

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoeppe
Commissioner*

*Angie Gonzales
City Manager*

*505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
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CITY COMMISSION

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, JUNE 26, 2024; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. REPORTS

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

E. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 52 23/24 Budget Adjustment Request. City Manager Gonzales
2. Discussion/Action: NMDOT Map Grant Agreement and Resolution 53 23/24. Assistant City Manager Alvarez
3. Discussion/Action: Resolution 54 23/24 Governing Mileage and Per Diem Compensation. City Manager Gonzales
4. Discussion/Action: Resolution No. 55 23/24 Series 2024 General Obligation bonds. Mark Valenzuela, Bosque Advisors, LLC

F. CONSENT CALENDAR

1. City Commission Regular Minutes, June 12, 2024

G. PRESENTATIONS

1. Discussion/Update: Geotechnical Evaluation Report 302 S Foch St – Lee Belle Johnson Center. Mayor Hechler
2. Discussion/Update: Project Update. Alfredo Holquin, Wilson & Company

H. PUBLIC HEARINGS (5 Minute Rule Applies)

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

I. NEW BUSINESS

1. Discussion/Action: Review and Rank City ICIP Projects. Assistant City Manager Alvarez
2. Discussion/Action: Capital Outlay Project Selection. Assistant City Manager Alvarez
3. Discussion/Action: Partial Assignment and Amendment of Surface Lease Agreement between Elephant Butte and The City of Truth or Consequences. City Manager Gonzales
4. Discussion/Action: 1401 Platinum request for extension on variance revocation. Assistant City Manager Alvarez
5. Discussion/Action: Summary Plat Amendment at 471 E. 4th Street. Assistant City Manager Alvarez
6. Discussion/Update: PD Update. Chief of Police Tavizon
7. Discussion/Update: Streetlight Update. Bo Easley, Electric Division Director
8. Discussion/Action: Appointment of Chris Sisney to serve as a member on the Public Utility/Impact Fee Advisory Board. City Clerk Torres
9. Discussion/Action: Re-appointment of Jeff Dornbusch to the Public Utility/Impact Fee Advisory Board. City Clerk Torres
10. Discussion/Action: Amendment to Quality of Life Grant No. 22-ZG1023-7. OJ Hechler, Community Services Director
11. Discussion/Action: Amendment to Quality of Life Grant No. 23-ZH5053-52. OJ Hechler, Community Services Director
12. Discussion/Action: Review and Approve Proposal for Asset Management Plan. City Manager Gonzales
13. Discussion/Action: FY 24/25 Sub-Recipient Agreements. City Manager Gonzales
14. Discussion/Action: Authorization to close inactive/no longer needed bank accounts. City Manager Gonzales
15. Discussion/Action: Approval of Purchase Requisitions over \$20,000. City Manager Gonzales

J. EXECUTIVE SESSION

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

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

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

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 JULY 10, 2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: E.1

SUBJECT: Resolution No. 52 23/24 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: June 21, 2024

SUBMITTED BY: Kerin Salcedo, Interim Finance Director

WHO WILL PRESENT THE ITEM: City Manager, Angela Gonzales

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

Recommendation:

Approval Resolution No. 52 23/24 Budget Adjustment Requests for Fiscal Year 2023-2024

Attachments:

- Resolution No 52 23/24
- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 6-26-24



RESOLUTION NO. 52 23/24

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

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

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

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

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

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

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

PASSED, ADOPTED and APPROVED this **26th day of June, 2024**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2023-24 6/26/2024
DFA Resolution Number: 52 23/24
BAR NUMBER 10

For Local Government Division use only:

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1099-39935	Transfer In	Revenue	\$ 1,720,713.00	\$ 4,780		\$ 1,725,493	Transfer Recreation Bank Balance to General Fund
1	217	217-1703-49930	Transfer Out	Expense	\$ -	\$ 4,780		\$ 4,780	Transfer Recreation Bank Balance to General Fund
1	307	307-6203-49930	Transfer Out	Expense	\$ -	\$ 1,421		\$ 1,421	Transfer Golf Course Improv Bank Balance to Golf Course
1	508	508-4303-39935	Transfer In	Revenue	\$ 255,000.00	\$ 1,421		\$ 256,421	Transfer Golf Course Improv Bank Balance to Golf Course
2	294	294-5003-37371	Donations	Revenue	\$ 1,000.00	\$ 3,500		\$ 4,500	Underestimated revenue
2	294	294-5003-44613	Non-Capital Items	Expense	\$ -	\$ 1,000		\$ 1,000	Increase expense
3	509	509-4403-34318	Jet Fuel Purchase	Expense	\$ 70,000	\$ 55,788		\$ 125,788	Cover FY24 Expenses
3	509	509-4403-46731	Property Liability	Expense	\$ -	\$ 3,242		\$ 3,242	Cover FY24 Expenses
3	509	509-4403-46732	General Liability	Expense	\$ -	\$ 13,459		\$ 13,459	Cover FY24 Expenses
3	509	509-4403-46733	Vehicle Insurance	Expense	\$ -	\$ 565		\$ 565	Cover FY24 Expenses
3	509	509-4403-47420	Maintenance Vehicle/Equip	Expense	\$ -	\$ 15,846		\$ 15,846	Cover FY24 Expenses
3	509	509-4403-48598	Professional Services	Expense	\$ 180,000	\$ 60,975		\$ 240,975	Cover FY24 Expenses
3	509	509-4403-39935	Transfer In	Revenue	\$ 170,000	\$ 200,000		\$ 370,000	General Fund Support
3	101	101-1099-49930	Transfer Out	Expense	\$ 2,126,983	\$ 200,000		\$ 2,326,983	General Fund Support
								\$ -	
								\$ -	

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Rolf Hechler, Mayor (Date)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: E.2

SUBJECT: Discussion/Action – NMDOT Map Grant Agreement and Resolution 53 23/24

DEPARTMENT: Community Development

DATE SUBMITTED: June 19, 2024

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

City applied for NMDOT Map Funds and has received an offer of award - \$138,667.00 (\$104,000 Grant/\$34,667 Cash Match)

Recommendation:

Review and approve Grant Agreement and Resolution 53 23/24

Attachments:

- MAP Award Letter
- Grant Agreement/Resolution 53 23/24
- MAP Application

Fiscal Impact (Finance): Yes

\$138,667.00 (\$104,000 Grant/\$34,667 Cash Match)

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 6-26-24



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

June 6, 2024

Angie Gonzales, City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901

Dear Angie Gonzales:

We are pleased to inform you that your application for Municipal Arterial Program (MAP) funds for the project scope: **'Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements-Pershing St 280 North of Main Ave to 2nd St & 2nd St from Pershing to N Date Ave'** was approved by the State Transportation Commission on May 30, 2024, and will be included in the New Mexico Department of Transportation's FY25 LGRF Program.

Your project has been assigned Control No. **L100619**. Please be sure to reference this number in all communications with the New Mexico Department of Transportation regarding this project.

The total estimated cost for your project is **\$138,667.00** the Department has allocated **\$104,000.00** in MAP funds, with a local match requirement of **\$34,667.00**.

The Project Oversight Division will develop a project agreement and forward it to you for signature. If you have any questions or comments, please contact me at (505) 699-9946.

Sincerely,

Clarissa Martinez
Project Oversight Division, State Grants Manager

C: Debra Hudson, LGRF Coordinator
Aaron Chavarria, District 1 Engineer

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Chandelle Sisneros
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No. _____
Vendor No. 0000054340
Control No. HW2L100619

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Truth or Consequences** (Public Entity), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described on Control No. **L100619**, and the Public Entity’s resolution attached as **Exhibit C**. See:

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **One Hundred Thirty Eight Thousand Six Hundred Sixty Seven Dollars and No Cents (\$138,667)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2025 Local Government Road Fund</u>	\$104,000	\$34,667	\$138,667
For the purpose stated above in Section 1.			
Total Project Cost \$138,667			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding, as identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- c. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- d. Advertise, let, and supervise Project construction, including to procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- e. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- f. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- g. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- h. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- i. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- j. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- k. Design the Project in accordance with **Exhibit A, "Minimum Design Standards"**, which is incorporated into this Agreement.
- l. Adhere to **Exhibit B, "Minimum Survey and Right of Way Acquisition Requirements"**, which is incorporated into this Agreement.
- m. Comply with **Exhibit D, "Construction Phase Duties and Obligations"**, which is incorporated into this Agreement.
- n. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- o. Allow the Department to inspect the Project to confirm that the Project is constructed in

accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards, as identified by the Department, will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.

- p. Complete the project within twenty-four (24) months of approval of funding by the State Transportation Commission.
- q. Prior to Project construction, furnish the Department's District 1 Office the "**Certification of the Pre-Construction Contract Phase**" form, attached as **Certification No. 1**.
- r. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office the "**Certification of Construction Phase**" form, attached as **Certification No. 2**.
- s. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office the "**AS BUILT Summary of Costs and Quantities**" form, attached as **Certification No. 3**. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
- t. Failure to timely provide **Certification Nos. 1, 2 and 3**, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification

to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall

reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended By District 1

By: _____
District Engineer

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Truth or Consequences

By: _____

Date: _____

Title: _____

Attest: _____
Name and Title

EXHIBIT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. DEPARTMENT'S Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. DEPARTMENT'S Urban Drainage Design Criteria;
 - f. DEPARTMENT'S Geotechnical Manual, Current Update;
 - g. DEPARTMENT'S Action Plan;
 - h. DEPARTMENT'S Tribal/Public Agency State Funding Handbook; Current Edition;
 - i. DEPARTMENT'S Handbook of Hazardous Waste Management, Current Edition;
 - j. DEPARTMENT'S Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the DEPARTMENT'S Tribal/Public Agency State Funding Handbook.
 - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations.

In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C
City of Truth or Consequences RESOLUTION
PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW
MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Truth or Consequences** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$138,667** to be funded in proportional share by the parties hereto as follows:

CN L100619 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
FY 2025 Local Government Road Fund Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements	\$104,000	\$34,667	\$138,667

WHEREAS, the **City of Truth or Consequences** shall pay all costs, which exceed the total project cost of **\$138,667**.

NOW THEREFORE, be it resolved in official session that **City of Truth or Consequences** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **6/30/2026** and the **City of Truth or Consequences** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **City of Truth or Consequences**, Angie Gonzales - City Manager (name or title), shall have signature authority to bind the **City of Truth or Consequences** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Truth or Consequences** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Truth or Consequences** to enter into Cooperative Agreement for Project Control Number **L100619** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **Pershing St 280 North of Main Ave to 2nd St & 2nd St from Pershing to N Date Ave - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements** within the control of **City of Truth or Consequences** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

EXHIBIT D
Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1
CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L100619

I, _____, in my capacity as _____ of
_____ do hereby certify with reference to the aforementioned
Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition) Local Public Agencies**, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
___ a. have been relocated
___ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in **A Policy on Geometric Design of Highways and Streets**, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic Survey and Standards** (Current Edition).
9. That no angle parking has been provided in this Project.

10. That the **Public Entity** has completed a (check, which of the following conditions exists):
 - _____ a. 20 year pavement design; or
 - _____ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual**.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.
17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her
capacity as _____ of _____ does hereby
certify that the aforementioned matters stated herein are true to his/her knowledge and belief and
does hereby set his/her hand and seal this day and year specified below:

City of Truth or Consequences

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L100619

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L100619** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Truth or Consequences

By: _____ Date: _____

Mayor

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

CERTIFICATION NO. 3
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF WORK: _____

[illegible]



MUNICIPAL ARTERIAL PROGRAM

Application for FY 2024/2025

**TRUTH OR
CONSEQUENCES**



Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Angie Gonzales
City Manager

March 15, 2024

Clarissa Martinez, LGRF Coordinator
NMDOT General Office
1120 Cerrillos Road
P.O. Box 1149
Santa Fe, New Mexico 87504-1149

Re: Letter of Intent for the City of Truth or Consequences
Fiscal Year 2024/2025 Local Government Road Funding Municipal Arterial Program
Application
Pershing Street and 2nd Avenue Improvements

Dear Ms. Martinez,

The City of Truth or Consequences is appreciative of the opportunity to submit this year's Local Government Road Funding (LGRF) Municipal Arterial Program (MAP) application. The scope of the project includes design, construction, and construction services including full depth roadway reconstruction for Pershing Street and Second Avenue from Main Street to Date Street. The total cost is estimated to be \$1,982,854.98 (see Estimated Summary of Costs and Quantities). The City is requesting 75% state funding of \$1,487,141.23 and will make a 25% cash match of \$495,713.74.

The project area was selected based on the City's ICIP Plan. The City further certifies that the proposed work is on a public street and is necessary for the public good and convenience and to serve the public.

Please notify my office if you have any further questions or require additional documentation.

Sincerely,

Traci Alvarez
Assistant City Manager

NMDOT LGRF Municipal Arterial Program (MAP) Location Map FY 2024/2025

Pershing Street & 2nd Ave. Construction



Legend
Project Location



TRUTH OR
CONSEQUENCES

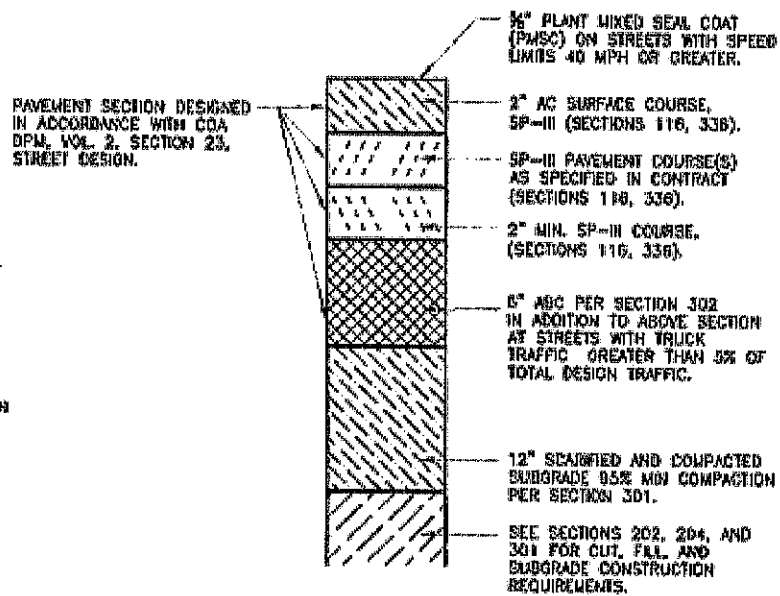
WILSON
& COMPANY
HIGHER RELATIONSHIPS

Traffic Volumes

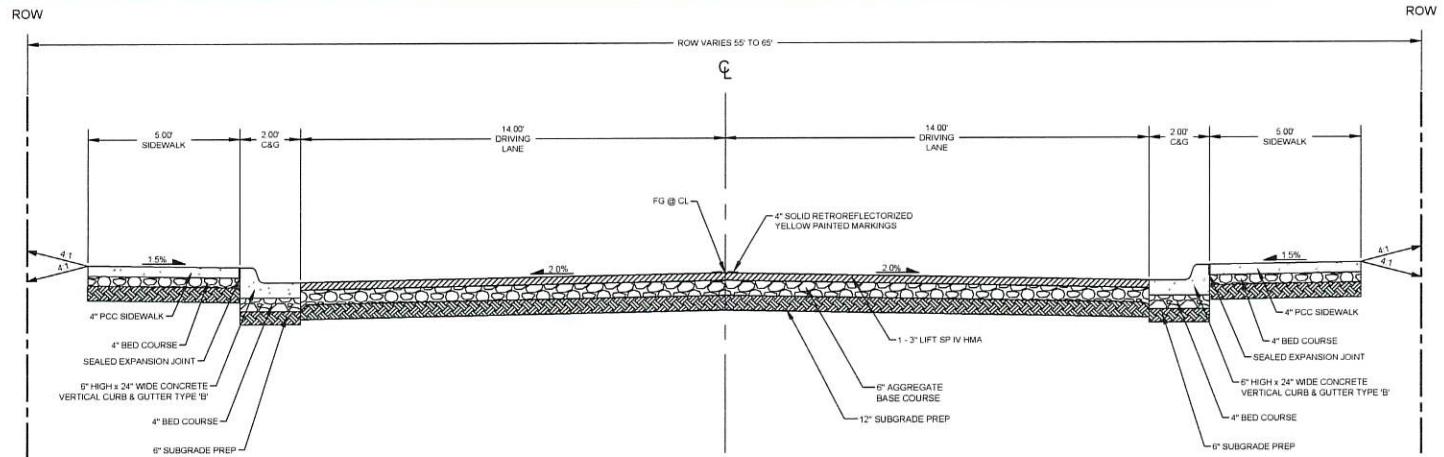
Traffic Volumes

Not Applicable.

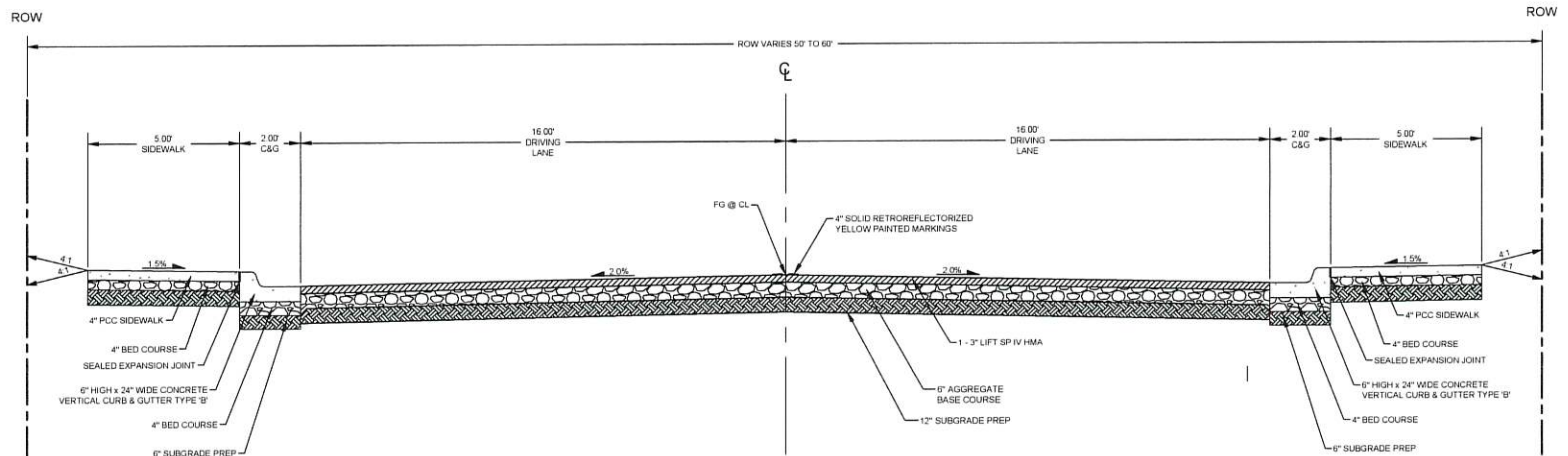
Pavement Design Criteria



FLEXIBLE PAVEMENT SECTION



1 PROPOSED TYPICAL SECTION: PERSHING ST.
SCALE: 1" = 5'



2 PROPOSED TYPICAL SECTION: SECOND AVE.
SCALE: 1" = 5'

PROPOSED TYPICAL SECTIONS
PERSHING ST. & SECOND AVE.
TRUTH OR CONSEQUENCES, NM

**WILSON
& COMPANY**

414 N. MAIN ST. SUITE A
LAGO CRUCES, NM 88001
PHONE: 505-527-8202
FAX: 505-527-8208
WWW.WILSONCO.COM

Major Intersections & Traffic Signal Analysis

Not Applicable.

Drainage Reports

Drainage Report

Not Applicable.

Cost Estimate

1

2
3
4
5

ESTIMATED SUMMARY OF COSTS AND QUANTITIES

ENTITY: City of Truth or Consequences, New Mexico

TERMINI: Pershing St 280 North of Main Ave to 2nd St & 2nd St from Pershing to N Date Ave

SCOPE OF WORK: Planning, Design, Roadway & Drainage Reconstruction (incl. full depth roadway reconstruction, curb & gutter, sidewalk, ADA accessibility, and adjusting to existing utilities), Permitting, and Construction Administration

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	FINAL COST
1	CLEARING & GRUBBING	LS	1	\$ 5,000.00	\$ 5,000.00
2	UNCLASSIFIED EXCAVATION	CY	1,650	\$ 25.00	\$ 41,250.00
3	SUBGRADE PREPARATION	SY	3,950	\$ 8.00	\$ 31,600.00
4	BASE COURSE 6"	SY	3,950	\$ 21.00	\$ 82,950.00
5	PRIME COAT MATERIAL	TON	11	\$ 1,400.00	\$ 15,400.00
6	MINOR PAVEMENT TYPE I, HMA SP-IV - 3'	SY	3,950	\$ 40.00	\$ 158,000.00
7	CLASS A CONCRETE	CY	65	\$ 1,800.00	\$ 117,000.00
8	REINFORCED CONCRETE FOR MINOR STRUCTURES	CY	5	\$ 1,800.00	\$ 9,000.00
9	REINFORCING BARS GRADE 60	LB	3,650	\$ 3.00	\$ 10,950.00
10	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 85,000.00	\$ 85,000.00
11	REMOVAL OF SURFACING	SY	4,150	\$ 14.00	\$ 58,100.00
12	CLASS A RIPRAP	CY	10	\$ 400.00	\$ 4,000.00
13	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	\$ 5,000.00	\$ 5,000.00
14	CONCRETE SIDEWALK 4"	SY	1,150	\$ 120.00	\$ 138,000.00
15	SIDEWALK CULVERTS	SY	80	\$ 750.00	\$ 60,000.00
16	DRIVE PAD 6"	SY	350	\$ 140.00	\$ 49,000.00
17	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	LF	2,060	\$ 45.00	\$ 92,700.00
18	CONCRETE VALLEY GUTTER 8" X 72"	LF	480	\$ 90.00	\$ 43,200.00
19	TRAFFIC CONTROL MANAGEMENT	LS	1	\$ 28,825.50	\$ 28,825.50
20	MOBILIZATION	LS	1	\$ 96,085.00	\$ 96,085.00
21	MANHOLE ADJUSTMENT	EA	3	\$ 2,500.00	\$ 7,500.00
22	PRECONSTRUCTION UTILITY SURVEY	LS	1	\$ 15,000.00	\$ 15,000.00
23	REMOVE AND RESET EXISTING FIRE HYDRANT	EA	2	\$ 4,000.00	\$ 8,000.00
24	ADJUST VALVE BOX TO GRADE	EA	7	\$ 1,850.00	\$ 12,950.00
25	MAILBOX INSTALLATION (SINGLE)	EA	9	\$ 500.00	\$ 4,500.00
26	PANEL SIGNS	SF	30	\$ 40.00	\$ 1,200.00
27	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	LF	60	\$ 20.00	\$ 1,200.00
28	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1	\$ 28,825.50	\$ 28,825.50
29	RETROREFLECTORIZED PAINTED MARKINGS 4"	LF	150	\$ 1.00	\$ 150.00
30	RETROREFLECTORIZED PAINTED MARKINGS 24"	LF	420	\$ 10.00	\$ 4,200.00
31	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1	\$ 10,000.00	\$ 10,000.00
32	POST CONSTRUCTION PLANS	LS	1	\$ 5,000.00	\$ 5,000.00
CONSTRUCTION SUBTOTAL				\$	1,229,586.00
CONTINGENCY				\$	245,917.20
CONSTRUCTION BUDGET TOTAL EXCLUDING NMGR				\$	1,475,503.20
PROFESSIONAL SERVICES (INCLUDING PLANNING, DESIGN, SURVEY, GEOTECHNICAL, AND ENVIRONMENTAL)				\$	206,570.45
CONSTRUCTION ADMINISTRATION SERVICES				\$	147,550.32
TOTAL EXCLUDING NMGR				\$	1,829,623.97
TOTAL INCLUDING NEW MEXICO GROSS RECEIPT TAX @ 8.375% (NMGR - TRUTH OR CONSEQUENCES, NM)				\$	1,982,854.98
NMDOT COST SHARE @75%				\$	1,487,141.23
CITY OF TRUTH OR CONSEQUENCES COST SHARE @ 25%				\$	495,713.74

Resolution

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoepfner
Commissioner

Angie Gonzales
City Manager

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

RESOLUTION NO. 36 23/24

A RESOLUTION CONFIRMING THE CITY OF TRUTH OR CONSEQUENCES TO PARTICIPATE IN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION MUNICIPAL ARTERIAL PROGRAM LOCAL GOVERNMENT ROAD FUND PROGRAM

WHEREAS, The City of Truth or Consequences allocates from its General Fund, as its local match to State Funds;

WHEREAS, The City of Truth or Consequences will have available funds representing the total cost of the proposed project and will be available when the agreement becomes effective, and;

WHEREAS, Attachment "A" indicates the scope and locations of the proposed work.

NOW, THEREFORE, BE IT RESOLVED THAT, the Governing Body of the City of Truth or Consequences, New Mexico approves participation in the scope of work and cost for the FY 2024/2025 Municipal Arterial Program,

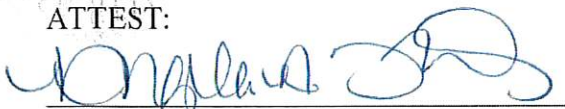
BE IT RESOLVED, that City Manager Angela Gonzales is hereby designated as the City's Representative on behalf of this application.

PASSED, APPROVED AND ADOPTED THIS 14th day of February, 2024.



Rolf Hechler, Mayor

ATTEST:



Angela A. Torres, City Clerk

Attachment A – Scope of Work

Project Name: Pershing Street and Second Street Construction

Full-depth reconstruction of Pershing Street from north of Main Street to Second Street and Second Street from Pershing Street to Date Street, including new curb & gutter, sidewalk, ADA accessibility, and adjustment to existing utilities as required to accommodate new roadway improvements.

Project Data

NMDOT LGRF Municipal Arterial Program (MAP) Location Map FY 2024/2025**Pershing Street & 2nd Ave. Improvements****Total Project Amount**

\$1,982,854.98

NMDOT MAP Funding**Request Amount**

\$1,487,141.23

Reference

Rolf Hechler, Mayor
 City of Truth or
 Consequences
 505 Sims Street
 Truth or Consequences,
 NM 87901
 Office: (575) 894-6673

Pershing Street & 2nd Avenue Improvements

Pershing Street is a collector local service street in the City that ties into N Date Street. The scope of work for this project is design, construction, and construction services which will include full-depth reconstruction of Pershing Street from north of Main Street to Second Street and 2nd Ave from Pershing Street to Date Street, including new curb & gutter, sidewalk, ADA accessibility, and adjustment to existing utilities as required to accommodate new roadway improvements. The City is requesting NMDOT funding in the amount of \$1,487,141.23.



4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
phone: 505-348-4000
wilsonco.com

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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: E.3

SUBJECT: Resolution 54 23/24 Governing Mileage and Per Diem Compensation
DEPARTMENT: City Manager's Office
DATE SUBMITTED: June 20, 2024
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

Resolution 54 23/24 Governing Mileage and Per Diem Compensation Pursuant to Section 10-8-4, et seq. NMSA 1978. NMSA 1978, Section 10-8-4, et seq. governs the reimbursement of public officers and employees for per diem and mileage with new rates that go into effect on July 1, 2024.

Recommendation:

Approve

Attachments:

- Resolution 54 23/24
- Click here to enter text.

