 63 and 64 of the Sierra Vista Addition. Offer of \$18,500 exceeds the appraised value of \$16,000 (\$8,000 per lot) but does not exceed the \$25,000 threshold requiring sale by ordinance. Therefore purchase agreement is allowed for the sale of the property with an executed quitclaim deed.

***Recommendation:***

Approve purchase agreement

***Attachments:***

- Purchase Agreement
- Survey and Appraisal available on City website under the Community Development Department or upon request

***Fiscal Impact (Finance):*** Choose an item.

[Click here to enter text.](#)

***Legal Review (City Attorney):*** Choose an item.

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☐ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 1-11-2023

## **PURCHASE AGREEMENT**

This Agreement is entered into on the \_\_\_\_ day of January 2023, by and between **THE CITY OF TRUTH OR CONSEQUENCES, a Municipal corporation (City), and WAYNE E. & KAY GOFFENA, husband and wife (Buyer).**

### **RECITALS**

A. The parties desire to enter into an Agreement whereby the City will sell, transfer and convey all of its interest in and to the Buyer the following described property located in Sierra County, New Mexico:

Lots 63 and 64 of the Sierra Vista Addition to the City of Truth or Consequences, New Mexico.

B. For the sale of real property, the City is required to follow the provisions of §3-54-1, N.M.S.A. (1978).

C. The City obtained an appraisal dated August 25, 2022 from Lee Morris of Morris Appraisal Services. The appraised value of the property was \$8,000.00 per lot for a total of \$16,000.00.

D. The parties have agreed that the City shall sell the two (2) aforesaid Lots to the Buyer for a total purchase price of \$18,500.00.

**NOW THEREFORE**, the parties agree as follows:

1. The City hereby sells, conveys and transfers all of its interest in the above-referenced realty to the Buyer for the agreed upon consideration.

2. Upon the execution of this Purchase Agreement, the Buyer shall pay to the City the sum of **EIGHTEEN THOUSAND, FIVE DOLLARS (\$18,500.00).**

3. Immediately upon receiving the purchase price, the City shall deliver to buyer an executed quitclaim deed which shall convey the aforesaid property to the buyer.

4. The buyer is purchasing the property on an "as is" basis, and is not relying upon any warrants or representations made by City, either to the condition of the premises, the status of the title, or as to its feasibility of future development. The Buyer has been encouraged to perform its own title search, and if desired, purchase its own title policy.

5. All recording fees and closing costs will be paid by Buyer.

6. Buyer shall be entitled to immediate possession of the premises after closing.

7. Attorney's Fees. If either party uses the services of any attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.

8. Entire Agreement. This contract contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Contract may be varied only by a document signed by both parties.

9. Force Majeure. Neither party shall be liable for delay or failure to perform any obligation under this Contract if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

10. Law and Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

11. Severance. If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be served, and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been agreed with the invalid illegal or unenforceable provision eliminated.

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**CITY OF TRUTH OR CONSEQUENCES- Seller**

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**WAYNE E. GOFFENA – Buyer**

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**KAY GOFFENA – Buyer**

(Acknowledgments on the following page)

\*\*\*\*\*

**ACKNOWLEDGMENTS**

STATE OF NEW MEXICO     ]

:ss.

COUNTY OF SIERRA         ]

The foregoing instrument was acknowledged before me by **WAYNE E. GOFFENA** on the \_\_\_\_ day of January 2023.

\_\_\_\_\_  
**Notary Public**

\*\*\*\*\*

**ACKNOWLEDGMENTS**

STATE OF NEW MEXICO     ]

:ss.

COUNTY OF SIERRA         ]

The foregoing instrument was acknowledged before me by **KAY GOFFENA** on the \_\_\_\_ day of January 2023.

\_\_\_\_\_  
**Notary Public**

\*\*\*\*\*

STATE OF NEW MEXICO     ]

:ss.

COUNTY OF SIERRA         ]

The foregoing instrument was acknowledged before me by \_\_\_\_\_, for the **CITY OF TRUTH OR CONSEQUENCES**, on the \_\_\_\_ day of January 2023.

\_\_\_\_\_  
**Notary Public**



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: I.9

**SUBJECT:** Approval of Purchase Requisitions Over \$20,000  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** January 11, 2023  
**SUBMITTED BY:** Mindee Holguin, CPO  
**WHO WILL PRESENT THE ITEM:** Kristie Wilson, Finance Director

**Summary/Background:**

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases More Than \$20,000)

**Recommendation:**

Approval Recommended by Finance Director

**Attachments:**

- Listing of Purchase Requisitions \$20,000 or More
- Purchase Requisitions, Procurement Documentation

**Fiscal Impact (Finance):** Yes

As Per Total on Listing of Purchase Requisitions

**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 agenda 1-11-2023

**PURCHASE REQUISITION APPROVAL****2022-23 Fiscal Year****COMMISSION MEETING 11-16-22**

| Number | Vendor Name       | Description                                    | Requested By  | Department | Total Amount  | Procurement Type |
|--------|-------------------|------------------------------------------------|---------------|------------|---------------|------------------|
| 89038  | DON CHALMERS FORD | POLICE UNIT FORD EXPLORER STATE AGREEMENT      | CHIEF TAVIZON | POLICE     | \$ 40,430.00  |                  |
| 89040  | WAC UPFITTER      | OUTFITTING NEW POLICE UNIT STATE AGREEMENT     | CHIEF TAVIZON | POLICE     | \$ 24,062.91  |                  |
| 89045  | COAST TO COAST    | METAL BUILDING FOR PARKS DEPT VEHICLES & EQUIP | SEAN BARNES   | PARKS      | \$ 28,470.75  |                  |
| 89085  | MELLOY CHEVROLET  | SENIOR CENTER VEHICLE STATE AGREEMENT          | TRACI ALVAREZ | COMM DEV   | \$ 61,322.00  |                  |
|        |                   |                                                |               |            |               |                  |
|        |                   |                                                |               |            | \$ 154,285.66 |                  |

ATTEST:

\_\_\_\_\_  
Angela Torres, Clerk-Treasurer\_\_\_\_\_  
Date\_\_\_\_\_  
Amanda Forrister, Mayor\_\_\_\_\_  
Date





# REQUISITION

**Requisition #:** 89038

**Date:** 12/13/2022

**Vendor #:** 8145

**ISSUED TO:** DON CHALMERS FORD INC.  
2500 RIO RANCHO BLVD SE  
RIO RANCHO, NM 87124-

**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 UTILITY VEHICLE 4 DOOR 4X4        |           | 36,380.00 296-2403-80810 | 36,380.00 |
| 2    | 1 SPOTLIGHT                         |           | 695.00 296-2403-80810    | 695.00    |
| 3    | 1 TOWING PACKAGE                    |           | 945.00 296-2403-80810    | 945.00    |
| 4    | 1 WINDOW TINT                       |           | 350.00 296-2403-80810    | 350.00    |
| 5    | 1 REMOTE KEYLESS ENTRY              |           | 425.00 296-2403-80810    | 425.00    |
| 6    | 1 POLICE ENGINE                     |           | 290.00 296-2403-80810    | 290.00    |
| 7    | 1 REVERSE SENSING                   |           | 395.00 296-2403-80810    | 395.00    |
| 8    | 1 UPGRADE TO EXPLORER POLICE INTERC |           | 6,550.00 296-2403-80810  | 6,550.00  |
| 9    | 1 DISCOUNT                          |           | -5,600.00 296-2403-80810 | -5,600.00 |

**PO Description:** POLICE UNIT FORD EXPLORER

**Detailed Description:**

STATE PRICE AGREEMENT-00-00000-20-00088

POLICE UNIT FORD EXPLORER, SPOTLIGHT, TOWING PACKAGE, WINDOW TINT, REMOT KEYLESS ENTRY, POLICE ENGINE, REVERSE SENSING AND DISCOUNT.

HOLD UNTIL COMMISSION MEETING 01/11/2023

**Authorized By:** \_\_\_\_\_

|                   |           |
|-------------------|-----------|
| <b>SUBTOTAL:</b>  | 40,430.00 |
| <b>TOTAL TAX:</b> | 0.00      |
| <b>SHIPPING:</b>  | 0.00      |
| <b>TOTAL</b>      | 40,430.00 |



# REQUISITION

**Requisition #:** 89040

**Date:** 12/13/2022

**Vendor #:** 8691

**ISSUED TO:** WAC UPFITTERS  
2322 CANDLERLARIA N.E.  
ALBUQUERQUE, NM 87107-

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

| ITEM | UNITS DESCRIPTION                   | PROJECT # | PRICE GL ACCOUNT NUMBER | AMOUNT   |
|------|-------------------------------------|-----------|-------------------------|----------|
| 1    | 1 SOUND OFF SIGNALI MPOWER 48"      |           | 3,146.50 296-2403-80810 | 3,146.50 |
| 2    | 1 SOUNDOFF SIGNAL MPOWER HDE        |           | 142.10 296-2403-80810   | 142.10   |
| 3    | 1 SOUND OFF SIGNAL HD               |           | 142.10 296-2403-80810   | 142.10   |
| 4    | 2 SOUNDOFF SIGNAL 4" X 2"           |           | 204.16 296-2403-80810   | 408.32   |
| 5    | 2 SOUNDOFF SIGNAL 4" X 2"           |           | 204.16 296-2403-80810   | 408.32   |
| 6    | 1 SOUNDOFF SIGNAL UNIVERSAL         |           | 96.28 296-2403-80810    | 96.28    |
| 7    | 1 SOUNDOFF SIGNAL UNIVERSAL         |           | 96.28 296-2403-80810    | 96.28    |
| 8    | 2 SOUND OFF SIGNAL TWIST LOCK       |           | 3.48 296-2403-80810     | 6.96     |
| 9    | 1 SOUNDOFF SIGNAL 4" X 2"           |           | 204.16 296-2403-80810   | 204.16   |
| 10   | 1 SOUNDOFF SIGNAL 4" X 2"           |           | 204.16 296-2403-80810   | 204.16   |
| 11   | 1 SOUNDOFF SIGNAL REAR SPOILER      |           | 46.98 296-2403-80810    | 46.98    |
| 12   | 1 SOUNDOFF SIGNAL FLASHBACK         |           | 107.30 296-2403-80810   | 107.30   |
| 13   | 1 SOUNDOFF SIGNAL 3" MPOWER         |           | 87.00 296-2403-80810    | 87.00    |
| 14   | 1 SOUNDOFF SIGNAL 3" MPOWER         |           | 87.00 296-2403-80810    | 87.00    |
| 15   | 1 SOUNDOFF SIGNAL NERGY             |           | 497.64 296-2403-80810   | 497.64   |
| 16   | 1 SOUNDOFF SIGNAL 100J5 SERIES      |           | 261.58 296-2403-80810   | 261.58   |
| 17   | 1 PUTCO METAL 360 7440 WHITE        |           | 93.00 296-2403-80810    | 93.00    |
| 18   | 1 FEDERAL SIGNAL TWO-COLOR          |           | 63.00 296-2403-80810    | 63.00    |
| 19   | 1 WESTIN PUSH BUMPER ELITE          |           | 353.45 296-2403-80810   | 353.45   |
| 20   | 1 WESTIN 2 LIGHT CHANNEL            |           | 32.86 296-2403-80810    | 32.86    |
| 21   | 1 TROY PRODUCTS 18" CONSOLE         |           | 409.50 296-2403-80810   | 409.50   |
| 22   | 1 TROY PRODUCTS DC OUTLET/USB       |           | 57.00 296-2403-80810    | 57.00    |
| 23   | 1 TROY PRODUCTS 4" FACEPLATE        |           | 33.75 296-2403-80810    | 33.75    |
| 24   | 1 TROY PRODUCTS 4" INTERNALLY MOUNT |           | 43.50 296-2403-80810    | 43.50    |
| 25   | 1 TROY PRODUCTS CONSOLE             |           | 145.50 296-2403-80810   | 145.50   |
| 26   | 2 TROY PRODUCTS HEIGHT ADJUSTMENT   |           | 22.50 296-2403-80810    | 45.00    |
| 27   | 2 MAGNETIC MIC SINGLE UNIT MIC CLIP |           | 35.00 296-2403-80810    | 70.00    |
| 28   | 1 TROY TROY PASSENGER SEAT          |           | 524.25 296-2403-80810   | 524.25   |
| 29   | 1 GAMBER JOHNSON GAMBER             |           | 846.75 296-2403-80810   | 846.75   |
| 30   | 1 TROY PRODUCTS SEDAN/UTILITY       |           | 723.00 296-2403-80810   | 723.00   |
| 31   | 1 TROY PRODUCTS 3PC KICK PANELS     |           | 148.50 296-2403-80810   | 148.50   |
| 32   | 1 TROY PRODUCTS WINDOW BARS         |           | 234.00 296-2403-80810   | 234.00   |
| 33   | 1 TROY PRODUCTS DOOR HANDLE         |           | 39.75 296-2403-80810    | 39.75    |

**PO Description:** INSTALLI EMERGENCY EQUIPMENT

**Detailed Description:**

OUTFITTING NEW POLICE UNIT  
STATEWIDE PRICE AGREEMENT # 20-00000-21-00030  
VENDOR WAC UPFITTERS LLC (AQ)  
NEED TO GO TO COMMISSION MEETING 01/11/2023

|                   |           |
|-------------------|-----------|
| <b>SUBTOTAL:</b>  | 23,725.32 |
| <b>TOTAL TAX:</b> | 337.59    |
| <b>SHIPPING:</b>  | 0.00      |
| <b>TOTAL</b>      | 24,062.91 |

**Authorized By:** \_\_\_\_\_



# REQUISITION

**Requisition #:** 89040

**Date:** 12/13/2022

**Vendor #:** 8691

**ISSUED TO:** WAC UPFITTERS  
2322 CANDLERLARIA N.E.  
ALBUQUERQUE, NM 87107-

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

| ITEM | UNITS DESCRIPTION                  | PROJECT # | PRICE    | GL ACCOUNT NUMBER | AMOUNT   |
|------|------------------------------------|-----------|----------|-------------------|----------|
| 34   | 1 TROY PRODUCTS 2020 PI UTILITY    |           | 568.50   | 296-2403-80810    | 568.50   |
| 35   | 1 TROY PRODUCTS 2020+PIU TILT      |           | 648.00   | 296-2403-80810    | 648.00   |
| 36   | 1 TROY PRODUCTS 40"W X 32"D        |           | 1,335.75 | 296-2403-80810    | 1,335.75 |
| 37   | 1 WEISER SOLUTIONS DUAL            |           | 523.50   | 296-2403-80810    | 523.50   |
| 38   | 1 VIKING 5000VHF                   |           | 2,444.85 | 296-2403-80810    | 2,444.85 |
| 39   | 1 RADIO PROGRAM RADIO              |           | 55.00    | 296-2403-80810    | 55.00    |
| 40   | 1 TESSCO TECHNOLOGIES INC.         |           | 13.09    | 296-2403-80810    | 13.09    |
| 41   | 1 TESSCO TECHNOLOGIES INC          |           | 40.41    | 296-2403-80810    | 40.41    |
| 42   | 1 KUSTOM SIGNALS RAPTOR RP-1       |           | 1,725.00 | 296-2403-80810    | 1,725.00 |
| 43   | 1 3M TRUTH OR CONSEQUENCES GRAPHIC |           | 585.00   | 296-2403-80810    | 585.00   |
| 44   | 1 911 CIRCUITS HARNESS W/ 27       |           | 956.25   | 296-2403-80810    | 956.25   |
| 45   | 1 LABOR                            |           | 4,356.00 | 296-2403-80810    | 4,693.59 |
| 46   | 1 SHOP SUPPLIES                    |           | 348.48   | 296-2403-80810    | 348.48   |
| 47   | 1 TOTAL FEES                       |           | 320.00   | 296-2403-80810    | 320.00   |

**PO Description:** INSTALL EMERGENCY EQUIPMENT

**Detailed Description:**

OUTFITTING NEW POLICE UNIT  
STATEWIDE PRICE AGREEMENT # 20-00000-21-00030  
VENDOR WAC UPFITTERS LLC (AQ)  
NEED TO GO TO COMMISSION MEETING 01/11/2023

|                   |           |
|-------------------|-----------|
| <b>SUBTOTAL:</b>  | 23,725.32 |
| <b>TOTAL TAX:</b> | 337.59    |
| <b>SHIPPING:</b>  | 0.00      |
| <b>TOTAL</b>      | 24,062.91 |

**Authorized By:** \_\_\_\_\_



# REQUISITION

**Requisition #:** 89045

**Date:** 12/14/2022

**Vendor #:** 8872

**ISSUED TO:** COAST TO COAST  
PO BOX 100  
KNOXVILLE, AR 72845-

**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 METAL STORAGE BUILDING |           | 0.00 101-1009-80805     | 28,470.75 |
| <b>PO Description:</b> METAL STORAGE BUILDING                                                                                                       |                          |           |                         |           |
| <b>Detailed Description:</b><br>METAL STORAGE BUILDING FOR PARKS DEPARTMENT TO STORE TRUCKS AND EQUIPMENT<br>PENDING COMMISSION APPROVAL 01/11/2023 |                          |           |                         |           |

**Authorized By:** \_\_\_\_\_

|                   |           |
|-------------------|-----------|
| <b>SUBTOTAL:</b>  | 28,470.75 |
| <b>TOTAL TAX:</b> | 0.00      |
| <b>SHIPPING:</b>  | 0.00      |
| <b>TOTAL</b>      | 28,470.75 |