Fiscal Impact (Finance): Yes

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 6-26-24

**CITY OF TRUTH OR CONSEQUENCES
RESOLUTION #54 23/24**

**A RESOLUTION GOVERNING MILEAGE AND PER DIEM COMPENSATION
PURSUANT TO SECTION 10-8-4, *et seq.* NMSA 1978**

WHEREAS, NMSA 1978, Section 10-8-4, *et seq.* governs the reimbursement of public officers and employees for per diem and mileage; per diem and mileage will be reimbursed as per the schedule of reimbursements included in this document; and

WHEREAS, the City of Truth or Consequences Commission desires to establish its policy and the rules, procedures and rates governing reimbursement for travel expenses, mileage and per diem; and

WHEREAS, City of Truth or Consequences proposes to adopt rules, procedures and rates to be paid for mileage, per diem and travel expenditures as set forth in NMSA 1978, Section 10-8-4, *et seq.* and 2.42.2.1 NMAC, as specified herein;

NOW THEREFORE, BE IT RESOLVED, that the City of Truth or Consequences Commission hereby adopts the schedules for reimbursement of per diem and mileage set forth in NMSA 1978, Section 10-8-4, *et seq.* and 2.42.2 NMAC, except as provided for or limited in this resolution; and

BE IT FURTHER RESOLVED, that the City of Truth or Consequences Commission wishes to designate selected municipalities as in-state special areas and authorize the higher rate of per diem for the following: **COUNTY OF SANTA FE**; and

BE IT FURTHER RESOLVED, that the City of Truth or Consequences Commission wishes to designate out of state special areas and authorize a higher rate of per diem for the following locations: **New York City, NY; Chicago, IL; Los Angeles, CA; Atlanta, GA; Boston, MA; Cleveland, OH; Dallas/Ft. Worth, TX; Detroit, MI; Houston, TX; Miami, FL; Minneapolis, MI; Philadelphia, PA; Pittsburg, PA; St. Louis, MO; San Francisco, CA; Washington, DC** (designated as metropolitan by the most recent edition of the Rand-McNally road atlas, and areas outside of the continental United States including Alaska and Hawaii); and

BE IT FURTHER RESOLVED, by the City of Truth or Consequences Commission pursuant to the authority granted under NMSA 1978, Section 10-8-5 (D), that non-salaried public officers, including, but not limited to, members of any board, commission, advisory group or other body appointed by the Board of Commissioners shall be entitled to reimbursement for mileage and per diem for travel on official business away from home and at least fifteen (XX) miles away from the designated post of duty at the City of Truth or Consequences Offices, Truth or Consequences, New Mexico, as provided in the "Schedules For Reimbursement" set forth below in this Resolution; and

BE IT FURTHER RESOLVED, that a non-salaried public officer shall be reimbursed at the current year IRS rate per mile of travel when away from home, and away from the designated post of duty, City of Truth or Consequences Offices, Truth or Consequences, New Mexico; and

BE IT FURTHER RESOLVED, that non-salaried public officers, including but not limited to members of any board, commission, advisory group or other body appointed by the City Commission shall not be entitled to reimbursement for per diem for the attendance of meetings within Truth or Consequences, New Mexico; and

BE IT FURTHER RESOLVED, that salaried public officials and public employees shall be entitled to reimbursement for travel expenses at the current year IRS standard mileage rate per mile when:

1. Such travel is in the discharge of official duties; and
2. Such travel is away from both the employee's designated post of duty and home; and
3. Such travel is made in a privately-owned conveyance; and

BE IT FURTHER RESOLVED, that actual mileage reimbursement may be approved by the City of Truth or Consequences Manager or his/her designee for official daily trips to the post office, banks or other such commercial institutions, provided, however prior authorization for these types of travel reimbursement must be given prior approval by the City Commissioners; and

BE IT FURTHER RESOLVED, that upon written request accompanied by a travel sheet, agency head and governing boards of local public bodies or their authorized designees may approve a public officer's or employee's request to be advanced up to 80% of per diem rates and mileage cost. The remaining 20% will be paid at the next check run; and

BE IT FURTHER RESOLVED, that the City of Truth or Consequences, wishes to use the following maximum rates for mileage and per diem for Fiscal Year 2024-2025 beginning July 1, 2024:

SCHEDULES FOR REIMBURSEMENT

A. MILEAGE:

Private Car (current year IRS standard mileage rate)

Private Plane (\$0.88 cents per nautical mile/billed by plane agency)

Commercial Plane (county will reimburse employee for cost of plane ticket)

B. PER DIEM

1. For occasional meal money when travel extends the normal work day and no overnight lodging is required:
 - a. For less than 2 hours of travel beyond normal work day\$ 0.00

- b. For 2 hours, but less than 6 hours beyond the normal work day.....\$20.00
 - c. For 6 hours, but less than 12 hours beyond the normal work day\$42.00
 - d. For 12 hours or more beyond the normal work day\$59.00
- 2. For overnight travel for each 24 hour period where overnight lodging is required:
 - a. In-State..... \$166.00
 - b. In-State special areas\$231.00
 - c. Out-of-State areas\$166.00
 - d. Out-of-State special areas Actuals
- 3. For a partial day following a 24 hr. period where overnight is required:
 - a. For less than 2 hours\$0.00
 - b. For 2 hours, but less than 6 hours\$20.00
 - c. For 6 hours, but less than 12 hours\$42.00
 - d. For 12 hours or more.....\$59.00

BE IT FURTHER RESOLVED, that all past resolutions and policies pertaining to mileage and per diem are hereby revoked, permanently rescinded and superseded.

PASSED, ADOPTED AND APPROVED THIS 26th DAY OF JUNE, 2024.

Rolf Hechler-Mayor

ATTEST

Angela Torres City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: E.4

SUBJECT: Discussion/Action - Resolution No. 55 23/24 Series 2024 General Obligation bonds

DEPARTMENT: Community Development

DATE SUBMITTED: June 21, 2024

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Mark Valenzuela

Summary/Background: The proposed Application Resolution authorizes City staff to submit a financing application with the New Mexico Finance Authority for the City's proposed General Obligation Bonds, Series 2024. The Resolution is required by the New Mexico Finance Authority.

Recommendation:

Recommend adoption of the Application Resolution and working with the New Mexico Finance Authority as purchaser of the Series 2024 General Obligation Bonds.

Attachments:

- Application Resolution
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 6-26-24

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
RESOLUTION NO. 55 23/24

DECLARING THE INTENT OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO CONSIDER FOR ADOPTION AN ORDINANCE AUTHORIZING THE ISSUANCE OF GROSS RECEIPTS TAX IMPROVEMENT REVENUE BONDS FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING, IMPROVING AND EQUIPPING A PUBLIC SAFETY COMPLEX, INCLUDING THE ACQUISITION OF LAND; DIRECTING THE CITY CLERK-TREASURER TO PUBLISH NOTICE OF INTENT TO CONSIDER AN ORDINANCE AUTHORIZING THE ISSUANCE OF GROSS RECEIPTS TAX IMPROVEMENT REVENUE BONDS IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE CITY.

WHEREAS, Section 3-31-1 et seq., NMSA 1978 ("Municipal Revenue Bond Act"), authorizes New Mexico municipalities to issue municipal gross receipts tax revenue bonds for the purpose of providing funds for any municipal purpose; and

WHEREAS, the City of Truth or Consequences, New Mexico (herein "City"), desires to consider for adoption an ordinance authorizing issuance of up to \$1,700,000 in Gross Receipts Tax Improvement Revenue Bonds (the "Bonds") in accordance with the Municipal Revenue Bond Act, for the purpose of providing funds to acquire, construct, renovate, improve, and equip a public safety complex, including the acquisition of land (herein "Project"); and

WHEREAS, Section 3-17-3, NMSA 1978, requires that publication of the title and general summary of the subject matter of any proposed ordinance be made in a newspaper of general circulation within the City at least two weeks prior to the meeting of the City Commission at which the ordinance is proposed for final passage; and

BE IT RESOLVED BY THE CITY COMMISSION, THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES:

Section 1. That all action (not inconsistent with the provisions hereof) heretofore taken by the City Commission of the City of Truth or Consequences and the officers thereof directed toward the Project and the authorization and issuance of the Bonds therefore, be and the same is hereby ratified, approved and confirmed.

Section 2. That the City Manager and City Clerk-Treasurer are hereby directed, in accordance with Section 3-17-3, NMSA 1978, as amended, to publish in the *Sierra County Sentinel*, a newspaper of general circulation within the City, a title and general summary of the ordinance relating to and authorizing issuance of the Bonds at least two weeks prior to the meeting at which the City Commission will consider such ordinance. The City Manager and City Clerk-Treasurer may undertake such publication upon their own initiative and submittal of any necessary documents related to the proposed ordinance.

Section 3. This Resolution shall take effect immediately upon its adoption and approval.

PASSED, APPROVED, AND ADOPTED THIS 26th DAY OF JUNE, 2024.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Rolf Hechler, Mayor

[SEAL]

ATTEST:

Angela A. Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, June 12, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: June 21, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

• -
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-26-24

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JUNE 12, 2024**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

Hon. Rolf Hechler, Mayor
Hon. Amanda Forrister, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner arrived at 9:05 a.m.
Hon. Merry Jo Fahl, Commissioner
Hon. Ingo Hoeppner, Commissioner was absent

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

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation. He asked that everyone keep Commissioner Hoeppner's mother in their thoughts and prayers as she is in the hospital.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PRESENTATIONS:

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

City Manager Gonzales presented an Employee Service Anniversary Award on behalf of Jessica Halsey for 3 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award on behalf of Ted Ontiveros for 19 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award on behalf of Chris Rees for 9 years of service with the City of Truth or Consequences.

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

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

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

City Manager Gonzales presented an Employee Service Anniversary Award to Tyler Knull for 2 years of service with the City of Truth or Consequences.

Assistant City Manager Alvarez recognized David Johnson whose service anniversary was last month, but he was unable to attend the meeting.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Anthony Chavez addressed the Commission with comments related to:

- I am a lifetime member here in Sierra County, and I am here today to request further consideration for 500 Date Street for custom containers. The request was denied. I am here to explain that they are custom containers and not just shipping containers. They are 40ft. in length and 8ft. width with 9ft. inner ceiling. They will be divided into four compartments which have steel to divide the compartments. I think they are safe and clean. They are custom painted, and I think they would be a benefit to the city. I think they are the best for harsh

weather because they are watertight. I also think that they are built better than our panel storage units. I would really appreciate it if you could reconsider our request.

Nicole Burgin, T or C Municipal Schools Superintendent, addressed the Commission with comments related to:

- We are here to bring to your attention the water issues that we are having at both of our elementary schools, in case you are not aware. There has been several days where we have had students and staff without water for 2-3 hours at time, and there were a couple of days where I had to call parents to come and pick up their child because we can't take kind home on busses to homes that may or may not have people home to go to. We can't function that way. We've had two days where our cafeteria has had no water, which means we have to give the students the sugary pre-packaged foods that everybody loves so much. It is important to us that we are communicating with you because before we start the school year, we would like to see a resolution.

Chad Spitzer, T or C Municipal Schools Director of Maintenance, addressed the Commission with comments related to:

- We have been monitoring the water pressure. It's been about 30lbs of pressure. I don't know if it's due to the roundabouts, but it started around that time, and we are only having major issues at that one school. Our irrigation system won't work. When they put everything in, we were running off of 50 to 60 lbs. of pressure. We are just asking if we can get more pressure up to the school.

Nicole Burgin, T or C Municipal Schools Superintendent: We would really like to be able to flush our toilets.

Kathleen Sloan addressed the Commission with comments related to:

- I'm concerned because the County Commission is trying to put a flood control tax district on the November ballot, but they are not calling it a taxing district. They are also not stating the flood control that we already pay \$1.50 per \$1,000 for everybody in the County, incorporated, and unincorporated areas, and that flood control tax already existing will not go away. It will be a double tax. The new tax will be .05 mills, but they can increase that with a vote. That's not the scariest thing. Currently, with the \$1.50 per \$1,000 they can take out debt on it, but it is limited to the New Mexico Finance Authority, and state and federal agencies. I feel that is a check and balance and a safeguard for the people, but with this new tax of .05, they can borrow from it just like with our G.O. Bond that doubled the property taxes. That increases the taxes beyond the point of \$.50 per \$1,000. The other question that I am having difficulty getting answered is where the \$1.50 per \$1,000 revenue has gone. I don't recall that T or C, except for this year, received \$100,000 or is expecting \$100,000 from the flood control revenue. That is the only time that I recall the city ever getting any of this money, yet T or C taxpayers pay about 40% of that flood control tax, so to protect the citizens, I am concerned that low information voters will approve this on the ballot without much

information. They will just see flood control and think, yeah, that's a good idea. I would like you to please communicate with the county and ask T or C to be exempted from the incorporated areas, and the tax district.

E. REPORTS:

City Manager Gonzales reported the following:

- We just finished up the budget. The preliminary budget was uploaded to the local government budget management system, on the May 30th. Thank you to the Finance group for doing all of that and thank you to the Commission for approving it in a timely manner. You will get the final budget next month, and that will be uploaded per state statute at the end of July.

Commissioner Fahl asked about the progress on McAdoo.

City Manager Gonzales: They are moving forward on it. The filming for the movie ended on May 25th so I was wanting the road construction to begin on the 28th. They were here for the short week of Memorial weekend, and they were here last week, and I noticed that they were moving ground this week.

City Commission Reports:

Commissioner Fahl had no reports.

Commissioner Mitchell had no reports.

Mayor Pro-Tem Forrister reported the following:

- The Sierra County Fair Association is going to be having their cash party on July 13th at the Albert Lyon Event Center.

Mayor Hechler reported the following:

- There have been a lot of things going on. I reported a while back that we received \$1.5 million from Representative Vasquez. In a letter he informed us that it was going to be submitted to the appropriations committee, and he asked me for a statement. We did all of that, and then we were told that the project didn't go through, so I was a little disappointed in that. There were 150 proposals, and 15 were funded. \$40 million was funded. We are in Representative Vasquez' district, but we were not funded.
- I met with Melanie Goodman. She is a representative from Senator Ben Ray Lujan's office. We missed this year's opportunity for funding because there were some computer glitches that we couldn't get through, so we met with his representative Ms. Goodman and we made some good progress. I assure you that we will be requesting some funding from him next year. We got everything ironed out so that we will be able to do that. It was a good meeting, and although we missed this year's funding, we were pretty successful with some other stuff.

- On June 6th we met with the oversight and accountability committee with the department of homeland security. It was a group of 4 ladies that came from California. Their mission was to visit 10 communities nationwide, and one out of those ten communities was going to be a small community. Truth or Consequences was chosen, so we are honored in that regard. They also wanted to visit a community that was successful in getting some funding, and we were that. The meeting was to determine what the process was and how the process went through. Also, what our issues were and if we got through the issues okay, and what our continued issues are. We spent around 2 hours with them. The application and funding process went smoothly. Receiving the money and going through that process was a little bit cumbersome and so we let them know that. They are going to go through that. They have 9 other communities to visit. They will provide us with a report later on, but hopefully this will streamline the process so we can get the money easily if we are afforded the opportunity.
- We were finally notified that the grant agreement for \$1.6 million from Senator Heinrich is now in place and it is signed and fully executed so there is movement on it. This year as a result of our efforts, we received strong support from Governor Grisham, Representative Armstrong, Representative Armijo, and Senator Brantley. We were too late for Senator Ben Ray Lujan, but we will be able to work with him next year. We did not get funding from representative Gabe Vasquez. We tried but we did not get it. Overall, I think that we were very successful this year.
- On June 20th at the Civic Center from 6-7:30 pm, the New Mexico State Parks will hold a public meeting. If you would like to talk about State Park fees, regulations, and things of that nature, it's a good time to come.
- I spent a couple of days dealing with an abatement property. I am very proud of the city employees that volunteered their time and came to do the work. We had almost all of the departments from the city there. There were about 25 employees. I just wanted to commend the city employees for showing up. They were professional, and they were courteous when we were dealing with the property owner. These things are traumatic. They are traumatic for the property owner who spent a lifetime of gathering all of the stuff that this man gathered, and it just created a real issue for the neighborhood and for first responders. There were fire issues. We removed accelerants, plastics, and I bet you there were 30 treadmills in this property and various components. There were around 50 vacuum cleaners. There was so much junk there that you wouldn't believe it unless you actually got your fingers in the middle of it and removed some of it, and I did. It was horrific to have to deal with this stuff, but we got a lot of it done, and I will have Andy speak on that in a minute. Again, I want to commend our city staff. I look at the city as one organism. Everybody works together to some degree, and for the most part, the city came together as this one organism, and they worked together. They left their other duties in the city to come and work on this project. It wasn't fun. It was sweaty and dirty work, and you had to deal with some folks that weren't very happy with us being there, but we got through it. At the end, the property owner was actually helping us get some of the stuff cleaned up. I'd say that we are 80-90 % done with that property. I don't think that we are

going to go back as a city in the way that we did. I don't want this to be a way that we deal with other abatement properties because I don't want to put our city staff through it. In this case, we have been dealing with this project since 2014, so its been a long time coming, and I think we finally made some real progress.

Andy Alvarez, Sanitation Director: Thank you to all of the departments that helped with this process. We worked really hard and thank you to you Mayor. You got out there and set a good example for the other employees. Thank you to Chief Tavizon as well. On June 5th we removed 57,400 lbs. which is 28.7 tons of refuse. On June 11th we removed 18,540 lbs. which added up to 9.27 tons of refuse. It was hard work, but we got it done.

Mayor Hechler: Thank you Andy and thank you to your crew. You guys were spot on. The whole city worked on this thing. You provided us with dump trucks, and roll off trucks. We borrowed stuff from folks from other communities, and other areas. It was really a team effort that was very commendable. The fear for me was if the accelerants and other things that were found on the property would have caught on fire, we would have had to evacuate the entire neighborhood. It was stuff that had been in there for 15 years, and hadn't been looked at for 15-20 years. It was stacked up over your head. You had alleyways that were 30-40 inches wide from one end of the property to the other, and that was it. The rest of the property was covered. We are talking about 40 tons of material that was hand removed bit by bit. You guys really did a good job in that regard.

City Attorney Rubin reported the following:

- I am pleased to announce that we were able to quickly and successfully resolve an issue we had. There was a property owner on 1st Avenue who contended that we had improperly shut off their water. They hired a lawyer and submitted a tort claim. They went to court and got a restraining order, ordering us to turn the water back on. Our defense was simply that we were owed about 3 years' worth of utility services. I was able to work very successfully with Traci Alvarez and Chelsea LeClair. They were very helpful in getting me the records to show the agreement that was entered into over a year ago for the utilities, and all of the statements over the past year. That information was sent to the landowner's attorney and we were able to work out an agreement that we would keep the water on, and they agreed to the amount that was owed and a monthly payment plan has been established, and if they are ever to default, it is enforceable by a court order.

F. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 765 Series 2024 General Obligation Bonds.

Chris Muirhead, Modrall Sperling: The ordinance in front of you is for the second installment of your General Obligation Bonds that were approved in 2022 for a total of \$3 million. You previously issued \$790,000. This is another issuance of \$790,000 paid

from property taxes for the water system and road improvements. If you look at page 3 of the ordinance, it shows all of the pricing for these bonds which are paid off by 2040. These rates do correlate with the Finance Authority's AAA rating. These are very competitive rates. You can pay off the bonds early, on or after July 19, 2034, should that be an interest of the city. I think the important thing here is recognizing the different pledge revenues. This is a general obligation that's different than the water system or gross receipts tax. It is any revenues of the city. Although, it is intended that the property tax levy will pay the debt service.

John Archuleta, Bosque Advisors: Your net interest cost is going to be 3.48%. The last two maturities are going to be a 0% interest rate, so what this translates into is that you are going to borrow \$790,000 for \$163,710. That will be your total cost for this transaction. As Chris stated, you have the option to pay it off early after 10 years, but depending on what the interest rates are at the time, if there is an economic benefit, you can do that. At this point 3.48% is a pretty good interest rate considering the market conditions that we have right now.

Chris Muirhead, Modrall Sperling; This does lead some authority from the 2022 election, up to \$3 million we would be at \$1.5 million left that you could issue going forward. Mark and his team at Bosque Advisors has structured that so that it would be done in a way that it doesn't increase your mill levy as established for the G.O. Bonds.

City Manager Gonzales: This is \$250,000 for the water, \$250,000 for wastewater, and \$250,000 for streets, and we are putting it in the 300 fund for expense.

Mayor Hechler opened the public hearing.

Opponents:

There were no opponents.

Proponents:

There were no proponents.

Mayor Hechler closed the public hearing.

Mayor Pro-Tem Forrister moved to approve Final Adoption of Ordinance No. 765 Series 2024 General Obligation Bonds. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, May 8, 2024**
- 2. City Commission Special Budget Minutes, May 15, 2024**
- 3. City Commission Regular Minutes, May 22, 2024**
- 4. City Commission Workshop Minutes, May 22, 2024**
- 5. Acknowledge Regular Public Arts Advisory Board Minutes, April 16, 2024**
- 6. May 2024 Accounts Payable**

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

H. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 49 23/24 Budget Adjustment Request.**

City Manager Gonzales reviewed the Budget Adjustments provided in the packet.

Mayor Pro-Tem Forrister moved to approve Resolution No. 49 23/24 Budget Adjustment Request. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

- 2. Discussion/Action: Resolution No. 50 23/24 Authorizing Acceptance of Water Trust Board (WTB) Project No. 6323-WPF Funding Offer; Water Storage, Conveyance and Delivery Project – Waterline Replacement Project From New Mexico Finance Authority (NMFA).**

Assistant City Manager Alvarez: We got our official award letter from the Water Trust Board for the application that the Commission approved us to submit back in September of 2023. The Water Trust Board does require a resolution to accept the loan and grant offer approving the cash match requirement and designating signatory authority. The city applied for \$16 million and we received a 10% loan in the amount of \$1.6 million, and a 90% grant in the amount of \$14,400,000 and a 10% cash match in the amount of \$1.6 million. The cash match will be offset by the \$1.6 million that we received from Senator Heinrich's Office. We had approximately a little over \$21 million in critical waterline replacements. I included that information in your packet. This will cover almost all of it, and it will leave us a little over \$4 million short, but we potentially have that coming in from other sources. We are expecting 6-9 months for full design and bid documents before we will be able to go out to construction.

Commissioner Fahl: Just to clarify for the public, can you explain how the \$1.6 million for the loan portion will be repaid.

Assistant City Manager Alvarez: That will be repaid out of our water department revenue that they receive. We are really taxing our water department with these loans, and unfortunately almost every single funding source that we get comes with a cash match or a loan. I think that's why I am getting tapped off with applying for any more funding for the water department, because they can't afford the debt.

Mayor Hechler: That's the bad news. The good news is that it is at a ¼ of 1% interest. That's pretty low interest, but we still have to pay it back.

Commissioner Fahl: I think its good for the community to re-affirm all the time that these are loan components, and the water department has to pay for it, and the public seems to not always be aware of that.

Assistant City Manager Alvarez: We might have been having a different discussion on this if we didn't have the \$1.6 million cash match.

Mayor Pro-Tem Forrister moved to approve Resolution No. 50 23/24 Authorizing Acceptance of Water Trust Board (WTB) Project No. 6323-WPF Funding Offer; Water Storage, Conveyance and Delivery Project – Waterline Replacement Project From New Mexico Finance Authority (NMFA). Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 51 23/24 Amendment to Civic Center Rental fees.

City Clerk Torres: We are bringing this to you today because we want to add a deposit for our projector, our projector screen and a key deposit. We are currently renting it out and we don't have any kind of fees for it, so we are just wanting to add that in case there are any kind of damages. We are kind of going back and forth on whether or not we want to issue keys, however since we were adding the other two deposits, we thought that we might as well add the key deposit as well and then we can go from there.

David Johnson, Facility Manager: Sometimes we will issue keys to our most trustworthy patrons, but we also want to offer it because sometimes people will rent the facility out on the weekends and they will come and go back and forth before they have their event, and then we have to call our guys to go and open it up. If we can issue them a key, that would be beneficial for everybody as far as saving money. The charge for the keys is based on the cost to re-key the building should the key be misplaced/lost.

Mayor Hechler: Can these fees be waived?

City Clerk Torres: Yes. The governmental entities are still exempt. The City Manager also has the authority to waive any fees.

Commissioner Fahl moved to approve Resolution No. 51 23/24 Amendment to Civic Center Rental fees. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Publication of Ordinance No. 766 amending Chapter 11 pertaining to Solid Waste.

City Manager Gonzales: This is to clean up Chapter 11 of the Solid Waste Ordinance. We are amending it, so it matches our current procedures.

City Attorney Rubin reviewed the changes made to the ordinance. (copy attached hereto and made a part hereof). On the sections that say polycarts, we can change that portion to containers since we use the word containers throughout the ordinance.

City Manager Gonzales: The collection fees in Section 11-10 will be set by a resolution.

Commissioner Mitchell: What about the downtown businesses that are adjacent to apartment complexes and so forth, specifically behind Martha's in that area. I've had business owners complain that residents of those apartments dump into their trash cans which means they can't put stuff in there. Are we going to have a way to enforce this further in the future. They leave furniture, and mattresses and the city won't pick it up and the businesses are held responsible for it even though it is not their trash. Is there a way we can address that issue?

Andy Alvarez, Sanitation Director: We have 2-3 yard dumpsters that service that area. It's an ongoing thing with illegal dumping. We don't pick stuff like that up, but if I get a call, I will send a truck to go and clean it up. The Chief and Code Enforcement has something to go by now with this ordinance. If the business owners can catch the illegal dumpers and report them then we can do something.

Commissioner Mitchell: Can anybody put cardboard in any of the recycling containers, or are they specifically for the businesses?

Andy Alvarez, Sanitation Director: At this time yes, but that will be changing after July, and non-commercial residents will have to take the boxes to the Collection Center. There is no charge for taking boxes to the Collection Center.

Commissioner Mitchell moved to approve Publication of Ordinance No. 766 amending Chapter 11 pertaining to Solid Waste. Commissioner Fahl and Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

1. Discussion/Action: 709 Broad Street Property Abatement Extension Request.

Assistant City Manager Alvarez: Back in January the City Commission granted the property owner of 709 Broad 6 months to address the property violations that were noted in a couple of resolutions that the city passed on that property. You did mention when the 6 months were up, she could present her progress and notify the commission of any obstacles she's encountered and potentially request an extension. She is here today to request a property extension.

Bibiana Gower, 709 Broad Street property owner: I am the owner of 709 Broad Street, and it is Resolution No. 25 23/24 and 26 23/24. I've been working with Officer Knull. He's met with me every time I've asked him. I've gotten more than half of the trash agreement. I've included you all with pictures of the progress. The obstacles that I have right now are with the boats that I have. I sent an email that said there were four boats. There are actually four campers and eight boats. Two of them were supposed to be gone this past weekend, but there are no tires for them to be hauled off. I ran into a gentleman who I believe was with Sierra County labor who will be hauling boats off for me every other week. It is a matter of affordability because going to the transfer station in the months of February, March and April, they had too many boats there already so I couldn't drop them off there. I sent that in an email as well. I am requesting that you continue to work with me for another 6 months. So right now, I am working on hauling the boats out of there, and then the next project will be to pull out all of the other major trash. My pastor and his wife have somebody who is picking up wood pallets, but she couldn't finagle her way in, in April to get all of the wood pallets so we have been moving them out for her, so that's still kind of ongoing, and then my pastor is helping with the weeds. I went out this weekend and we wacked the upper lot, but not the bottom lot. It is just me, other than my pastor, and whomever I can afford to hire. I believe there is a lot of progress, and Officer Knull said that he would speak on my behalf.

Tyler Knull, Code Enforcement Officer: Ms. Gower has made great progress on the property with it being just herself, and a few other people working with her. I understand that it is hard to get old RV's, boats, and all of that taken off of the property. I am willing to work with her for however long of an extension that you are willing to give her to finish getting the property cleaned up. I believe she has abated the dangerous structure at the very least, and she is working with me. I get emails at least once a week from her giving me an update on her progress, and what she's planning to do for that week or for that month. She is working with me, and she is making good progress.

Mayor Pro-Tem Forrister: Just a thought, but I believe you can post these things for free and people will come pick them up.

Bibiana Gower, property owner: I put it on Facebook garage sales, free to your home, and then I just got approved on another Facebook site.

Mayor Hechler: Ms. Gower, I just want to thank you for your efforts, and for keeping us in the loop. You inherited this property, and the stuff on this property wasn't accumulated in a year or 5 years, and you having to remove it in a year or with 6 more months takes a heroic effort. I wish everybody had that attitude because then we would have a cleaner city, so thank you for your efforts. I really appreciate it.

Mayor Pro-Tem Forrister: This is a story that we always want to happen. We don't ever want to have to step in to do anything about a property, and she's been very good about keeping us informed and in the loop. I think you are doing a good job.

Commissioner Fahl moved to approve the 709 Broad Street Property Abatement Extension Request for an additional 6 months. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: City Commission Order denying the Variance application to permit the placement of shipping containers at 500 N. Date Street.

City Attorney Rubin: At the last meeting the commission voted to deny the variance application to permit the placement of shipping containers at 500 N. Date Street. I learned after the action, that the property owners were wanting to repeal that decision to District Court, and in order to have an appeal to District Court, it is required that we have a final Order generated from the City Commission that would then be forwarded with the appeal to the District Court, so that is why this is back on the agenda. Paragraph 7 of the Order goes over the substance of the decision, and I took that from the minutes that were provided to me. If you look at the findings of facts checklist, and you compare it to 11-5-5, they have one thing in common. They both talk about the consideration of property values, so the fact that was discussed at the meeting is the reason why I inserted that in the Order. It is to your discretion whether or not you want to allow the property owners to speak at this time.

Mayor Pro-Tem Forrister: I think we should let them speak. They were not here at our last meeting because they were approved at the Planning & Zoning meeting so they didn't think that they needed to be here so I think we should at least hear from them.

Commissioner Mitchell: I remember when we made this vote, Amanda voted yes to the variance because we wanted to have this opportunity, and the rest of the commission voted no because we didn't exactly know what they were going to be putting on there. We had a vague idea of the shipping container which the commission thought would be ugly and not appealing and it will affect it, but I think now that we have a better description of what is going in, we might be able to make a more informed decision or if we want to ask them for more clarification, I am open to that as well.

Mayor Hechler: I was a no vote, and I want to explain that no vote. In our ordinance shipping containers are allowed on a property subordinate to a structure, so that means that you can have a shipping container if you have a house there or a business there or something else there that is primary. The shipping container should not be primary, and that is why you were requesting a variance. We recently allowed a variance in the general neighborhood for a house, and they use the shipping container for a shop or something along those lines, and in support of that major residence that was an appropriate use. That was the primary reason for requesting the variance. As for the other variance request, because it is on a major street, we have a requirement of a façade, and since there's not going to be any fencing, and I don't believe you can put a façade on shipping containers, that was the reason for the other variance request. When I read the minutes, and I read them again from the last meeting, it was ambiguous information that was provided to us. The diagram shows 8x10 shipping containers and 32 of them, but the discussion didn't show that. We didn't know the height of the shipping containers and we didn't know if there was going to be fencing. There is no lighting other than solo lighting on shipping containers, so I had some issues with the way it was going to be set up. I have to also be really aware that it is on 5th and Date Street right there in town. There is an RV park in the back and residents live there so I'm worried about shipping containers being placed there and not having hours of operation. People can access their storage unit at 6:00 in the morning or at midnight and it increases traffic. People live there so I'm concerned about that, and not having that control. There is not a gate to allow people to go in and out. There is no other lighting associated with it. I know you own a dirt work company and you are going to be able to do some dirt work for it to kind of level things out and get them set up. I think that would be important if we were to allow it, but my biggest issue is that I have a question about diminishing the property values in that neighborhood and increasing traffic in that neighborhood. The amount of shipping containers that you are wanting to place on the property is going to increase the traffic in that area significantly, and I am worried about the residents behind there. That is the reason why I voted no, so if you can address some of those concerns, we can re-visit it.

Commissioner Fahl: I personally don't like shipping containers in the business district. I think it sets a bad precedent for how things look, so that's really the issue for me.

Anthony Chavez, 500 N. Date property owner: These are a little different from the actual shipping containers. These are custom containers. I've done some studies on it, and I found that they are well constructed. They are watertight, and they are environmentally safe. They are 40ft in length, and 8ft in width. If you put two of them together, then you will have 4 units on each side which isn't very large. That would be eight units total. Four on each side and a driveway and another unit in between. I don't think they are bad looking. They are all brand new and painted. I want to work with the city as far as enhancing, and I think they will up the value of the property. I don't think they will lower it.

Mayor Hechler: How do you address the fact that people are going to be able to access these at all hours. How do we not interfere with the residents who live behind there's right to privacy or not being disturbed.

Anthony Chavez, 500 N. Date property owner: We can gate the whole property and put a gate off of 5th Street. I am open to options.

Mayor Pro-Tem Forrister: In their defense, on the property that is right in front of them on Date Street, they have two containers sitting right there on the main drag.

Anthony Chavez, 500 N. Date property owner: The personal items in these storage units would be a lot safer.

Mayor Hechler: I am not questioning that at all, and you are right Mayor Pro-Tem. There is a cannabis shop there has a shipping container. That container is in support of the main building so it kind of meets that requirement. It is not a standalone container, and they are not running a business out of it so that's my concern. I think for me, if you were to put together a better packet to show us regarding fencing, and an access point, a gate, and maybe hours of operation, then maybe we can re-visit this. I understand fully that these are probably great buildings, and they are probably safer than constructing steel. I don't know if they are going to be put on pads eventually. I think we want to really improve that neighborhood and have the ability to do that. So, if you can work on putting that packet together that would be great, but just using an open lot and putting shipping containers on it and calling it good I don't think is going to work for me. I know it's a little more complicated than that, but I would like to see a little bit of an upgrade there. If we can upgrade that facility in a way that would look better, I am okay with tabling this for a while, to let you put something together and re-apply.

Mayor Pro-Tem Forrister: So, Mr. Mayor, you would be okay with them having the shipping containers there as a business, as long as it is set up as a secure location.

Mayor Hechler: Yes. If you are requesting a variance, I want to make sure that we are not deterring from the property value of the neighborhood, and we are not unnecessarily increasing traffic so that would include hours of operation, because I don't want people to be bothered before 6:00 a.m. or 10:00 p.m. I think some of those things are going to be important for me. Especially in that area.

Commissioner Fahl made a motion to table the Order denying the Variance application to permit the placement of shipping containers at 500 N. Date Street. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Update: Water Update.

Arnie Castaneda, Water/Wastewater Director addressed Nicole Bergin's concerns regarding the water pressure at the schools. I received a complaint around 3 weeks ago regarding water pressure in the elementary school area. We had been checking the pressure in the area. Around a month ago we had an issue where a leak on Arrowhead was fixed and then we had another leak and then we ended up replacing the entire line. There was a series of leaks in the area other than Arrowhead. Normally, to isolate a line, you need to close around 4 valves, and because of the age of our system, sometimes we have to close more than 4 valves. Sometimes it's as much as 10 valves. When we fixed Arrowhead and the rest of the other leaks, we might have messed with maybe 20-30 valves. We have two pressure zones. We have an upper zone and a lower zone, and they are isolated from each other by closed valves. What I think has happened is that we opened the valve that should normally be closed, and now we are losing pressure from the top zone to the bottom zone. I can't just turn a dial and give people more pressure. The pressure is just the pressure that the system has. We started systematically trying a few weeks ago to find that valve that we think might be open and causing these pressure problems, but we haven't found it yet. When we open or close a valve it doesn't automatically adjust the pressure, so we have to wait and come back the next day, and adjust the pressure. Obviously, we haven't found that valve yet. I contacted Mark Nassie from our engineering firm. They have a list of areas where some of those valves should be closed, so I'm trying to get that list from them to compare it to our list. I purchased some data loggers and we put them in some of the fire hydrants near the school so it can record the pressure and hopefully we can pinpoint the area.

Arnie Castaneda, Water/Wastewater Director gave a water/wastewater update. (Presentation attached hereto and made a part hereof).

Commissioner Mitchell was excused from the remainder of the meeting.

4. Discussion/Action: Request to install a memorial bench at the Vista Memory Gardens Cemetery per the Memorial Donation and Gift Program Policy.

OJ Hechler, Community Services Director: This is a memorial donation request. This has gone through our Recreation Advisory Board and it has been recommended.

Ryan Lawler: I am representing Sharon Rivera. This is for her Mother LaRena Miller. LaRena was a staple to our community. She ran the Hot Springs Cemetery. LaRena was a great lady. I got to work with her quite often, and I think it would be wonderful to have her memoir at our cemetery which she new best.

OJ Hechler, Community Services Director: LaRena is laid to rest at the Vista Memory Gardens Cemetery so we would put the bench in close proximity to where she is laid to rest.

Commissioner Fahl moved to approve the request to install a memorial bench at the Vista Memory Gardens Cemetery per the Memorial Donation and Gift Program Policy. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Approval of July 16, 2024, Jordan's Way fundraiser event.

Tara Manning, Animal Shelter Manager: In January 2023 Jordan's Way came out and we did a 3 hour event. I got covered in pie and we had so much fun. We were able to raise \$4,800 which is absolutely amazing for 3 hours. We had an amazing volunteer, Ashley Galicia, who was willing to do a hand stand in a kennel with a dog just to raise \$100. We are hoping to make it even better this year. The event will be held on July 16, 2024 at 10:00 a.m. I am going to reach out to a few different people about maybe getting a dunk tank, so for every few thousand dollars we raise we will do a dunk tank. I kind of cornered Chief to do it, so if we raise \$10,000 then we can dunk Chief Tavizon. We are looking for volunteers so we can raise a lot more money. How the contract with Jordan's Way works is we will come in and raise all of the money. We can accept donations 7 days prior to the event. They will close their portion 3 days after, but donations can still come in for the next week. Once the process is closed with Jordan's Way, they will get 25% of whatever the proceeds are that we've raised in that timeframe. That makes sense because they are traveling the country, and air fare and all that sort of stuff. After they take their portion, the rest will be divvied up between us and SCARS. We are partnering up with SCARS again. They are willing to pay the \$250 deposit that is due, and that will be refunded to them after the Jordan's Way portion is taken out, and then they will get an additional 30% as opposed to the 25% that we gave them last year because the cost of everything is going up on their part, plus for the month of May, June, July, and August, they are letting us get one dog a week fixed. It's usually one dog a month. So that is huge, and because of that we want to give them a little extra. The contract lists the T or C Animal Shelter and SCARS, and the reason they are on the contract is because we are using their PayPal account because it is already set up and it is a lot easier to do it that way.

Commissioner Fahl: You are so inspiring to all of us and to our community as well. You do such a good job. Thank you for having that energy and drive.

Mayor Pro-Tem Forrister moved to approve the July 16, 2024, Jordan's Way fundraiser event. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Request for a survey to be conducted for land next to Rotary Park.

OJ Hechler, Community Services Director: We conducted a survey a few years ago for what is now Rotary Park. The city owns the portion where the shelters are, and there is some confusion about who owns the dirt parking area next to Rotary Park. The Bureau of Reclamation will say that we own it and we would say that it's their easement. We don't know who rightfully owns it so we are wanting to conduct a survey of that portion of the land next to Rotary Park, and we will do the same process as when we obtained the other portion of Rotary Park. This is being brought to you to ask if we should conduct the survey and go after that portion of the property. We kind of already maintain that property anyway, and what a neat chunk of land that is to give us the opportunity to use for future development.

Commissioner Fahl: I think we all need to remember that Rotary Park is the focus of the Healing Waters Trail development, as well as the Turtleback Trail. This is no mans land, so I think if we want to move forward on development on either one of those recreational opportunities, then I think it is very important that the city find that out and acquire that land so we can capitalize on some of those recreational monies that are out there and the gross receipts tax that is affiliated with that.

Mayor Hechler: The Bureau of Reclamation will still want an easement so they can get in there and put that plug in the river every year for our hot springs. They have requested at the federal level to put in a permanent structure in the form of gates, but the gates will not have any overpass. They are not interested in putting a path over the top. They are just interested in putting in a metal structure of some sort that will be gated, instead of having to put a plug in every year. That will save some maintenance and things of that nature. That is how the city acquired the portion of the park that we have now. The Bakers Quit Claimed that property and they donated it to the city. We may entertain a similar process once we get it surveyed the city can quit claim it, and we will be able to utilize that property and own it.

Commissioner Fahl moved to approve a survey to be conducted for land next to Rotary Park. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Swimming Pool Theme Nights and Vendors request.

Ashley Galicia, Pool Supervisor: I want to do a theme night or theme day at the pool. We are still figuring out the hours and days. Sunday would be a great day to do it because that is the only day that we are not open, and that is due to low activity at the pool. I want to do maybe two a month, starting next month. If this is approved then I want to advertise it so people know about it and know that it's going on. I want to put planning into it. I am thinking about maybe a luau theme for the first night, and we would

have leis for everybody that came in, and the lifeguards that are not on guard would wear grass skirts and some kind of cool sunglasses. Something along those lines. I would pay for 3 adult swims, and then give out scratch off tickets that have a little tiki on them, and if it's a winning ticket, I will award you a free swim from one of the ones I purchased. I also thought about having vendors set up at the park next to the pool. That is the main thing that I need approval for. If any businesses want to set up as a vendor, they would contact me and we would allow maybe two or three vendors per theme night, depending on who calls and is wanting to set up. We can keep the pool open up to 10:00 p.m. We do have lights and stuff like that, so another idea that we potentially talked about would be a movie night. It would be more like a float than a swim. We would have a movie playing on a projector.

Mayor Pro-Tem Forrister: When I saw this on the agenda, I was pretty excited. I thought, what a good way to try and generate some interest to the pool and get the community involved.

Mayor Hechler: I would like to suggest that you cross promote with the Chamber of Commers and/or MainStreet. If there is an opportunity down the road when they are having a special event in town, we may want to do a theme night in conjunction with their special event whatever it may be. I think we will get a lot more folks involved on both sides, and I think it would be really successful.

Mayor Pro-Tem Forrister moved to approve the Swimming Pool Theme Nights and Vendors request. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Automatic Annual Solid Waste Fee Increase.

City Manager Gonzales: We are currently doing a rate study for solid waste which should be completed by September. We are asking to not increase the solid waste fees in July and just wait for the study to be completed in September.

Commissioner Fahl made a motion to postpone the automatic annual Solid Waste Fee increase until after the rate study is completed. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Amendment to Capital Appropriation Project A21F2103 Grant.

Assistant City Manager Alvarez: MainStreet received some appropriation for the Foch Street project, and that has taken a little bit of time to get started. We are still holding on some permit approvals. One of the grants is due to expire the end of June, so they have sent out an amendment to extend the grant agreement until 2025. This is a request to

approve the amendment to extend the first grant that they were awarded until 2025 so we can keep going with the project.

Mayor Pro-Tem Forrister made a motion to approve the amendment to the Capital Appropriation Project A21F2103 Grant to extend it until the period indicated. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Revised Parcel Survey for Property Appraisal.

Assistant City Manager Alvarez: I am bringing this parcel back to you. We originally brought it to the Commission quite some time ago as a potential parcel that the city had put up for sale, and prior to offering that property for sale, it has to be surveyed. When the initial survey was done, there was no found designated easement on the trails so it wasn't identified on that survey. At the request of the Commission, we've taken that back to the surveyor so that the trail could be designated as an easement within that survey. It has been re-done to account for a 10ft. maintenance easement for the trail, and if you want to approve this survey, I will proceed forward with getting the parcel appraised and potentially put up for sale. If nothing else, I would urge you to approve the survey so that trail is identified within that property.

Commissioner Fahl: Thank you Traci for bringing this back to us. However, I have a couple of concerns. Looking at that property, there is one flattened area that is probably buyable for development, but on the survey, the land between the city's road, and the river, is that ours, because I would hope that it is. I think that the city should not sell that so that we have green space along the road to the river. When you are looking at that property and you drive by it, there is one area that could be used for development, but the upper part where the trail is, there isn't good access for water and sewer. You would have to get through the Veterans Home to get back there, so I think we need to keep that as a green space.

Assistant City Manager Alvarez: When we were having a second survey done, interestingly enough, the city has never designated that roadway back there, and so we are in the process of designating that as a roadway, and we would probably do a prescriptive easement on that. If you would want to separate any of that parcel, then it would be better to have that done before signing this off. This parcel is where the Veterans Museum is, that's part of that entire parcel. If it's the commission's direction to potentially look at splitting tract 1 up even more, I can see if the surveyor can attend a meeting, because ultimately, he is the one who is going to be out there, so I think it would be beneficial for him to hear exactly from you of where you want it split.

Commissioner Fahl made a motion to table the revised Parcel Survey for Property Appraisal until the surveyor is available to meet with the Commission. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: Request to Revoke Variance at 1401 Platinum.

Assistant City Manager Alvarez: Upon a recommendation from our Planning & Zoning Board, the City Commission granted a variance request at 1401 Platinum to move a mobile home that exceeded the allowable age. That was done back in February of last year, but since that time nothing has been done. The mobile home has not been connected to utilities. They have not done any of the requirements mandated for the variance. I have had a few different conversations with the applicant. We tried to work with her in the beginning. She is a single parent, and finances were tough, and our tap fees are expensive, so getting the taps and plumbing done in the end exceeded what she could afford to do. When I spoke to her, she said that the mobile home was up for sale and she was working with somebody who would potentially be moving it out of the city limits, into the Village of Williamsburg. They were supposedly going through the same process with the Village. She is not the property owner, but the property owner was at our Planning & Zoning meeting where the variance was approved, and they were well aware of what was required at that time. I spoke to both her and the property owner to let them know that the property is in non-compliance. Our Planning & Zoning Commission has wanted to see this property come back to them to revoke the variance because they aren't happy that, after approving something, or recommending approval, it hadn't been developed. They are aware that we are bringing this to you. It went to them on Monday, and they recommended to revoke it as well. If approved by the Commission, then I would work with Jay. We already have a draft letter that we would give to the property owner and the mobile home owner giving them 30 days to either bring it up to code or remove the mobile home from the property. If they don't meet the required amount of days, then we would have to go through the resolution and abatement process where the city would remove the mobile home and then we could potentially put a lien on the property for the cost of that. I do feel that we need to revoke the variance because they haven't met of the standards. She's not living in the unit and it doesn't sound like she is going to.

Mayor Pro-Tem Forrister made a motion to allow staff to revoke the Variance at 1401 Platinum. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Action: Review, Approve and/or Allocate Funds for Geronimo Trail Scenic Byway Application #1 for the Update/Reprint of Hot Springs Brochures.

City Manager Gonzales reviewed the application for the Geronimo Trail Scenic Byway Application #1 for the Update/Reprint of Hot Springs Brochures.

Commissioner Fahl made a motion to allocate funds to the Geronimo Trail Scenic Byway for Application #1 for the Update/Reprint of Hot Springs Brochures in the amount of \$1,800.00 as recommended by the Lodgers Tax Board. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

13. Discussion/Action: Review, Approve and/or Allocate Funds for Geronimo Trail Scenic Byway Application #2 for Website Hosting & Maintenance.

City Manager Gonzales reviewed the application for the Geronimo Trail Scenic Byway Application #2 for Website Hosting & Maintenance.

Mayor Pro-Tem Forrister made a motion to allocate funds to the Geronimo Trail Scenic Byway for Application #2 for Website Hosting & Maintenance in the amount of \$600.00 as recommended by the Lodgers Tax Board. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

14. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Arts Council for Artists of Sierra County Tour.

City Manager Gonzales reviewed the application for the Sierra County Arts Council for Artists of Sierra County Tour.

Mayor Pro-Tem Forrister made a motion to allocate funds to the Sierra County Arts Council for Artists of Sierra County Tour in the amount of \$6,600.00 as recommended by the Lodgers Tax Board. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

15. Discussion/Action: Approval of the Biennial Memorandum of Understanding (MOU) between MainStreet and the City of T or C.

City Manager Gonzales: This is the Biennial Memorandum of Understanding (MOU) that we have with the New Mexico MainStreet Organization. This is to allow the organization to operate within our city.

Commissioner Fahl made a motion to approve the Biennial Memorandum of Understanding (MOU) between MainStreet and the City of T or C. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

16. Discussion/Action: Authorization of transfer of funds to the R & R Water Certificate of Deposit.

City Manager Gonzales: This is a reserve requirement as per the USDA loans. They are pulling money aside and putting it into a Certificate of Deposit.

Commissioner Fahl made a motion to approve the authorization of transfer of funds to the R & R Water Certificate of Deposit. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

Item was removed from the agenda as there were no Purchase Requisitions over \$20,000.

18. Discussion/Action: Award Recommendation for RFP #23-24-008 Ralph Edwards Park Shade Structures.

OJ Hechler, Community Services: As you know we received grant funding for the replacement of the Ralph Edwards Park Shade Structures. We went out for the request for proposals. We had 5 proposals come in. All of the contractors met the minimum qualifications so it basically came down to cost. Pluma, LLC was the lowest bid that we got so we are recommend going with them.

Mayor Pro-Tem Forrister made a motion to Award Recommendation for RFP #23-24-008 Ralph Edwards Park Shade Structures to Pluma LLC. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 11:41 a.m.

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

CITY COMMISSION JUNE 12, 2024 REGULAR MEETING MINUTES

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



Water and Wastewater update

June 2024

Water Trust Board Award

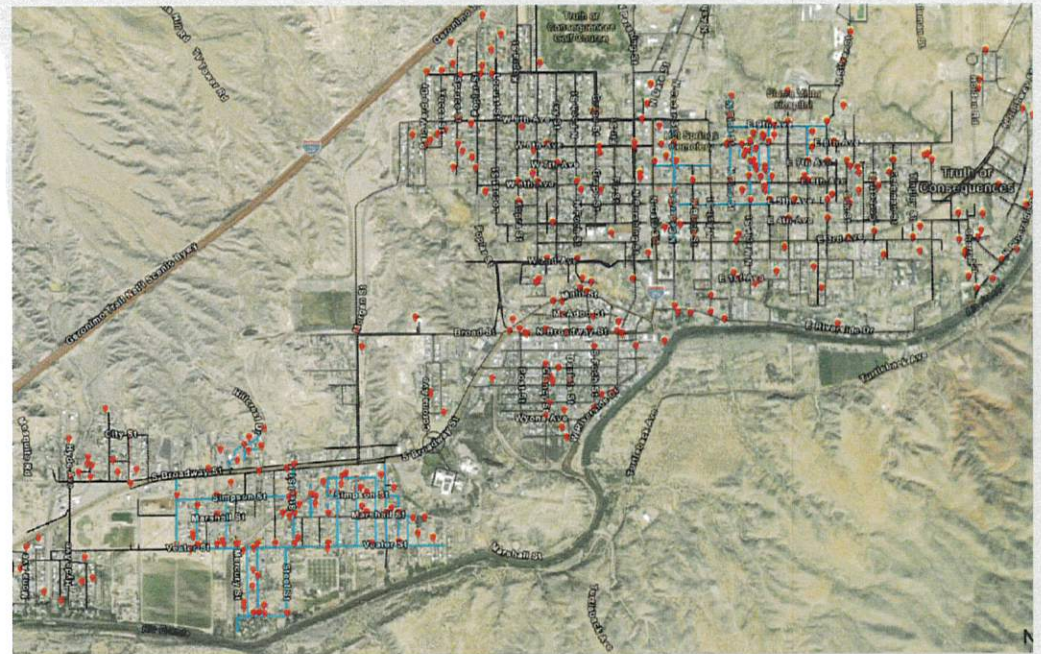
- Award amount \$16 million
- Grant match of \$1.6 million, which has been fully executed. Which will allow us to move forward with the design services for the water lines.



Combining Funds

These funds along with the potential \$4 million from Colonias will be going towards the \$21 Million critical waterline replacement.

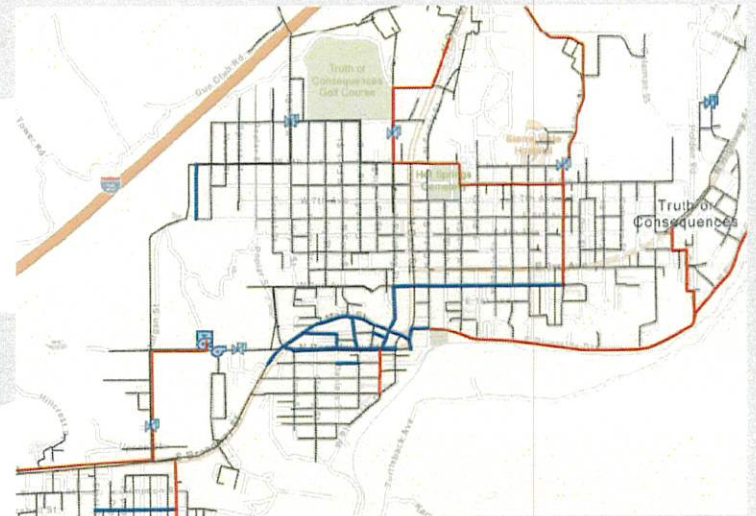
The critical waterline replacement will be replacing the Metal and North Metal streets. (highlighted in blue)



WSPI-1

The Water System Performance Improvement 1 project design is complete. We will be working with the engineer to go to bid soon.

This project will be covering replacement of lines on East 8th and East 9th street. Along with a transmission line and a PRV.





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: G.1

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

DEPARTMENT: Community Development

DATE SUBMITTED: June 19, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Rolf Hechler - Mayor

Summary/Background:

City has received the Geotech report pertaining to the Lee Belle Johnson Center

Recommendation:

Review and discuss report

Attachments:

- Geotechnical Evaluation Report
-

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 6-26-24

GEOTECHNICAL EVALUATION REPORT

TRUTH OR CONSEQUENCES COMMUNITY BUILDING

302 South Foch Street

Truth or Consequences, New Mexico

WT Job No. 32-224055-0

PREPARED FOR:

City of Truth or Consequences

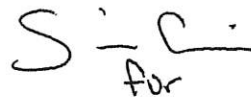
505 Sims Street

City of Truth or Consequences, New Mexico 87901

May 31, 2024



Azupuri Kaba, PhD, PE, PMP
Geotechnical Engineer

A handwritten signature in black ink, appearing to read "S. C. for".

Justin M. Heinecke, PE
Senior Geotechnical Engineer

GEOTECHNICAL ENVIRONMENTAL INSPECTIONS NDT MATERIALS

8305 Washington Place NE,
Albuquerque, New Mexico 87113

(505) 823-4488

rma-western.com

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BORING LOCATION DIAGRAM Plate 1

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APPENDIX B

Soil Properties B-1 to B-2

**GEOTECHNICAL EVALUATION
TRUTH OR CONSEQUENCES COMMUNITY BUILDING
301 SOUTH FOCH STREET
TRUTH OR CONSEQUENCES, NEW MEXICO
JOB NO. 32-224055-0**

1.0 PURPOSE

This report contains the results of our geotechnical evaluation for a proposed rehabilitation of an existing community building in Truth or Consequences, New Mexico. The purpose of these services is to provide information and recommendations regarding:

- Subsurface conditions
- Foundation design parameters
- Lateral earth pressures
- Earthwork guidelines
- Mechanical underpinning
- Drainage
- Groundwater
- Corrosivity (soil to concrete)
- Slabs-on-grade
- Seismic conditions
- Excavation conditions

Results of the field exploration, field tests, and laboratory testing program are presented in the Appendices.

2.0 PROJECT DESCRIPTION

We understand the existing building has experienced distress and will be rehabilitated. Maximum wall and column loads are assumed to be 4 kips per linear foot (klf) and 80 kips, respectively. The building is a one- to two-story structure and is assumed to be supported by spread footings. Should this information not be correct, we should be notified immediately.