# Coast To Coast Carports, Inc. QUOTE FORM

## AUTHORIZED DEALER

NAME: Gene Thomas

ADDRESS:

CITY: Truth Or Consequence

STATE: NM ZIP: 87901

DAY PHONE: 575-740-0129

EVENING PHONE:

EMAIL: dealerservices2@getcarports.com

CUSTOMER NAME: City Of Truth Or Consequences

ADDRESS: 505 Salmms

CITY: Truth Or Consequences

STATE: NM

ZIP: 87901

DAY PHONE: 575-740-0988

EVENING PHONE:

EMAIL:

|                                                                                                                                                                                                                                                                                                       |                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| CARPORT <input type="checkbox"/> UTILITY CARPORT <input type="checkbox"/> GARAGE <input checked="" type="checkbox"/> REG BARN <input type="checkbox"/> 40' WIDE <input type="checkbox"/> 60' WIDE <input type="checkbox"/> 80' WIDE <input type="checkbox"/> other: write in <input type="checkbox"/> |                                                                                                         |
| NON-CERTIFIED <input type="checkbox"/>                                                                                                                                                                                                                                                                | ON CEMENT <input type="checkbox"/><br>ON GROUND <input type="checkbox"/>                                |
| CERTIFIED <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                         | ON CEMENT <input type="checkbox"/><br>ON GROUND <input type="checkbox"/>                                |
| SNOW LOAD<br>20# <input type="checkbox"/> 30# <input type="checkbox"/> 40# <input checked="" type="checkbox"/> 60# <input type="checkbox"/>                                                                                                                                                           |                                                                                                         |
| REG. STYLE <input type="checkbox"/>                                                                                                                                                                                                                                                                   | 14 Ga. <input type="checkbox"/> 12 Ga. <input type="checkbox"/> WIDTH X LENGTH \$                       |
|                                                                                                                                                                                                                                                                                                       | X HEIGHT \$                                                                                             |
| A-FRAME STYLE <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                     | 14 Ga. <input checked="" type="checkbox"/> 12 Ga. <input type="checkbox"/> WIDTH 30 X LENGTH 50 \$ 9695 |
|                                                                                                                                                                                                                                                                                                       | X HEIGHT 15 \$ 4570                                                                                     |
| notes...                                                                                                                                                                                                                                                                                              | VERTICAL ROOF <input checked="" type="checkbox"/> \$                                                    |
| COLOR                                                                                                                                                                                                                                                                                                 | TOP: TRIM:                                                                                              |
| GABLE ENDS                                                                                                                                                                                                                                                                                            | COLOR: FRONT <input type="checkbox"/> BACK <input type="checkbox"/> BOTH <input type="checkbox"/> \$    |
| SIDES CLOSED                                                                                                                                                                                                                                                                                          | COLOR: ONE <input type="checkbox"/> BOTH <input checked="" type="checkbox"/> \$ 6470                    |
|                                                                                                                                                                                                                                                                                                       | VERTICAL SIDES <input checked="" type="checkbox"/> \$ Included                                          |
| CLOSED ENDS                                                                                                                                                                                                                                                                                           | COLOR: ONE <input type="checkbox"/> BOTH <input checked="" type="checkbox"/> \$ 7520                    |
|                                                                                                                                                                                                                                                                                                       | VERTICAL ENDS <input checked="" type="checkbox"/> \$ Included                                           |
| GARAGE DOORS                                                                                                                                                                                                                                                                                          | QTY: SIZE: OTHER: \$                                                                                    |
|                                                                                                                                                                                                                                                                                                       | ON FRONT <input type="checkbox"/> ON BACK <input type="checkbox"/> ON SIDE <input type="checkbox"/> \$  |
| WINDOWS                                                                                                                                                                                                                                                                                               | QTY: \$                                                                                                 |
| SKYLIGHTS                                                                                                                                                                                                                                                                                             | QTY: \$                                                                                                 |
| WALK-IN DOORS                                                                                                                                                                                                                                                                                         | QTY: 1 \$ 350                                                                                           |
| EXTRA PANELS                                                                                                                                                                                                                                                                                          | QTY: SIZE: COLOR: \$                                                                                    |
| Commercial Doors with Chain                                                                                                                                                                                                                                                                           | QTY: 2 SIZE: 14x14 On each end \$ 5990                                                                  |
| EXTRA BRACES                                                                                                                                                                                                                                                                                          | QTY: \$                                                                                                 |
| EXTRA FRAME BOWS                                                                                                                                                                                                                                                                                      | QTY: \$                                                                                                 |
| Manufacture Discount                                                                                                                                                                                                                                                                                  | QTY: ( Sale Price Before Discount \$33,495) \$ -5024.25                                                 |
| Concrete Anchor Bolts                                                                                                                                                                                                                                                                                 | QTY: \$                                                                                                 |
| Certified Anchors                                                                                                                                                                                                                                                                                     | \$                                                                                                      |
|                                                                                                                                                                                                                                                                                                       | \$                                                                                                      |
|                                                                                                                                                                                                                                                                                                       | \$                                                                                                      |
| <b>FINAL TOTAL (Before Tax) \$ 28,470.75</b>                                                                                                                                                                                                                                                          |                                                                                                         |

ELECTRICITY AVAILABLE

YES ☐ NO ☐

leave notes here...

THANKS,  
Michelle

DATE: 11/28/2022

NOTE: Quote expires after 30 days without a purchase agreement. Thank you for you interest in our product. We look forward to providing you with additional services. If you have any questions, please feel free to contact me.

# Eagle Carports



210 Airport Rd. Mt. Airy, NC 27030  
 Toll: 800.579.8589 Fax: 336.719.2091  
 Order submital to orders@eaglecarports.com

## Order Form v.12

Buld #: 1670362313276241

### AUTHORIZED DEALER

Dealer ID: d0013948-main  
 Dealer Name: Southwest Emporium  
 Phone Number: 505-859-4328  
 Order Date: 12/6/2022  
 Email: \_\_\_\_\_

### SHIP TO

Name: O.J. Hechler  
 Install Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: NM Zip Code: 87901  
 County: \_\_\_\_\_ Email: swemporium@yahoo.com  
 Cell #: 575-740-6716 Phone #: \_\_\_\_\_

| BUILDING INFO                                                                  | SIZE                          | COLOR                      | ANCHORING & RATING                                                                 |
|--------------------------------------------------------------------------------|-------------------------------|----------------------------|------------------------------------------------------------------------------------|
| ROOF STYLE: <u>Vertical Style</u>                                              | 30' X 50' X 16'               | ROOF: <u>Galvalume</u>     | INSTALLATION SURFACE: <u>Cement</u>                                                |
| BUILDING TYPE: <u>3D Builder</u>                                               | WIDTH X FRAME LENGTH X HEIGHT | SIDES/ENDS: <u>Rawhide</u> | GROUND ANCHOR: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| FRAMING GAUGE: <input type="checkbox"/> 14 GA. <input type="checkbox"/> 12 GA. |                               | TRIM: <u>Galvalume</u>     | WIND/SNOW RATING: <u>140MPH / 35PSF</u>                                            |

LOT MUST BE LEVEL, NO MORE THAN 3" OFF-LEVEL, AND CLEAR OF OBSTACLES OR UNIT MAY NOT BE INSTALLED.

EAGLE CARPORTS, INC. IS NOT RESPONSIBLE FOR STOPPING OR REPAIRING LEAKS UNDER BASE RAILS.

Customers may incur extra labor fees if additional labor is required to install unit because of un-level surfaces, or for building over obstacles. Furthermore, inability of installation due to before mentioned circumstances could result in restocking fee.

READY FOR INSTALLATION? ☐ YES ☐ NO  
 IS YOUR SURFACE LEVEL? ☐ YES ☐ NO  
 NOTE: FRAMES ARE 8" ON CENTER  
 ELECTRICITY AVAILABLE? ☐ YES ☐ NO

| DESCRIPTION                          | QTY  | UNIT PRICE | PRICE      | TOTALS                     |
|--------------------------------------|------|------------|------------|----------------------------|
| Style: Triple Wide (26' to 30' Wide) |      |            |            | SUBTOTAL                   |
| Base Price: 30'x50'                  | 1    | \$9,595.00 | \$9,595.00 |                            |
| Leg Height: 16'                      | 1    | \$3,550.00 | \$3,550.00 | TAX: <u>8.38 %</u>         |
| Sides: Fully Enclosed (Vertical)     | 2    | \$2,615.00 | \$5,230.00 |                            |
| Ends: Fully Enclosed (Vertical)      | 2    | \$2,835.00 | \$5,670.00 | PRICE                      |
| Walk-In Door - Square Window (36x80) | 1    | \$400.00   | \$400.00   |                            |
| 14'x14' Garage Door                  | 2    | \$3,000.00 | \$6,000.00 | DOWN PAYMENT <u>15.00%</u> |
| Telescopic Lull Lift Fee             | true | \$2,100.00 | \$2,100.00 |                            |
| End Garage Door Header Bar           | 2    | \$125.00   | \$250.00   | DISCOUNT IF APPLICABLE     |
|                                      |      |            |            | TOTAL DOWN PAYMENT         |
|                                      |      |            |            |                            |
|                                      |      |            |            | ADDITIONAL FEES            |
|                                      |      |            |            |                            |
|                                      |      |            |            | BALANCE DUE                |
|                                      |      |            |            |                            |
|                                      |      |            |            | CARD BALANCE DUE           |
|                                      |      |            |            | 2.60 \$769.04              |

### PURCHASER AGREEMENT (See reverse side for terms and conditions)

Eagle Carports reserves the right to correct any balance/pricing errors. Eagle Carports holds the right to repossess any buildings not paid in full upon installation. A labor charge will be added for any additional labor such as cutting posts to level carports, building over objects such as RV's & moving materials to remote locations, etc... Customer is responsible for pulling permits. Customer understands that all building frames are 1' shorter than roof lengths.

By signing this agreement, customer understands and agrees with all terms and conditions found on both the front and back of this document.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

With customer present at time of installation, customer will sign below to signify acceptance of unit as installed.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

No Cash Payments Accepted!  
 No Card Fee:  
 CO, KS, OK, & TX

### Office Use:

☐ CREDIT CARD ☐ MONEY ORDER  
☐ CASHIER'S ☐ OTHER

CHECK

Installer Signature: \_\_\_\_\_



HC 32 Box 8102  
TRUTH OR CONSEQUENCES, NM 87901  
(676) 740-2544  
License #84687 • Bonded #25087986

**Customer:**

City of Fort

12/01/2022

## ZIP

|                                                                                                                                        |  |                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------|
| <b>Payment Details</b><br><input type="radio"/> Cash<br><input type="radio"/> Check<br><input checked="" type="radio"/> <b>#VALUE!</b> |  | <b>Subtotal</b> \$53,086.00<br><b>Shipping &amp; Handling</b><br><b>Taxes</b> State 4,563.31<br><b>TOTAL</b> \$58,249.31 |
|----------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------|

### Payment Details

☐ Cash  
☐ Check  
☒

**#VALUE!**

|                     |                |
|---------------------|----------------|
| Subtotal            | \$53,086.00    |
| Shipping & Handling |                |
| Taxes               | State 4,563.31 |
| TOTAL               | \$58,249.31    |

**Thank You For Your Business**



# REQUISITION

**Requisition #:** 89085

**Date:** 12/22/2022

**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                                                                                                                                     | 2 2023 CHEVROLET TRAVERSE AWD, WHI |           | 30,286.00 304-4903-80810 | 60,572.00 |
| 2                                                                                                                                     | 2 OPTION AB - REMOTE KEYLESS ENTRY |           | 375.00 304-4903-80810    | 750.00    |
| <b>PO Description:</b> SENIOR CENTER VEHICLES                                                                                         |                                    |           |                          |           |
| <b>Detailed Description:</b><br>KEN JAMES SENIOR CENTER<br>GRANT APPROPRIATION A21F2059<br>NM STATE PRICE AGREEMENT 00-00000-20-00088 |                                    |           |                          |           |

**Authorized By:** \_\_\_\_\_

|                   |           |
|-------------------|-----------|
| <b>SUBTOTAL:</b>  | 61,322.00 |
| <b>TOTAL TAX:</b> | 0.00      |
| <b>SHIPPING:</b>  | 0.00      |
| <b>TOTAL</b>      | 61,322.00 |

**STATE OF NEW MEXICO  
AGING AND LONG-TERM SERVICES DEPARTMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this 20<sup>th</sup> day of January, 2022, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and City of Truth or Consequences, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2021, Chapter 138, Section 5, Paragraph 53, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

**WHEREAS**, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

**AGREEMENT**

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

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

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

A21F2059    \$58,413.00    APPROPRIATION REVERSION DATE: 30-JUN-2023

Laws of 2021, Chapter 138, Section 5, Paragraph 53, to purchase and equip vehicles for the Ken James senior center in Truth or Consequences in Sierra county;

The Grantee's total reimbursements shall not exceed fifty-eight thousand four hundred thirteen dollars \$58,413.00] (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, (\$0), which equals zero dollars \$58,413.00.

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

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

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

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of

---

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

a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: City of Truth or Consequences  
Name: Bruce Swingle  
Title: City Manager  
Address: 401 MacAdoo, Truth or Consequences, NM 87901  
Email: bswingle@torcnm.org  
Telephone: (575) 894-6673 ext. 321



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

Grantee: City of Truth or Consequences  
Name: Traci Burnette  
Title: Projects Coordinator  
Address: 401 MacAdoo, Truth or Consequences, NM 87901  
Email: [tburnette@torcnm.org](mailto:tburnette@torcnm.org)  
Telephone: (575) 894-6673 ext. 353

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

Department: Aging and Long-Term Services Department  
Name: Barbara J. Romero  
Title: Capital Projects Bureau Chief  
Address: 2550 Cerrillos Road Santa Fe, NM 87505  
Email: [barbara.romero@state.nm.us](mailto:barbara.romero@state.nm.us)  
Telephone: 505-365-3660

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2023, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**



**A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

**B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

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

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

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

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

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

**D. Corrective Action Plan in the Event of Suspension**

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

**ARTICLE VII. AMENDMENT**

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

**ARTICLE VIII. REPORTS**

**A. Database Reporting**

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

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

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

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

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

### **C. Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

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

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

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

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Truth or Consequences may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Truth or Consequences' decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Truth or Consequences or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Truth or Consequences or the Department."

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

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



"This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Truth or Consequences may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Truth or Consequences only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

#### **XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

#### **ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

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

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

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

**[THIS SPACE LEFT BLANK INTENTIONALLY]**

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

**GRANTEE**

  
Signature of Official with Authority to Bind Grantee

CITY OF TORO  
Entity Name

By: BRUCE SWINBLE  
(Type or Print Name)

Its: CITY MANAGER  
(Type or Print Title)

01/12/22  
Date

**AGING AND LONG-TERM SERVICES DEPARTMENT**

By: Katrina Hotaum-Lopez

Its: Cabinet Secretary or Designee

01/20/2022  
Date



| <b>EXHIBIT 1</b><br><b>ALTSD CAPITAL OUTLAY GRANT</b><br><b>MONTHLY / FINAL REPORT FORM &amp; REQUEST FOR PAYMENT</b> |                             |                              |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------|
| <b>MONTHLY REPORT</b> <input type="checkbox"/><br><small>(Due on the last day of the month.)</small>                  | <b>PROJECT TITLE:</b> _____ | <b>PAY REQUEST NO.</b> _____ |

Grantee: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Grant Expiration Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Preparer's Name & Phone Number: \_\_\_\_\_

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan: Design ☐ Bid Documents ☐ Construction/Improvements Renovation in Process ☐  
 Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other (Please specify in narrative section) ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed.)

**REQUEST FOR PAYMENT**

Grant Amount: \_\_\_\_\_  
 AIPP Amount (if applicable): \_\_\_\_\_  
 Funds Requested to Date: \_\_\_\_\_  
 Amount Requested This Payment: \_\_\_\_\_  
 Grant Balance: \_\_\_\_\_

**VENDOR INVOICE DETAIL** (Attach extra sheet if needed)

| Date of Invoice                       | Vendor Name | Amount of Invoice | Amount Applicable to This Grant |
|---------------------------------------|-------------|-------------------|---------------------------------|
|                                       |             |                   |                                 |
|                                       |             |                   |                                 |
|                                       |             |                   |                                 |
|                                       |             |                   |                                 |
|                                       |             |                   |                                 |
| <b>Amount Requested This Payment:</b> |             |                   |                                 |

**FINAL REPORT** ☐  
 Fiscal Year Expenditure Period Ending  
 (check one)  
 (Jan-Jun) ☐ (Jul-Dec) ☐  
 Fiscal Year \_\_\_\_\_

- ☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- ☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- ☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

**CERTIFICATION:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 19-1-21 through 19-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

\_\_\_\_\_  
 Grantee Fiscal Officer Signature & Printed Name

\_\_\_\_\_  
 Grantee Representative Signature & Printed Name (Prepared)

**STATE AGENCY USE ONLY**

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

ALTSD Fiscal

Date

ALTSD Capital Projects Bureau

Date

^    v    1 of 1    (circled 1)    (circled 2)    (circled 3)

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: [\_\_\_\_\_]

FROM: Grantee: [\_\_\_\_\_]

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [\_\_\_\_\_]

Grant Termination Date: [\_\_\_\_\_]

As the designated representative of the Department for Grant Agreement number [\_\_\_\_\_] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_]

The Amount of this Notice of Obligation: [\_\_\_\_\_]

The Total Amount of all Previously Issued Notices of Obligation: [\_\_\_\_\_]

The Total Amount of all Notices of Obligation to Date: [\_\_\_\_\_]

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Signature: [\_\_\_\_\_]

Date: [\_\_\_\_\_]

<sup>1</sup> Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



## **ATTACHMENT A SPECIAL CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) Attachment A is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2020 audit. The Special Conditions identified below apply to the authorized agent City of Truth or Consequences.

The City of Truth or Consequences was not required to provide documentation regarding the City of Truth or Consequences' 2020 Audit file. Therefore, the criteria to enter into this agreement have been met.



**PROJECT DESCRIPTION FORM  
SCOPE OF WORK (SOW)**

1. **Name of Grantee/ Fiscal Agent:** City of Truth or Consequences
2. **Project Title:** Ken James Senior Ctr Vehicle
3. **Grant Agreement Number:** A21F2059
4. **Background Narrative:** Recent years has seen the increased popularity and availability of mobility vehicles for seniors with mobility issues. Sometimes the mobility issues are compounded with weight issues which increase the need for higher lifting capacity wheelchair ramps and lifts on wheelchair vehicles. Sierra Joint Office on Aging has incurred increased numbers of such senior clients resulting in an increase in the number of repairs to our current vehicles specifically the ramps and lifts.
5. **Work Plan:** When the contracts are signed and finalized, we will submit to Creative Bus Sales to purchase a wheelchair vehicle containing a 1000 lbs. lift with reinforced flooring and other modifications to support the lift. Executive Director Crystal Walton will work with the City of Truth or Consequences for the purchase order to order the vehicle.

6. **Budget Detail:**

| <b>Project Cost Activities (These are only examples. Insert activities specific to the proposed project.)</b> | <b>Other Funds</b> | <b>State Funds</b> |
|---------------------------------------------------------------------------------------------------------------|--------------------|--------------------|
| Equipment                                                                                                     |                    |                    |
| Vehicle Purchase                                                                                              | 8,392.32           | \$58,413           |
| Other Costs (specify)                                                                                         |                    |                    |
| <b>Totals</b>                                                                                                 | <b>8,392.32</b>    | <b>\$58,413</b>    |
|                                                                                                               |                    |                    |

7. **Performance Measures:** After purchase order is obtained from the City or Truth or Consequences Finance Dept., order submitted and received, Executive Director will verify the vehicle is suitable to our purposes.

8. **Results Expected:** Utilization of this vehicle will assist with the transporting of larger seniors using mobility chairs or larger extra weight or electric wheelchairs. Such seniors experience difficulties finding suitable transportation large enough for their larger or motorized equipment.

9.

| <b>Time Frame/ Milestones: (These are only examples. Insert milestones specific to the proposed project.)</b> | <b>(Project the month &amp; year for each milestone)</b> |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| RFP/Quotes Secured                                                                                            | September 2021                                           |
| Bid Closing                                                                                                   | September 2021                                           |
| Bid Award to Contractor/Vendor                                                                                | September 2021                                           |
| Purchase/Install Equipment                                                                                    | September 2021                                           |
| Project Completion & Review                                                                                   | December 2021                                            |
| Submit Request for Payment Form and Supporting Documents to ALTSD/Capital Projects Bureau                     | December 2021                                            |

**10. Responsible Staff (include Project Manager and Fiscal Contact):**

Name: Crystal Walton  
Title: Executive Director, Sierra Joint Office on Aging  
Address: 36 W. 4<sup>th</sup> Ave., Truth or Consequences  
Email: cwalton@seniorcenter-sjoa.org  
Phone: 575-894-6641

Name: Traci Burnette  
Title: Projects Coordinator  
Address: 401 MacAdoo, Truth or Consequences  
Email: tburnette@torcnm.org  
Phone: 575-894-6673 ext. 353

Name: Bruce Swingle  
Title: City Manager  
Address: 401 MacAdoo, Truth or Consequences  
Email: bswingle@torcnm.org  
Phone: 575-894-6673 ext. 321

**NOTICE:** The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 15]

DATE: 9-20-2022

TO: Department Representative: Barbara Romero  
FROM: Grantee: City of Truth or Consequences  
Grantee Official Representative: Traci Alvarez

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: A21F2059  
Grant Termination Date: 6/30/2023

As the designated representative of the Department for Grant Agreement number A21F2059 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: Melloy Chevrolet  
Third Party Obligation Amount: \$61,322.00

Vendor or Contractor:   
Third Party Obligation Amount:

Vendor or Contractor:   
Third Party Obligation Amount:

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): 58,413.00  
The Amount of this Notice of Obligation: 58,413.00  
The Total Amount of all Previously Issued Notices of Obligation: 0.00  
The Total Amount of all Notices of Obligation to Date: 58,413.00

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: Adam Saavedra  
Title: Financial Coordinator  
Signature: Adam Saavedra  
Date: 12/19/22

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

SINCE 1952



# FLEET

December 7, 2022

Sierra Joint Office on Aging

New Mexico State Price Agreement: 00-00000-20-00088

Item #2 – 2023 Chevrolet Traverse AWD, White/Grey

|                                  |             |
|----------------------------------|-------------|
| Base Price                       | \$30,286.00 |
| Bluetooth                        | STD         |
| Option AB - Remote Keyless Entry | \$375.00    |
| Third Seat                       | STD         |
| Power Heated Mirrors             | STD         |
| Back up Camera                   | STD         |
| Total                            | \$30,661.00 |
| Quantity                         | x2          |
| Total for Quantity               | \$61,322.00 |

***Karen Sluga***

***Melloy Auto Group***

***Fleet/Government Sales***

***(505)866-3180***

***Melloy Chevrolet***

***377 Emilio Lopez Rd***

***Los Lunas, NM 87031***



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: I.10*

**SUBJECT:** Approval of contract with Document Solutions

**DEPARTMENT:** Finance

**DATE SUBMITTED:** January 3, 2023

**SUBMITTED BY:** Kristie Wilson, Finance Director

**WHO WILL PRESENT THE ITEM:** Kristie Wilson

***Summary/Background:***

Document Solutions is putting all copiers the City is currently leasing from Xerox on one contract and one monthly payment versus a different contract and payment for each departments machine(s).

***Recommendation:***

Approval of Contract for new copiers for each department.

***Attachments:***

- Contract for signature

***Fiscal Impact (Finance):*** Yes

Changing the lease on the copiers will amount to an approximate savings of \$7,200 per year.

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

N/A

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☐ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

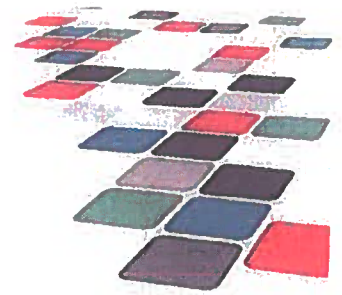
Resolution No. N/A Ordinance No. N/A

Continued To: - Referred To: -

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

File Name: CC Agendas 1-11-2023

COMMUNITY. INTEGRITY. ACCOUNTABILITY. LOYALTY. SERVICE.



## INVESTMENT PLAN

City of Truth or Consequences

12/12/2022

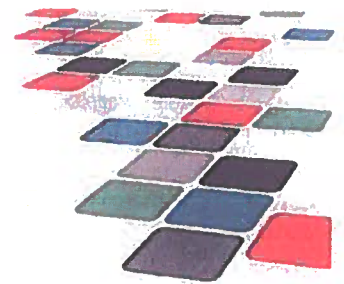
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*Confidentiality and privacy notice: These Documents and any attached schedules; lists or exhibits contain information that is, or may be, considered confidential and proprietary in nature. Please be advised you are legally prohibited from copying, distributing, or otherwise disclosing this information in any man*



## ABOUT US

**MISSION : "Building partnerships while delivering customized office technologies, specialized software applications and business service solutions."**



Document Solutions, Inc., more commonly known as "DSI" started as one of the first authorized re-manufacturing companies in New Mexico. Celebrating over 20 years of business, this family-owned business has become one of the strongest, most well-known office equipment and solutions providers in the region.

HEADQUARTERED IN ALBUQUERQUE, DSI has additional branches in Santa Fe, Las Cruces, Taos, Carlsbad and Roswell. With an expansive reach in New Mexico, DSI has the experience and capacity to support and supply anywhere in the US.

DSI is a company that streamlines work processes through print management. We analyze the current template companies have in place regarding their physical output and we have developed proactive solutions that reduce cost, down time, and increase productivity for an area of business that is most often over looked.

Our sales, service, and administration teams are strategically placed, with two locations in New Mexico to support customers statewide.

Additionally, as manufacturers' preferred dealer, we have direct support from world-class brands in the industry. We are proud to carry Konica Minolta's full range of multifunction devices. Konica Minolta holds the market share of color devices today, due to their quality output, ease of use, and reliability. We are proud to offer for your consideration, appropriately selected equipment from Konica Minolta that will meet the needs of, both today and in the years to come.

We appreciate the opportunity to respond to and welcome any questions.

Sincerely,  
Keith Houser



*DSI also offers products and product lines from a wide variety of other manufacturers such as:*



### SPECIALIZED BUSINESS SOLUTIONS

- Print Fleet Management
- Remote Monitoring & Diagnostics for Output devices
- Wide Format/Plotter Sales & Support
- Production Print & Applications
- Managed Network Services
- VoIP Sales & Support
- Document Scanning & Storing
- Security Systems & Access Control
- ECM & Workflow Solutions

**INVESTMENT PLAN FOR: City of T or C**

| Qty | Model Number | Description                                              |
|-----|--------------|----------------------------------------------------------|
| 1   | MX-6071      | 60 PPM B&W / 60 PPM Full-Color Workgroup Document System |
| 1   | MX-6071      | 1K Stacking 50-sheet Staple Finisher                     |
| 1   | MX-6071      | Fax Expansion Kit                                        |
| 1   | MX-6071      | Paper Pass Unit (required for MX-FN28/29/30/31)          |
| 1   | MX-6071      | Stand/3 x 550-sheet Paper Drawers                        |
| 10  | BP-70C36     | 36 PPM B&W / 36 PPM Full-Color Workgroup Document System |
| 10  | BP-70C36     | 1K Stacking 50-sheet Staple Finisher                     |
| 10  | BP-70C36     | Fax Expansion Kit                                        |
| 10  | BP-70C36     | Paper Pass Unit (required for BP-FN13/FN14/FN15/FN16)    |
| 10  | BP-70C36     | Stand/3 x 550-sheet Paper Drawers                        |
| 11  | MX-B467F     | 46 PPM Monochrome Multi-Function Document System         |
| 10  | MX-B467F     | 250-Sheet Tray (B467F, B467P)                            |
| 10  | MX-B467F     | Stand                                                    |
| 5   | MX-C407F     | 40 PPM Desktop Color Multi-Function Document System      |
| 5   | MX-C407F     | DSPF Copy/Print/Scan/Fax                                 |
| 5   | MX-C407F     | 550-Sheet Tray C407F, C507F, C507P)                      |
| 5   | C407F        | Stand                                                    |

**Lease Option: \$3,357.72****Lease Term: 60****BLACK COPIES INCLUDED: 30,000**

All prints after, \$0.00890000

**COLOR COPIES INCLUDED: 1,000**

All prints after, \$0.06800000



#### Maintenance:

- Covers parts, labor, consumables, drums, rollers, blades and all supplies.

Excludes: Paper & Staples



#### Service and Support:

- Service call response time within 1-2 hours and technician arrival within 2-4 hours

## History of **DSI** - DOCUMENT SOLUTIONS, INC.





4121 Prospect Ave NE, Albuquerque, NM 87110  
Phone (505) 256-9579 Fax (505) 256-9634

# Maintenance Agreement

Date 12/12/2022  
Customer #  
Representative Keith Houser

**SHIP TO**  
City of Truth or Consequences  
505 Sims Street  
Truth or Consequences, NM 87901  
Contact: 0  
Meter Contact:  
Meter Method:  
E-Mail

**BILL TO**  
City of Truth or Consequences  
505 Sims Street  
Truth or Consequences, NM 87901  
0

## Service Agreement Pricing & Allowance Details

Maintenance Type:  
Contract Length (months):  
Base Service Billed:

ITEM

B/W  
COLOR  
B/W Printer  
COLOR Printer

| Base Allowance | Base Billed | Overage | Overage Billed |
|----------------|-------------|---------|----------------|
| 30000          |             | 0.0089  |                |
| 1000           |             | 0.068   |                |
|                |             |         |                |
|                |             |         |                |

If wide-format, billing is per Square foot / Linear Foot

| Model/Accessories                                        | Product Number                                           | ID Number | B/W Start Meter | Color Start Meter |
|----------------------------------------------------------|----------------------------------------------------------|-----------|-----------------|-------------------|
| 60 PPM B&W / 60 PPM Full-Color Workgroup Document System | MX-6071                                                  |           |                 |                   |
| 1K Stacking 50-sheet Staple Finisher                     | MX-FN28                                                  |           |                 |                   |
| Fax Expansion Kit                                        | MX-FX15                                                  |           |                 |                   |
| Paper Pass Unit (required for MX-FN28/29/30/31)          | MX-RB25N                                                 |           |                 |                   |
| Stand/3 x 550-sheet Paper Drawers                        | MX-DE27N                                                 |           |                 |                   |
| 36 PPM B&W / 36 PPM Full-Color Workgroup Document System | BP-70C36                                                 |           |                 |                   |
| 1K Stacking 50-sheet Staple Finisher                     | BP-FN13                                                  |           |                 |                   |
| Fax Expansion Kit                                        | BP-FX11                                                  |           |                 |                   |
| Paper Pass Unit (required for BP-FN13/FN14/FN15/FN16)    | BP-RB10                                                  |           |                 |                   |
| Stand/3 x 550-sheet Paper Drawers                        | BP-DE14                                                  |           |                 |                   |
| 46 PPM Monochrome Multi-Function Document System         | MX-B467F                                                 |           |                 |                   |
| 250-Sheet Tray (B467F, B467P)                            | MX-CS27                                                  |           |                 |                   |
| Stand                                                    |                                                          |           |                 |                   |
| 40 PPM Desktop Color Multi-Function Document System      | MX-C407F                                                 |           |                 |                   |
| 550-Sheet Tray C407F, C507F, C507P)                      | MX-CS17                                                  |           |                 |                   |
| CARBONSIX/PRINTSNIFF                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |           |                 |                   |

TECH CONNECT

☐ Yes ☐ No

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

## CUSTOMER ACCEPTANCE

Authorized Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## DSI REPRESENTATIVE

Signature \_\_\_\_\_ Date \_\_\_\_\_



Xerox Financial Services LLC  
201 Merritt 7  
Norwalk, CT 06851

## Cost Per Image Agreement



|                                                                                                                                                                                                             |                                                                                                                             |                       |                                                        |                   |                             |       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------------|-------------------|-----------------------------|-------|
| Supplier Name-Address: DOCUMENT SOLUTIONS INC                                                                                                                                                               |                                                                                                                             |                       |                                                        |                   |                             |       |
| Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851                                                                                                                                      |                                                                                                                             |                       |                                                        | Agreement Number: |                             |       |
| CUSTOMER INFORMATION                                                                                                                                                                                        |                                                                                                                             |                       |                                                        |                   |                             |       |
| CUSTOMER                                                                                                                                                                                                    | Full Legal Name: CITY OF TRUTH OR CONSEQUENCES                                                                              |                       |                                                        |                   | Phone: (575) 952-0490       |       |
|                                                                                                                                                                                                             | Billing Address: 505 SIMS STREET                                                                                            |                       |                                                        |                   | Contact Name: BRUCE SWINGLE |       |
|                                                                                                                                                                                                             | City: T OR C                                                                                                                | State: NM             | Zip Code: 87901-2726                                   |                   | Contact Email:              |       |
| EQUIPMENT                                                                                                                                                                                                   | QTY                                                                                                                         | MODEL and DESCRIPTION | MONTHLY IMAGE ALLOWANCE*                               |                   | EXCESS IMAGE CHARGE**       |       |
|                                                                                                                                                                                                             |                                                                                                                             |                       | B&W                                                    | COLOR             | B&W                         | COLOR |
|                                                                                                                                                                                                             | 1                                                                                                                           | SHARP MX-6071         | 30000                                                  | 1000              | .0089                       | .068  |
|                                                                                                                                                                                                             | 10                                                                                                                          | SHARP BP-70C36        |                                                        |                   |                             |       |
|                                                                                                                                                                                                             | 11                                                                                                                          | SHARP B467F           |                                                        |                   |                             |       |
|                                                                                                                                                                                                             | 5                                                                                                                           | SHARP C407F           |                                                        |                   |                             |       |
| Meter Billing Frequency (Monthly unless checked): <input type="checkbox"/> (Other)                                                                                                                          |                                                                                                                             |                       | * Included in Base Payment                             |                   | ** Plus applicable taxes    |       |
| TERMS                                                                                                                                                                                                       |                                                                                                                             |                       |                                                        |                   |                             |       |
| Initial Term: 60 (in months)                                                                                                                                                                                | Base Payment (plus applicable taxes): 3357.72                                                                               |                       | Equipment Location (if different from Billing Address) |                   |                             |       |
|                                                                                                                                                                                                             | Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually |                       |                                                        |                   |                             |       |
| CUSTOMER ACCEPTANCE                                                                                                                                                                                         |                                                                                                                             |                       |                                                        |                   |                             |       |
| BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF. |                                                                                                                             |                       |                                                        |                   |                             |       |
| Authorized Signer X:                                                                                                                                                                                        |                                                                                                                             | Date:                 | Federal Tax ID # (Required):                           |                   |                             |       |
| Print Name:                                                                                                                                                                                                 |                                                                                                                             | Title:                |                                                        |                   |                             |       |
| OWNER ACCEPTANCE                                                                                                                                                                                            |                                                                                                                             |                       |                                                        |                   |                             |       |
| Accepted By: Xerox Financial Services LLC                                                                                                                                                                   |                                                                                                                             | Name and Title:       |                                                        | Date:             |                             |       |

**1. Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us," "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS; and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Base Payment multiplied by the number of days in the Interim Period. "Payment" means the Base Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, the Excess Charges (unless otherwise agreed by you, Supplier and XFS), Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment.