3.0 SCOPE OF SERVICES

3.1 Field Exploration

Two test borings were drilled to depths of about 21.5 feet below the existing site grade near the existing building. A field log was prepared for each boring. These logs contain visual

classifications of the materials encountered during drilling as well as interpolation of the subsurface conditions between samples. Final logs, included in Appendix A, represent our interpretation of the field logs and may include modifications based on laboratory observations and tests of the field samples. The final logs describe the materials encountered, their thickness, and the locations where samples were obtained.

The Unified Soil Classification System was used to classify soils. The soil classification symbols appear on the boring logs and are briefly described in Appendix A. Local and regional geologic characteristics were used to estimate the seismic design criteria.

3.2 Laboratory Analyses

Laboratory analyses were performed on representative soil samples to aid in material classification and to estimate pertinent engineering properties of the on-site soils for preparation of this report. Testing was performed in general accordance with applicable standard test methods. The following tests were performed and the results are presented in Appendix B.

- Water content
- Dry density
- Compression
- Expansion
- Plasticity
- Soil pH
- Minimum electrical resistivity
- Soluble sulfate and chloride content
- Gradation

3.3 Analyses and Report

This geotechnical engineering report includes a description of the project, a discussion of the field and laboratory testing programs, a discussion of the subsurface conditions, and design recommendations as appropriate to its purpose. The scope of services for this project does not include, either specifically or by implication, any environmental assessment of the site, discovery of underground storage tanks or other underground structures, or identification of contaminated or hazardous materials or conditions. If there is concern about the potential for such contamination, other studies should be undertaken. We are available to discuss the scope of such studies with you.

4.0 SITE CONDITIONS

4.1 Surface

At the time of our exploration, the site was developed with an existing community building. The ground surface was relatively flat and the building was surrounded by landscaped gravel and sidewalks. Trees, grasses, and agave were planted in landscaped areas. Site drainage appeared to trend to the south as sheet surface flow. The site is bound by McAdoo Street to the north, Sims Street to the south, Foch Street to the east, and Healing Waters Plaza to the west. A photograph of the site at the time of our exploration is provided below.



View of the building from the southwest property corner taken on April 10, 2024.

4.2 Subsurface

As presented on the Boring Logs, surface soils to depths of about 5 feet consisted of Firm Sandy Lean CLAY and very loose to loose Clayey SAND. Groundwater was encountered at 4 feet in both borings. Near surface soils are of medium plasticity. The materials underlying the surface soils and extending to the full depth of exploration consisted of very loose Clayey SAND and loose to dense Poorly-graded SAND. A detailed description of the soils encountered can be found on the boring logs in Appendix A.

5.0 GEOTECHNICAL PROPERTIES & ANALYSIS

5.1 Laboratory Tests

Laboratory test results (see Appendix B) indicate that on-site subsoils near shallow foundation level exhibit medium to high compressibility at existing and elevated water contents.

Near-surface soils are of medium plasticity. These soils exhibit low expansion potential when confined by loads approximating floor loads and saturated. Slabs-on-grade supported on recompacted native soils have a low potential for heaving if the water content of the soil increases.

Chemical tests were performed on representative samples of on-site soils to determine the amount of water-soluble sulfates and chlorides. In addition, minimum electrical resistivity and hydrogen ion concentration (pH) were performed on representative samples. The test results are presented in Appendix B.

5.2 Field Tests

On-site subsoils near the shallow foundation level exhibited very low to low resistance to penetration using the standard penetration test method (ASTM D1586) and ring-lined barrel sampler (ASTM D3550). Penetration resistance values exhibited some variability between test locations. This represents a potential for differential movement within structures supported on existing soils in their present condition.

The boring logs included in this report are indicators of subsurface conditions only at the specific location and date noted. Variations from the field conditions represented by the borings may become evident during construction. If variations appear, we should be contacted to re-evaluate our recommendations.

6.0 RECOMMENDATIONS

6.1 General

Recommendations contained in this report are based on our understanding of the project criteria described in Section 2.0 and the assumption that the soil and subsurface conditions

are those disclosed by the explorations. Others may change the plans, final elevations, number and type of structures, foundation loads, and floor levels during design or construction. Substantially different subsurface conditions from those described herein may be encountered or become known. Any changes in the project criteria or subsurface conditions shall be brought to our attention in writing. This report does not encompass the effects, if any, of underlying geologic hazards or regional groundwater withdrawal and expresses no opinion regarding their effects on surface movements at the project site.

6.2 Design Considerations

Based upon the soil conditions and our observations of the building condition, it appears that the building has experienced differential settlement due to shallow groundwater and firm/loose soil conditions. Mechanical underpinning of the existing foundations using helical or hydraulic piers appears to be the most suitable method of stabilization. Injection grouting using cementitious grout or polyurethane foam may be suitable for re-leveling the interior slab-on-grade.

Additional foundation and interior slab design information is provided herein, should it be needed as part of the rehabilitation process.

Groundwater was encountered during the current explorations at elevations of approximately 4 feet below the ground surface. It is likely that dewatering will be required to facilitate the construction any new foundations. Contractors should satisfy themselves as to the necessity of dewatering and the necessary dewatering methods. Stabilization of soft, wet soils near or below the groundwater level may be required. Due to the shallow groundwater conditions, the walls and floors of below grade areas should be waterproofed. Unless permanent dewatering systems are provided, the design of the walls and floors should include provisions for anticipated hydrostatic pressures.

6.3 Foundation Underpinning

An appropriate remediation option for this building appears to be underpinning using either mechanical methods (helical or hydraulic/push piers) or grouting methods (polyurethane foam or cement-based grouts). The underpinning should occur at selected locations (by the specialty contractor and their engineers) on the perimeter of the building to support the foundations on deeper, more competent soils. If grouting is used, additional locations below the interior floor slab may be included as part of the repair. Piers should be installed to a depth where the design pressure/torque is achieved. Soils likely to generate the design pressure/torque may be present at depths greater than 15 feet, based upon the conditions observed in the borings; however, greater depths may be needed. Similarly, it is recommended that grout injections used for foundation underpinning extend to a similar depth below the ground surface. If grout injections are used solely for leveling the floor slab, shallower depths may be appropriate. If elected and deemed feasible by the contractor, either underpinning method could be used to lift the foundations closer to their original elevations.

6.4 New Spread Foundations

New shallow spread-type footings may be used to support the proposed improvements. Since the on-site soils exhibit high settlement potentials, the foundations should bear on engineered fills achieved by removal and recompaction of the soils below foundations. The depth and lateral extent of the engineered fills is presented in the **EARTHWORK** section of this report.

An allowable bearing capacity of up to 1500 pounds per square foot (psf) may be used in proportioning the footings. Footings should bear a minimum of 18 inches below finished grade, which is the lowest adjacent grade for perimeter footings and floor level for interior footings. Recommended minimum widths of column, wood-frame and/or masonry wall footings are 24 and 16 inches, respectively.

We anticipate that total and differential settlement of the proposed structures, supported as recommended, should be less than 1 inch and $\frac{3}{4}$ inch, respectively. Additional foundation movements could occur if water from any source infiltrates the foundation soils. Therefore, proper drainage should be provided in the final design and during construction.

When new foundations are adjacent to the existing structure, the new foundations should be at least as deep as the existing foundations or the deeper foundations should be

designed for increased loading. Support of the existing foundations would be required if adjacent new foundations will be constructed lower than the existing foundations.

All footings, stem walls and masonry walls should be reinforced to reduce the potential for distress caused by differential foundation movements. The use of joints at openings or other discontinuities in masonry walls is recommended.

We recommend that the geotechnical engineer or his representative observe the footing excavations before reinforcing steel and concrete are placed. This observation is to evaluate whether the soils exposed are similar to those anticipated for support of the footings. Any soft, loose or unacceptable soils should be undercut to suitable materials and backfilled with approved fill materials or lean concrete. Soil backfill should be properly compacted.

6.5 Lateral Design Criteria

Lateral loads may be resisted by concrete interface friction and by passive resistance. For shallow foundations bearing on properly compacted fill at this site, we recommend the following lateral resistance criteria:

- Passive:
 - Shallow wall footings.....200 psf/ft
 - Shallow column footings.....325 psf/ft
- Coefficient of base friction (passive).....0.30

Earth retaining structures less than 5 feet in height, above any free water surface, with level backfill and no surcharge loads may be designed using the equivalent fluid pressure method. Recommended active equivalent fluid pressures and coefficients of base friction for unrestrained elements are:

- Active:
 - Undisturbed subsoil.....40 psf/ft
 - Compacted granular backfill30 psf/ft
 - Compacted site soils (non-clay)35 psf/ft
 - Clay site soilsnot recommended for use
- Coefficient of base friction (active).....0.40

The equivalent fluid pressures presented herein do not include the lateral pressures arising from the presence of:

- hydrostatic conditions, submergence or partial submergence
- sloping backfill, positively or negatively
- surcharge loading, permanent or temporary
- seismic or dynamic conditions

We recommend a free-draining soil layer or manufactured geosynthetic material be constructed adjacent to the back of any retaining walls. A filter may be required between the soil backfill and drainage layer. This drainage zone should help prevent development of hydrostatic pressure on the wall. This vertical drainage zone should be tied into a gravity drainage system at the base of the wall. It is important that all backfill be properly placed and compacted. Backfill should be mechanically compacted in layers. Flooding or jetting should not be permitted. Care should be taken not to damage the walls when placing the backfill. Backfills should be observed and tested during placement.

6.6 Seismic Considerations

Structures should be designed in accordance with applicable building codes. The seismic design parameters presented in the following table, in accordance with the 2015 International Building Code, are applicable to the project site:

Seismic Design Parameters International Building Code 2015	
Soil Site Class	D
Mapped Spectral Response Acceleration at 0.2 sec period (S_s)	0.279g
Mapped Spectral Response Acceleration at 1.0 sec period (S_1)	0.087g
Site Coefficient for 0.2 sec period (F_a)	1.577
Site Coefficient for 1.0 sec period (F_v)	2.400
Design Spectral Response Acceleration at 0.2 sec period (S_{DS})	0.293g
Design Spectral Response Acceleration at 1.0 sec period (S_{D1})	0.139g

The soil site class is based upon conditions identified in shallow explorations and local knowledge of the soil conditions in the vicinity of the site. Soil conditions extending beyond the depth of our explorations to a depth of 100 feet were assumed for the purposes of providing the information presented in the table.

6.7 Conventional Slab-on-Grade Support

Floor slabs can be supported on properly placed and compacted fill. The slab subgrade should be prepared by the procedures outlined in this report. A minimum 4-inch layer of base course should be provided beneath all slabs to help prevent capillary rise and a damp slab. The modulus of subgrade reaction (k) is estimated to be 125 pounds per cubic inch (pci), based upon a 30-inch diameter plate.

The use of vapor retarders or barriers is desirable for any slab-on-grade where the floor will be covered by products using water based adhesives, wood, vinyl backed carpet, impermeable floor coatings (urethane, epoxy, acrylic terrazzo, etc.) or where the floor will be in contact with moisture sensitive equipment or product. When used, the design and installation should be in accordance with the recommendations given in ACI 302.1R and 302.2R. Final determination on the use of a vapor retarder should be left to the slab designer.

All concrete placement and curing operations should follow the American Concrete Institute manual recommendations. Improper curing techniques and/or high slump (high water-cement ratio) could cause excessive shrinkage, cracking or curling. Concrete slabs should be allowed to cure adequately before placing vinyl or other moisture sensitive floor covering.

6.8 Drainage

The major cause of soil problems in this vicinity is moisture increase in soils below structures. Therefore, it is extremely important that positive drainage be provided during construction and maintained throughout the life of the structure. Infiltration of water into utility or foundation excavations must be prevented during construction. Planters or other surface features that could retain water adjacent to the structure should not be constructed. It is also important that proper planning and control of any landscape and irrigation practices be performed.

In areas where sidewalks or paving do not immediately adjoin the structure, protective slopes should be provided with an outfall of 5 percent for at least 10 feet from perimeter walls. Scuppers and drainpipes should be designed to provide drainage away from the structure for a minimum of 10 feet. Backfill against footings, exterior walls, and in utility and sprinkler line trenches should be well compacted and free of all construction debris to minimize the possibility of moisture infiltration.

6.9 Corrosivity to Concrete

The chemical test results indicate that the soils at the site are classified as Class S0 in accordance with Table 19.3.1.1 of ACI 318-19. However, in order to be consistent with standard local practice and for reasons of material availability, we recommend that Type II Portland cement be used for all concrete on and below grade.

7.0 EARTHWORK

7.1 General

The conclusions contained in this report for the proposed construction are contingent upon compliance with recommendations presented in this section. Any excavating, trenching, or disturbance that occurs after completion of the earthwork must be backfilled, compacted and tested in accordance with the recommendations contained herein. It is not reasonable to rely upon our conclusions and recommendations if any future unobserved and untested trenching, earthwork activities or backfilling occurs.

Although fills or underground facilities such as septic tanks, cesspools, basements, utilities, and dry wells were not observed, such features might be encountered during construction. These features should be demolished in accordance with the recommendations of the geotechnical engineer. Any loose or disturbed soils resulting from demolition should be removed or recompacted as engineered fill and any excavations should be backfilled in accordance with recommendations presented herein.

7.2 Site Clearing

In any new foundation areas, strip and remove any existing fill material, vegetation, debris, and any other deleterious materials from the foundation areas. All exposed surfaces should be free of mounds and depressions that could prevent uniform compaction.

7.3 Excavation

We anticipate that excavations for shallow foundations and utility trenches for the proposed construction can be accomplished with conventional equipment. Excavations penetrating the underlying groundwater will require dewatering to facilitate construction.

On-site will pump or become unworkable at high water contents. Workability may be improved by scarifying and drying. Over-excavation of wet zones and replacement with granular materials may be necessary. The use of lightweight excavation and compaction equipment may be required to minimize subgrade pumping.

The soils to be penetrated by the proposed excavations may vary significantly across the site. Our soil classifications are based solely on the materials encountered in widely spaced exploratory test borings. The contractor should verify that similar conditions exist throughout the proposed area of excavation. If different subsurface conditions are found at the time of construction, we should be contacted immediately to evaluate the conditions encountered.

7.3.1 Temporary Excavations and Slopes

Temporary, non-surcharged construction excavations should be sloped or shored. The individual contractor should be made responsible for designing and constructing stable, temporary excavations as required to maintain stability of both the excavation sides and bottom. All excavations should be sloped or shored in the interest of safety following local and federal regulations, including current OSHA excavation and trench safety standards. OSHA recommends a maximum slope inclination of $\frac{3}{4}$:1 (horizontal:vertical) for Type A soils, 1:1 for Type B soils, and $1\frac{1}{2}$:1 for Type C soils.

As a safety measure, it is recommended that all vehicles and soil piles be kept a minimum lateral distance back from the crest of the slope at least equal to the slope height. The exposed slope face should be protected against the elements.

7.4 Foundation Preparation

In footing areas, remove and recompact the existing soils to a minimum depth of 3 feet below the bottom of footings or 4 feet below existing site grades, whichever is deeper. Removal and recompaction should extend a minimum of 3 feet beyond the footing edges.

Where new foundations are constructed adjacent to existing foundations, the removal should extend laterally to the edge of the existing foundations and straight down along the edge of the existing footings. The existing foundations should not be undermined. Furthermore, it is recommended that removal and recompaction of soils next to existing foundations occur in segments not exceeding 15 linear feet.

7.5 Conventional Interior Slab Preparation

Slabs-on-grade should be founded on engineered fill material. Remove existing soils to a minimum depth of 2 feet below the bottom of the slab. Replace with properly compacted, low-expansive, fill material.

7.6 Materials

Clean on-site soils with low expansive potentials and maximum diameter of 6 inches or imported materials may be used as fill material for the following:

- Foundation areas
- Interior slab areas¹
- Pavement areas
- Backfill

Frozen soils should not be used as fill or backfill.

Imported soils should conform to the following:

- Gradation (ASTM C136): percent finer by weight

6"	100
4"	85-100
¾"	70-100
No. 4 Sieve	50-100
No. 200 Sieve	30 (max)
- Maximum expansive potential (%)² 1.5
- Maximum Plasticity Index (PI) 5

¹ On-site clay soils are not recommended for use within 18 inches of the bottom of slabs-on-grade or as structural backfill behind retaining walls.

² Measured on a sample compacted to approximately 95 percent of the ASTM D1557 maximum dry density at about 2 percent below optimum water content. The sample is confined under a 144 psf surcharge and submerged.

- Maximum soluble sulfates (%)0.10

Base course should conform to the NMDOT or other local government specifications.

7.7 Placement and Compaction

- Place and compact fill in horizontal lifts, using equipment and procedures that will produce recommended water contents and densities throughout the lift.
- Uncompacted lift thickness should not exceed 10 inches.
- Materials should be compacted to the following:

Minimum Percent Material Compaction (ASTM D1557)

- On-site or imported soil, reworked and fill:
 - Below footings..... 95
 - Below slabs-on-grade..... 90
- Base course below slabs-on-grade and foundations 95
- Nonstructural backfill 90

On-site clayey soils should be compacted within a water content range of 1 percent below to 3 percent above optimum. Imported and on-site granular soils with low expansion potential should be compacted within a water content range of 3 percent below to 3 percent above optimum.

7.8 Compliance

Recommendations for foundations and slabs-on-grade supported on compacted fills or prepared subgrade depend upon compliance with the **EARTHWORK** recommendations. To assess compliance, observation and testing should be performed under the direction of a WT geotechnical engineer. Please contact us to provide these observation and testing services.

8.0 PLAN REVIEW

Foundation and grading plans were not available at the time of this report. WT should be retained to review the final plans to determine if they are consistent with the recommendations presented in this report. If the Client does not retain WT to review the plans and specifications, WT shall have no responsibility for the suitability of the plans for project application.

9.0 ADDITIONAL SERVICES (*Optional*)

The recommendations provided in this report are based on the assumption that a sufficient schedule of tests and observations will be performed during construction to verify compliance. At a minimum, these tests and observations should be comprised of the following:

- Observations and testing during site preparation and earthwork,
- Observation of foundation excavations, and
- Consultation as may be required during construction.

Retaining the geotechnical engineer who developed your report to provide construction observation is the best way to verify compliance and to help you manage the risks associated with unanticipated conditions.

10.0 LIMITATIONS

This report has been prepared assuming the project criteria described in **2.0 PROJECT DESCRIPTION**. If changes in the project criteria occur, or if different subsurface conditions are encountered or become known, the conclusions and recommendations presented herein shall become invalid. In any such event, WT should be contacted in order to assess the effect that such variations may have on our conclusions and recommendations. If WT is not retained for the construction observation and testing services to determine compliance with this report, our professional responsibility is accordingly limited.

The recommendations presented are based entirely upon data derived from a limited number of samples obtained from widely spaced explorations. The attached logs are indicators of subsurface conditions only at the specific locations and times noted. This report assumes the

uniformity of the geology and soil structure between explorations, however variations can and often do exist. Whenever any deviation, difference, or change is encountered or becomes known, WT should be contacted.

This report is for the exclusive benefit of our client alone. There are no intended third-party beneficiaries of our contract with the client or this report, and nothing contained in the contract or this report shall create any express or implied contractual or any other relationship with, or claim or cause of action for, any third party against WT.

This report is valid for the earlier of one year from the date of issuance, a change in circumstances, or discovered variations. After expiration, no person or entity shall rely on this report without the express written authorization of WT.

11.0 CLOSURE

We prepared this report as an aid to the designers of the proposed project. The comments, statements, recommendations and conclusions set forth in this report reflect the opinions of the authors. These opinions are based upon data obtained at the location of the explorations, and from laboratory tests. Work on your project was performed in accordance with generally accepted standards and practices utilized by professionals providing similar services in this locality. No other warranty, express or implied, is made.



Approximate Boring Location



NOT TO SCALE



Western Technologies
An RMA Company

PROJECT:

T OR C COMMUNITY CENTER

JOB NO.:

32-224055-0

BORING LOCATION DIAGRAM

PLATE

1

Allowable Soil Bearing Capacity	The recommended maximum contact stress developed at the interface of the foundation element and the supporting material.
Backfill	A specified material placed and compacted in a confined area.
Base Course	A layer of specified aggregate material placed on a subgrade or subbase.
Base Course Grade	Top of base course.
Bench	A horizontal surface in a sloped deposit.
Caisson/Drilled Shaft	A concrete foundation element cast in a circular excavation which may have an enlarged base (or belled caisson).
Concrete Slabs-On-Grade	A concrete surface layer cast directly upon base course, subbase or subgrade.
Crushed Rock Base Course	A base course composed of crushed rock of a specified gradation.
Differential Settlement	Unequal settlement between or within foundation elements of a structure.
Engineered Fill	Specified soil or aggregate material placed and compacted to specified density and/or moisture conditions under observations of a representative of a soil engineer.
Existing Fill	Materials deposited through the action of man prior to exploration of the site.
Existing Grade	The ground surface at the time of field exploration.
Expansive Potential	The potential of a soil to expand (increase in volume) due to absorption of moisture.
Fill	Materials deposited by the actions of man.
Finished Grade	The final grade created as a part of the project.
Gravel Base Course	A base course composed of naturally occurring gravel with a specified gradation.
Heave	Upward movement.
Native Grade	The naturally occurring ground surface.
Native Soil	Naturally occurring on-site soil.
Rock	A natural aggregate of mineral grains connected by strong and permanent cohesive forces. Usually requires drilling, wedging, blasting or other methods of extraordinary force for excavation.
Sand and Gravel Base Course	A base course of sand and gravel of a specified gradation.
Sand Base Course	A base course composed primarily of sand of a specified gradation.
Scarify	To mechanically loosen soil or break down existing soil structure.
Settlement	Downward movement.
Soil	Any unconsolidated material composed of discrete solid particles, derived from the physical and/or chemical disintegration of vegetable or mineral matter, which can be separated by gentle mechanical means such as agitation in water.
Strip	To remove from present location.
Subbase	A layer of specified material placed to form a layer between the subgrade and base course.
Subbase Grade	Top of subbase.
Subgrade	Prepared native soil surface.

COARSE-GRAINED SOILS

LESS THAN 50% FINES

GROUP SYMBOLS	DESCRIPTION	MAJOR DIVISIONS
GW	WELL-GRADED GRAVEL OR WELL-GRADED GRAVEL WITH SAND, LESS THAN 5% FINES	GRAVELS MORE THAN HALF OF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE SIZE
GP	POORLY-GRADED GRAVEL OR POORLY-GRADED GRAVEL WITH SAND, LESS THAN 5% FINES	
GM	SILTY GRAVEL OR SILTY GRAVEL WITH SAND, MORE THAN 12% FINES	
GC	CLAYEY GRAVEL OR CLAYEY GRAVEL WITH SAND, MORE THAN 12% FINES	
SW	WELL-GRADED SAND OR WELL-GRADED SAND WITH GRAVEL, LESS THAN 5% FINES	SANDS MORE THAN HALF OF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE SIZE
SP	POORLY-GRADED SAND OR POORLY-GRADED SAND WITH GRAVEL, LESS THAN 5% FINES	
SM	SILTY SAND OR SILTY SAND WITH GRAVEL, MORE THAN 12% FINES	
SC	CLAYEY SAND OR CLAYEY SAND WITH GRAVEL, MORE THAN 12% FINES	

NOTE: Coarse-grained soils receive dual symbols if they contain 5% to 12% fines (e.g., SW-SM, GP-GC).

FINE-GRAINED SOILS

MORE THAN 50% FINES

GROUP SYMBOLS	DESCRIPTION	MAJOR DIVISIONS
ML	SILT, SILT WITH SAND OR GRAVEL, SANDY SILT, OR GRAVELLY SILT	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50
CL	LEAN CLAY OF LOW TO MEDIUM PLASTICITY, SANDY CLAY, OR GRAVELLY CLAY	
OL	ORGANIC SILT OR ORGANIC CLAY OF LOW TO MEDIUM PLASTICITY	
MH	ELASTIC SILT, SANDY ELASTIC SILT, OR GRAVELLY ELASTIC SILT	SILTS AND CLAYS LIQUID LIMIT MORE THAN 50
CH	FAT CLAY OF HIGH PLASTICITY, SANDY FAT CLAY, OR GRAVELLY FAT CLAY	
OH	ORGANIC SILT OR ORGANIC CLAY OF HIGH PLASTICITY	HIGHLY ORGANIC SOILS
PT	PEAT AND OTHER HIGHLY ORGANIC SOILS	

NOTE: Fine-grained soils may receive dual classification based upon plasticity characteristics (e.g. CL-ML).

SOIL SIZES

COMPONENT	SIZE RANGE
BOULDERS	Above 12 in.
COBBLES	3 in. – 12 in.
GRAVEL	No. 4 – 3 in.
Coarse	¾ in. – 3 in.
Fine	No. 4 – ¾ in.
SAND	No. 200 – No. 4
Coarse	No. 10 – No. 4
Medium	No. 40 – No. 10
Fine	No. 200 – No. 40
Fines (Silt or Clay)	Below No. 200

NOTE: Only sizes smaller than three inches are used to classify soils

CONSISTENCY

CLAYS & SILTS	BLOWS PER FOOT
VERY SOFT	0 – 2
SOFT	3 – 4
FIRM	5 – 8
STIFF	9 – 15
VERY STIFF	16 – 30
HARD	OVER 30

RELATIVE DENSITY

SANDS & GRAVELS	BLOWS PER FOOT
VERY LOOSE	0 – 4
LOOSE	5 – 10
MEDIUM DENSE	11 – 30
DENSE	31 – 50
VERY DENSE	OVER 50

NOTE: Number of blows using 140-pound hammer falling 30 inches to drive a 2-inch-OD (1½-inch ID) split-barrel sampler (ASTM D1586).

PLASTICITY OF FINE GRAINED SOILS

PLASTICITY INDEX	TERM
0	NON-PLASTIC
1 – 7	LOW
8 – 20	MEDIUM
Over 20	HIGH

DEFINITION OF WATER CONTENT

DRY
SLIGHTLY DAMP
DAMP
MOIST
WET
SATURATED



METHOD OF CLASSIFICATION

PLATE

A-2

The number shown in **"BORING NO."** refers to the approximate location of the same number indicated on the "Boring Location Diagram" as positioned in the field by pacing or measurement from property lines and/or existing features, or through the use of Global Positioning System (GPS) devices. The accuracy of GPS devices is somewhat variable.

"DRILLING TYPE" refers to the exploratory equipment used in the boring wherein **HSA = hollow stem auger**, and the dimension presented is the outside diameter of the HSA used.

"N" in "BLOW COUNTS" refers to a 2-inch outside diameter split-barrel sampler driven into the ground with a 140 pound drop-hammer dropped 30 inches repeatedly until a penetration of 18 inches is achieved or until refusal. The number of blows, or "blow count", of the hammer is recorded for each of three 6-inch increments totaling 18 inches. The number of blows required for advancing the sampler for the last 12 inches (2nd and 3rd increments) is defined as the Standard Penetration Test (SPT) "N"-Value. Refusal to penetration is considered more than 50 blows per 6 inches. (Ref. ASTM D1586).

"R" in "BLOW COUNTS" refers to a 3-inch outside diameter ring-lined split barrel sampler driven into the ground with a 140 pound drop-hammer dropped 30 inches repeatedly until a penetration of 12 inches is achieved or until refusal. The number of blows required to advance the sampler 12 inches is defined as the "R" blow count. The "R" blow count requires an engineered conversion to an equivalent SPT N-Value. Refusal to penetration is considered more than 50 blows per foot. (Ref. ASTM D3550).