**2. Agreement, Payments and Late Payments.** You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

**3. Equipment and Software.** To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it and you will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

**4. Non-Cancellable Agreement.** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

**5. End of Agreement Options.** If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Purchase options shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

**6. Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.**

**7. Equipment Delivery and Maintenance.** You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical location without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

8. **Meter Readings and Annual Adjustments.** You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Commencement Date and for each successive 12 month period thereafter during the Term, XFS may increase your Base Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Base Payment therefore and you agree to pay such increased amounts.

9. **Equipment Ownership, Labeling and UCC Filing.** If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined on the first page hereof in order to secure your performance hereunder. XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's financing statement against you becomes necessary.

10. **Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned, YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOURPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

11. **Taxes.** You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's Invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Base Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all such personal property taxes. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

12. **Equipment Warranty Information and Disclaimers.** XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer thereof. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.

13. **Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

14. **Default and Remedies.** You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default; (iii) the Equipment's booked residual; and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 6 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

15. **Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section. In the event the applicable insurance carrier fails or refuses to pay any claim, YOU AGREE (i) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (ii) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (iii) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.

16. **Finance Lease and Customer Waivers.** The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

17. **Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

18. **Original and Sole Controlling Document; No Modifications Unless In Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

19. **Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

20. **Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.



Xerox Financial Services LLC  
201 Merrit 7  
Norwalk, CT 06851



## NON-APPROPRIATIONS AMENDMENT

This is an amendment, dated and effective as of \_\_\_\_\_, to that certain Agreement # \_\_\_\_\_  
("Agreement") between City of Truth or Consequences, ("Customer") and  
Xerox Financial Services LLC. All capitalized but undefined terms used in this Amendment shall have the  
meanings set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties,  
the parties agree to amend the Agreement as follows:

**Non-Appropriation.** Your obligation to remit the Payments and any other amounts due is contingent upon  
approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any  
forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally  
available to be allocated to the payment of your obligations hereunder, you may terminate the Agreement  
effective on the first day of such forthcoming fiscal period ("Termination Date") if: (a) you have used due  
diligence to exhaust all funds legally available, and (b) XFS has received written notice from you at least 30 days  
before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to  
such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for any  
Payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall  
promptly return the Equipment as set forth in the return provisions of this Agreement.

### ACKNOWLEDGED AND ACCEPTED:

Customer: City of Truth or Consequences

Authorized Signor: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Xerox Financial Services LLC

Accepted by: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: I.11*

**SUBJECT:** Closing of obsolete bank accounts

**DEPARTMENT:** Finance

**DATE SUBMITTED:** January 3, 2023

**SUBMITTED BY:** Kristie Wilson, Finance Director

**WHO WILL PRESENT THE ITEM:** Kristie Wilson

***Summary/Background:***

Closing of obsolete bank accounts.

***Recommendation:***

Approval of bank account closures.

***Attachments:***

- Bank statements

***Fiscal Impact (Finance):*** No

These accounts have a zero dollar balance and closing them will not have a financial impact.

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

N/A

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☐ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 1-11-2023

FIRST SAVINGS BANK  
5800 S WESTERN AVE  
SIOUX FALLS, SD 57108

006 00018 01  
ACCOUNT:

PAGE: 1  
30088955 11/30/2022

TELEPHONE: 575-894-7148

CITY OF T OR C  
ELECTRICAL CONSTRUCTION  
505 SIMS ST  
T OR C NM 87901

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www.firstsavingsbanks.com  
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N.O.W. ACCOUNT 30088955  
=====

| DESCRIPTION                  | DEBITS | CREDITS               | DATE     | BALANCE |
|------------------------------|--------|-----------------------|----------|---------|
| BALANCE LAST STATEMENT ..... |        |                       | 10/31/22 | .00     |
| BALANCE THIS STATEMENT ..... |        |                       | 11/30/22 | .00     |
| TOTAL CREDITS (0)            | .00    | MINIMUM BALANCE       |          | .00     |
| TOTAL DEBITS (0)             | .00    | AVG AVAILABLE BALANCE |          | .00     |

- END OF STATEMENT -

FIRST SAVINGS BANK  
5800 S WESTERN AVE  
SIOUX FALLS, SD 57108

006 00018 01  
ACCOUNT:

PAGE: 1  
30089106 11/30/2022

TELEPHONE: 575-894-7148

CITY OF T OR C  
R & R WATER  
505 SIMS ST  
T OR C NM 87901

30-0  
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www.firstsavingsbanks.com  
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N.O.W. ACCOUNT 30089106  
=====

| DESCRIPTION                  | DEBITS | CREDITS               | DATE     | BALANCE |
|------------------------------|--------|-----------------------|----------|---------|
| BALANCE LAST STATEMENT ..... |        |                       | 10/31/22 | .00     |
| BALANCE THIS STATEMENT ..... |        |                       | 11/30/22 | .00     |
| TOTAL CREDITS (0)            | .00    | MINIMUM BALANCE       |          | .00     |
| TOTAL DEBITS (0)             | .00    | AVG AVAILABLE BALANCE |          | .00     |

- END OF STATEMENT -

FIRST SAVINGS BANK  
5800 S WESTERN AVE  
SIOUX FALLS, SD 57108

006 00018 01  
ACCOUNT:

PAGE: 1  
30088904 11/30/2022

TELEPHONE: 575-894-7148

CITY OF T OR C  
TRANSFER STATION  
505 SIMS ST  
T OR C NM 87901

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=====  
www.firstsavingsbanks.com  
=====

=====  
N.O.W. ACCOUNT 30088904  
=====

| DESCRIPTION                  | DEBITS | CREDITS               | DATE     | BALANCE |
|------------------------------|--------|-----------------------|----------|---------|
| BALANCE LAST STATEMENT ..... |        |                       | 10/31/22 | .00     |
| BALANCE THIS STATEMENT ..... |        |                       | 11/30/22 | .00     |
| TOTAL CREDITS (0)            | .00    | MINIMUM BALANCE       |          | .00     |
| TOTAL DEBITS (0)             | .00    | AVG AVAILABLE BALANCE |          | .00     |

- END OF STATEMENT -



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: I.12*

**SUBJECT:** LEPF Appropriation  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** January 3, 2023  
**SUBMITTED BY:** Kristie Wilson, Finance Director  
**WHO WILL PRESENT THE ITEM:** Kristie Wilson

***Summary/Background:***

LEPF Funding for Recruitment and Retention of local law enforcement pertaining to HB68

***Recommendation:***

Approve the Appropriation HB68 for LEPF Funding

***Attachments:***

- Appropriation

***Fiscal Impact (Finance):*** Yes

Once signed, the City of T or C will receive a total of \$281,250.00 dispersed 50% the first year (\$112,500), 50% the second year (\$112,500) and 25% the third year (\$56,250) to be spent according to HB68.

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

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☐ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 1-11-2023



REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

**RECIPIENT:**

**Truth or Consequences**

**APPROPRIATION NUMBER:**

**22-ZG1016-52**

**ALLOCATION AMOUNT:**

**\$281,250.00**

**REVERSION DATE:**

**June 30, 2023**

**ALLOCATION PURPOSE**

**Two Hundred Eighty One Thousand Two Hundred Fifty Dollars and Zero Cents over three years to be utilized in accordance with the provisions of HB68. 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 \$112,500 the first year, 50% up to \$1125,00 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 by June 30, 2023; the second 50% disbursement will be made in July 2023 to be expended by June 30, 2024; and the last disbursement of 25% will be made in July 2024 to be expended by June 30, 2025. 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 Report, providing updates on expenditures for the eligible activities defined in HB68.

**CERTIFICATION**

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

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

\_\_\_\_\_  
Local Law Enforcement Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Local Governing Body Authority

\_\_\_\_\_  
Date

**APPROVAL**

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 22-ZG1016-52 in the amount of \$281,250.

\_\_\_\_\_  
Local Government Division Director

\_\_\_\_\_  
Date

Business Unit: 341

|                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------|
| <b>Narrative:</b><br>(Provide description of how remaining funds will be utilized for recruitment and/or retention.) |
|                                                                                                                      |



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

**MEETING DATE:** January 11, 2023

*Agenda Item #: I.13*

**SUBJECT:** New Position and Job Descriptions

**DEPARTMENT:** Finance

**DATE SUBMITTED:** January 3, 2023

**SUBMITTED BY:** Kristie Wilson, Finance Director

**WHO WILL PRESENT THE ITEM:** Kristie Wilson

***Summary/Background:***

Combining the CPO and the Payroll Clerk positions as well as adding a CPO Assistant.

***Recommendation:***

Approval of updated/new job descriptions as well as the new position of CPO Assistant

***Attachments:***

- Updated Job Descriptions

***Fiscal Impact (Finance):*** Yes

With the combination of the positions and the addition of the assistant position, we will be saving Approximately \$1,040 for the remainder of the fiscal year (approximately \$3.00 per hour savings)

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

N/A

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☐ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 1-11-2023

**City of Truth or Consequences  
Human Resources Office  
505 Sims Street**

**Phone: 575-740-7554 Truth or Consequences, NM 87901 Fax: 575-894-0363**

**POSITION DESCRIPTION**

**Title: Chief Procurement Officer and Payroll Specialist**  
**Department: Finance**  
**Supervisor: Finance Director**

**Class: 13**  
**Status: Classified**  
**Fulltime**

**GENERAL PURPOSE:**

Under the general direction of the Finance Director: Procures goods and services and maintains transactions and reporting records in compliance with the New Mexico Procurement Code. Maintains City payroll, payroll reporting, and payments' for payroll taxes, employee insurance, retirement, garnishments, employee time and leave. Will serve as back up to the Human Resources Department and assist with human resources payroll related documentation. Assists the Finance Director as needed and assists with the annual audit.

**SUPERVISION RECEIVED:**

This position works under the general supervision of the Finance Director and/or City Manager.

**ESSENTIAL FUNCTIONS:**

- Ensures that all purchase requisitions have the required procurement documentation prior to purchases being made such as, but not limited to, quotes, contracts, bids, proposals, and sole source documentation
- Issues purchase orders and authorizes small purchases pursuant to the Procurement Code
- Processes purchase order changes
- Maintains current and new vendor files, electronic or otherwise, with current W-9 and vendor information, including contract and procurement information
- Responsible for the control and procurement of items of tangible personal property, services or construction
- Makes determinations, including determinations regarding exemptions, pursuant to the Procurement Code
- Approves procurement pursuant to the Procurement Code
- Consults with users to develop specifications; makes recommendations regarding purchases
- Trains staff on procurement processes, procedures, and laws
- Prepares requests for bids and proposals
- Advertises and posts all correspondence for requests for bids and proposals
- Keeps a schedule for each bid or request for proposal to ensure all timelines and requirements are met
- Attends all bid and request for proposal openings and evaluations
- Educates evaluators of procurement laws and processes regarding evaluation of requests for proposals
- Maintains a log of dates to include contract expiration and request for proposal and bid cycles
- Prepares an annual schedule of dates for bid and request for proposal openings, evaluations, recommendation to the City Commissioners, and approval of contracts
- Negotiates price agreements with vendors
- Prepares and maintains all contracts, memorandums of understanding, or agreements with vendors including a list of vendor contracts, due dates, expiration dates, and method of procurement
- Issues New Mexico Combined Reporting System (CRS) Tax certificates
- Assists in preparing and submitting annual 1099 forms to vendors and the IRS
- Maintains property and liability insurance records, claims, data and annual reporting

- Prepares and verifies the bi-weekly and monthly payrolls; verifies electronic time sheets for correct hours entered, overtime, and leave and looks for any incorrect or missing entries.
- Maintains data on all employee changes in insurances and various payroll deductions; maintains vacation and sick leave records.
- Verifies employee changes in name or address, salary changes, insurances and various payroll deductions.
- Verifies and meets the deadlines for payments of all state and federal taxes, medical premiums, retirement, garnishments, etc. and ensures that all payments are made in an efficient, timely, and accurate manner.
- Accumulates, calculates, posts, balances, and reconciles data for specific accounts and payroll; checks against warrant registers; identifies, traces, and otherwise resolves discrepancies in accordance with established procedures.
- Prepares payroll documents for accounts payable checks and electronic funds transfers.
- Prepares, reconciles, and maintains bi-weekly fact sheets and rosters on employee insurance and all other deductions.
- Reconciles the general ledger and bank statements to various payroll reports and deductions; prepares monthly, quarterly and annual payroll reports, to include W-2s and the Affordable Care Act.
- Assists with data entries for general ledger accounts; and journal entries to balance and close monthly books in the general ledger, revenue and expense accounts.
- Assists with the payroll portion of the annual budget process.
- Complies with all federal and state laws and reporting requirements.
- Assists in providing reports and documentation for the annual audit, including compensated absences at fiscal year-end.
- Works with third party administrators for payroll benefits, deductions, and reconciliation.
- Applies knowledge of tax laws related to payroll, i.e. overtime, minimum wage, fringe benefits, Affordable Care Act, and family medical leave.
- Assists with Worker's Compensation benefits, leave, and pay.
- Reconciles to third party billing statements and distributes deductions for each payroll within the required time.
- Prepares and assists in year-end close out of payroll records and updating of accrual schedules on yearly basis.
- Maintains a hard copy of records for each payroll including, but not limited to, employee journal, fund distribution, deduction records, general ledger entries and summary reports.
- Assist in performing annual inventory throughout the City
- Assist in the fiscal side of grant management
- Is aware that under NMAC 13-1-199 any business or person that willfully violates the Procurement Code is guilty of:
- A misdemeanor if the transaction involves fifty thousand dollars (\$50,000) or less; or
- A fourth degree felony if the transaction involves more than fifty thousand dollars (\$50,000).

#### **GENERAL DUTIES:**

- Works cooperatively with colleagues, supervisors, employees, auditors, and the public.
- Seeks out viable solutions to problems; researches articles, publications, and other resources to find solutions.
- Maintain and complies with the City's Personnel Policies and Procedures.
- Demonstrates ethical behavior.
- Engages in self-development and attends training to maintain and enhance knowledge.
- Responds to change productively and handles other tasks as assigned.
- Maintains confidentiality on all employees.
- Answers telephone and addresses all customers in a professional and positive manner.
- Assist customers who are looking for answers or other departments as needed.
- Accepts responsibility for all actions and work.
- Maintains a neat, functional office that is inviting, professional, safe, and free of clutter.
- Able to work with multiple interruptions and multi-task.
- Work independently with minimal supervision.
- Assists with City budget preparation and annual audit preparation
- Works cooperatively with colleagues, supervisors, employees, auditors, and the public.
- Prepares annual reports as required for the annual audit
- Assists in developing processes and procedures
- Exercises caution and attention to detail, work methods and procedures when dealing with confidential information

- Composes and word processes a variety of materials including correspondence, reports, notices and purchasing and various other documents
- Maintains a regular filing system and keeps accurate records
- Performs a variety of clerical duties as needed including making copies, sending faxes and preparing mailings.
- Obtains, organizes and presents pertinent data for required reports
- Maintains a pleasant and positive public relations image through telephone and written communications, assistance to individuals on a walk-in basis, scheduling of appointments and rapport with co-workers
- Adheres to all health, safety and sanitation policies of the City and notifies the proper authorities when repairs or replacements are required in order to maintain established standards
- Regular and punctual physical attendance in the workplace
- Accepts responsibility for all actions and work.
- Able to work with multiple interruptions and multi-task.
- Work independently with minimal supervision.
- Demonstrates ethical behavior.
- Responds to change productively and handles other tasks as assigned.
- Maintains confidentiality on all employees.
- Maintains a neat, functional office that is inviting, professional, safe, and free of clutter.
- Assists in building and maintaining policies, procedures, and internal controls.
- Attends training as needed to acquire and maintain certification as Chief Procurement Officer, as well as engages in self-development and attends training to maintain and enhance knowledge.
- Provides support to other department staff and Finance Director as needed.
- Performs all other duties required by the Finance Director or the City Managers as needed.

The above information on this position description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties and responsibilities required of all employees assigned to this job.

## **MINIMUM QUALIFICATIONS:**

### **Education and Experience:**

- Must obtain certification as the Chief Procurement Officer from the State of New Mexico within six months after employment.
- Must maintain certification as the Chief Procurement Officer every two years.
- High School Diploma or GED
- Must be a self-starter and very detail oriented
- Must be able to attend work regularly with minimal disruptions in attendance
- Must be proficient in English, and grammar skills applicable to business correspondence, communications both verbal and written utilizing proper formatting, spelling and punctuation. Type with accuracy at a rate required to perform assigned duties effectively. Demonstrate resourcefulness and tact to public communications in handling routine department business and matters which are highly sensitive and confidential.

### **Knowledge, Skills and Abilities:**

- Ability to prioritize, plan and organize work.
- Ability to meet deadlines.
- Ability to communicate effectively orally and in writing.
- Ability to conduct yourself in a professional manner with coworkers and the public.