"CS" in "BLOWS/FT." refers to a 2½-in. outside diameter California style split-barrel sampler, lined with brass sleeves, driven into the ground with a 140-pound hammer dropped 30 inches repeatedly until a penetration of 18 inches is achieved or until refusal. The number of blows of the hammer is recorded for each of the three 6-inch increments totaling 18 inches. The number of blows required for advancing the sampler for the last 12 inches (2nd and 3rd increments) is defined as the "CS" blow count. The "CS" blow count requires an engineered conversion to an equivalent SPT N-Value. Refusal to penetration is considered more than 50 blows for a 6-inch increment. (Ref. ASTM D 3550)

"SAMPLE TYPE" refers to the form of sample recovery, in which **N** = Split-barrel sample, **R** = Ring-lined sample, **"CS"** = California style split-barrel sample, **G** = Grab sample, **B** = Bucket sample, **C** = Core sample (ex. diamond bit rock coring).

"DRY DENSITY (LBS/CU FT)" refers to the laboratory-determined dry density in pounds per cubic foot. The symbol **"NR"** indicates that no sample was recovered.

"WATER (MOISTURE) CONTENT" (% of Dry Wt.) refers to the laboratory-determined water content in percent using the standard test method ASTM D2216.

"USCS" refers to the "Unified Soil Classification System" Group Symbol for the soil type as defined by ASTM D2487 and D2488. The soils were classified visually in the field, and where appropriate, classifications were modified by visual examination of samples in the laboratory and/or by appropriate tests.

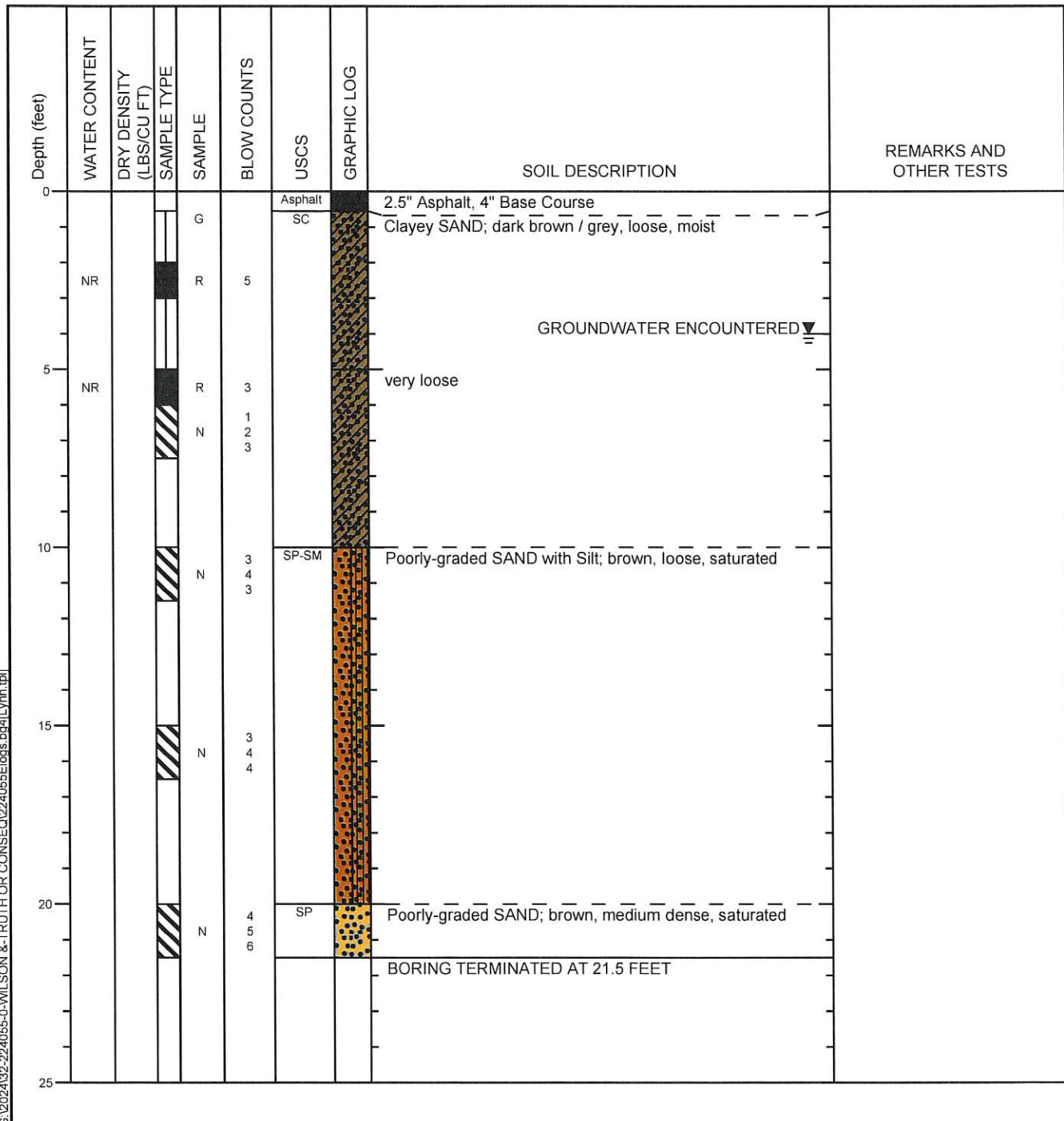
These notes and boring logs are intended for use in conjunction with the purposes of our services defined in the text. Boring log data should not be construed as part of the construction plans nor as defining construction conditions.

Boring logs depict our interpretations of subsurface conditions at the locations and on the date(s) noted. Variations in subsurface conditions and characteristics may occur between borings. Groundwater levels may fluctuate due to seasonal variations and other factors.

The stratification lines shown on the boring logs represent our interpretation of the approximate boundary between soil or rock types based upon visual field classification at the boring location. The transition between materials is approximate and may be more or less gradual than indicated.

Project: T OR C COMMUNITY BUILDING	BORING NO. 1	 Western Technologies An RMA Company
Project Number: 32-224055-0		

Date(s) Drilled 4/10/2024	Logged By S. O'HERRON-ALEX	Checked By A. KABA
Drilling Method HOLLOW STEM AUGER	Drill Bit Size/Type 7"	Total Depth of Borehole 21.5
Drill Rig Type CME 75	Drilling Contractor ENVIRO-DRILL	Approximate Surface Elevation NOT DETERMINED
Groundwater Level and Date Measured GROUNDWATER ENCOUNTERED	Sampling Method(s) GRAB, RING, SPT	Hammer Data 140-LB AUTOHAMMER
Borehole Backfill AUGER CUTTINGS	Location SEE LOCATION DIAGRAM	



Project: T OR C COMMUNITY BUILDING	BORING NO. 2	 Western Technologies An RMA Company
Project Number: 32-224055-0		

Date(s) Drilled 4/10/2024	Logged By S. O'HERRON-ALEX	Checked By A. KABA
Drilling Method HOLLOW STEM AUGER	Drill Bit Size/Type 7"	Total Depth of Borehole 21.5
Drill Rig Type CME 75	Drilling Contractor ENVIRO-DRILL	Approximate Surface Elevation NOT DETERMINED
Groundwater Level and Date Measured GROUNDWATER ENCOUNTERED	Sampling Method(s) GRAB, RING, SPT	Hammer Data 140-LB AUTOHAMMER
Borehole Backfill AUGER CUTTINGS	Location SEE LOCATION DIAGRAM	

Depth (feet)	WATER CONTENT	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOW COUNTS	USCS	GRAPHIC LOG	SOIL DESCRIPTION	REMARKS AND OTHER TESTS
0						Asphalt		3.5" Asphalt, 4" Base Course	
29.5				G		CL		Sandy Lean CLAY; dark brown / grey, firm, moist to wet	
22.1		86		R	21				
								GROUNDWATER ENCOUNTERED	
5						SP		Poorly-graded SAND; grey, medium dense, saturated	
NR				R	20				
NR				N	10				
					11				
					9			trace gravel	
10									
				N	9				
					11				
					14				
				N	21			dense	
15									
				N	14				
					4				
					8			medium dense	
20									
								BORING TERMINATED AT 21.5 FEET	
25									

Boring No.	Depth (ft.)	USCS Class.	Initial Dry Density (pcf)	Initial Water Content (%)	Compression Properties			Expansion Properties		Plasticity		Soluble Chloride (ppm)	Soluble Sulfate (ppm)	Minimum Resistivity (OHM-CM)	pH	Remarks
					Surcharge (ksf)	Total Compression (%)		Surcharge (ksf)	Expansion (%)	Liquid Limit	Plasticity Index					
						In-Situ	After Saturation									
1	0-5	SC		15.7						29	12	70	48	1300	7	
2	1-2	CL	86	22.1				0.1	0.3							1,2
2	1-2	CL	86	22.1	0.5	1.0	2.9									2
					1.0		4.6									2,4
					2.0		6.9									2
					4.0		9.1									2

Note: Initial Dry Density and Initial Water Content are in-situ values unless otherwise noted.
NP = Non-Plastic

Remarks

1. Compacted density (approx. 95% of ASTM D1557 max. density at moisture content slightly below optimum.)
2. Submerged to approximate saturation.
3. Slight rebound after saturation.
4. Sample disturbance observed.



PROJECT: T OR C COMMUNITY BUILDING
JOB NO.: 32-224055-0

SOIL PROPERTIES

PLATE
B-1

SOIL PROPERTIES																			
Boring No.	Depth (ft.)	Soil Class	Particle Size Distribution - (%) Passing by Weight														Plasticity		Remarks
			1¼"	1"	¾"	½"	3/8"	#4	#8	#10	#16	#30	#40	#50	#100	#200	L L	P I	
1	0-5	SC	-	100	99	96	94	87	79	78	74	67	60	52	33	25	29	12	
2	0-5	CL	-	100	93	91	89	87	85	85	83	82	80	78	75	67	30	11	

Note: NP = Non-Plastic
Samples obtained excluded cobbles and boulders.



PROJECT: T OR C COMMUNITY BUILDING
JOB NO.: 32-224055-0

SOIL PROPERTIES

PLATE

B-2



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: G.2

SUBJECT: Discussion/Update/Presentation
DEPARTMENT: Community Development
DATE SUBMITTED: June 19, 2024
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Alfredo Holquin – Wilson & Co.

Summary/Background:

Update Commission on various project statuses

Recommendation:

None

Attachments:

-
-

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 6-26-24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: H.1

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

DEPARTMENT: Community Development

DATE SUBMITTED: June 19, 2024

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

The ICIP is a five-year plan and helps to plan for the development of capital improvements. Some examples of what the ICIP projects include are streets and roads, sewer collection and treatment, water transmission and storage, airports, public safety projects, vehicles and equipment. Projects must be over \$10,000.00 and a life expectancy of at least 10 years.

Recommendation:

Receive Public Comment

Attachments:

- ICIP Presentation
- Public Hearing Notice
- ICIP Public Comments
- ICIP PUAB Comments (draft minutes)

Fiscal Impact (Finance): TBD

[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 6-26-24

City of Truth or Consequences ICIP (Infrastructure Capital Improvement Plan)

What is Infrastructure?

- * Infrastructure refers to the fundamental facilities and systems serving a country, city, or area, including the services and facilities necessary for its economy to function and can be defined as "the physical components of interrelated systems providing commodities and services essential to enable, sustain, or enhance societal living conditions."



What is the ICIP?

- * The local Infrastructure Capital Improvement Plan (ICIP) is a plan that establishes planning priorities for anticipated capital projects.
- * Covers a five year period, 2026-2030
- * Developed, updated and submitted annually to LGD.
- * Includes policy direction, funding time frame, estimated costs, justifications, and details of each infrastructure capital improvement project proposed.
- * ICIP is NOT a Funding Source or a Funding Application

Purpose of the ICIP

- *The ICIP is a tool to showcase priority projects
- *Focus on critical need projects
- *Encourage planning
- *Funding agencies utilize the ICIP, some require it
- *Governor's office uses the ICIP when vetting projects

ICIP Project Requirements

- *Project should create a new fixed asset or enhance an existing fixed asset.
- *Have a life expectancy of at least 10 years
- *Be ready to proceed - not a wish list
- *Have good cost estimates
- *Be over \$10,0000
- *Identify funding resources
- *Regionalize
- *Input and submit all project information by July 12, 2024

Developing the Local Infrastructure Capital Improvement Plan

ID Projects (New & Current Assets) Obtain Costs

- a. Collaborate with all departments
- b. Estimate Cost
- c. Include operating and maintenance expenses

Prioritize - Critical Criteria

- a. Public Health and Safety
- b. Legal liability
- c. Timeline
- d. Emergency
- e. Compliance

Identify Available Funding Sources

- * Legislative Capital Outlay - State Appropriations
- * Community Development Block Grant (CDBG)
- * USDA Rural Development
- * New Mexico Finance Authority
 - * Water Trust Board
 - * Colonias Infrastructure Fund
 - * Drinking Water and Clean Water Revolving Loan Funds
- * Aging and Long-Term Services
- * NMDOT - Streets and Airport
- * Bureau of Reclamation - WaterSMART Water and Energy Efficiency Grants
- * NM Tourism
- * Local Funds

2026-2030 Projects Selection Process

- * Review Current ICIP List and update current projects fully or partially funded
- * Review Department Capital Outlay Lists
- * Update changes and priorities
- * Review Current ICIP List and identify “hard to fund” projects
- * Review Current List for large projects that can be phased
- * Identify 3-5 priority projects for Capital Outlay requests - Capital Outlay requests \$500K-\$1M

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Angie Gonzales
City Manager*

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

NOTICE OF PUBLIC HEARING 2026-2030 Infrastructure Capital Improvement Plan

The City of Truth or Consequences wishes to inform all interested parties that a public hearing will be held for public input of projects and purchases that should be included on the City's ICIP (Infrastructure and Capital Improvement Plan).

The ICIP is a five-year plan and helps to plan for the development of capital improvements. Some examples of what the ICIP projects include are streets and roads, sewer collection and treatment, water transmission and storage, airports, public safety projects, vehicles and equipment. Projects must be over \$10,000.00 and a life expectancy of at least 10 years.

The City of Truth or Consequences ICIP hearing will be held on Wednesday, June 2026, 2024 during the regularly scheduled City Commission Meeting at the Commission Chambers, 405 W. 3rd St., Truth or Consequences, NM. Residents are encouraged to attend and provide their input on projects they believe should be included.

For information, please contact the City of Truth or Consequences Community Development Department at (575) 952-0565. Please send written comments to City of Truth or Consequences, Community Development Department, 505 Sims Street, Truth or Consequences, NM 87901 or email your comments to talvarez@torcnm.org

Written comments must be received no later than 5pm on June 24, 2024

Sentinel:

From: [Traci Alvarez](#)
To: [John Masterson](#)
Subject: RE: ICIP public input
Date: Wednesday, May 29, 2024 5:06:00 PM

Thank you John,
Input has been received and will be presented as public input to the City Commission during the applicable meeting for their review and input.
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



From: John Masterson <magnafix@gmail.com>
Sent: Wednesday, May 29, 2024 10:24 AM
To: Traci Alvarez <talvarez@torcnm.org>
Subject: ICIP public input

Just to make sure it's on the list :)

Implementation of the Turtleback Trails Network Concept Plan, including a pedestrian bridge across the Rio Grande at Rotary Park.

https://www.torcnm.org/services/community_services/turtleback_trails.php

May 15 · 🌐

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 Jay Armijo and 11 others

16 comments 24 shares

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Comment

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All comments

- 

Write a comment...
- 

Steve Green

A motocross track.  2

5w Like Reply
- 

Sandra Carrera

We need sidewalks throughout the city to accommodate everyone walking or using their wheelchairs. The individuals here in our nursing home are forced to walk or have their wheelchairs in the road because we have no sidewalks for them. The elementary school only has sidewalks on the north side of the school. This is a big problem throughout T or C.

5w Like Reply  7
- 

Renee Thorpe

Sandra Carrera

oh but main Street got over a million for what again??? But yet the roads and sidewalks are still not repaired. But main St needs to be beautiful..lol it kills me every time they get money for what again??

4w Like Reply
- 

Dukatt Tie-dye

Sandra Carrera

hopefully not like the sidewalk they put in front of my shop down third Street !

4w Like Reply 
- 

DaRonda Garrett

Adult Daycare. More for senior citizens.

5w Like Reply 

Allison Sorg

Jeanne Sellars a splash pad for kids at the park!

5w Like Reply



Top fan

Susan McGeachy

it is time to put in water pipes it is time to pave all of the roads the city is making more money than it's ever made before we have movies being made let's start putting money back into the infrastructure Gallup got money from the federal government to build a new water system why are we doing something

5w Like Reply



Renee Thorpe

Susan McGeachy didn't Juan last city manager start with all those grants the colonial grant of 800k what ever happened to that money and the start of water .pipes ..hmm that's another one where is that grant monies? Because it doesn't look as if anything was really done back in 2019??

4w Like Reply



Top fan

Susan McGeachy

playing whack-a-mole with the water pipes and paying an outside vendor to continually repair it is costing the citizens of Truth or Consequences a lot of money

5w Like Reply



Top fan

Susan McGeachy

the people of Truth or Consequences paid out of their taxes for years and years to help pay for the Spaceport why can't we pay in for water pipes the same way

5w Like Reply



Renee Thorpe

Just to say you want input from the city ..but did you really listen about the meters ? No you didn't .so if the city does give any type of feed back are you going to listen .or technically just blow them off like the smart meters

4w Like Reply

Renee Thorpe

LMAO the airport ..really it's not used by the public so why even add that in there ??

4w Like Reply

Kari Bush Fresquez

Infrastructure improvements: water, electrical, roads, sidewalks

4w Like Reply



Merry Jo Wilson Fahl

Kari Bush Fresquez that's great Kari but we need site specific ideas

People who shared this



Brendan Tolley

May 15 · 🌐



The City of Truth or Consequences Public Information

May 15 · 🌐

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Cheryl Davis



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Tim Kuzdrowski  **Sierra County NM Square**

May 15 · 🌐

The City of Truth or Consequences Public Information



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Kim Hignight

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Tony Caquias  Sierra County Square

May 15 · 



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Victoria Bree Ember  Sierra County New Mexico Happenings news and shared public information

May 16 · 

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The City of Truth or Consequences Public Information

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Tony Caquias Sierra County Square

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Julie Catuccio  Local Businesses In T or C and Sierra County....

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Julie Catuccio  **Sierra county seek and find wanted and needed !!!!** ...

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Julie Catuccio sierra county new mexico fleamarket and posting for finding jobs ...

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The City of Truth or Consequences Public Information

May 15 ·

****PUBLIC INPUT REQUESTED****

2026-2030 Infrastructure Capital Improvement Plan

The City of Truth or Consequences is seeking public input for projects and purchases that should be included on the City's ICIP (Infrastructure Capital Improvement Plan).

The ICIP is a five-year plan and helps to plan for the development of capital improvements. Some examples of what the ICIP projects include are streets and roads, sewer collection and treatment, water transmission and storage, airports, public safety projects, vehicles and equipment. Projects must be over \$10,000.00 and a life expectancy of at least 10 years.

For information, please contact the City of Truth or Consequences Community Development Department at (575) 952-0565. Please send written comments to City of Truth or Consequences, Community Development Department, 505 Sims Street, Truth or Consequences, NM 87901 or email your comments to talvarez@torcnm.org. Written comments must be received no later than 5pm on June 12, 2024. A public meeting will be held on May 22nd during the regularly scheduled Commission Meeting for public comment and input.



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Marlena Benjamin ...

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Tim Kuzdrowski Sierra County NM Square

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 12

12  3 

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All comments 



Vicki Cecil Sears

How about a new sewer system for Mims, rodeo arena and Riverside????

5w Like Reply Share

 4



Micki Herbert

How about traffic cops to stop speeders

5w Like Reply Share Edited

 2



Norma Montoya

How about pave dirt roads in town and redo All those that need fixing. There are some of the oldest city roads like City Street that have never been paved.

5w Like Reply Share

  2



Victoria A. Holt

Submit your requests in writing....

5w Like Reply Share

 2



Amy Jorgenson Gants

Don't the water pipes basically all need replacing? And doesn't the city waste more water in leaking pipes than they own water rights for? And isn't the drinking water questionable at best?

Seems like no brainer. Fix the water pipes, proactively rather than reactively. Buy more water rights, and fix the drinking water quality problems (new pipes probably will fix that).

5w Like Reply Share

  8



Marla Lack Gillespie

Water lines, and sewer lines, water to fire hydrants all of them

5w Like Reply Share

  6



Cheyenne Grijalva

Blowing smoke 🤔

5w Like Reply Share



Bruce Williams

Just don't want any more circles

5w Like Reply Share

  2



Bobbi Woolford
Repaving the OLD STREETS

5w Like Reply Share



Cheyenne Grijalva
You sure we don't need a couple more dollar generals and roundabouts first? 🤔

5w Like Reply Share



Oran Cumiford
How about quit spending money on du.b crap like new vehicles and use the unused vehicles T or C has to fix the real problems like water lines, road repair after water lines break. The "natural spring" on river side and magnolia that sprung up last year then quit when water department worked on magnolia and now I hear it naturally strange again in the middle of riverside. It caused my sister to wreck during the winter. Now its sprang up lower. My moms road was flooded for months they went and fixed it and left a pile of dirt in the road then broke north of her and fixed then broke in between the two. But somehow those people didn't have a big pile of dirt near their house like she did? And she said the road crew still hasn't fixed it after complaints

4w Like Reply Share



MorningStar Black
Please vote on water and sewer projects

4w Like Reply Share



Some posts may not appear here because of their privacy settings

Torres, Angela

From: aatorres@torcnm.org
To: Traci Alvarez
Subject: RE: ICIP input

From: Kathleen Sloan <kathleen.sloan@gmail.com>
Sent: Sunday, June 23, 2024 11:43 AM
To: Gonzales, Angela <agonzales@torcnm.org>; Traci Alvarez <talvarez@torcnm.org>
Subject: ICIP input

Hello,

Please find below Kathleen Sloan's suggestions for ICIP projects for 2026-2030

1. SCADA for whole water system that centralizes Pressure Regulation Valve transmissions and adjustments that enables the water/wastewater department to detect leaks and leak locations instead of the current system of "trial and error," as characterized by Water and Wastewater Director Castaneda.
2. Master plan that combines water, wastewater and street repair instead of the current compartmentalization of these projects. Master plan should also include SCADA centralization. The master plan should include an overall estimate of costs and prioritizes phased projects from most critical to least critical.
3. Replace sewer vacuum system along Riverside with traditional lift station.
4. Do not fix Cantrell Dam, dismantle it, as recommended by Wilson & Company's engineering report. Follow other recommendations of that report concerning ditches and arroyos.
5. Revise drainage plan from traditional to "green" approach that includes rain gardens, swales, plantings to store storm water and repurpose it to make T or C greener, more resilient to high temperatures and drought and protects the Rio Grande from "nonpoint source pollution." Runoff from roads include: "Zinc from car tires, road salt, paint, and other products has also been found in runoff, as well as the toxic metals lead, chromium, and cadmium. Oil and other petroleum products in runoff are well known by scientists to be toxic to aquatic life, even in low concentrations," according to the Chesapeake Bay Foundation.

Thank you,
Kathleen Sloan
575.297.4146

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

REGULAR MEETING MINUTES

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

CALL TO ORDER:

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

ROLL CALL:

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

ALSO PRESENT:

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

1. APPROVAL OF AGENDA

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

2. APPROVAL OF MINUTES:

- a. Regular meeting of January 22, 2024.

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

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

There were no comments at this time.

4. NEW BUSINESS:

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

Vice Chairman Dornbusch: Do you know who Chris is?

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

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

Member Avelar: We met him outside.

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

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

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

Member Avelar seconded the motion.

Motion carried unanimously.

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

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

Member Avelar seconded the motion.

Motion carried unanimously.

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

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

comments that people may make one out social media as well as anybody that wants to do written email or phone call into me or even the clerks office. We take all of that into consideration. We submit all of that to city commission which will go on Wednesday the 26th and they will review the current list that you guys have in your agenda which will go over a little bit as well public comment and will review all the list that have been submitted by the department heads. It's usually prioritized by your public safety concerns and on down. We have to identify available funding sources. I think you guys are pretty familiar with the majority of them that we use so I won't go through all of them there on your list. If you have any questions about any of them, I can definitely answer those for you. We review our current list which you guys have a 2025-2029 list. That is what we submitted last year. I'll have to update anything that's already been current or partially funded and I kind of flag those out as already a completed project. I'll review all of the department head list. We will review what is still on the current list to see if that's still the priority and we will get those all input. We have to phase some of those out like I said plan, design, construction they like to see a break down if possible and then we will ask the commission to identify 3 to 5 projects off of that list that could also be submitted from Capital Outlay now keep in mind those may not be our big priority projects. Capital Outlay there only looking at projects right around \$500,000 that can be completed and fully funded so usually that's vehicles maybe a something like we got last year like the funding for the animal shelter improvements. The next item that you have in there is the current 2025-2029. These are all the projects that we submitted for last year. This is the one that I will be updating and taking off anything that has already been funded. I'll update any cost because we know just in a year cost can change considerably. I work closely with the engineers on this as well as our department heads. List wise some of the things I have gotten from our department heads for our solid waste recycle and waste collection center they would like to see about potentially doing some type of a scale house upgrade to include a laboratory currently that scale house does not have a restroom and so if they are short handed and can't get coverage they are having to lock up the scale house to go to the main buildings. They are looking at some type of awning where they are out washing all their trucks especially this time of the year it's pretty hot and hot and stinky trucks don't go well together. They would like to look at getting a new bailor and new Gemini bailor they are looking at approximately \$200,000 for that bailor the one that we have there was received via a grant clear back when the recycling committee and recycling all came about in want to say in probably 2012. It's seen a lot of years and a lot of use. They are also looking at wanting to repave their facility there are some dangerous areas for walking. For electric he's got a transformer protection upgrade project for 2 substation transformers that approximate cost is \$60,000 is going to replace some relays and switches we are going to generalize that. He also is looking at getting a new bucket truck replacing 2001 bucket truck 23 years only with 90,000 miles and 1,000 hours on it. The approximate cost of that is \$240,000. Some of the other items that you will see in this list that he wants to carry over is going to be transformer protection upgrade, substation primary underground feeder replacement, substation power transformer replacement, electric substation transformer switches, electric pole and conductor replacement, electric capacitor replacement, electric substation breaker replacement, and an ev charging station. For our water department they are looking at replacing well 2 that would include new casing, down pipes submersible pump, foot valve, piping, Scada and communications. Currently the building is not safe from the elements, and they would need new ac and heating in the building also vfd electric panels and all the electrical components associated estimated cost for that it looks like about 1 million dollars. For well #1 they would like to refurbish the existing well. There again new submersible pump and piping, electrical components and Scada, heating and air conditioning, drill well to have at least have 150 feet of well depth beyond the pump, a new foot valve, flush clean, acidize, estimated that at about 1 million dollars as well. This is a water and wastewater project so he would split this 50/50 between the 2 departments. It is a design for a joint water utility building with wastewater to accommodate for all staff and office space, a Scada room, a map room and a training area. He is estimating about \$500,000 total for plan and design of that so \$250,000 out of each department. Williamsburg water line loop to increase the flow of water to Williamsburg by adding an additional line to the loop system current set up utilizes only a 6-

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

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

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

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

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

well and that one we still have to get allocated funding, so we are probably looking at a good 2 years out before we get full design on that.

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

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

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

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

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

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

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

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

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

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

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

Member Avelar: Is McAdoo back and ready to go?

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

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

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

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

Vice Chairman Dornbush: First of many?

Bo Easley: Yes.

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

5. REPORTS FROM THE BOARD:

There were no reports from the board at this time.

6. REPORTS FROM STAFF:

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

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

Member Avelar: What is the purpose of the study?

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

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

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

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

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

7. ADJOURNMENT: 4:04 PM

Chairman Dornbusch made a motion to adjourn the meeting.

Member Avelar seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED ON THIS 17th DAY OF JUNE 2024.

Jeff Dornbusch, Vice-Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.1

SUBJECT: Discussion/Action – Review and Rank City ICIP Projects

DEPARTMENT: Community Development

DATE SUBMITTED: June 19, 2024

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

Commission will review last years 2025-2029 project list, current department head lists, public comments received and recommend projects be added/deleted/edited, and rank by priority.

Recommendation:

Review and rank ICIP projects

Attachments:

- 2025-2029 ICIP Project Summary
- Department Lists
-

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 6-26-24

Infrastructure Capital Improvement Plan FY 2025-2029

Truth or Consequences Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2025	2026	2027	2028	2029	Total Project Cost	Amount Not Yet Funded	Phases?
41564	2025	001	Critical Waterline Replacement	Water - Water Supply	1,600,000	20,262,864	0	0	0	0	21,862,864	20,262,864	Yes
39246	2025	002	Cantrell Dam Improvements	Water - Storm/Surface Water Control	825,000	250,000	0	0	0	0	1,075,000	250,000	No
38613	2025	003	Water Meter Replacement & Housing Improvements	Water - Other	750,000	750,000	750,000	0	0	0	2,250,000	1,500,000	Yes
38571	2025	004	Smith, Silver and E 9th Street Improvements	Transportation - Highways/Roads/Bridges	212,910	491,305	407,555	303,060	336,911	708,160	2,459,901	2,246,991	Yes
41576	2025	005	Community Multi-Purpose Center	Economic Development	0	500,000	1,000,000	10,500,000	0	0	12,000,000	12,000,000	Yes
40367	2025	006	Clancy Lift Station Force Main Improvements	Water - Wastewater	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
38581	2025	007	Soccer Field Improvements	Other - Other	0	245,000	0	0	0	0	245,000	245,000	No
38538	2025	008	Police Department Renovation	Facilities - Administrative Facilities	0	4,000,000	0	0	0	0	4,000,000	4,000,000	Yes
36448	2025	009	City-wide Drainage Improvements	Water - Storm/Surface Water Control	100,000	800,000	1,000,000	1,700,000	1,700,000	0	5,300,000	5,200,000	Yes
40372	2025	010	Lee Belle Johnson Facility Improvements	Facilities - Other	20,000	4,500,000	0	0	0	0	4,520,000	4,500,000	Yes
41582	2025	011	Police Vehicles	Vehicles - Public Safety Vehicle	0	200,000	0	0	0	0	200,000	200,000	No
34164	2025	012	Electric Pole and Conductor Replacement	Transportation - Lighting	0	500,000	0	0	0	0	500,000	500,000	No
32976	2025	013	Water Distribution Line Replacement & Repavement	Transportation - Highways/Roads/Bridges	0	200,000	1,000,000	1,600,000	0	0	2,800,000	2,800,000	Yes

Infrastructure Capital Improvement Plan FY 2025-2029

41581	2025	014	Collection Center Pavement Project	Other - Solid Waste	0	250,000	0	0	0	0	250,000	250,000	No
38540	2026	001	Marie Street Improvements	Transportation - Highways/Roads/Bridges	0	0	500,000	2,000,000	0	0	2,500,000	2,500,000	Yes
33030	2026	002	Louis Armijo Sports Complex	Economic Development	0	0	100,000	500,000	0	0	600,000	600,000	Yes
38619	2026	003	Wastewater Manhole Replacement/Improvements	Water - Wastewater	0	0	75,000	225,000	1,000,000	1,000,000	2,300,000	2,300,000	Yes
40369	2026	004	Solid Waste Scale House Facility Improvements	Other - Solid Waste	0	0	2,500	32,500	0	0	35,000	35,000	No
38593	2026	005	Electrical Capacitor Replacement	Equipment - Other	0	0	200,000	100,000	100,000	100,000	500,000	500,000	Yes
33002	2026	006	Water Infrastructure and Fire Hydrant Replacement	Water - Water Supply	19,930,300	0	11,000,000	11,305,232	5,701,183	5,701,183	53,637,900	33,707,600	Yes
36714	2026	007	Substation Primary Underground Feeder Replacement	Other - Utilities (publicly owned)	0	0	1,000,000	0	0	0	1,000,000	1,000,000	Yes
36767	2026	008	Punk Greer Rodeo Arena Improvements	Facilities - Other	0	0	375,000	0	0	0	375,000	375,000	No
38583	2026	009	Fleet Service Diagnostic Machine	Equipment - Other	0	0	20,000	0	0	0	20,000	20,000	No
38614	2026	010	Wastewater Treatment Plant Upgrades	Water - Wastewater	0	0	300,000	3,300,000	3,300,000	3,100,000	10,000,000	10,000,000	Yes
38617	2026	011	Armijo Park Effluent Water Reuse Improvements	Water - Wastewater	0	0	1,750,000	0	0	0	1,750,000	1,750,000	Yes
38591	2026	012	Electrical Substation Breaker Replacement	Equipment - Other	0	0	500,000	850,000	850,000	850,000	3,050,000	3,050,000	Yes
41580	2026	013	Recycling & SW Collection Center Improvements	Facilities - Administrative Facilities	0	0	200,000	0	0	0	200,000	200,000	No
38536	2026	014	Police Department Flood Control	Facilities - Administrative Facilities	0	0	15,000	0	0	0	15,000	15,000	No
38572	2027	001	W 9th Street Improvements	Transportation - Highways/Roads/Bridges	0	0	0	1,005,000	885,000	885,000	2,775,000	2,775,000	No

Infrastructure Capital Improvement Plan FY 2025-2029

38608	2027	002	Water Well #4 Improvements	Water - Water Supply	0	0	0	1,000,000	0	0	1,000,000	1,000,000	No
38587	2027	003	Fleet Service Center Improvements	Equipment - Other	0	0	0	100,000	0	0	100,000	100,000	No
38592	2027	004	Electrical Substation Transformer Switches	Equipment - Other	0	0	0	250,000	250,000	0	500,000	500,000	Yes
38588	2027	005	Municipal Library Improvements	Facilities - Libraries	0	0	0	25,000	0	0	25,000	25,000	No
36768	2028	001	Vista Memorial Gardens Cemetery	Facilities - Administrative Facilities	0	0	0	0	140,000	0	140,000	140,000	No
38573	2028	002	Sierra Vista Street Improvements	Transportation - Highways/Roads/Bridges	0	0	0	0	95,000	0	95,000	95,000	No
40373	2028	003	Water Wastewater Administrative Building	Facilities - Administrative Facilities	0	0	0	0	105,000	0	105,000	105,000	No
38607	2028	004	Water Well #2 Improvements	Water - Water Supply	0	0	0	0	750,000	100,000	850,000	850,000	No
38609	2028	005	Waterline Extension for Village of Williamsburg	Water - Water Supply	0	0	0	0	500,000	0	500,000	500,000	No
40370	2028	006	10MVA Substation Power Transformer Replacement	Other - Utilities (publicly owned)	0	0	0	0	3,000,000	0	3,000,000	3,000,000	No
38586	2028	007	Fleet Service Vehicle Equipment Hauling Trailer	Equipment - Other	0	0	0	0	18,000	0	18,000	18,000	No
38585	2028	008	Fleet Service Equipment Lift	Equipment - Other	0	0	0	0	35,000	0	35,000	35,000	No
38580	2028	009	Animal Shelter Building Improvements	Facilities - Administrative Facilities	450,000	0	0	0	240,000	0	690,000	240,000	No
40376	2028	010	City Hall Facility Improvements	Facilities - Administrative Facilities	0	0	0	0	35,000	0	35,000	35,000	No
38574	2029	001	Veater Street Improvements	Transportation - Highways/Roads/Bridges	0	0	0	0	0	2,500,000	2,500,000	2,500,000	Yes
38618	2029	002	Golf Course Effluent Water System Improvements	Water - Wastewater	0	0	0	0	0	35,000	35,000	35,000	No
40377	2029	003	Rio Grande Vehicular Bridge Crossing	Transportation -	0	0	0	0	0	4,400,575	4,400,575	4,400,575	Yes

Infrastructure Capital Improvement Plan FY 2025-2029

and Utilities				Highways/Roads/Bridges									
40378	2029	004	Rio Grande Footbridge Crossing	Transportation - Bike/Pedestrian/Equestrian	0	0	0	0	0	1,265,000	1,265,000	1,265,000	Yes

Number of projects:		47											
	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:					
Grand Totals	23,888,210	34,449,168	20,195,056	34,795,792	19,041,094	20,644,918	153,014,240	129,126,032					

From: [Easley, Bo](#)
To: [Traci Alvarez](#)
Cc: [Fuentes, Priscilla](#); [Steve House](#)
Subject: ICIP Capital Projects List
Date: Tuesday, June 18, 2024 8:25:31 AM
Attachments: [image001.png](#)

Morning Traci,
Here is the updated ICIP List,

Project Name,
Transformer Protection Upgrade Project for two Substation Transformers.

Scope of Work
Replace 2 new SEL787 Relays
4 new Electro-switch lock-out relays
6 new ABB FT-1 Circuit Isolation Switches
Installation and Miscellaneous hardware

Estimated Cost, 60,000.00

Priority Ranking
Fiscal Year 2024/2025

Project Name,
New Altec Model AT48M Bucket Truck

Description of Need,
Replace a 2001 Bucket Truck that is 23 years old with 90547 miles and 1084 Hours

Estimated Cost, 240,000.00

Priority Ranking
Fiscal Year 2024/2025

Project Name,
Electric Car Charging Station

Description of Need,
Charge Electric Cars for Tourists coming through town and Citizens of T or C

Estimated Cost, 2,444,900.00

Priority Ranking
Fiscal Year 2024/2025

Ranking of new and old items on ICIP List.

Transformer Protection Upgrade

Electric Car Charging Station

Bucket Truck

Substation Primary Underground Feeder Replacement

10 MVA Substation Power Transformer Replacement

Electric Substation Transformer Switches

Electric Pole and Conductor Replacement

Electric Capacitor Replacement

Electric Substation Breaker Replacement

Traci, Let me know if you need anything else.

Thank You

Bo Easley - Electric Department Director

City of Truth or Consequences

505 Sims Street

Truth or Consequences, NM 87901

Off: 575-894-6673 Ext. 372

Cell: 575-740-3824

Beasley@torcnm.org



CITY OF TRUTH OR CONSEQUENCES

FLEET SERVICE CENTER

ICIP LIST FY 2024-2025

1. Replace/Build new stair well - \$10,000
2. 40,000lb 4-Post lift for heavy equipment- \$85,000
3. Awning for back bay 150,000
4. Replacement of overhead garage doors 36,000 (12,000 each)

CITY OF TRUTH OR CONSEQUENCES
RECYCLING & WASTE COLLECTION CENTER
ICIP LIST FY 2024-2025

1. Scale House upgrades to include a lavatory. Approximately \$40,000.
2. Awning for Wash Floor. Approximately 60,000.00
3. New Gemini Baler. Approximately \$200,00.00
4. Awning for Fleet Vehicles and Equipment. \$100,000.00
5. Repaving of Facility. Approximately \$250,000.00.

From: [Johnson, David](#)
To: [Traci Alvarez](#)
Cc: [Gonzales, Angela](#)
Subject: FW: ICIP Finance
Date: Monday, June 17, 2024 12:06:19 PM

From: Kerin Salcedo <ksalcedo@torcnm.org>
Sent: Monday, June 17, 2024 9:31 AM
To: Johnson, David <DJohnson@torcnm.org>
Cc: Holguin, Mindee <mholguin@torcnm.org>; Kapela, Silke <silke@torcnm.org>; Alona Niebergall <humanresources@torcnm.org>
Subject: ICIP Finance

Hi Dave.

Here is the list from Finance.

- ADA automatic door opener
- Central heating/cooling or new a/c if not possible
- Camera for front door so we can see who is coming in and/or a better doorbell
- A window door for Alona's office for safety
- Paint offices

I won't know Alona's suggestions until she get back Thursday.

Thank You,

Kerin Salcedo
Interim Finance Director
City of Truth or Consequences
575-740-7336

ICIP
GOLF COURSE
2026-2030

Effluent Water Issues:

Filtration system or chemical treatment plan for effluent pond at the Louis Armijo Sports Complex. Water is distributed from this pond to the golf course
\$65,000

IRRIGATION SYSTEM UPGRADES:

System should be in auto full time. Currently the motors and pumps have to be turned on and off daily. To fix this, put system back to original design by replacing the pressure management pump – Parts and labor = \$15,000

Complete overhaul of irrigation system to include wiring and new sprinklers thru a phased approach. First phase \$100,000 (once effluent water issues are addressed)

CLUBHOUSE IMPROVEMENTS

Insulation, ceiling fans, and air conditioning = \$65,000

MOWERS

To include fairway mower, greens mower, rough mower, and tee box mower
=\$200,000

DRIVING RANGE IMPROVEMENTS

Irrigation, wiring, sprinkler heads, and sod \$130,000 (once effluent water issues are addressed)

Streets ICIP LIST

- **Low boy haul trailer** for heavy Equipment. Currently we borrow Sierra County's Low boy. We have used it quite extensively this year hauling equipment like backhoes and trash truck, and vac truck out of town to be worked on. We need a trailer, so we aren't paying a tow company thousands of dollars to take equipment for us and not using someone else's trailer putting wear and tear on their equipment.
Estimated cost would be around \$100,00
- **VACUM STREET SWEEPER** Our current vacuum sweeper is rusted out and is need of major repairs in the cost of over \$60,000 is what it would cost replace just the hopper where the trash is stored. **A new one would cost \$250,000.**
- **Backhoe** We currently have a case backhoe is old and worn out is starting to cost more in repairs than it is worth needs to be replaced. **A new one is approximately \$110,000.**
- **Vacuum trailer** : Currently we do all digging for utility spot when working on road projects like pine St. and sign replacement by hand so not to hit any utility like gas, phone, water, and any other underground utilities. Also, we would be able to use it to help clean street drains and culverts that get plugged. Cost is approximately \$70,000
- **Mini skidster** We could use this for our side walk project it would fit behind curb and disturb less property than our backhoe or loader does. And would fit in between forms when backfilling with base course while preparing for concrete, also we could use it in some of our narrow ditches to clean culverts and mitigate erosion or silt build up in those tight areas. **Approximate cost is \$57,000**
- **Salt Spreader** We Currently have a salt spreader that fits in the back of a one ton dually truck that is almost beyond repair every year we have to patch weld it. We have had this unit for over 27 years. **New one would be approximately \$13,000**

ICIP
PARKS AND RECREATION DEPARTMENT
2026-2030

Louis Armijo Sports Complex:

- Filtration system or chemical treatment plan for effluent pond - \$65,000
- Automated variable pump system and wiring to all three ballfields for automatic watering (effluent pond) - \$75,000
- Soil reconditioning and sod/hydroseed all ballfields \$150,000
- Concrete pads and shade for bleachers at softball field - \$65,000
- Construct new bathroom/concession facilities - \$170,000

Soccer Field

- Regrade and Redesign Soccer Field to include topsoil, sprinkler system, and turf after effluent pond and pump issues are addressed- \$300,000
- Lighting - \$170,000
- Trash receptacle, bleachers, shade - \$80,000

Ralp Edwards Park Improvements

- Phase 3 of Ralph Edwards Park Project to include new shade structures over the picnic tables - \$123,437.09 **Paid for by grant funding**
- Skate Park – plan, design and construct **\$230,00 paid for by grant funding** may need additional funding to finish skate park completely up to \$100,000
- Shade Canopy over playground equipment \$150,000 **some of this cost will be paid by grant funding**

Vista Memory Gardens Cemetery

- Develop an engineering plan to address erosion issues - \$10,000
- Construct shade pavilion for internments - \$55,000
- Professionally map out plots and provide informational kiosk - \$20,000 **(Have money budgeted for this item)**
- Contract the installation of new fencing - \$100,000 (after erosion issues addressed)

Rodeo Arena

- Repair fencing, new announcing booth, new shoots, replace sand, put in irrigation system, shade structures, and painting. \$250,000
- Upgrade lighting system. \$170,000

NOTE: The City received a grant for a Master Plan of the Louis Armijo Sports Complex that includes the soccer field, Family Park, and rodeo arena. This project is currently being worked on. Additional grant funding for the Louis Armijo Sports Complex, soccer field, Family Park, and rodeo arena improvements may be available once Master Plan is completed.

ICIP Capital Projects Request

City of Truth or Consequences

Public Services Department, Library

Project Name: Library Annex Building

Description of Need: To add needed space to our present Library building, in order to increase the size of our existing:

- 1) Children's area, to facilitate bigger and more effective space for Youth Services educational activities;
- 2) Public conference room, used by community organizations, and other groups; also used when needed as a Public Forum;
- 3) Additional space for library collections, i.e. books, audio/visual materials, and other items normally maintained for public use.

Estimated Costs: \$425,000 to \$500,000. Please see informational estimate attached.

modular solutions info

Mitzi Garcia <mitzig@mod-sol.com>

Thu 2/29/2024 5:18 PM

To: Pat O'Hanlon <torclibrary@torcnm.org>

1 attachments (2 MB)

library t or c NM.sh3d;

Hello Pat

I may have a few questions, but thank you for chatting with me this week.

We have built some libraries and often the OPEN feeling you want in a library is not really available in a traditional modular with only 8' high ceilings. While that would be your best price point, it may not really be what you want in the end.

I have a traditional modular that is WIDE OPEN 26 x 72 maybe a little small but only \$200K budget
You can add some rooms and bathrooms and get the cost up maybe \$75,000

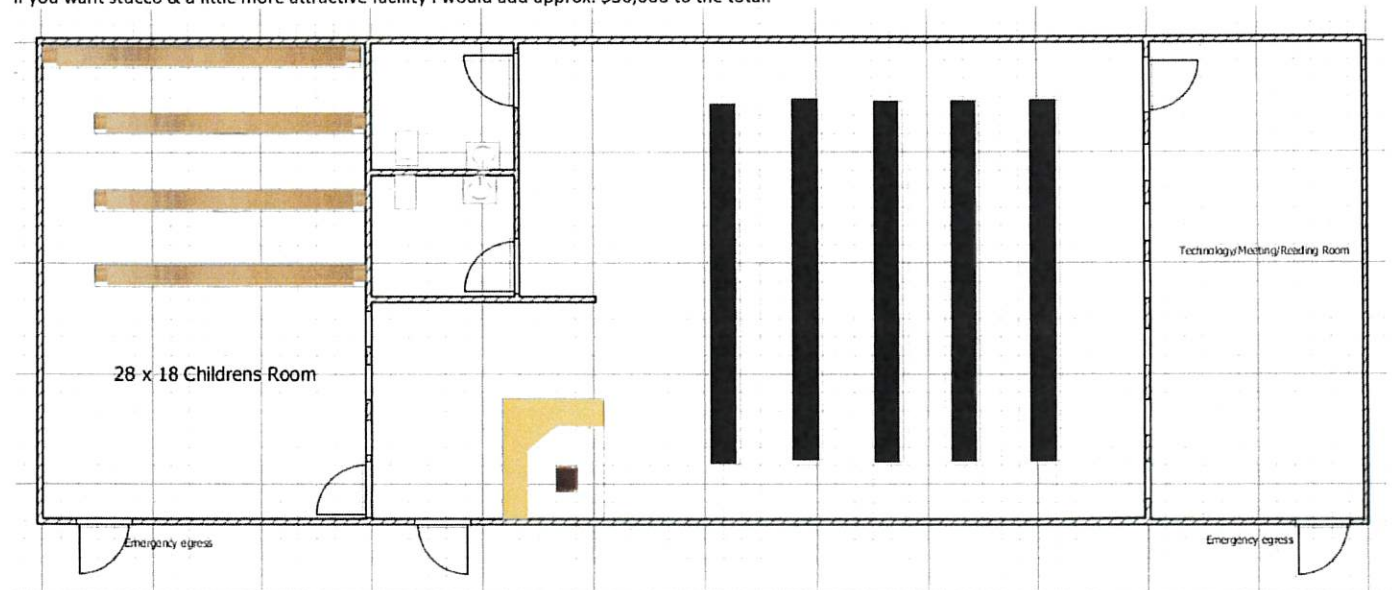
Then delivery & installation would be about \$90,000.

So all in on the modular side \$365,000 + permits and site work fees.

That is for a traditional type modular.

If you want a 9' ceiling custom build that would be maybe an extra 20,000 to the budget.

If you want stucco & a little more attractive facility I would add approx. \$30,000 to the total.



Mitzi Garcia-Preconstruction

Modular Solutions, Ltd
602-605-8202 (direct line Office)
602-292-5673 (mobile)

www.ModularSolutionsLtd.com

Ask About Cooperative Purchasing Savings



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

ICIP

Water Projects for \$7,600,000 Earmark Funds

1. **Well #2-** Replace well #2. This would include a new casing, new downpipe, submersible pump, foot valve, new piping in the building, new SCADA, and communications. This building is not safe from the elements currently. New air conditioning and heating of the building. New electrical components to include panel, VFD and all other electrical components associated. Flush clean and acidize the well. Estimated cost \$1,000,000.
2. **Well #1-** Refurbish existing well. New submersible pump, new piping, new building, new electrical components, new SCADA and communications, new piping in the building. New well head for sized up casing and pump. New VFD. New heating and air conditioning. Drill well to at least have 150' of well depth beyond the pump, new foot valve. Flush clean and acidize. Estimated cost \$1,000,000.
3. **Design** for joint water utility building with Wastewater to accommodate for staff and office space. SCADA room, map room and training area. \$500,000 total, split with wastewater. \$250,000 for water portion.
4. **Williamsburg Water Line Loop-** We need to increase the flow of water to Williamsburg by adding an additional line to loop the system. The current setup utilizes only a six-inch supply source that comes down Veater Street. When making repairs and we need to shut down with only one source, we shut down the whole area. Looping the system would allow us to continue serving the Williamsburg with no interruption. Best option would be to tie in a new line going down South Broadway to complete the loop. Valves and PRV's to be installed as needed. Estimated cost \$350,000.
5. **Water meter replacement-** Replace all of the meters city wide to go to a smart meter that would utilize the electrical collectors and send signal directly to the utility office. This will decrease manpower and also provide leak protection as well as reduce water loss due to unmetered low flows and aged meters that are reporting under value. This item also has a potential return on investment which is always a good thing. This would also have signal-controlled water valve that would turn off and on via a signal from the utility office which would give them the ability to do water connects with just a push of a button. Also new water meter housings and lids to allow for a signal acquisition. Estimated cost \$5,000,000.



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

ICIP

Wastewater Projects for \$15,750,000 Earmark Funds

1. Wastewater treatment plant headworks replacement. Replace entire unit with new mechanical bar screen, electrical components, equipment cover, connection to SCADA system, proper confined space ingress/egress entrance, ventilation system, hazardous gasses automatic detection system. Design and construction \$1.7 M
2. Wastewater plant upgrades- Replace activated sludge section of the treatment plant with a newer technology that has proper removal of nutrients and sized appropriately, an extended aeration plant. Replace all the RAS pumps with new setup. Replace the grit separator with new setup. Install wash water booster pumps to wash down the treatment plant and equipment. Remove and demolish old clarifiers as they are a safety hazard as well as the old drying beds and pumps. Upgrade the lift station at plant and upsize the pumps and control panel. Install a new building at the parshall flume for the outfall of effluent. Modify the existing parshall flume with a new ultra-sonic flow meter, sampler for testing, flow meters to the re-use pond. Install and refurbish the reuse water lift station including new pumps and panel. Include the Preliminary Engineering Report. Estimated cost \$10,000,000.
3. Install refrigerated air units at the vacuum station to prevent equipment tripping because of high temperatures and to provide some relief to employees when they have to work in the building. To include electrical work and installation. Fence off area for safety reasons. \$50,000.
4. Design for joint water utility building with Wastewater to accommodate for staff and office space. SCADA room, map room and training area. \$500,000 total for design, split with water. \$250,000 for water portion.
5. Clancy Force Main Improvements -Replace approximately 1000 feet of Sewer line that is used to transport wastewater from north side of town to the wastewater plant. Estimated Cost \$1,500,000
6. Coating of manholes- Various manholes coated to prevent further corrosion and ensure they are not leaking sewage into groundwater. 25 manholes coated around town, locations are currently not known and we are working on the AMP to identify these areas. More if necessary. Estimated cost \$2,250,000



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.2

SUBJECT: Discussion/Action: Capital Outlay Project Selection

DEPARTMENT: Community Development

DATE SUBMITTED: June 19, 2024

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

The Capital Outlay Bureau (COB) is responsible for coordinating the funding and administration of capital projects under the statutory authority of the State Budget Division, Department of Finance and Administration. The COB works closely with executive agencies and Governor to prepare the Executive Capital Budget. The Property Control Act defines a “capital outlay project” as the acquisition, improvement, alteration or reconstruction of assets of a long-term character that are intended to continue to be held or used, including land, buildings, machinery, furniture and equipment. Capital outlay is authorized by the Legislature and generally is nonrecurring – one-time – money.

Recommendation:

Recommend 3-5 projects for Capital Outlay Submission

Attachments:

- Capital Outlay submission example
-

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 6-26-24

Capital Outlay Web Project Summary



LCS WEB ID: 830

T OR C WWATER SYS RPLC

Truth or Consequences requests **\$1,500,000** to design and construct improvements to the Clancy street lift station force main for Truth or Consequences, Sierra county.

Project location: Truth or Consequences

County: Sierra

Fiscal agent: Truth or Consequences

Total amount requested this legislative session: \$1,500,000

Funded to date/secured: \$0

Total project cost: \$1,500,000

Other funding for this project: CAP: 0 / NMED: 0 / LBONDS: 0 / SGRANT: 0 / NMFAL: 0

- ☐ Capital appropriations have been made for this project in previous years.
- ☒ Total project cost estimated by qualified professional(s).
- ☐ Easements, rights of way, land and property have been acquired.
- ☒ Request will fund the total project cost
- ☐ State funds will be used to match federal funds.
- ☐ LEDA Project

Planning Phase: Preliminary

Project start date: 7/1/24 – 6/30/25 (FY25)

Project Contact: Traci Alvarez

Title: Assistant City Manager

Phone: 575-952-0565

Email: talvarez@torcnm.org

ICIP ID: 40367

56TH LEGISLATURE-SECOND SESSION-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: 1.3

SUBJECT: Partial Assignment and Amendment of Surface Lease Agreement between Elephant Butte and The City of Truth or Consequences.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: June 20, 2024

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

Amend current lease that assigned RCCD Holdings, LLC for the Assignment and Assumption of the Surface Lease Agreement of the Driving Range Lease adding partial assignment for Travis Management, LLC, as the company recently acquired a portion of the water rights. In order reinstate the "Place of Use" (POU) the New Mexico State Office of Engineer (OSE) is requesting that they hold an interest in the operation and maintenance of the driving range.

Recommendation:

Approve

Attachments:

- Letter and supporting documents
- Amendment

Fiscal Impact (Finance): No

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 6-26-24

Travis Management LLC
362 St Marks Place
Staten Island, NY 10301

Truth or Consequences City Commission
505 Sims Street
Truth or Consequences, NM 87901

Dear Members of the City Commission,

I am writing to explain the request to add Travis Management LLC as a co-lessee of the driving range operation. The amendment on your agenda pertains to the current lease agreement between Truth or Consequences (T or C) and Elephant Butte with an assignment of lease to RCC Holdings LLC for the purpose of operating and maintaining a driving range associated with the Sierra del Rio golf course facility. The range is located on a former city landfill in Elephant Butte previously owned and operated by T or C. The range is currently closed and not maintained.

A driving range vegetative cover (CAP) was originally established in 2007 as part of a closure plan agreement approved by the New Mexico Environment Department Bureau of Groundwater Quality (NMED) in 2006 (see attached letter). This closure plan was established to cover the landfill and mitigate migration of pollutants originating on the former landfill onto private property located immediately south of the landfill. A brief summary of the closure plan is attached.