- Ability to handle confidential matters in a professional trustworthy manner.
- Knowledge of or ability to obtain knowledge of New Mexico Procurement Code, state and federal procurement laws including the ability to interpret and apply rules, regulations, and standards to city government
- Ability to work with changing priorities, regulations, and deadlines
- Ability to analyze problems, identify solutions, take appropriate action, resolve problems using independent judgment and decision-making processes, and bring issues to closure.

#### **Requirements/Certifications/License:**

1. Current New Mexico Driver's License without record of DUI, suspension or revocation in any state.
2. Must successfully pass the pre-employment drug and alcohol testing and any post-offer employment medical exam.

#### **EQUIPMENT, TOOLS, MATERIALS AND PROGRAMS:**

Ability to operate and use telephones, fax machines, copiers, personal computers, printers, calculators, computer programs to include Excel, Word, Adobe, accounting and payroll software, email, paper cutter, filing cabinets, staplers, reference books, office supplies and chemicals including correction fluids and glue, and any other office related programs or equipment.

#### **WORK ENVIRONMENT:**

- Work is performed indoors
- Normal work performed on weekdays. Some extra hours may be required.
- Subject to normal office noise levels
- Subject to odors and dusts
- Duties are performed on uneven, carpeted, flat and hard surfaces
- Duties require walking, climbing, standing and sitting
- Specific required movements include, but are not limited to, the following: (50 lbs. Max,)
  - Trunk - bend, twist, rotate, push, pull, carry.
  - Arms - reach, carry, push, pull, lift, twist, rotate.
  - Legs - twist, rotate, balance.
  - Hands - grasp, manipulate, bilateral coordination, eye and hand coordination, overall and finger dexterity.
  - Vision - Ability required is close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The work environment characteristics described above are representative of those an employee may encounter while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential job functions when notified of said disability.

#### **SELECTION GUIDELINES:**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be requested.

This Position Description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

## **Equal Opportunity Employer**

**The City of Truth or Consequences is an equal opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws. This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship. The City of Truth or Consequences makes hiring decisions based solely on qualifications, merit, and business needs at the time.**

I have read the above Written job description, I understand the demands and expectations of the position described and to the best of my knowledge believe I can perform these duties. I understand that this is a uniformed fulltime position in compliance with FLSA (Fair Labor Standards Act).

Name \_\_\_\_\_

Date \_\_\_\_\_

**City of Truth or Consequences  
Human Resources Office**

**505 Sims Street**

**PH: (575) 740-7554**

**Truth or Consequences, NM 87901**

**FAX: (575) 894-0363**

**POSITION DESCRIPTION**

**Class Title: Administrative Assistant**  
**Department: Finance**  
**Supervisor: Finance Director**

**Class: 4**  
**Status: Classified**  
**Fulltime**

**GENERAL PURPOSE:**

The Administrative Assistant is the clerical assistant to the Finance Department. The position is responsible for administrative support and related work to ensure the department functions on a day to day basis.

**SUPERVISION RECEIVED:**

This person works under the general direction of the Finance Director.

**ESSENTIAL FUNCTIONS:**

- Obtains and removes insurance for all City vehicles and equipment as needed
- Prepares annual insurance report for property and vehicles
- Maintains records of all purchases, transfers, deletions, and depreciation of fixed assets of the City, including but not limited to vehicles, major equipment, and facilities
- Analyzes all procurement transactions to ensure that any item that should be capitalized and or inventoried is accounted for
- Issues inventory tag numbers for all items over \$5,000 or all items under \$5,000 that need to be inventoried
- Visits each site and assists in performing a manual inventory of all fixed and consumable inventory
- Maintains a listing of all grants, loans, and reimbursements from.
- Assists in preparing reimbursement documentation and ensuring that all reimbursement funds are received
- Serves as back up for Human Resources including, but not limited to, taking applications, compiling employee folders, and completing and submitting reports.

**GENERAL DUTIES:**

- Works cooperatively with colleagues, supervisors, employees, auditors, and the public.
- Seeks out viable solutions to problems; researches articles, publications, and other resources to find solutions.
- Maintain and complies with the City's Personnel Policies and Procedures.
- Demonstrates ethical behavior.
- Engages in self-development and attends training to maintain and enhance knowledge.
- Responds to change productively and handles other tasks as assigned.
- Maintains confidentiality on all employees.
- Answers telephone and addresses all customers in a professional and positive manner.
- Assist customers who are looking for answers or other departments as needed.
- Accepts responsibility for all actions and work.
- Maintains a neat, functional office that is inviting, professional, safe, and free of clutter.

- Able to work with multiple interruptions and multi-task.
- Work independently with minimal supervision.
- Assists with City budget preparation and annual audit preparation
- Works cooperatively with colleagues, supervisors, employees, auditors, and the public.
- Prepares annual reports as required for the annual audit
- Assists in developing processes and procedures
- Exercises caution and attention to detail, work methods and procedures when dealing with confidential information
- Composes and word processes a variety of materials including correspondence, reports, notices and purchasing and various other documents
- Maintains a regular filing system and keeps accurate records
- Performs a variety of clerical duties as needed including making copies, sending faxes and preparing mailings
- Obtains, organizes and presents pertinent data for required reports
- Maintains a pleasant and positive public relations image through telephone and written communications, assistance to individuals on a walk-in basis, scheduling of appointments and rapport with co-workers
- Adheres to all health, safety and sanitation policies of the City and notifies the proper authorities when repairs or replacements are required in order to maintain established standards
- Regular and punctual physical attendance in the workplace
- Accepts responsibility for all actions and work.
- Able to work with multiple interruptions and multi-task.
- Work independently with minimal supervision.
- Demonstrates ethical behavior.
- Responds to change productively and handles other tasks as assigned.
- Maintains confidentiality on all employees.
- Maintains a neat, functional office that is inviting, professional, safe, and free of clutter.
- Assists in building and maintaining policies, procedures, and internal controls.
- Engages in self-development and attends training to maintain and enhance knowledge.
- Provides support to other department staff and Finance Director as needed.
- Serves as a first point of contact for those customers coming into the Finance Department.
- Performs all other duties required by the Finance Director or the City Managers as needed.

The above information on this position description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties and responsibilities required of all employees assigned to this job.

## **MINIMUM QUALIFICATIONS:**

### **Education and Experience:**

1. High School Diploma, or GED Certificate; plus any combination of college level education or administrative secretarial experience totaling two (2) years is preferred.
2. Computer training – Three (3) years of computer experience required.
3. Must be proficient in English, and grammar skills applicable to business correspondence, communications both verbal and written utilizing proper formatting, spelling and punctuation. Type with accuracy at a rate required to perform assigned duties effectively. Demonstrate resourcefulness and tact to public communications in handling routine department business and matters which are highly sensitive and confidential.

**Knowledge, Skills and Abilities:**

- Computer literate, proficiency in related software such as MS Word, Excel and data entry programs.
- Ability to answer telephones in a professional manner, take messages, direct callers and at all times maintain a professional demeanor with an emphasis on providing a high level of customer service.
- Ability to prioritize, plan and organize work.
- Ability to meet deadlines.
- Ability to communicate effectively orally and in writing.
- Ability to conduct yourself in a professional manner with coworkers and the public.
- Ability to handle confidential matters in a professional trustworthy manner.
- Ability to exercise good judgment and work in an environment with frequent interruptions and competing priorities
- Ability to multi-task and organize, prioritize, and follow multiple projects and tasks through to completion with an attention to detail and with accountability for work product
- Effective skills in planning and organization
- Demonstrate effective team member participation
- Proficiency in personal computer use, word processing, spreadsheets, and financial data entry
- Ability to perform a variety of specialized assignments requiring interpretation and analysis of work practices and procedures
- Ability to demonstrate and perform a high degree of customer service to all Stakeholders
- Ability to communicate, verbally and in writing, in order to maintain effective working relationships with staff, administrators, general public, vendors and contractors
- Ability to maintain high accuracy and attention to detail
- Ability to work independently with minimal supervision
- Ability to appropriately handle confidential matters
- Ability to perform essential job functions and job task requirements
- Ability to communicate and negotiate with vendors and contractors
- Maintains an orderly filing system of employee records; including authorization of deductions.
- Provides a listing of bi-weekly, monthly, quarterly, and annual payments and reports to the Finance Director or his or her designee.
- Serves as back up for Human Resources including, but not limited to, taking applications, compiling employee folders, and completing and submitting reports.
- Other duties as may be assigned by the Finance Director or City Manager.

**Requirements/Certifications/License:**

- Current New Mexico Driver's License without record of DUI, suspension or revocation in any state.
- Must successfully pass the pre-employment drug and alcohol testing and any post-offer employment medical exam.

**EQUIPMENT, TOOLS, MATERIALS AND PROGRAMS:**

Ability to operate and use telephones, fax machines, copiers, personal computers, printers, calculators, computer programs to include Excel, Word, Adobe, accounting and payroll software, email, paper cutter, filing cabinets, staplers, reference books, office supplies and chemicals including correction fluids and glue, and any other office related programs or equipment.

**WORK ENVIRONMENT:**

- Work is performed indoors
- Normal work performed on weekdays. Some extra hours may be required.
- Subject to normal office noise levels
- Subject to odors and dusts

- Duties are performed on uneven, carpeted, flat and hard surfaces
- Duties require walking, climbing, standing and sitting
- Specific required movements include, but are not limited to, the following: (50 lbs. Max,)
  - Trunk - bend, twist, rotate, push, pull, carry.
  - Arms - reach, carry, push, pull, lift, twist, rotate.
  - Legs - twist, rotate, balance.
  - Hands - grasp, manipulate, bilateral coordination, eye and hand coordination, overall and finger dexterity.
  - Vision - Ability required is close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

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#### **SELECTION GUIDELINES:**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be requested. This Position Description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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I have read the above Written job description, I understand the demands and expectations of the position described and to the best of my knowledge believe I can perform these duties. I understand that this is a uniformed fulltime position in compliance with FLSA (Fair Labor Standards Act).

Name \_\_\_\_\_

Date \_\_\_\_\_





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: I.14

**SUBJECT:** Approval of Amended 2023 City Holiday Schedule Memo  
**DEPARTMENT:** City Manager's Office  
**DATE SUBMITTED:** November 2, 2021  
**SUBMITTED BY:** Tammy Gardner  
**WHO WILL PRESENT THE ITEM:** Bruce Swingle, City Manager

**Summary/Background:**

Approve Revised 2023 Holiday schedule for City Offices. This revision is to reflect the change of Spring Day from April 14<sup>th</sup> to April 7<sup>th</sup>.

**Recommendation:**

Approve

**Attachments:**

- Holiday 2023 Memo-Revised
- [Click here to enter text.](#)

**Fiscal Impact (Finance):** No

[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 1-11-2023

**POST THROUGH DECEMBER 31, 2023**

**City of Truth or Consequences**  
**City Manager's Office**

**MEMORANDUM**

October 26, 2022

Revised: January 11, 2023

**TO: ALL DEPARTMENT HEADS/SUPERVISORS/MANAGERS**

**FROM:** \_\_\_\_\_  
Amanda Forrister, Mayor

**RE: HOLIDAY SCHEDULE – 2023**

The City of Truth or Consequences will observe the following legal public holidays in **2023**. Please notify your employees that City Offices will be closed these days.

|                                   |                                     |                          |
|-----------------------------------|-------------------------------------|--------------------------|
| <b>New Year's Day/Eve</b>         | <b>will be observed on Monday</b>   | <b>January 2, 2023</b>   |
| <b>Martin Luther King Jr. Day</b> | <b>will be observed on Monday</b>   | <b>January 16, 2023</b>  |
| <b>Presidents Day</b>             | <b>will be observed on Monday</b>   | <b>February 20, 2023</b> |
| <b>Spring Day – 4 Hours</b>       | <b>will be observed on Friday</b>   | <b>April 7, 2023</b>     |
| <b>Fiesta Day – 4 Hours</b>       | <b>will be observed on Friday</b>   | <b>May 5, 2023</b>       |
| <b>Memorial Day</b>               | <b>will be observed on Monday</b>   | <b>May 29, 2023</b>      |
| <b>Juneteenth</b>                 | <b>will be observed on Monday</b>   | <b>June 19, 2023</b>     |
| <b>Independence Day</b>           | <b>will be observed on Tuesday</b>  | <b>July 4, 2023</b>      |
| <b>Labor Day</b>                  | <b>will be observed on Monday</b>   | <b>September 4, 2023</b> |
| <b>Indigenous People Day</b>      | <b>will be observed on Monday</b>   | <b>October 9, 2023</b>   |
| <b>Veterans Day</b>               | <b>will be observed on Friday</b>   | <b>November 10, 2023</b> |
| <b>Thanksgiving Day</b>           | <b>will be observed on Thursday</b> | <b>November 23, 2023</b> |
| <b>Day after Thanksgiving</b>     | <b>will be observed on Friday</b>   | <b>November 24, 2023</b> |
| <b>Christmas Day</b>              | <b>will be observed on Monday</b>   | <b>December 25, 2023</b> |
| <b>New Year's Day/Eve</b>         | <b>will be observed on Monday</b>   | <b>January 1, 2024</b>   |



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: I.15*

**SUBJECT:** Approval of City of Elephant Butte Surface Lease Agreement

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** January 6, 2023

**SUBMITTED BY:** Tammy Gardner

**WHO WILL PRESENT THE ITEM:** Bruce Swingle, City Manager

***Summary/Background:***

Approval of City of Elephant Butte Surface Lease Agreement.

***Recommendation:***

Approval of lease agreement

***Attachments:***

- Surface Lease Agreement
- -

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

Click here to enter text.

***Legal Review (City Attorney):*** Yes

Click here to enter text.

***Approved For Submittal By:*** ☒ Department Director

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

***Final Approval:*** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.

Continued To: Click here to enter a date. Referred To: Click here to enter text.

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

File Name: CC agendas 1-11-2023



**City of Truth or Consequences**  
505 Sims Street  
Truth or Consequences, New Mexico 87901  
City (575) 894-6673 • Fax (575) 894-7767

January 6, 2023

City of Truth or Consequences  
Attention: **Angela Torres**  
505 Sims Street  
Truth or Consequences, New Mexico 87901

Re: City of Truth or Consequences – City of Elephant Butte Surface Lease Agreement

Dear Angela,

For the Agenda Packet, we are attaching the following:

1. Original Surface Lease Agreement draft from the City of Elephant Butte.
2. My letter dated November 14, 2022.
3. My letter dated November 29, 2022.

We are hopeful that we will have an updated Lease draft from Elephant Butte's counsel in advance of the January 11, 2023 meeting.

Very Sincerely,

A handwritten signature in black ink, appearing to read "JFR", with a long horizontal flourish extending to the right.

Jaime F. Rubin, City Attorney

JFR: sjh

Cc: Bruce Swingle

**CITY OF TRUTH OR CONSEQUENCES**

**and CITY OF ELEPHANT BUTTE**

**SURFACE LEASE AGREEMENT**

**THIS SURFACE LEASE AGREEMENT** (this "Lease") is made this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Lease Date"), by and between the CITY OF TRUTH OR CONSEQUENCES ("Lessor"), with an address at 505 Sims Street, Truth or Consequences, New Mexico \_\_\_\_\_; and the CITY OF ELEPHANT BUTTE ("Lessee"), with an address at \_\_\_\_\_, Elephant Butte, New Mexico \_\_\_\_\_. The terms "Lessor" and "Lessee" shall include the parties' respective agents, assigns and successors in interest. Lessor and Lessee may be referred to individually as a "Party" and together as the "Parties."

**RECITALS**

**WHEREAS**, Lessor owns 29.463 acres of real property ("Property") within the municipal boundaries of the City of Elephant Butte ("Elephant Butte") identified within the records of the Sierra County Assessor as Parcel Number 3-021-176-051-327, and further described in the attached Exhibit A;

**WHEREAS**, the Property has served as the driving range for the Sierra del Rio Golf Course since 2007 pursuant to the terms of a capping agreement entered into between Lessor and the Turtleback Mountain Partners, LLC;

**WHEREAS**, prior to the Property serving its current purpose, it functioned as a landfill that served both incorporated and unincorporated areas of Sierra County;

**WHEREAS**, Turtleback Mountain Partners complied with environmental requirements for capping the landfill pursuant to the authorization of the New Mexico Environment Department and was approved to use the property as a driving range;

**WHEREAS**, in 2017, Turtleback Mountain Partners conveyed its interests in the Sierra del Rio Golf Course to Lessee, including its rights to use the Property as a driving range;

**WHEREAS**, Lessee approved the assignment of the Property to the City of Elephant Butte;

**WHEREAS**, Lessee has maintained and operated the Property as a driving range since 2017;

**WHEREAS**, Lessor has complied with all environmental regulations applicable to the Property since the inception of its use as a driving range and has not received any notices from any federal or state agencies;

**WHEREAS**, the assignment to Lessee for the use of the Property as a driving range was not memorialized in writing with Lessor and the Parties now wish to do so pursuant to the following terms.

**WITNESSETH:**

### **DEMISE OF PREMISES**

Lessor does hereby let, lease, and demise to Lessee the **SURFACE ONLY** of the premises situate in the County of Sierra, State of New Mexico, described as shown on **EXHIBIT "A"** attached hereto and incorporated by reference (the "Premises"). The Premises constitute the restored surface of a closed and capped former solid waste disposal facility. Lessee's use of the Premises may include only such penetrations and subsurface disturbances and improvements as may be reasonably necessary for the Permitted Use of the Premises (as defined below), including without limitation the installation, maintenance, replacement and removal of foundations, footings, irrigation pipes and equipment, and electrical service equipment.