In order to maintain the grass cover over the former landfill, it is necessary to water the cover for sustaining the grass throughout the year. The landfill location was included as a "Place of Use" (POU) for water diverted from a point of diversion (well) associated with water right permit RG-13751 (et al). The POU was mistakenly removed from the POU for this water right permit by the New Mexico State Office of Engineer (OSE) sometime around 2013. The CAP was subsequently not maintained after this point and it no longer is adequate to protect the landfill.

Travis Management LLC recently acquired a major portion of the water rights permit RG-13751 (et al) which was previously used to water and maintain the driving range. Travis Management LLC has submitted an application to the OSE to include the driving range property as part of the POU for the permit. The OSE has requested that Travis Management LLC must hold an interest in the operation and maintenance of the driving range in order for the POU to be reinstated to the water right permit RG-13751. The OSE sent their request while reviewing the change of Place of Use for the right as follows:

"Application, Page 6, Section 12, Additional Statements or Explanations. Within this section it states; addition of 9.36 acres located on the former landfill out-lot owned by the City of Truth or Consequences (former BLM parcel) to irrigate the golf course driving range under a lease agreement with the applicant..... I have read through both surface lease agreements filed with the subject application. And the most recent one, the Assignment and Assumption of Surface Lease Agreement, dated February 9, 2023, it states that RCCD Holdings, LLC assumed the assignment of the Driving Range Lease. After February 9, 2023, has there been another re-assignment of this same lease that shows it is now assigned to Travis Management, LLC? If so, can you please email me a copy of that current lease showing that the applicant, Travis Management, LLC., is presently assigned that lease."

Please review the lease amendment for approval to allow the vegetative CAP to be reestablished to bring the property back into the closure plan as approved by NMED mitigating movement of pollutants from the former landfill providing protection for T or C and the property owners south of the landfill.

If you have any questions, please do not hesitate to contact Samuel Senn at (702) 816-9900 or sennsj@aol.com.

Thank you,

Travis Management LLC

CITY OF TRUTH OR CONSEQUENCES

and CITY OF ELEPHANT BUTTE

SURFACE LEASE AGREEMENT

THIS SURFACE LEASE AGREEMENT (this "Lease") is made this 8th day of February, 2023 (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, a portion of 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, the Property is subject to a 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");

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, Lessor approved the assignment of Turtleback Mountain Partners' interests in the Property to the City of Elephant Butte;

WHEREAS, Lessor approved the assignment of Turtleback Mountain Partners' interests in the Property to the City of Elephant Butte;

WHEREAS, Lessee has maintained and operated the Property, or a portion thereof, 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 a portion 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, being the Property more particularly 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, as an integral part of the Sierra del Rio golf course and its operations, including tournaments, social functions, activities and events occurring at the property, and without limitation, 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.

IMPROVEMENTS; PERSONAL PROPERTY

A. The Parties agree that Lessor owns certain equipment and fixtures on the Premises related to the requirements of that certain CORRECTIVE ACTION PLAN (the CAP), as referenced above, including monitoring well equipment and fencing, and all such improvements shall remain the property of Lessor. Lessor shall have the right to place, maintain, repair, remove and replace equipment and fixtures related to the CAP on the Premises during the Term, provided that Lessor shall use reasonable efforts to minimize or avoid interference with the Permitted Use of the Premises by Lessee, and provided that Lessor shall maintain, repair and replace its improvements as necessary to keep the Premises in a safe condition. Proposed work and improvements hereunder by Lessor will be submitted to the Lessee for review in advance, to the extent possible, and Lessor shall give due consideration to Lessee's input as to scheduling and placement to ensure that interference with Lessee's Permitted Use of the Premises is minimized or avoided to the extent possible.

B. Except as provided in A. above, 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 by Lessee will be submitted to the Lessor's CITY MANAGER for review to ensure the improvements are compatible with the Permitted Use, the CAP and Lessor's CAP-related improvements, 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.

CORRECTIVE ACTION PLAN; ENVIRONMENTAL LIABILITIES

Lessee agrees to strictly adhere to the requirements of the CAP applicable to Lessee's use of the Premises, and to provide reasonable cooperation with Lessor's performance of the activities required under the CAP. Lessee shall take no action to impede Lessor's and NMED's ability to implement the CAP and to protect the CAP-related equipment on the Premises. Lessee shall not permit monitoring wells to be driven over, and shall restrict the use of fertilizer or other chemical agents on the Premises as may be reasonably directed by the City and NMED. A copy of the current CAP is attached hereto as **EXHIBIT "B"** and made a part hereof by reference. 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 reasonably requested by Lessee to minimize negative effects on the Permitted Use. For purposes of this Lease, "reasonable cooperation" includes permitting 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. Notwithstanding the foregoing, any requirements of the CAP or any requested cooperation by Lessee that would materially interfere with the continued operation of the Permitted Use on the Premises may be cause for termination of this Lease by Lessee. 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 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, subject to the Use of Premises clause above, 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 sub-let 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.

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 times have the right to enter the Premises and inspect the same. However, in exercising this right, Lessor shall use reasonable efforts to avoid or minimize disruption to 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. Either party may terminate this Lease at any time upon ninety (90) days' written notice if the requirements of the CAP, or other regulatory requirements (whether or not relating to the CAP or the environmental condition of the Premises) would, in the reasonable judgment of the terminating party, make the continued operation of the Permitted Use impossible or impractical.

FAILURE TO TERMINATE; OTHER REMEDIES

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. In the event of a material breach by either Party, the non-breaching

Party shall be entitled to pursue any remedy available at law or in equity, provided that the non-breaching Party shall first deliver written notice to the other Party not less than thirty (30) days prior to the exercise of any remedy, notifying the breaching Party of the breach and intent to pursue available remedies, and provided further that no remedy may be exercised 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.

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: [Signature]

Name: Amanda Forrister

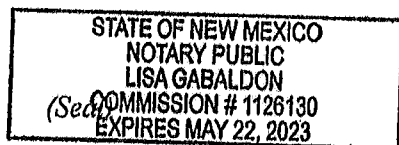
Title: Mayor

STATE OF NEW MEXICO)

) ss

COUNTY OF SIERRA)

This record was acknowledged before me on 02/08, 2023 by Amanda Forrister as Mayor of TRUTH OR CONSEQUENCES, a New Mexico Municipality.



[Signature]
Notary Public

My commission expires: 05/22/2023

LESSEE:

City of Elephant Butte

By: [Signature]

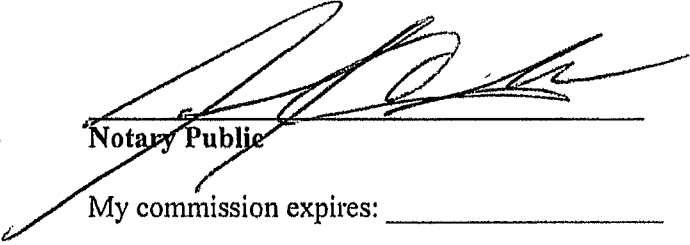
Name: Phillip Mortensen

Title: MAYOR

STATE OF NEW MEXICO)
) ss
COUNTY OF SIERRA)

This record was acknowledged before me on Feb 09, 20__ by Phillip Mortensen
as Mayor of the CITY OF ELEPHANT BUTTE, a New Mexico Municipality.

(Seal)


Notary Public

My commission expires: _____

STATE OF NEW MEXICO
NOTARY PUBLIC
JENNIFER ODOM-CORDOVA
COMMISSION #1123065
COMMISSION EXPIRES 08/22/2026

3939013.6

(Legal Description of the Premises)

EXHIBIT "B"

(Current Corrective Action Plan - Attached)

Document comparison by Workshare Compare on Monday, February 6, 2023
4:15:45 PM

Input:	
Document 1 ID	interwovenSite://ALBDMS-WS/ALB/3939013/3
Description	#3939013v3<ALB> - Driving.Range.Lease Discussion Draft 1-10-23
Document 2 ID	interwovenSite://ALBDMS-WS/ALB/3939013/8
Description	#3939013v8<ALB> - Driving.Range.Lease Clean 2-6-23 revised Final
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved-deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	7
Deletions	22
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	29

EXHIBIT "A"

(Legal Description of the Premises)

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 744-5773

January 27, 2017

LEGAL DESCRIPTION

(29.463 ACRES)

A 29.463 acre tract of land being Lot 3, Section 22, Township 13 South, Range 4 West, N.M.P.M., within the Turtleback Mountain Resort, in the City of Elephant Butte, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SE corner of this tract, a 5/8" rebar w/tag stamped "NMPLS 12129", a point on the west boundary of the Pedro Armendaris Grant No. 33, whence the Closing Corner between Sections 22 and 27, Township 13 South, Range 4 West and the Pedro Armendaris Grant No. 33, a 1" iron pipe with tag stamped "NMPLS 12129" bears S00°04'33"E, a distance of 1388.48 feet;

Thence, S88°20'34"W, a distance of 1061.11 feet to the SW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, N03°32'10"E, a distance of 1279.94 feet to the NW corner of this tract, a 5/8" rebar w/tag stamped "NMPLS 12129";

Thence, S89°32'17"E, a distance of 980.11 feet to the NE corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", a point on the west boundary of the Pedro Armendaris Grant No. 33;

Thence, continuing along said boundary, S00°04'33"E, a distance of 1238.91 feet to the point of beginning of the tract hereon described, containing 29.463 acres, more or less.

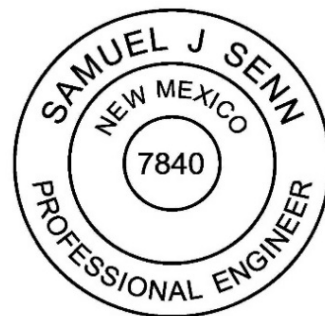
This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC Boundary Survey Plat dated January 24, 2017).

**SUMMARY REVIEW
OF THE
CITY OF TRUTH OR CONSEQUENCES
Former Truth or Consequences Landfill
Elephant Butte, New Mexico**

Prepared by

Samuel J. Senn, P.E.

September 18, 2023



Samuel J. Senn

September 18, 2023

Turtleback Resort Development
Elephant Butte, New Mexico
Summary Review of the T or C Former Landfill

Executive Summary

Samuel J. Senn, P.E., (Engineer) has reviewed the status of the former Truth or Consequences (TorC) landfill located within the Turtleback Resort development (Turtleback). The review included historical assessments associated with investigations as led by the NMED dating back to 1994. The objective of this review, utilizing all available information, is to evaluate the extent and nature of the groundwater contamination and assess the area downgradient of the landfill source for lateral extent. Risks to human health and the environment, based on the specific contamination constituents and their location have been reviewed. This report presents the results of that review.

It is the professional opinion of the Engineer, based on this review, that the development of the property south of the former T or C landfill can proceed as planned. The landfill currently poses no direct threat to human health provided disturbance of soils are monitored and groundwater extraction is restricted with the exception of the two wells currently in use to provide irrigation to the development.

1. Background

A Planned Unit Development (PUD) located in Elephant Butte, Sierra County New Mexico, hereinafter referred to as the Turtleback Mountain Resort (Turtleback), is currently scheduled for expansion (Figure 1). Elephant Butte is located about 2 miles northeast of the City of T or C and the project site is located about 2.5 miles west of the Elephant Butte reservoir (Figure 2).

A former (closed) landfill site owned by the City of T or C occupies approximately 30.12 acres of land inside the development property. The site is approximately rectangular and currently undeveloped. A paved access road (no longer maintained) runs north-south on the western border of the site, although public access is restricted. Properties immediately adjacent to the BLM parcel are being redeveloped as part of the Turtleback Mountain Resort (discussed further below). The site topography varies considerably. The eastern half of the site is relatively flat, then rises steeply (about 100 feet) to the west to a mesa through which the former landfill access road runs (Figure 3).

Solid waste was disposed of at the landfill site between 1961 and 1974. Based on available records, waste was typically disposed by dumping it from the east side of the elevated access road, allowing it to fall down the slopes, then burned. In about 1968, as a result of concerns raised by the Health Department, the city began to dispose of their waste on lower ground by pushing dirt over the waste with heavy machinery. By December 1974, use of the site as a landfill stopped, and an inspection by the BLM showed that the site was closed in accordance with the terms of the lease.

There are two areas where solid waste was disposed and buried; 1) on the western side of the parcel and at the southwestern corner of the BLM parcel (Figure 4) that extends onto the adjacent parcel to the south. It is believed that this area was used primarily for “fly dumping” (no subsurface waste disposal).

In March 1961, the City of T or C entered into a lease with BLM to use the site for solid waste disposal. The BLM leased the property pursuant to the Recreation and Public Purposes Act and assigned number NM 037574 to the lease. The site’s use as a landfill pre-dates any State solid waste regulations, so the site is classified as “non-registered” by NMED.

The landfill is under the review of the New Mexico Environmental Department (NMED) and classified as a “non registered” landfill since it was closed in 1974 prior to the New Mexico regulations governing landfills in the State. A summary of the landfill history documentation is included in this report as Appendix A.

Environmental sampling had been conducted in accordance with then established protocols and regulatory requirements from 1994 through 2022 to monitor the state of groundwater on and adjacent to the landfill property. Contaminants resulting from water leachate through the buried waste debris placed at the landfill were discovered by the monitoring.

A closure plan for the landfill property was developed in 2006 and approved by the NMED (Appendix B). The landfill was capped (covered) in 2007 (Figure 5) with a low permeability soil and vegetative cover (grass) as part of the closure process. This cap is maintained and intended to minimize the percolation of water through the landfill waste.

The BLM has recently transferred the property through a patent to The City of T or C under the agreement that T or C will continue to monitor the property until the NMED deems the landfill safe and has issued a “No Further Action” letter. T or C has entered into a sub-agreement to lease the parcel to the Turtleback Development Group in order to facilitate redevelopment of the property. In a letter to the city dated August 2, 2006, the BLM outlined several steps that needed to be completed before the sale could be finalized. NMED approval of the current Closure Plan prepared by BASCOR Environmental, Inc. and issue of a “No Further Action (NFA)” letter were two of these steps. The NFA is still pending.

2. Historical Sampling Methodology

2.1 Sample Collection

Several groundwater samples were collected from the existing monitoring wells present at the time the sampling was conducted from 1994-2022. The sample events were originally taken quarterly, then switched to annual sampling sometime in 2017. The wells were located at strategic points across the site (Figure 6).

The existing groundwater monitoring network at the site consists of ten 2-inch diameter wells installed to a maximum depth of 30 ft bls. The following selected wells were sampled on a regular schedule after 2017:

Well I.D.	Rationale for Sampling
MW-5	Background well.
MW-3R	Well located side gradient to down gradient from former landfill. Provides an indication of potential migration of chemicals of concern.
MW-8	Well located at the toe of the landfill slope. Provides an early indication of potential migration of chemicals of concern.
MW-9	Well located at the toe of the landfill slope. Provides an early indication of potential migration of chemicals of concern.
MW-10	Well located on east side of the driving range, down gradient from the
MW-1	Well located down gradient from the landfill / driving range.

Samples were collected at varying depths to ensure a comprehensive assessment of groundwater quality. All sampling equipment was decontaminated before use to prevent cross-contamination. If any well was discovered dry, alternate wells nearby would be substituted.

2.2 Sample Preservation and Handling

Samples were preserved and handled then delivered to various laboratories following established protocols to minimize alterations to the sample quality. Sample containers were typically labeled with relevant information, including location, date, and depth.

2.3 Analytical Methods

Groundwater samples historically collected from 1994-2022 from monitoring wells (existing at the time of sampling) were analyzed (at a minimum) for RCRA 8 metals plus iron and manganese, major ions, and N03-N.

Sampling and reporting for the four quarterly events were performed by Terracon and BASCOR. The monitoring parameters listed in Section 3.1 of the CAP for the quarterly sampling schedule consist of the following constituents:

- Volatile Organic Compounds (Method 8260B)
- Semi-Volatile Organic Compounds (Method 8270C)
- Pesticides
- Herbicides
- RCRA Metals (As, Ba, Cd, Cr, Pb, Se, Ag) (field filtered)
- Mercury (Hg)
- Iron, Magnesium, Manganese, and Sodium (field filtered)
- Alkalinity
- Cyanide
- Nitrate as N, Nitrite as N, Chloride, and Sulfate

In discussions between BACROR and the GWQB, specific analytes were omitted from the laboratory testing for certain sampling events in 2013 & 2014 due to non-detect results obtained for previous years. For example, samples collected for the 09/13 and 12/13 events were not analyzed for cyanide. Samples collected for the 03/14 and 08/14 events were not analyzed for pesticides, herbicides, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and cyanide. In addition, for the first two quarterly events only total recoverable metals analyses were performed. Dissolved metals analyses (i.e., field filtered samples) were performed for the 03/14 and 08/14 events, consistent with the CAP.

Subsequent to recent consultation with the GWQB, the current consultant for T or C, in order to verify the non-detect sample results from previous sampling events, analyzed for the entire suite of parameters listed above as listed in the approved CAP. The sampling was conducted for the four semi-annual events (i.e., 12/18/14, 06/16/15, 12/22/15, 06/07/16), the two annual events (i.e., 06/01/17 and 06/20/18), and the four post-CAP events (i.e., June 2019 through June 2022). The schedule and list of monitoring parameters for future events will be the subject of discussions with GWQB. Analytical methods used are in compliance with NMED standards.

3. Results*

3.1 Groundwater Quality

Historical sampling results are included in Table 1 “Summary of Historical Groundwater Sampling Results”. The historical analysis results revealed elevated concentrations of certain contaminants in groundwater samples at multiple monitoring well locations (highlighted in table). The concentration of these contaminants found exceeds the regulatory standards established by the NMED.

Organic Parameters

Groundwater samples were analyzed for the alternate list of organic parameters provided in Section 2.3. No organic parameter was reported as detected above the respective laboratory practical quantitation limit (PQL) in any of the groundwater samples. Parameter exceedances are summarized in Table 2 (Appendix A) for the historical sampling from 1994-2022.

Inorganic Parameters

The laboratory analytical results for each inorganic parameter were compared to the corresponding regulatory Groundwater Protection Standard (GWPS) listed in 20.6.2.3103 NMAC. As shown on the Table 2 (Appendix A), with the exception of chloride and manganese in listed wells, and slightly elevated detection of Barium, Chromium and Lead in MW-10 (2013) no other inorganic parameter concentration meets or exceeds its respective regulatory GWPS.

3.2 Contaminant Distribution

Contaminant plume maps have been generated to illustrate the distribution of contaminants in groundwater across the site (Figure 7). The maps show the estimated lateral extent of contamination based on the gradient and groundwater flow determined by measuring the potentiometric surface in the wells (Figure 8). Migration of contaminants is unknown due to lack of investigation south of the landfill site.

3.3 Potential Sources

Based on the contaminants found comparing to testing at the landfill area and distribution patterns, it has been determined that the former landfill is the source of the contamination.

4. Risk Assessment

4.1 Human Health Risk

In October 1990, C.C. Johnson & Malhotra, P.C. (CCJM) completed a Preliminary Assessment (PA) Report for the BLM (CCJM, 1990). The purpose of the PA was to assess whether site conditions posed a risk to human health and the environment. CCJM evaluated background information and collected four surface soil samples from the site. Samples were collected from sediments (surface soil) in different drainage pathways leading from landfilled areas toward the eastern and southern site boundary and one sample was collected west of the access road to evaluate background conditions.

Each soil sample was analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), pesticides, and metals. Two VOCs (chloroform and toluene) were detected in two of the soil samples but at concentrations below the analytical quantitation limit. Therefore, these values were flagged as estimated. Low concentrations (a maximum of 110 parts per billion) of several SVOCs were detected in two of the samples. The pesticide 4,4'-DDE was the only compound detected above detection limits and was found only in one sample. No PCBs were detected in any of the samples.

The background sample did not contain detectable concentrations of VOCs, SVOCs, PCBs, or pesticides. Detected compounds in soil were compared to generic Soil Screening Levels (SSLs) published by the NMED Hazardous Waste Bureau and Ground Water Quality Bureau [NMED, 2005]. SSLs are chemical-specific concentrations calculated using standard exposure assumptions to evaluate whether a site may warrant further response action. However, SSLs are not cleanup standards or regulatory criteria.

The historical assessment and recent studies indicate that potential risks to human health for individuals is **unlikely** unless shallow soils and/or groundwater from private wells within the contamination plume area (extrapolated from previous data) are handled or consumed.

4.2 Environmental Impact

The historical sampling results indicate there are a few contaminants found in the ground water that exceed the NMED standards for allowable levels for human health standards. The contamination present poses a minimal threat to local ecosystems, including surface water bodies and aquatic life due to the fact the landfill is currently covered with a clay and vegetative (grass) cap minimizing infiltration of storm water. Any disturbance of the soils in the vicinity (south and east) of the landfill should be done coupled with monitoring site conditions to assess any potential for human exposure and take necessary precautions.

Groundwater downgradient of the landfill is not suitable for consumption and restrictions should be placed to assure that does not happen.

5. Recommendations

5.1 Further Investigation South of the Former Landfill

The migration of the contamination plume south of the landfill site is only estimated at this time and further sampling on the property south of the landfill would be required to identify the extent of the plume and characterize the quality of the soil and groundwater.

Figure 7 shows the estimate of the plume extent based on historical groundwater level measurements.

Additional investigation would characterize the plume and identify if any constituents have migrated off site unto the land proposed for development. This additional investigation is **only suggested** at this time for informational purposes and not required prior to proceeding with the development. Any investigation to characterize the state of the groundwater and soils south of the landfill (in the proposed development areas) is at the discretion of the developer or could be completed if required by any regulatory agency.

It is recommended that groundwater south of the landfill not be extracted for any use using deed restrictions or relying on current city ordinances to prevent any installation of groundwater wells. Two existing wells currently in use for irrigation purposes are located further south of the proposed development property and are not included in this restriction. Any soils excavation in the area should be done using appropriate precautions to monitor the excavations. The developer should collaborate with NMED and stakeholders to inform them of the development and site status.

5.2 Remediation

Since the former landfill is classified as a “non-registered” site and is capped to prevent excess infiltration of surface water, no remediation has been required at the site by the NMED. The NMED is monitoring the annual sampling and associated results to determine when a no further action letter can be issued. Since the NMED directed that sampling be reduced from quarterly to annual, all indications are that they do not perceive the former landfill site as a threat and therefore property downgradient is most likely safe for development and human habitation. No environmental cleanup efforts on the development site south of the landfill are necessary at this time.

5.3 Monitoring

A long-term groundwater monitoring program to track the effectiveness of the clay and vegetative cap has been conducted by T or C and continues until the NMED issues a no further action letter. Additional sampling and monitoring by the developer are not required on the development property unless the developer desires to characterize the state of the property south of the former landfill, or if ordered by NMED or other state or federal agencies prior to development.

5.4 Regulatory Compliance

The NMED is currently monitoring the former landfill status and should be notified of development activity south of the landfill. The Cities of T or C and Elephant Butte should also be advised of activity and development plans for this property.

6. Conclusion

The results of the historical environmental sampling review indicate that groundwater in and adjacent to the T or C former landfill area is contaminated with various (although minimal) pollutants that exceed the NMED minimum standards. The contamination, however, poses minimal to no risk to human health and the environment south of the landfill as long as the shallow soils are handled with the appropriate care using adequate personal protective equipment and groundwater under the surface within the contamination plume area is not removed.

Further investigation effort to identify if any groundwater impacts exist on property south of the former landfill and to establish the extent of any plume of contaminated water is **optional** at this time only if desired by the developer. Shallow soils that are disturbed (<5 ft.) should be monitored in these areas during construction.

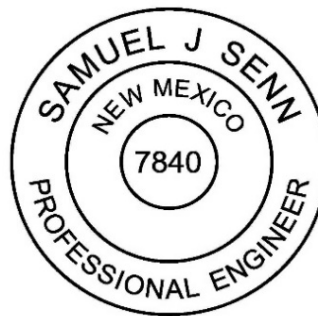
This report serves as a preliminary assessment based on available information at the time of the review and is for internal purposes only. If this report is issued to the NMED or other regulatory agency, the Engineer reserves the right to reformat the report into an acceptable presentation prior to issuance. Any further investigation to fully understand the extent of groundwater and soil contamination at area south of the landfill is optional and for information only since T or C is monitoring the site under review of the NMED.



Samuel J. Senn, P.E.

(702) 816-9900

sennsj@aol.com



September 18, 2023

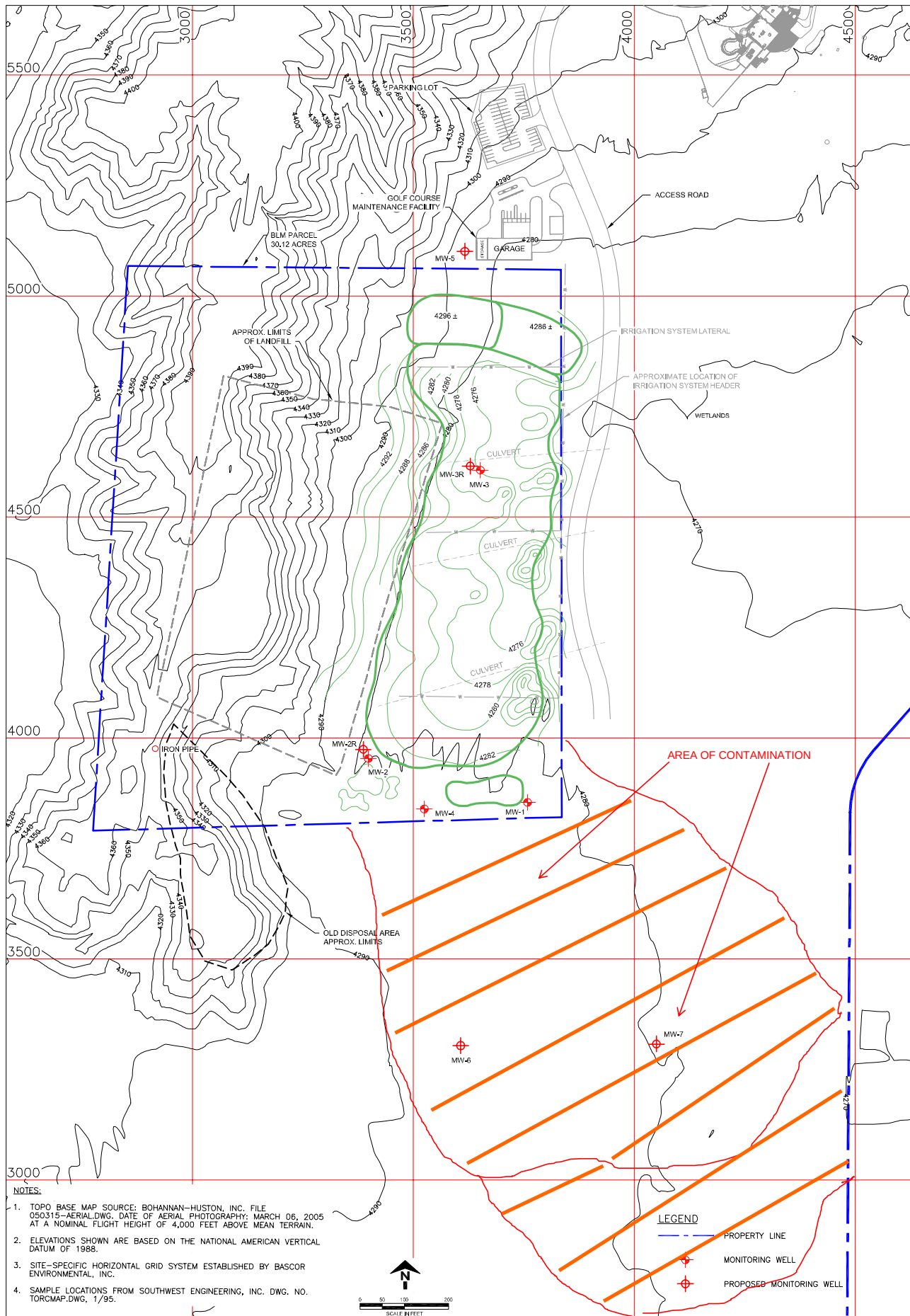
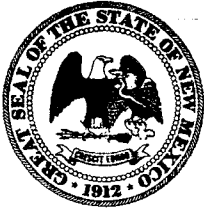


FIGURE: 1	SEI Saco Engineering Inc. 200 School of Mines, P.O. Box 7 Phoenix, AZ 85064 602-435-5604	BASCOR Environmental, Inc. Consulting Engineers & Scientists 800 W. Central Road, Suite 100N Phoenix, AZ 85006 602-435-5604 www.bascor.com	City of Truth or Consequences Truth or Consequences, NM 87001	FORMER T OR C LANDFILL Elephant Butte, New Mexico MONITORING WELL LOCATION MAP	REVISION: ORIGINAL	REVIEWED BY: J.TANAKA	DATE: 2-22-07
					PROJECT NUMBER: 307A	FIGURE 7	
DRAWN BY: J.TANAKA DRAWING PATH: I:\SERVING DATA\DRAWINGS\180330\ACLOSURE PLAN J.TANAKA - DRAWING NAME: WELL LOCATION MAP.DWG							



BILL RICHARDSON
GOVERNOR

State of New Mexico
ENVIRONMENT DEPARTMENT

Ground Water Quality Bureau
Harold Runnels Building
1190 St. Francis Drive, P.O. Box 26110
Santa Fe, New Mexico 87502-6110
Telephone (505) 827-2918
Fax (505) 827-2965



RON CURRY
SECRETARY

DERRITH WATCHMAN-MOORE
DEPUTY SECRETARY

September 25, 2006

Mr. Jaime Aguilera, City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

RE: Closure Work Plan Approval for the Former City Landfill, Bureau of Land Management Recreation and Public Purposes Lease No. NM037574, Sierra County, New Mexico

Dear Mr. Aguilera:

The purpose of this letter is for the New Mexico Environment Department (NMED) to approve a work plan (Closure Plan) submitted August 28, 2006 from BASCOR Environmental, Inc. on behalf of the City of Truth or Consequences for a site located approximately 2 miles northeast of the city. The site is located on portions of 30.12-acres of federal land, leased from the Bureau of Land Management (BLM), for the purpose of municipal waste disposal. The city used the land for that purpose from the early 1960's to the mid 1970's. The work plan proposes to further assess any potential environmental contaminant issues that could occur with local land development. As submitted, the Closure Plan is being treated as a Corrective Action Report work plan under the New Mexico Water Quality Control Commission (WQCC) Regulations 20.6.2.1203.A NMAC since the waste disposal operations ceased prior to May 14, 1989, the date on which landfill closure plan requirements became effective in New Mexico.