### **TERM OF LEASE**

The term of this Lease (the "Term") shall begin on the Lease Date and shall be ninety-nine (99) years in duration *plus*, if the Lease Date is not the first day of a calendar year, the days remaining in the year in which the Lease Date falls. The first full calendar year of the Term and each twelve-month period following consecutively throughout the Term is referred to as a "Lease Year."

### **RENT**

Lessee shall pay as rent for the Premises, without notice or demand, the sum of **SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00)** (the "Base Rent") for the first Lease Year *plus*, if the Lease Date is not the first day of a calendar year, Lessee shall also pay prorated Base Rent equal to \$20.55 for each day in the partial year beginning on the Lease Date. Base Rent shall increase by ten percent (10%) on January 1, 2028 and every five years thereafter. The first installment of Base Rent, including any prorated partial year's Base Rent, is due and payable on the Lease Date. Thereafter, the Base Rent shall be due and payable on the first day of each succeeding Lease Year.

All of the rent shall be paid by Lessee to Lessor or Lessor's order in lawful money of the United States at 505 Sims Street, Truth or Consequences, New Mexico, 87901, or at such other place as the Lessor may designate from time to time for this purpose.

### **USE OF PREMISES**

Lessee may use and occupy the Premises for the purpose of constructing, maintaining and operating a public or private golf practice facility, including such facilities and services as are typically found and offered at other golf practice facilities in New Mexico and surrounding states, and for any purposes reasonably related thereto (the "Permitted Use"). Lessee agrees not to use the



Premises for any purpose other than the Permitted Use without the express written consent of the Lessor.

Lessor's operations on the Premises shall be conducted in a manner to conform and comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations, and not in any manner that creates a nuisance.

with

### IMPROVEMENTS; PERSONAL PROPERTY

The Parties agree that all improvements (including without limitation equipment and fixtures) and all items of personal property (including without limitation trade fixtures and inventory) now existing on or attached to the surface of the Premises are the sole property of Lessee, Lessee shall have the right to place, maintain and ~~remove~~ personal property, and to erect, maintain, repair, replace and remove improvements on the Premises during the Term. Proposed improvements will be submitted to the Lessor's CITY MANAGER for review to ensure the improvements are compatible with the Permitted Use and do not extend beyond the boundaries of the Premises onto property of Lessor or third parties. For clarity, it is agreed that Lessee's improvements may extend beyond the boundaries of the Premises into neighboring property owned or leased by Lessee. All such personal property and improvements shall be the property of Lessee, but at the expiration of the Term, the improvements, if any, shall be deemed to have merged with the realty and shall become the property of the Lessor, and Lessor shall become the sole owner of any buildings and all improvements and fixtures therein and thereon, excluding, however, personal property. Lessor may, at its option, require the Lessee to remove the improvements at the cost and expense of Lessee, provided that Lessor shall send written notice of such requirement to Lessee not later than (i) the first day of the last Lease Year, or (ii) in the event of a permitted termination of the Lease by Lessor, the date of Lessor's notice of termination to Lessee, or (iii) in the event of a permitted termination of the Lease by Lessee, ten days after Lessor's receipt of Lessee's notice of a permitted termination of the Lease. If Lessee is required to remove the improvements, Lessee shall be permitted to retain exclusive possession of the Premises for such purpose after the Term, for so long as is necessary to complete such removal, not to exceed six (6) months. with removal

### CORRECTIVE ACTION PLAN; ENVIRONMENTAL LIABILITIES

Lessee agrees to provide reasonable cooperation with Lessor's performance of the activities required under that certain CORRECTIVE ACTION PLAN dated October 29, 2013, prepared by Bascor Environmental, Inc. on behalf of Lessor, Turtleback Mountain Partners and the New Mexico Environment Department ("NMED"), and all amendments and replacements thereof, including NMED interim continuance ("CAP"), provided that the CAP does not, and shall not, materially interfere with the continued operation of the Permitted Use on the Premises. Any future amendment or replacement of the CAP shall be provided to Lessee at least fifteen (15) days before submission to NMED for approval, and Lessor shall reasonably modify the proposed amendment or replacement as may be requested by Lessee to minimize negative effects on the Permitted Use. A copy of the current CAP is attached hereto as EXHIBIT "B" and made a part hereof by reference. For purposes of this

Lease, "reasonable cooperation" means only permitting occasional access to the Premises to representatives of Lessor, NMED, and their contractors for the following purposes: (i) monitoring the status of the CAP and (ii) the installation, maintenance, repair, replacement and removal of ground water monitoring equipment so long as such activities and equipment do not materially interfere with Lessor's and its customers' use of the Premises for the Permitted Use. Nothing herein shall be deemed an assumption by Lessee of any obligations of Lessor related to the CAP or the environmental condition of the Premises' subsurface, and notwithstanding any other provision of this Agreement, Lessor shall remain solely responsible and liable for all such obligations and conditions and damage to persons or property arising from such environmental condition.

### **CONDITION OF PREMISES AND REPAIR**

Lessee acknowledges that Lessee has examined the Premises prior to the execution hereof, knows the conditions thereof, and acknowledges that Lessee has received the Premises in good order and condition and that no representation or warranty as to the condition of the Premises has been made by Lessor, and, at the expiration of the term of this Lease, or any renewal or extension thereof, Lessee will yield up peaceably the Premises to Lessor in as good order and condition as when the same were entered upon by Lessee, together with any then-existing improvements and fixtures in their as-is, where is condition, with all faults.

### **UTILITIES**

Lessee shall promptly pay all utility and other charges of whatsoever kind and nature, including charges for electrical, gas, garbage, sewage, telephone and other services, which may be incurred in connection with Lessee's use of the Premises.

### **TAXES, OTHER ASSESSMENTS, AND INSURANCE**

Lessee shall pay all taxes and public assessments of general applicability levied upon the Premises, upon Lessee's alterations, additions, and improvements on the Premises, and upon Lessee's personal property located on the Premises, when the same become due and payable.

### **LIABILITY OF LESSOR**

Lessee agrees that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the Premises, and except as otherwise provided herein, Lessee shall indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the Premises. Further, Lessee agrees that Lessor shall not be liable for any damage to the Premises, or to any part thereof, or to any property or effects therein or thereon, caused by bursting, leakage, or overflowing of water from any source whatsoever. Further, Lessee shall maintain liability insurance on the Premises with minimum limits of \$2,000,000.00, or such minimum limits as required by the New Mexico Tort Claims Act, whichever is lesser, with Lessor named as an additional insured.

The amount of insurance to be maintained by Lessee shall be adjusted from time to time to amounts not less than those maintained by Lessee with respect to its neighboring golf course property.

### **ASSIGNMENT AND SUBLETTING**

Lessee may assign this Lease or sublet the Premises or any portion thereof to any party acquiring or operating the neighboring golf course property or to any affiliate or designee of the owner or operator from time to time of the golf course property. Except as permitted by the preceding sentence, neither Lessee nor Lessee's assigns or successors in interest shall assign this Lease or sublet the Premises, in whole or in part, without first obtaining the written consent of the Lessor. Lessee's assigns and successors in interest shall be liable for the full and complete performance of all the terms, conditions, covenants, and agreements accruing hereunder after the date of assignment or succession. Upon any permitted assignment of this Lease, and assumption in writing by the assignee of all of Lessee's obligations and liabilities accruing hereunder after the date of assignment and assumption, the assigning Lessee shall be automatically released from all such post-assignment obligations and liabilities. Any written consent from Lessor to assign or sub-let shall not operate as consent for further assignment or sub-letting, or as a waiver of this covenant and agreement against assignment or sub-letting. Assignees and/or sub-lessees shall be bound by all of the terms, conditions, covenants and agreements herein contained, including this covenant of assignment and sub-letting.

up  
with  
consent  
of  
Lessor

### **HOLDING OVER**

No holding over by Lessee after the expiration of this Lease, or any renewal or extension thereof, whether with or without the consent of Lessor, shall operate to extend or renew this Lease, and any such holding over shall be construed as a tenancy from month to month at a monthly rent equal to one-twelfth of the annual rental payable at the time immediately prior to when such holding over commenced, and such tenancy shall be subject to all the terms, conditions, covenants, and agreements of this Lease.

### **BANKRUPTCY AND CONDEMNATION**

If Lessee makes an assignment for the benefit of creditors or is adjudged a bankrupt, either by voluntary or involuntary proceedings, or if otherwise a receiver should be appointed by any Court of competent jurisdiction for Lessee because of any insolvency, the occurrence of any such event shall be deemed a breach of this Lease, and, in such event, Lessor shall have the option to forthwith terminate this Lease and to re-enter the Premises and take possession thereof, whereupon Lessee shall quit and surrender peaceably the Premises to Lessor. Further, Lessee agrees that in the event the Premises, or any part thereof are taken, or are damaged consequentially or otherwise such that the continued operation of the Permitted Use is made impractical, in Lessee's sole opinion, or are condemned by public authority, this Lease shall terminate, as to the part so taken or so damaged, or as to the entire Premises if no further operation of the Permitted use is practical, in Lessee's sole opinion, as of the date title vests in the said public authority. If this Lease so terminates with respect to only a part of the Premises, the Base Rent shall be adjusted so that Lessee shall be required to pay for the remainder of the Term only a portion of the Base Rent calculated as the proportion that the Premises remaining after the taking, damaging, or condemnation bears to the whole of the Premises before the taking, damaging, or condemnation. Each of the Parties shall be entitled to assert its own

claims for any damages and payments resulting from the said taking, damaging, or condemnation of the Premises.

### **LESSOR'S RIGHT OF INSPECTION**

Lessor reserves, and shall at all reasonable times, have the right to enter the Premises and inspect the same. However, such inspections shall not disrupt Lessee's operations.

### **TERMINATION**

Lessee may terminate this Lease as of the end of any Lease Year upon not less than five (5) days' prior notice. Either Party may terminate upon a material breach by the other Party of any of the provisions contained in this Lease, provided that a Party desiring to terminate this Lease for a material breach shall deliver written notice to the other Party not less than thirty (30) days prior to the proposed termination date, notifying the breaching Party of the intent and cause for termination of the Lease, and provided further that if the specified material breach is cured by the breaching Party within such thirty (30) days, or if the cure is commenced within such thirty (30) days and thereafter completed within a commercially reasonable time, the Lease shall not terminate.

### **FAILURE TO TERMINATE**

The failure, neglect, or omission of Lessor or Lessee to terminate this Lease for any one or more breaches of any of the covenants hereof, shall not be deemed a consent by Lessor or Lessee to such breach and shall not stop, bar, or prevent Lessor or Lessee from thereafter terminating this Lease, after notice and opportunity to cure as provided above, either for such violations, or for prior or subsequent violation of any covenant hereof.

### **PURCHASE OPTION**

Option to Purchase. At any time when there is no material breach by Lessee under this Agreement that remains uncured after notice thereof from Lessor, Lessee shall have, and Lessor hereby grants to Lessee, the exclusive right and option to purchase ("Option to Purchase") the Premises. This Option to Purchase shall be exercisable only by Lessee giving written notice of exercise to Lessor ("OTP Notice"). The OTP Notice shall state that Lessee has elected to proceed to closing of the purchase and sale of the Premises ("Closing") and specify the proposed date of Closing ("Closing Date"), which shall be the last day of a month and not less than ninety (90) nor more than one hundred eighty (180) days after the date of the OTP Notice. The OTP Notice shall be accompanied by an appraisal of the fair market value Premises (the "Appraisal") in "as is" condition and as encumbered by this Lease. The Appraisal shall satisfy NMSA 1978, 3-54-1(B), or any other law, if and as applicable. The Purchase Price for the Premises shall be the fair market value of the Premises, in "as is" condition and as encumbered by this Lease, as stated in the Appraisal (the "Purchase Price"). After receiving the OTP Notice, Lessor shall promptly take all necessary actions under NMSA 1978, 3-54-1 (D), or any other law, if and as applicable.

*John  
Chase  
2/2/18*

Title and Survey. Lessee, at its election, may obtain a current commitment for title insurance covering the Premises (the "Title Commitment") and/or a survey of the Premises (the "Survey") before or after sending the OTP Notice to Lessor. If the Title Commitment or the Survey reflects any

matter adversely affecting title to the Premises that does not exist on the date of this Lease, the Lessor shall take such action as is necessary to cure, remove, or delete all such non-permitted matters prior to the Closing Date. The cost of any title commitment, title insurance or Survey desired by Lessee shall be paid by Lessee.

Obligations at Closing. Closing of the purchase and sale under the Option to Purchase ("Closing") shall occur at a title company chosen by Lessee doing business in or near Sierra County, New Mexico. At Closing:

(a) Lessor shall execute and deliver into the closing escrow, to be released to Lessee at Closing:

(i) A Special Warranty Deed, in form and substance reasonably satisfactory to Lessee and the title company, conveying to Lessee fee simple title to the Premises subject only to the exceptions set forth in the title commitment (excluding matters Lessor is required to cure, remove or delete, as provided above) (the "Deed");

(ii) A Quitclaim Bill of Sale and Assignment in form and substance reasonably acceptable to Lessee quitclaiming to Lessee any improvements and personal property on the Premises;

(iii) An Owner's Affidavit in the form reasonably required by the title company;

(iv) A Non-Foreign Affidavit;

(v) A Settlement Statement prepared by the title company; and

(vi) Any other documents reasonably requested by the title company or Lessee.

(b) Lessee shall execute and deliver into escrow:

(i) The Closing Statement; and

(ii) Any other documents reasonably requested by the title company or Lessor.

Payment of Purchase Price. The Purchase Price shall be payable to Lessor through the Closing escrow, in cash or other immediately available funds at Closing, or as may be agreed by the Parties.

Closing Costs/Prorations. Costs of Closing shall be allocated between Lessor and Lessee as of the date of Closing as follows:

Lessee shall pay:

(i) Charges for any Survey, owner's title policy and related charges;

(ii) One-half of any escrow fees or similar charges;

(iii) Costs of recording the Deed; and

- (iv) Costs of obtaining any other items required to be delivered by Lessee at closing.

Lessor shall pay:

- (i) One-half of any escrow fees or similar charges; and
- (ii) Costs of obtaining any other items required to be delivered by Lessor at Closing.

Except as otherwise provided herein, all Rent and any expenses of the Premises borne by Lessor during the Term shall be prorated between the Parties at Closing, and each Party shall pay for its share of transaction costs at Closing as is normally paid by a seller or purchaser, respectively, in a transaction of this character in Sierra County, New Mexico. Lessee and Lessor shall each be responsible for its own attorneys' fees and costs related to the exercise and performance of the Option to Purchase and the Closing.

Remedies. If either Party defaults in the performance of its obligations related to the Option to Purchase, which default is not cured within fifteen (15) days after written notice of the default is sent by the other Party to the defaulting Party, the other Party shall have all rights and remedies available at law or in equity with respect to the provisions of this Agreement pertaining to the Option to Purchase, including but not limited to rights of specific performance.

#### **BINDING ON ASSIGNS, AND SUCCESSORS IN INTEREST**

The covenants and agreements herein contained shall extend to and be binding upon the assigns and successors in interest of the Parties.

#### **BRIBES, GRATUITIES AND KICKBACKS**

The Parties understand that it is illegal in the State of New Mexico for any public employee to solicit or accept anything of value with regard to award of this Lease or for any person to offer or pay anything of value to any such public employee. [NMSA §§30-211 through 30-24-2 (1978)].

#### **EQUAL EMPLOYMENT OPPORTUNITY**

Lessee covenants and agrees to comply with all applicable laws prohibiting discrimination against any applicant for employment, or employee, because of race, creed, sex, color, or national origin, or other protected status.

#### **INTEREST OF MEMBERS OF THE LESSOR GOVERNING BODY**

No member of the Governing Body of the Lessor, the CITY OF TRUTH OR CONSEQUENCES, and no other officer, employee or agent of the Lessor who exercises any function or responsibility in carrying out this Lease shall have any personal or financial interest, direct or indirect, in this Lease. Lessee and Lessor shall take appropriate steps to assure compliance with this provision.

#### **AMENDMENTS**



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

**NOTICES**

For purposes of giving written notices under this Lease, the addresses stated in the preamble, above, will control, unless a Party gives notice in writing of a change of its address to the other Party.

**THIS LEASE AGREEMENT EMBODIES ALL AGREEMENTS  
BETWEEN THE PARTIES**

This Lease incorporates all of the agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Lease Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Lease. All claims between the Parties relating to Lessee's and its predecessors' use of the Premises prior to the Effective Date are merged herein.

**LEASE NOT TO BE RECORDED;  
MEMORANDUM OF LEASE**

This Lease shall not be recorded. At the request of either Party, the Parties shall prepare, execute, acknowledge and record a Memorandum of this Lease in compliance with New Mexico law.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first above written.

**LESSOR:**

City of Truth or Consequences

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW MEXICO     )  
                                                      ) ss  
COUNTY OF SIERRA         )

This record was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
as Mayor of TRUTH OR CONSEQUENCES, a New Mexico Municipality.

**Notary Public**

**LESSEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Title:** \_\_\_\_\_

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

This record was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
as Mayor of the CITY OF ELEPHANT BUTTE, a New Mexico Municipality.

**Notary Public**

My commission expires: \_\_\_\_\_

**EXHIBIT "A"**

**(Legal Description of the Premises)**

**EXHIBIT "B"**

(Current Corrective Action Plan - Attached)



## City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

November 14, 2022

Mynatt Martinez Springer P.C.

Attn: Ben Young

bjy@mmslawpc.com

VIA E-MAIL

Dear Mr. Young,

Thank you for your e-mail of November 8, 2022 which included the Surface Lease Agreement.

I have conferred with the City and here are my concerns:

A. Your first WHEREAS recited 29.463 acres. We had understood that the driving range only consisted of approximately 13.7 acres. In a similar vein, please provide us with the legal description contemplated by Exhibit A.

B. We cannot agree to the terms of your Improvements: Personal Property paragraph. The City does have numerous fixtures on the property including monitoring well and fencing. These fixtures must remain City property at all time. Further, the City will need unlimited, unimpeded access to our assets at all times. This is necessary so that these assets can be protected. It must be understood that the property is a monitoring site and the driving range operations are secondary. In this regard, we would need to ensure that the Lessee takes no action to impede our ability to protect the assets. For example, the wells cannot be driven over, and the use of fertilizer must be restrictive such that they do not impair the monitor readings. Therefore, the use of fertilizers or other active agents must be approved by the City and the NMED.

C. Corrective Action Plan: For the reasons stated above, the Corrective Action Plan paragraph must state that the CAP must be strictly adhered to.

D. Assignment: The Lease should only be assigned upon the express written consent of the City.

E. Termination: Either party should have the right to terminate the agreement at any time without cause.

F. At this time, we cannot agree to the Lessee's option to purchase.

G. Inspection: For the reasons stated above, the City has the universal and unimpeded right to inspect the premises. This is partly because the City could be subject to the State's right to inspect the premises on short notice.



## **City of Truth or Consequences**

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

Thank you for your consideration.

Very Sincerely,

Jaime F. Rubin, City Attorney

[jrubin@zianet.com](mailto:jrubin@zianet.com)

JFR: sjh

Enclosure

Cc: Bruce Swingle

Andy Alvarez

Traci Alvarez





## City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

November 29, 2022

Mynatt Martinez Springer P.C.

**Attn: Ben Young**

[bjy@mmslawpc.com](mailto:bjy@mmslawpc.com)

**VIA E-MAIL**

Dear Mr. Young,

I recently had a conversation with the City Manager, and he mentioned two (2) changes that he'd like to implement with respect to my November 14, 2022 letter to you, namely:

D. As long as it is understood that the lessee and its assignees are using the property as a driving range, the lease can be assigned without the express written consent of the City. However, if the contemplated use is for some other purpose, written consent would be required.

E. The City is willing to limit its right of termination to cause only. However, such cause can include regulatory considerations.

Very Sincerely,

A handwritten signature in black ink, appearing to read "J. Rubin".

Jaime F. Rubin, City Attorney

[jrubin@zianet.com](mailto:jrubin@zianet.com)

JFR: sjh

Enclosure

Cc: Bruce Swingle

Andy Alvarez

Traci Alvarez



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: I.16

**SUBJECT:** TowerPoint Cell Lease Agreement  
**DEPARTMENT:** City Manager's Office  
**DATE SUBMITTED:** January 6, 2023  
**SUBMITTED BY:** Tammy Gardner  
**WHO WILL PRESENT THE ITEM:** Bruce Swingle, City Manager

**Summary/Background:**

The Governing Body is asked to commit to long-term leases (99 years) for the Pershing Street Tower, Kopra Street Tower, Ballfield Tower, Tank Hill Tower, Tank Hill Tower "Tank".

**Recommendation:**

Vote to commit to long term leases for property.

**Attachments:**

- List of Estimated Pricing
- Example Easement Agreement

**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 1-11-2023

**Amanda Forrister**  
**Mayor**

**Rolf Hechler**  
**Mayor Pro-Tem**

**Merry Jo Fahl**  
**Commissioner**



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

**Destiny Mitchell**  
**Commissioner**

**Shelly Harrelson**  
**Commissioner**

**Bruce Swingle**  
**City Manager**

The Governing Body is asked to commitment to long-term leases (99 years) for the following towers:

|                        | <u>Estimated<br/>Pricing</u> |
|------------------------|------------------------------|
| Pershing Street Tower  | \$480,000                    |
| Kopra Street Tower     | \$300,000                    |
| Ballfield Tower        | \$175,000                    |
| Tank Hill Tower        | \$80,000                     |
| Tank Hill Tower "Tank" | \$80,000                     |

Documents to follow Title Searches include Easement Agreements for each tower and a Lease Ordinance.

Record and Return to:  
Joseph Mangus  
TitleVest Agency, LLC  
110 E. 42<sup>nd</sup> Street, 10<sup>th</sup> Floor  
New York, NY 10017  
TitleVest Title No.: \_\_\_\_\_

Prepared by:  
TPA V, LLC  
1170 Peachtree Street, Suite 1650  
Atlanta, GA 30309

EXAMPLE  
DRAFT

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## EASEMENT AGREEMENT

This telecommunication easement and lease assignment agreement ("Agreement") is made and shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between \_\_\_\_\_ ("Grantor") and TPA V, LLC, a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at \_\_\_\_\_, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor and \_\_\_\_\_ (the "Telecom Tenant") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Lease").
- 2. Grant of Easement.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("Purchase Price"), Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive easement, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively "Easement" as further described in Exhibit C). Grantor shall permit Grantee, Easement Tenant(s), and any of their affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors and/or assigns together with any of the employees, contractors, consultants, and or agents of the foregoing to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment ("Equipment") for the facilitation of telecommunications and other related uses, including, but not limited to, any uses permitted by the Telecom Tenant Lease ("Permitted Use"). Grantor represents that there is no pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.
- 3. Term.** Commencing on the Effective Date, the term of this Agreement and the Easement shall be for a perpetual term (the "Term"). Upon notice to Grantor as provided herein, Grantee may surrender the Easement to Grantor and execute such documents reasonably required to terminate the Agreement and

the Easement. Grantor may not unilaterally terminate the Agreement or Easement, but if the Easement is not used for the Permitted Use for a period of five (5) years the Easement shall be deemed abandoned and shall terminate upon Grantor's notice of such default to Grantee as provided herein. **Sections 11 and 12** shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.

- 4. Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If Telecom Tenant is obligated under the Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Lease which relate to the use, ownership, and maintenance of the Parent Property so that Grantee may fulfill all the obligations under the Telecom Tenant Lease without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor shall not maintain the equipment or installations of any Easement Tenant (hereinafter defined), but shall be responsible and liable for the maintenance of the Water Tower (hereinafter defined) in compliance with any and all applicable laws, statutes, rules and regulations, including but not limited to, those rules and regulations, promulgated by the FCC and FAA regarding painting, marking and lighting of the Water Tower. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and **no party has requested or discussed a modification or termination of the Telecom Tenant Lease.** If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Easement to a replacement telecommunications tenant ("**Replacement Telecom Tenant**") on terms consistent with the Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Easement rather than locating on other portions of the Parent Property ("**Replacement Telecom Tenant Lease**").
- 5. Rent Sharing.** When a new telecommunications tenant ("**Rent Share Tenant**"), other than a Replacement Telecom Tenant, executes a lease for space within the Easement outside the Telecom Tenant or Replacement Telecom Tenant lease premises and commences rent payment, Grantee will collect such rent with Grantee retaining \_\_\_\_\_ percent (\_\_\_ %) of the rent collected and Grantee remitting \_\_\_\_\_ percent (\_\_\_ %) of the rent collected to Grantor. Notwithstanding the foregoing, Grantee shall be entitled to collect and retain rent from all telecommunications tenants within the Easement in an amount equal to the rent scheduled in the existing Telecom Tenant Lease and any Replacement Telecom Tenant Lease, including scheduled escalators ("**Minimum Scheduled Rent**"). Should the rent collected equal an amount less than the Minimum Scheduled Rent, such deficit ("**Minimum Scheduled Rent Deficit**") shall accrue and shall be applied against any and all future rents collected within the Easement, until collected rent payments fully offset the total Minimum Scheduled Rent Deficit. Grantee is permitted and authorized to enter into leases with Rent Share Tenants subject to the requirements for leasing to Replacement Telecom Tenants as set forth in **Section 4**.
- 6. Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee, Telecom Tenant, Rent Share Tenant and/or Replacement Telecom Tenant (collectively, "**Easement Tenants**") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's

attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf in connection with the Permitted Use. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Easement Tenants. Grantor shall not interfere with any construction in the Easement so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Easement in a way which materially interferes with the operations of the Easement Tenants who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Easement Tenants to use or lease space in direct competition with the Easement.

7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder.
8. **Taxes and Other Obligations.** All taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.
9. **Insurance.** During the Term, Easement Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Parent Property or as required under the Telecom Tenant Lease.
10. **Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Easement shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the Term, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Easement Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.
11. **Mutual General Indemnification.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

**12. Environmental Representations and Indemnification.**



- a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Easement in violation of any applicable federal, state or local environmental laws.
- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

### **13. Dispute Resolution and Notice.**

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to Grantee by a breach or default by Grantor hereunder, and Grantor waives the posting of a bond. Damages as against Grantee shall be limited to the amount of consideration received by Grantor under this Agreement, following any insurance settlement which may have effect. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Neither party shall be liable to the other for consequential, indirect, speculative or punitive damages.
- b. The non-defaulting party shall provide written notice of a default under this Agreement or under an Easement Tenants' lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default. Grantee shall have thirty (30) days to commence cure of the default.
- c. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this Section. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

#### **14. Miscellaneous.**

- a. The terms and conditions of the existing Telecom Tenant Lease shall govern over any conflicting term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Grantor and Grantee acknowledge that this Agreement is subject and subordinate to the Telecom Tenant Lease.
- b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Easement is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term.
- c. Casualty and Condemnation. In the event of any casualty or condemnation of the Easement in whole or in part, Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Easement.
- d. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- e. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- f. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

*[Signature pages and exhibits follow.]*

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR:

\_\_\_\_\_

Grantor Notice Address:

STATE OF \_\_\_\_\_  
COUNTY \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ \_\_\_\_\_ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ of \_\_\_\_\_.

{affix notary seal or stamp}

\_\_\_\_\_  
Notary Public  
My Commission Expires:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TPA V, LLC, a Delaware limited liability company

\_\_\_\_\_  
Jesse M. Wellner, Chief Executive Officer

Grantee Notice Address:

TPA V, LLC  
1170 Peachtree Street, Suite 1650  
Atlanta, GA 30309  
Attn: Chief Executive Officer

*With a copy to:*

TPA V, LLC  
1170 Peachtree Street, Suite 1650  
Atlanta, GA 30309  
Attn: General Counsel

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ \_\_\_\_\_ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TPA V, LLC.

{affix notary seal or stamp}

\_\_\_\_\_  
Notary Public  
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PARENT PROPERTY

*[Insert property legal description.]*

EXHIBIT B

TELECOM TENANT LEASE

*[Insert Telecom Tenant lease citation.]*



EXHIBIT C

EASEMENT AREA DESCRIPTION

*[Insert Easement area description.]*



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: I.17*

**SUBJECT:** Liquid Waste Dumping Agreement with Talon Septic

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** January 6, 2023

**SUBMITTED BY:** Tammy Gardner

**WHO WILL PRESENT THE ITEM:** Bruce Swingle, City Manager

***Summary/Background:***

This is for an agreement with Talon Septic for the disposal of liquid waste at the City Liquid Waste Treatment Facility located at 1595 Animal Shelter Rd.

***Recommendation:***

Approval of Agreement.

***Attachments:***

- Agreement
- -

***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 1-11-2023

## **LIQUID WASTE DUMPING AGREEMENT**

This **Agreement** is entered into by and between The **City of Truth or Consequences** (“City”), and **Talon Septic, LLC** (“Talon”).

1. The City of Truth or Consequences agrees to provide the rights to Talon Septic LLC for the purpose of dumping liquid waste at the City of Truth or Consequences Liquid Waste Treatment Facility located at 1595 Animal Shelter Rd. Truth or Consequences, NM 87901.

2. The City of Truth or Consequences agrees to accept liquid waste from Talon Septic, LLC. The liquid waste shall not contain grease traps. All waste received will be billed at 0.7 cents per gallon and in 1,000-gallon increments. However, this rate will be adjusted on an annual basis, taking into account other factors such as inflation in the economy, fair market value and City Ordinance increase.

3. Talon Septic, LLC agrees to comply with all City Wastewater ordinances and regulations, including Section 14-112 Wastewater discharges and Section 14-114 Commercial wastewater monitoring and reporting.

4. Accurate logs of the addresses where waste is obtained, and the quantity will be provided by Talon Septic, LLC to the City of Truth or Consequences and billed monthly. Dumping records will be kept by Talon Septic, LLC for a 3-year period. Records will be provided upon request and made available for inspection. However, the City retains the right to employ independent means to verify the information provided to it by Talon Septic, LLC.

5. Each liquid waste truck will carry a spill kit and have a spill prevention plan. Each truck will have a clean-up kit in the event of an incident spill. Truck tanks will be deposited via hose into the receiving pipe to the southwest corner near the box screen at the treatment facility. Trucks will enter through the main gate during normal business hours. Safe driving practices will be adhered to at all times.

6. Either party can terminate this agreement with or without cause with thirty (30) days written notification to the other party.

7. This Agreement will be for a 5-year term commencing on January 1, 2023 and continuing through December 31, 2027. This Agreement may be extended for two (2) additional five (5) year periods upon mutual consent for the parties.

8. Talon Septic, LLC will provide and maintain insurance on all vehicles and will add the City of Truth or Consequences as additional insured in amounts to be agreed upon by the parties.

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**TALON SEPTIC, LLC**

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**Date:**

---

**CITY OF TRUTH OR CONSEQUENCES**

---

**Date:**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: I.18*

**SUBJECT:** Nexstar Media Group Letter of Payment Liability  
**DEPARTMENT:** City Manager's Office  
**DATE SUBMITTED:** December 27, 2022  
**SUBMITTED BY:** Tammy Gardner  
**WHO WILL PRESENT THE ITEM:** Bruce Swingle

### **Summary/Background:**

In order to proceed with the TV campaign for the advertising and marketing project with Sunny 505 that was approved on 8/10/22 this payment liability letter needs approved and signed. The City (Advertiser) will sign as highlighted (Sole Liability-Advertiser).

### **Recommendation:**

Approve

### **Attachments:**

- Letter of Payment Liability
- -

### **Fiscal Impact (Finance): Yes**

Prior approved Advertising and Marketing Project-\$130,000.00

### **Legal Review (City Attorney): Yes**

[Click here to enter text.](#)

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☐ City Manager

### **CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

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

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

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

File Name: CC agendas 1-11-2023

## NEXSTAR MEDIA GROUP LETTER OF PAYMENT LIABILITY

- Required of Ad Agencies (new to Nexstar Broadcasting company and its subsidiaries)
- To accompany the completed, signed Nexstar Broadcasting company Credit Verify Form

### AGENCIES:

- Select the option below that best describes the payment terms you have established with the advertiser.
- Include a written confirmation from the advertiser agreeing to the terms, or have them sign at the bottom of this agreement

**\*Name of Agency Sunny 505**

**\*Name of Advertiser City of Truth or Consequences**  
(CIRCLE ONLY ONE OPTION BELOW)

**1. SOLE LIABILITY – AGENCY**

Ad Agency guarantees payment to Nexstar Media Group and its subsidiaries. This agreement is unrelated to the Agency being paid by the Advertiser.  
(Nexstar Media Group Credit Application form required from Agency)

**2. SOLE LIABILITY – ADVERTISER**

Advertiser guarantees payment to Nexstar Media Group and its subsidiaries until Nexstar Media Group is paid, either by the Agency or the Advertiser. Payment from Advertiser to Agency does not constitute payment to Nexstar.  
(Nexstar Credit Verification form required from Advertiser)

**3. SEQUENTIAL LIABILITY**

Advertiser guarantees payment to Nexstar Media Group and its subsidiaries until they remit payment to the Agency. The Agency guarantees payment to Nexstar Media Group upon receipt of payment by the advertiser.  
(Nexstar Media Group Credit Verification form required from both Agency and Advertiser)

**4. JOINT AND SEVERAL LIABILITY**

Agency and Advertiser are jointly and severally responsible for payment to the station until the station is paid. Payment by Advertiser to Agency does not constitute payment to the station. Until the station is paid, both parties guarantee payment to Nexstar Media and its subsidiaries.  
(Nexstar Media Group Credit Verification form required from both Agency and Advertiser)

\_\_\_\_\_  
Agency Representative  
Required with option #1,3 or 4

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

X

\_\_\_\_\_  
Advertiser Representative  
Required with option #2-4  
(Or attach written Agency/Advertiser payment liability agreement)

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Date



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

*Agenda Item #: I.19*

**SUBJECT:** Adoption of a Governmental Conduct Act Policy

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** January 6, 2023

**SUBMITTED BY:** Tammy Gardner

**WHO WILL PRESENT THE ITEM:** Bruce Swingle

***Summary/Background:***

This is to adopt a Governmental Conduct Act Policy for the city. Every local government and state agency is required to have a policy mirroring the act.

***Recommendation:***

Approval of Governmental Conduct Act Policy

***Attachments:***

- Governmental Conduct Act Policy
- -

***Fiscal Impact (Finance):*** No

-

***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 1-11-2023





|                                          |                     |                                          |
|------------------------------------------|---------------------|------------------------------------------|
| <b>Policy Number</b>                     |                     |                                          |
| <b>Governmental Conduct Act Policy</b>   |                     |                                          |
| <b>Date Approved</b>                     | <b>Approved by:</b> | <b>Supersedes policy or Resolution #</b> |
| <br><br><br><br><br><br><br><br><br><br> |                     |                                          |

## I. POLICY

It is the policy of the city and its employees to comply with the State of New Mexico Governmental Conduct Act.

Ethics laws are intended to help ensure the public's trust in the honesty of our elected and appointed public officials. When members of the public trust their government to act with integrity, they are more likely to vote, to voice opinions on issues, to resolve disputes through the courts and administrative agencies, to pay their taxes fully and otherwise comply with the law. Their trust in government depends upon the belief that government will keep its promises, give out truthful and complete information, act with transparency, from the highest elected officials forging policy, to the thousands of public employees diligently conducting the daily work of government.

The Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16 ("GCA"), was enacted in 1967 as the Conflicts of Interest Act. In 2011, the law's coverage was expanded to officers and employees of all political subdivisions of the state and their agencies. The law's expanded coverage made it crucial that all state and local government officers and employees in New Mexico understand their ethical responsibilities under the GCA, as well as the specific prohibitions and limitations that ensure that public officers and employees conduct themselves solely in the interest of the public.

In addition, this policy will enable members of the public to become more knowledgeable about the standards of conduct the GCA requires and assist them in holding their representatives in government accountable to those standards.

## II. DEFINITIONS

As used in the Governmental Conduct Act:

- A. Business means a corporation, partnership, sole proprietorship, firm, organization or individual carrying on a business;
- B. Confidential information means information that by law or practice is not available to the public;
- C. Contract means an agreement or transaction having a value of more than one thousand dollars (\$ 1,000) with city for:
  - 1. the rendition of services, including professional services;
  - 2. the furnishing of any material, supplies or equipment;
  - 3. the construction, alteration or re- pair of any public building or public work;
  - 4. the acquisition, sale or lease of any land or building;
  - 5. a licensing arrangement;
  - 6. a loan or loan guarantee; or
  - 7. the purchase of financial securities or instruments;
- D. Employment means rendering of services for compensation in the form of salary as an employee;
- E. Family means an individual's spouse, parents, children or siblings, by consanguinity or affinity;
- F. Financial interest means an interest held by an individual or the individual's family that is:
  - 1. an ownership interest in business or property; or
  - 2. any employment or prospective employment for which negotiations have already begun;
- G. Local government agency means a political subdivision of the state or an agency of a political subdivision of the state;
- H. Official act means an official decision, recommendation, approval, disapproval or other action that involves the use of discretionary authority;
- I. Public officer or employee means any elected or appointed official or employee of a state agency or local government agency who receives compensation in the form of salary or is eligible for per diem or mileage but excludes legislators;
- J. Standards means the conduct required by the Governmental Conduct Act;
- K. State agency means any branch, agency, instrumentality or institution of the state; and
- L. Substantial interest means an ownership interest that is greater than twenty

percent.

**III. ETHICAL PRINCIPLES OF SERVICE; CERTAIN OFFICIAL ACTS PROHIBITED; PENALTY**

- A. A public officer or employee shall treat the public officer's or employee's government position as a public trust. The public officer or employee shall use the powers and resources of public office only to advance the public interest and not to obtain personal benefits or pursue private interests.
- B. Public officers and employees shall conduct themselves in a manner that justifies the confidence placed in them by the people, at all times maintaining the integrity and discharging ethically the high responsibilities of public service.
- C. Full disclosure of real or potential conflicts of interest shall be a guiding principle for determining appropriate conduct. At all times, reasonable efforts shall be made to avoid undue influence and abuse of office in public service.
- D. No public officer or employee may request or receive, and no person may offer a public officer or employee, any money, thing of value or promise thereof that is conditioned upon or given in exchange for promised performance of an official act. Any person who knowingly and willfully violates the provisions of this subsection is guilty of a fourth-degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

**IV. PROHIBITED POLITICAL ACTIVITIES**

A public officer or employee is prohibited from:

- A. directly or indirectly coercing or attempting to coerce another public officer or employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for a political purpose;
- B. threatening to deny a promotion or pay increase to an employee who does or does not vote for certain candidates, requiring an employee to contribute a percentage of the employee's pay to a political fund, influencing a subordinate employee to purchase a ticket to a political fundraising dinner or similar event, advising an employee to take part in political activity or similar activities; or
- C. violating the public officer's or employee's duty not to use property belonging to a state agency or local government agency, or allow its use, for other than authorized purposes.

**V. OFFICIAL ACT FOR PERSONAL FINANCIAL INTEREST PROHIBITED; DISQUALIFICATION FROM OFFICIAL ACT; PROVIDING A PENALTY**

- A. It is unlawful for a public officer or employee to take an official act for the primary purpose of directly enhancing the public officer's or employee's financial interest or financial position. Any person who knowingly and willfully violates

- the provisions of this subsection is guilty of a fourth-degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.
- B. A public officer or employee shall be disqualified from engaging in any official act directly affecting the public officer's or employee's financial interest, except a public officer or employee shall not be disqualified from engaging in an official act if the financial benefit of the financial interest to the public officer or employee is proportionately less than the benefit to the general public.
- C. No public officer during the term for which elected and no public employee during the period of employment shall acquire a financial interest when the public officer or employee believes or should have reason to believe that the new financial interest will be directly affected by the officer's or employee's official act.

## **VI. HONORARIA PROHIBITED**

No public officer or employee may request or receive an honorarium for a speech or service rendered that relates to the performance of public duties. For the purposes of this section, "honorarium" means payment of money, or any other thing of value in excess of one hundred dollars (\$100), but does not include reasonable reimbursement for meals, lodging or actual travel expenses incurred in making the speech or rendering the service, or payment or compensation for services rendered in the normal course of a private business pursuit.

## **VII. DISCLOSURE OF OUTSIDE EMPLOYMENT**

A public officer or employee shall disclose in writing to the city all employment engaged in by the officer or employee other than the employment with the city.

## **VIII. PROHIBITED EMPLOYMENT**

It is unlawful for a city employee who is participating directly or indirectly in the contracting process to become or to be, while such an employee, the employee of any person or business contracting with the city.

## **IX. CONFIDENTIAL INFORMATION**

No public officer or employee shall use or disclose confidential information acquired by virtue of the public officer's or employee's position within the city for their or another's private gain.

## **X. CONTRACTS INVOLVING PUBLIC OFFICERS OR EMPLOYEES**

- A. The city shall not enter into a contract with a public officer or employee of the city, with the family of the public officer or employee or with a business in which the public officer or employee or the family of the public officer or employee has a substantial interest, unless the public officer or employee has disclosed through public notice the public officer's or employee's substantial interest and unless the

contract is awarded pursuant to a competitive process; provided that this section does not apply to a contract of official employment with the city. A person negotiating or executing a contract on behalf of the city shall exercise due diligence to ensure compliance with the provisions of this section.

- B. Unless a public officer or employee has disclosed the public officer's or employee's substantial interest through public notice and unless a contract is awarded pursuant to a competitive process, the city shall not enter into a contract with a public officer or employee of that local government agency, with the family of the public officer or employee or with a business in which the public officer or employee or the family of the public officer or employee has a substantial interest.
- C. Subsection B of this section does not apply to a contract of official employment with the city. A person negotiating or executing a contract on behalf of the city shall exercise due diligence to ensure compliance with the provisions of this section.

#### **XI. CONTRACTS INVOLVING FORMER PUBLIC OFFICERS OR EMPLOYEES; REPRESENTATION OF CLIENTS AFTER GOVERNMENT SERVICES**

- A. The city shall not enter into a contract with, or take any action favorably affecting, any person or business that is:
  - 1. represented personally in the matter by a person who has been a public officer or employee of the city within the preceding year if the value of the contract or action is in excess of one thousand dollars (\$ 1,000) and the contract is a direct result of an official act by the public officer or employee; or
  - 2. assisted in the transaction by a former public officer or employee of the city whose official act, while in city employment, directly resulted in the city's making that contract or taking that action.
- B. A former public officer or employee shall not represent a person in the person's dealings with the government on a matter in which the former public officer or employee participated personally and substantially while a public officer or employee.
- C. For a period of one year after leaving government service or employment, a former public officer or employee shall not represent for pay a person before local government agency at which the former public officer or employee served or worked.

#### **XII. LOCAL GOVERNMENT AUTHORITY**

Nothing in the Governmental Conduct Act shall be construed to preclude the city from adopting and publishing ordinances, rules or standards that are more stringent than those required by the Governmental Conduct Act.

#### **XIII. PROHIBITED BIDDING**

The city shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of the city shall exercise due diligence to ensure compliance with this section.

#### **XIV. EDUCATION AND VOLUNTEERY COMPLIANCE**

- A. The secretary of state shall advise and seek to educate all persons required to perform duties under the Governmental Conduct Act of those duties. This includes advising all those persons at least annually of that act's ethical principles.
- B. The secretary of state shall seek first to ensure voluntary compliance with the provisions of the Governmental Conduct Act. A person who violates that act unintentionally or for good cause shall be given ten days' notice to correct the matter. Referrals for civil enforcement of that act shall be pursued only after efforts to secure voluntary compliance with that act have failed.

#### **XV. CERTAIN BUSINESS SALES TO CITY EMPLOYEES PROHIBITED**

- A. A public officer or employee shall not sell, offer to sell, coerce the sale of or be a party to a transaction to sell goods, services, construction or items of tangible personal property directly or indirectly through the public officer's or employee's family or a business in which the public officer or employee has a substantial interest, to an employee supervised by the public officer or employee. A public officer or employee shall not receive a commission or shall not profit from the sale or a transaction to sell goods, services, construction or items of tangible personal property to an employee supervised by the public officer or employee. The provisions of this subsection shall not apply if the supervised employee initiates the sale. It is not a violation of this subsection if a public officer or employee, in good faith, is not aware that the employee to whom the goods, services, construction or items of tangible personal property are being sold is under the supervision of the public officer or employee.
- B. A public officer or employee shall not sell, offer to sell, coerce the sale of or be a party to a transaction to sell goods, services, construction or items of tangible personal property, directly or indirectly through the public officer's or employee's family or a business in which the public officer or employee has a substantial interest, to a person over whom the public officer or employee has regulatory authority.
- C. A public officer or employee shall not receive a commission or profit from the sale or a transaction to sell goods, services, construction or items of tangible personal property to a person over whom the public officer or employee has regulatory authority.
- D. A public officer or employee shall not accept from a person over whom the public officer or employee has regulatory authority an offer of employment or an offer of a contract in which the public officer or employee provides goods, services,



construction, items of tangible personal property or other things of value to the person over whom the public officer or employee has regulatory authority.

## **XVI. PROHIBITED CONTRIBUTIONS; FINANCIAL SERVICE CONTRACTORS**

- A. A business that contracts with the city to provide financial services involving the investment of public money or issuance of bonds for public projects shall not knowingly contribute anything of value to a city public officer or employee who has authority over the investment of public money or issuance of bonds, the revenue of which is used for city public projects.
- B. A public officer or employee of the city that has authority over the investment of public money or issuance of bonds, the revenue of which is used for public projects in the city, shall not knowingly accept a contribution of anything of value from a business that contracts with the city to provide financial services involving the investment of public money or issuance of bonds for public projects.
- C. For the purposes of this section:
  - 1. "anything of value" means any money, property, service, loan or promise, but does not include food and refreshments with a value of less than one hundred dollars (\$100) consumed in a day; and
  - 2. "contribution" means a donation or transfer to a recipient for the personal use of the recipient, without commensurate consideration.

## **XVII. ENFORCEMENT PROCEDURES**

- A. Suspected violations of the Governmental Conduct Act may be referred to the attorney general, district attorney or appropriate state agency or legislative body for enforcement.
- B. Violation of the provisions of the Governmental Conduct Act by any public officer or employee, is grounds for discipline, including dismissal, demotion or suspension.
- C. Subject to the provisions of this section, the Governmental Conduct Act may be enforced by the attorney general. Except as regards legislators or statewide elected officials, a district attorney in the county where a person resides or where a violation occurred may also enforce that act. Enforcement actions may include seeking civil injunctive or other appropriate orders.

## **XVIII. CRIMINAL PENALTIES**

Unless specified otherwise in the Governmental Conduct Act, any person who knowingly and willfully violates any of the provisions of that act is guilty of a misdemeanor and shall be punished by a fine of not more than one thousand dollars (\$ 1,000) or by imprisonment for not more than one year or both. Nothing in the Governmental Conduct Act shall preclude criminal prosecution for bribery or other provisions of law set forth in the constitution of New Mexico or by statute.

## **XIX. ENFORCEMENT; CIVIL PENALTIES**

- A. If the secretary of state reasonably believes that a person committed, or is about to commit, a violation of the Governmental Conduct Act, the secretary of state shall refer the matter to the attorney general or a district attorney for enforcement.
- B. The attorney general or a district attorney may institute a civil action in district court if a violation has occurred or to prevent a violation of any provision of the Governmental Conduct Act. Relief may include a permanent or temporary injunction, a restraining order or any other appropriate order, including an order for a civil penalty of two hundred and fifty dollars (\$250) for each violation not to exceed five thousand dollars (\$5,000).



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: I.20

**SUBJECT:** Appointment of Paul Johnson as a Member on the Sierra Joint Office on Aging Board  
**DEPARTMENT:** City Manager's Office  
**DATE SUBMITTED:** January 6, 2023  
**SUBMITTED BY:** Tammy Gardner  
**WHO WILL PRESENT THE ITEM:** Bruce Swingle, City Manager

### Summary/Background:

The SJOA currently has an opening on their board and the SJOA sent an email recommending Paul Johnson to serve as a member on their board.  
He is an active senior and participates in their services and the SJOA feels that he would be a great addition to the board.

### Recommendation:

Appointment of Paul Johnson to the SJOA Board.

### Attachments:

- Email from SJOA
- .

### Fiscal Impact (Finance): No

[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 1-11-2023

## Torres, Angela

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**From:** Swingle, Bruce  
**Sent:** Wednesday, December 21, 2022 2:14 PM  
**To:** Torres, Angela  
**Cc:** Traci Alvarez; Gardner, Tammy  
**Subject:** FW: SJOA New Board Member

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Agenda Items

Angela: Item for the next commission meeting. The SJOA is recommending Paul Johnson to serve on the SJOA board.

Bruce Swingle  
City Manager

Professionalism, It's a Habit, Not an Act!

**From:** Crystal Walton <[cwalton@seniorcenter-sjoa.org](mailto:cwalton@seniorcenter-sjoa.org)>  
**Sent:** Wednesday, December 21, 2022 12:46 PM  
**To:** Swingle, Bruce <[bswingle@torcnm.org](mailto:bswingle@torcnm.org)>  
**Cc:** Traci Alvarez <[talvarez@torcnm.org](mailto:talvarez@torcnm.org)>; Gardner, Tammy <[tgardner@torcnm.org](mailto:tgardner@torcnm.org)>  
**Subject:** SJOA New Board Member

Hello all,

The SJOA currently has an opening on our BOD and Mr. Paul Johnson who resides at 926 N. Caballo Rd. in T or C is interned in the position.

His phone number is 575-894-8625 if you need anything further from him the best way to reach him is by phone.

He is an active senior and participates in our services and I feel he would be a great addition to the board.

Thanks

Crystal Walton  
Executive Director  
Sierra Joint Office on Aging – SJOA  
[cwalton@seniorcenter-sjoa.org](mailto:cwalton@seniorcenter-sjoa.org)  
575-894-6641



**Sierra Joint Office on Aging**



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

Agenda Item #: I.21

**SUBJECT:** Re-appointment of Chris Sisney to the Planning & Zoning Commission.

**DEPARTMENT:** Clerk's Office

**DATE SUBMITTED:** January 6, 2023

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

**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**Summary/Background:**

On December 12, 2022 the Planning & Zoning Commission recommended the re-appointment of Member Chris Sisney to serve another 2 year term on the Planning & Zoning Commission.

**Recommendation:**

Re-appointment of Chris Sisney to the Planning & Zoning Commission.

**Attachments:**

- Application
- -

**Fiscal Impact (Finance):** No

Click here to enter text.

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

Click here to enter text.

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☐ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. 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 1-11-2023



## City of Truth or Consequences

### City Boards Application

Name: CHRIS SISNEY Address: 952 VEATER  
Phone: 740-5802 Email: C.SISNEY@CARTHLINK.NET

I am interested in serving as a member of one the following Boards:

- |                                                        |                                                                  |                                                     |
|--------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Airport Advisory Board        | <input type="checkbox"/> Public Arts Advisory Board              | <input type="checkbox"/> Golf Course Advisory Board |
| <input type="checkbox"/> Public Utility Advisory Board | <input type="checkbox"/> Library Advisory Board                  | <input type="checkbox"/> Recreation Advisory Board  |
| <input type="checkbox"/> Lodger's Tax Advisory Board   | <input checked="" type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Impact Fee Board           |
| <input type="checkbox"/> Other: _____                  |                                                                  |                                                     |

My qualifications are:

Current Member of P+Z Board

EXTENSIVE CONSTRUCTION EXPERIENCE

\_\_\_\_\_

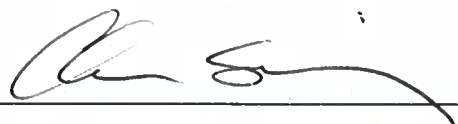
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\_\_\_\_\_

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:  Date: 7 SEP 22