The overall objectives of the work plan are to acquire further field data to determine an appropriate waste cover system, and to provide updated data on ground water quality. The following activities are proposed in the work plan:

- Clearing of brush, test trenching and pot-holing, and surface cleanup of white goods in order to provide access and confirm the lateral extent of past waste disposal practices.
- Design of a cover system based on general design criteria listed in current state regulations under 20.9.1 NMAC, Section 502. Some variation in design will likely be

necessary because the site includes both flat portions and steep slopes.

- Monitoring well installation to augment the existing well network and slug testing to estimate hydraulic conductivity of the shallow aquifer materials.
- A ground water potentiometric surface map will be developed using data from the well network. Ground water samples from each monitoring well in the network will be submitted to a laboratory for volatile and semi-volatile organic compounds, pesticides, polychlorinated biphenyls, and metals.

The above-referenced work plan is approved with the following conditions:

- 1.) The City of Truth or Consequences shall install at least 3 monitoring wells. One monitoring well shall be located upgradient of the site and 2 monitoring wells shall be located downgradient of the disposal areas.
- 2.) The monitoring wells shall be installed in accordance with NMED guidelines.
- 3.) Ground water samples shall also be analyzed for major cations and anions using appropriate EPA approved methods.

Please be advised that this work plan approval does not relieve the City of Truth or Consequences of responsibility ~~if~~ the plan fails to adequately address contamination related to waste management/disposal activities. In addition, NMED approval does not relieve the City of Truth or Consequences of its responsibility to obtain third-party access and to comply with any other applicable federal, state and/or local laws and regulations, such as zoning requirements and nuisance ordinances.

If you have any questions, please contact Bart Faris at (505) 222-9521 or Chris Whitman at (505) 647-7959. Thank you for the City's cooperation in this matter.

Sincerely,



William C. Olson, Chief
Ground Water Quality Bureau

cc: John Tanaka, P.E., BASCOR Environmental, 800 W. Central Rd., Ste. 104N,
Mt. Prospect, IL 60056
Jack Whitt, Turtleback Mtn. Partners, 120 Stagecoach Dr., Elephant Butte, NM 87935
David Jevons, Bureau of Land Management, 1800 Marquess, Las Cruces, NM 88005
Chris Whitman, GWQB, NMED Dist. 3
Harry Mikel, SWB, NMED Dist. 3
ROS Reading File

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made as of Feb 9, 2023 (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 87901; and the CITY OF ELEPHANT BUTTE ("Lessee"), with an address at 103 Water Street, Elephant Butte, NM 87935.

WITNESSETH:

1. **Property.** Lessor and Lessee have entered into that certain Surface Lease Agreement (the "**Lease**") dated the date first written above, whereby Lessee leased from Lessor the surface of certain Property in Sierra County, New Mexico, more particularly described in Exhibit "A" attached hereto (the "**Premises**"), including the existing improvements, equipment and fixtures thereon, but *excluding* certain existing improvements, equipment and fixtures thereon owned by Lessor, including monitoring well equipment and fencing, as more particularly described in the Lease. Capitalized terms used herein without definition have the meanings given in the Lease.
2. **Term and Renewal Options.** The Lease has a Term of ninety-nine years commencing on the Lease Date, *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.
3. **Addresses.** The mailing addresses of Lessor and Lessee are stated above in the preamble.
4. **Assignment/Subletting.** The Lease provides that Lessee has the right to assign the Lease or sublease the Demised Premises subject to and in accordance with the terms of the Lease.
5. **Incorporation of Lease.** This Memorandum is for informational and notice purposes only and is subject to all of the terms, provisions and conditions of the Lease, which is incorporated herein by reference. In the event of any inconsistency between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.
6. **Binding Effect.** The terms, provisions and covenants of the Lease shall inure to the benefit of and be binding upon the Lessor and Lessee and their respective heirs and successors, except as otherwise expressly provided in the Lease.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the Lease
Date stated above.

LESSOR:

City of Truth or Consequences

By: [Signature]

Name: Amanda Forrister

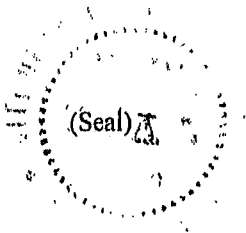
Title: Mayor

STATE OF NEW MEXICO)

) ss

COUNTY OF SIERRA)

This record was acknowledged before me on 02/08, 2023 by Amanda Forrister as
Mayor of TRUTH OR CONSEQUENCES, a New Mexico Municipality.



[Signature]

Notary Public

My commission expires: 05/22/2023

STATE OF NEW MEXICO
NOTARY PUBLIC
LISA GABALDON
COMMISSION # 1126130
EXPIRES MAY 22, 2023

LESSEE:

City of Elephant Butte

By: Phillip Mortensen

Name: Phillip Mortensen

Title: MAYOR

STATE OF NEW MEXICO)

) ss

COUNTY OF ^{Donner}SIERRA)

This record was acknowledged before me on Feb 9, 2023 by Phillip Mortensen as Mayor of the CITY OF ELEPHANT BUTTE, a New Mexico Municipality.

(Seal)

[Signature]
Notary Public

My commission expires: _____

STATE OF NEW MEXICO
NOTARY PUBLIC
JENNIFER ODOM-CORDOVA
COMMISSION #1123065
COMMISSION EXPIRES 08/22/2026

SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202300306
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BY CORTNEY

Exhibit "A"

To Memorandum of Lease

[Insert Legal Description of the Premises]

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 744-5773

January 27, 2017

LEGAL DESCRIPTION

(29.463 ACRES)

A 29.463 acre tract of land being Lot 3, Section 22, Township 13 South, Range 4 West, N.M.P.M., within the Turtleback Mountain Resort, in the City of Elephant Butte, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SE corner of this tract, a 5/8" rebar w/tag stamped "NMPLS 12129", a point on the west boundary of the Pedro Armendaris Grant No. 33, whence the Closing Corner between Sections 22 and 27, Township 13 South, Range 4 West and the Pedro Armendaris Grant No. 33, a 1" iron pipe with tag stamped "NMPLS 12129" bears S00°04'33"E, a distance of 1388.48 feet;

Thence, S88°20'34"W, a distance of 1061.11 feet to the SW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, N03°32'10"E, a distance of 1279.94 feet to the NW corner of this tract, a 5/8" rebar w/tag stamped "NMPLS 12129";

Thence, S89°32'17"E, a distance of 980.11 feet to the NE corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", a point on the west boundary of the Pedro Armendaris Grant No. 33;

Thence, continuing along said boundary, S00°04'33"E, a distance of 1238.91 feet to the point of beginning of the tract hereon described, containing 29.463 acres, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC Boundary Survey Plat dated January 24, 2017).



SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
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BY CORTNEY

PARTIAL ASSIGNMENT AND AMENDMENT OF SURFACE LEASE AGREEMENT

This Partial Assignment and Amendment of Surface Lease Agreement (this “Partial Assignment”) is made effective as of the date of the last signature below (the “Effective Date”), by and between RCCD HOLDINGS, LLC, a New York limited liability company (“RCCD”), and TRAVIS MANAGEMENT, LLC, a New York limited liability company (“Travis”), with the consent and agreement of THE CITY OF TRUTH OF CONSEQUENCES, a New Mexico municipality (“Lessor”), with reference to the following facts:

A. Lessor entered into a Surface Lease Agreement dated February 8, 2023 (the “Lease”) with the City of Elephant Butte, a New Mexico Municipality (“Elephant Butte”) as the named Lessee. By the Lease, Lessor leased to Elephant Butte the surface of certain land described on the attached Exhibit “A” (the “Driving Range”).

B. Elephant Butte assigned its rights, title and interest under the Lease to RCCD by an Assignment and Assumption of Surface Lease Agreement dated February 9, 2023 and recorded in the real property records of Sierra County, New Mexico on February 9, 2023 as Instrument No. 202300307. Under the terms of the Lease, Lessor’s consent to such assignment and assumption was not required.

C. RCCD now desires to assign a partial interest in its leasehold interest under the Lease to Travis, and to obtain Lessor’s consent to such assignment, and to amend the Lease to reflect that both RCCD and Travis, jointly, are the Lessee under the Lease.

Now, therefore, the parties agree as follows:

1. RCCD hereby assigns a partial interest in its leasehold interest under the Lease to Travis, such that the leasehold interest shall hereafter be held jointly by RCCD and Travis. This assignment is subject to all of the terms of the Lease and all of the obligations and liabilities of the Lessee under the Lease. Travis shall observe and perform all obligations of the Lessee under the Lease to the extent they are applicable to or performable by Travis, and shall cooperate with RCCD, its successors and assigns, in the observance and performance of the terms of the Lease.
2. Lessor consents to the assignment set out above.
3. Lessor, RCCD and Travis agree that the Lease is hereby amended to name RCCD and Travis, together, as the Lessee under the Lease.
4. This Partial Assignment shall be recorded in the real property records of Sierra County, New Mexico and shall run with the land (the Driving Range).

[Signatures on following pages]

In witness whereof, the parties have executed this Partial Assignment.

RCCD:

RCCD Holdings LLC, a New York limited liability company

By: _____
David Berman, its Sole Member

State of _____
County of _____

This record was acknowledged before me on _____, 2024 by David Berman as Sole Member of RCCD HOLDINGS LLC, a New York limited liability company.

Signature of notarial officer

{Stamp}

Title of office

[New Mexico state bar identification number, judicial district or area, county served or notary public commission number and date of commission expiration: _____]

Travis:

Travis Management, LLC, a New York limited liability company

By: _____

David Berman

Title: _____

State of _____

County of _____

This record was acknowledged before me on _____, 2024 by David Berman as
_____ of Travis Management, LLC, a New York limited liability company.

Signature of notarial officer

{Stamp}

Title of office

[New Mexico state bar identification number, judicial district or area, county served or notary
public commission number and date of commission expiration: _____]

Lessor:

City of Truth of Consequences, a New Mexico municipality

By: _____
Name _____
Title _____

State of _____
County of _____

This record was acknowledged before me on _____, 2024 by _____
as _____ of City of Truth of
Consequences, a New Mexico municipality.

Signature of notarial officer

{Stamp}

Title of office

[New Mexico state bar identification number, judicial district or area, county served or notary
public commission number and date of commission expiration: _____]

Exhibit "A"
Legal Description of Leased Premises (the Driving Range)

[Attached]

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 744-5773

January 27, 2017

LEGAL DESCRIPTION

(29.463 ACRES)

A 29.463 acre tract of land being Lot 3, Section 22, Township 13 South, Range 4 West, N.M.P.M., within the Turtleback Mountain Resort, in the City of Elephant Butte, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SE corner of this tract, a 5/8" rebar w/tag stamped "NMPLS 12129", a point on the west boundary of the Pedro Armendaris Grant No. 33, whence the Closing Corner between Sections 22 and 27, Township 13 South, Range 4 West and the Pedro Armendaris Grant No. 33, a 1" iron pipe with tag stamped "NMPLS 12129" bears S00°04'33"E, a distance of 1388.48 feet;

Thence, S88°20'34"W, a distance of 1061.11 feet to the SW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, N03°32'10"E, a distance of 1279.94 feet to the NW corner of this tract, a 5/8" rebar w/tag stamped "NMPLS 12129";

Thence, S89°32'17"E, a distance of 980.11 feet to the NE corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", a point on the west boundary of the Pedro Armendaris Grant No. 33;

Thence, continuing along said boundary, S00°04'33"E, a distance of 1238.91 feet to the point of beginning of the tract hereon described, containing 29.463 acres, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC Boundary Survey Plat dated January 24, 2017).



SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202300306
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02/09/2023 03:35:12 PM
BY CORTNEY

ASSIGNMENT AND ASSUMPTION OF SURFACE LEASE AGREEMENT

This Assignment and Assumption (this "**Assignment**") is executed as of Feb 09, 2023 (the "**Effective Date**") by the CITY OF ELEPHANT BUTTE ("**Seller**"), having offices at 103 Water Ave., Elephant Butte, NM, 87935, in favor of RCCD HOLDINGS, LLC, a New York limited liability company, having offices at 362 St. Marks Place, Staten Island, NY, 10301 ("**Buyer**").

Seller and MBDB LLC as the original "Buyer" entered into that certain Real Estate Purchase Agreement dated as of August 4, 2022, (the "**Agreement**"). MBDB LLC has assigned all of its rights and interests as Buyer under the Agreement to Buyer.

Under the Agreement, Seller has agreed to sell and Buyer has agreed to purchase certain real property now owned by Seller located in Sierra County, New Mexico, and being known as the Sierra del Rio Golf Course (the "**Golf Course**"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Pursuant to the Agreement, Seller has agreed to assign to Buyer all of Seller's right, title and interest in that certain Surface Lease Agreement ("**Driving Range Lease**") dated Feb 09, 20__ between Seller as Lessee and the City of Truth or Consequences as Lessor. The leased Premises are described in the attached Exhibit "A."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Assignment; Approval; Consent.** As of the Effective Date, Seller hereby assigns, sells and transfers to Buyer all of Seller's right, title and interest in, to and under the Driving Range Lease. Under the Paragraph of the Driving Range Lease entitled Assignment and Subletting, the consent of Lessor is not required for this Assignment.
2. **Assumption.** As of the Effective Date, Buyer expressly accepts the assignment and agrees to assume and hereby assumes all liabilities and obligations of the Seller accruing from and after the date hereof, in connection with the Driving Range Lease.
3. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.
4. **Applicable Law.** This Assignment shall be governed by and interpreted in accordance with the laws of the State of New Mexico.
5. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns.

[Signatures on following pages]

SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202300307
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02/09/2023 03:35:12 PM
BY CORTNEY

SELLER:

City of Elephant Butte

By Phillip Mortensen
Phillip Mortensen, Mayor

State of New Mexico
County of Dona Ana

This record was acknowledged before me on Feb 09, 2023 by Phillip Mortensen as Mayor of the CITY OF ELEPHANT BUTTE, a New Mexico municipality.

[Signature]
Signature of notarial officer

{Stamp}

Escrow Officer
Title of office

[New Mexico state bar identification number, judicial district or area, county served or notary public commission number and date of commission expiration: _____]

STATE OF NEW MEXICO
NOTARY PUBLIC
JENNIFER ODOM-CORDOVA
COMMISSION #1123065
COMMISSION EXPIRES 08/22/2026

SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202300307
Book 140 Page 307
3 of 5
02/09/2023 03:35:12 PM
BY CORTNEY

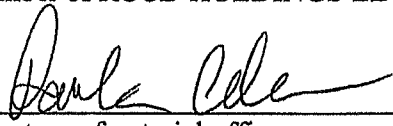
BUYER:

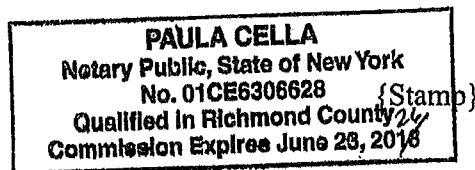
RCCD Holdings LLC, a New York limited liability company

By:  2/6/23
David Berman, Sole Member

State of New York
County of Richmond

This record was acknowledged before me on February 8th, 2023 by David Berman as Sole Member of RCCD HOLDINGS LLC, a New York limited liability company.


Signature of notarial officer



Notary Public
Title of office

[New Mexico state bar identification number, judicial district or area, county served or notary public commission number and date of commission expiration: _____]

SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
202300307
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BY CORTNEY

Exhibit "A"
Legal Description of Leased Premises

[Attached]

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 744-5773

January 27, 2017

LEGAL DESCRIPTION (29.463 ACRES)

A 29.463 acre tract of land being Lot 3, Section 22, Township 13 South, Range 4 West, N.M.P.M., within the Turtleback Mountain Resort, in the City of Elephant Butte, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SE corner of this tract, a 5/8" rebar w/tag stamped "NMPLS 12129", a point on the west boundary of the Pedro Armendaris Grant No. 33, whence the Closing Corner between Sections 22 and 27, Township 13 South, Range 4 West and the Pedro Armendaris Grant No. 33, a 1" iron pipe with tag stamped "NMPLS 12129" bears S00°04'33"E, a distance of 1388.48 feet;

Thence, S88°20'34"W, a distance of 1061.11 feet to the SW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, N03°32'10"E, a distance of 1279.94 feet to the NW corner of this tract, a 5/8" rebar w/tag stamped "NMPLS 12129";

Thence, S89°32'17"E, a distance of 980.11 feet to the NE corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", a point on the west boundary of the Pedro Armendaris Grant No. 33;

Thence, continuing along said boundary, S00°04'33"E, a distance of 1238.91 feet to the point of beginning of the tract hereon described, containing 29.463 acres, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC Boundary Survey Plat dated January 24, 2017).



SIERRA COUNTY
SHELLY TRUJILLO, COUNTY CLERK
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02/09/2023 03:35:12 PM
BY CORTNEY



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.4

SUBJECT: Discussion/Action – 1401 Platinum request for extension on variance revocation

DEPARTMENT: Community Development

DATE SUBMITTED: June 19, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Commission approved P & Z recommended to revoke the variance at 1401 Platinum at their meeting 6/12/24. Applicant is requesting an extension

Recommendation:

Consider request for extension

Attachments:

- Letters to Revoke Variance
-

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 6-26-24

From: Tycho Sallee <tychosallee22@gmail.com>

Sent: Friday, June 21, 2024 1:08 PM

To: Torres, Angela <aatorres@torcnm.org>

Subject: 1401 Platinum Variance Revocation

Hi my name is Christy Sallee, I have the trailer on 1401 Platinum street. The variance I had received has been revoked and I'm asking if I could have extra time in order to get my trailer relocated. I'm in process of selling it. Please let me know if I need to file an appeal for more time or if getting on the agenda for commissioners meeting

Thank you for your time and consideration



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

June 11, 2024

Christy Sallee
1401 Platinum
Truth or Consequences, NM 87901

Re: 1401 Platinum

Dear Ms. Sallee,

This letter is sent to you regarding the mobile home that you have placed on the property located at 1401 Platinum. We understand that Mr. Bryan is the owner of the real property and you are the contact person.

At its regular meeting of March 8, 2023, the City Commission granted a variance that allowed the applicant to move its mobile home to 1401 Platinum. Because the mobile home was more than twenty (20) years old, a variance was required. Nevertheless, the applicant was still required to comply with all applicable zoning ordinances, particularly Section 11-11-2 of the City's Zoning Code.

Although the variance was granted over a year ago, the mobile home has continually been in violation of Section 11-11-2, and particularly subsections (C)(D)(E)(F) and (G). Section 11-11-2 is attached hereto.

We understand that you have been notified by City Staff on numerous occasions about the existence of these violations, but you have failed or refused to take corrective action.

At its June 12, 2024 regular meeting of the City Commission for the City of Truth or Consequences, the City Commission voted to revoke the variance. However, the City Commission has agreed to allow you until July 15, 2024 to bring the mobile home in full compliance with Section 11-11-2 and all other City Ordinances.

If you fail to bring the mobile home in full compliance by July 15, 2024, the City demands that you remove the aforesaid mobile home from 1401 Platinum by July 15, 2024. If you fail or refuse to either bring the mobile home in full compliance or to otherwise remove the mobile home by July 15, 2024, the City will commence proceedings to remove the mobile home. In such event, the City may record a lien against the property for the removal costs and fees associated with the removal.

If you have any questions or comments, please contact Assistant City Manager Traci Alvarez at 575-894-6673, ext. 353.



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

Very Sincerely,

Mayor Rolf Hechler



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

June 12, 2024

Seth Byran
1206 Platinum
Truth or Consequences, NM 87901

Re: 1401 Platinum

Dear Mr. Bryan,

This letter is sent to you regarding the mobile home that you have placed on the property located at 1401 Platinum. We understand that you are the owner of the real property and Ms. Sallee is the contact person.

At its regular meeting of March 8, 2023, the City Commission granted a variance that allowed the applicant to move its mobile home to 1401 Platinum. Because the mobile home was more than twenty (20) years old, a variance was required. Nevertheless, the applicant was still required to comply with all applicable zoning ordinances, particularly Section 11-11-2 of the City's Zoning Code.

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If you have any questions or comments, please contact Assistant City Manager Traci Alvarez at 575-894-6673, ext. 353.



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

Very Sincerely,

A handwritten signature in black ink, appearing to read "Rolf Hechler". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mayor Rolf Hechler



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.5

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

DEPARTMENT: Community Development

DATE SUBMITTED: June 19, 2024

SUBMITTED BY: Traci Alvarez

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

Summary/Background: Applicant wishes to split single parcel into 2 parcels. Property is located in the C-1 district. Both proposed parcels meet minimum required lot size and have uninterrupted access to City maintained street and utilities. All required documents have been submitted and applicable fees paid. Letter of authority from property owner for applicant to act on their behalf has been reviewed and approved. Public hearing notice has been sent, no opponents or proponents have contacted City Offices. Public Hearing was heard at the P & Z Meeting on 6/10. P & Z recommended approval of Summary Plat Amendment.

Recommendation:

Accept/Deny Recommendation from P & Z Board

Attachments:

- P & Z Agenda Packet
- Draft P & Z Minutes

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 6-26-24



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 6-10-2024

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

BACKGROUND:

Applicant wishes to split single parcel into 2 parcels. Property is located in the C-1 district. Both proposed parcels meet minimum required lot size and have uninterrupted access to City maintained street and utilities. All required documents have been submitted and applicable fees paid. Letter of authority from property owner for applicant to act on their behalf has been reviewed and approved. Public hearing notice has been sent, no opponents or proponents have contacted City Offices.

SUPPORT INFORMATION:

Summary Plat
Aerial map
Location Map
Public Hearing Notice
Code References
Findings of Facts Checklist

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.org	Phone: 575-894-6673	

LA VISTA ADDITION, REPLAT NO. 1

A REPLAT OF A PORTION OF BLOCK 5, LAS VISTA ADDITION, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF SIERRA COUNTY, NEW MEXICO, ON OCTOBER 4, 1929 AS PLAT NO. 19

DATE OF SURVEY: SEPTEMBER 25, 2023

LEGEND

- ⊙ INDICATES 1/2" SET REBAR W/PLASTIC CAP NMPS 5949
- INDICATES FOUND 3/4" REBAR W/PLASTIC CAP STAMPED "NMPS 5949" OR AS NOTED

OVERHEAD LINES
FENCE LINES

APPROVAL

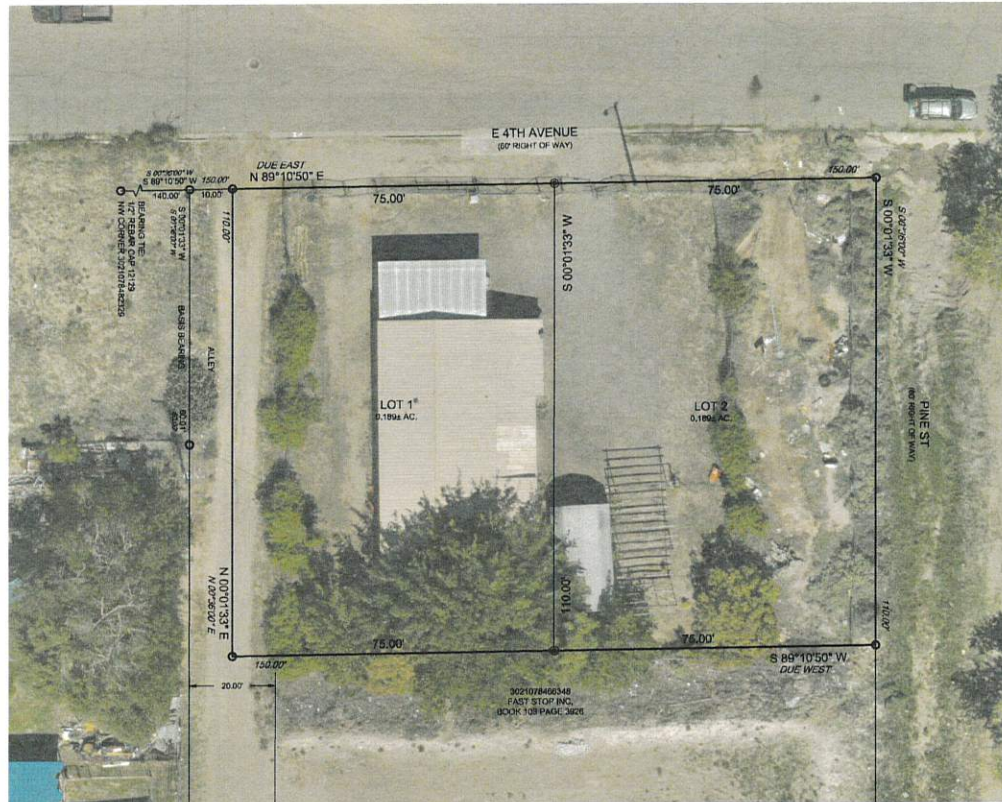
THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, DOES HEREBY ACKNOWLEDGE THE ALTERATION OF PARCEL BOUNDARIES AS SHOWN ON THIS PLAT

MAYOR _____ DATE _____

DOCUMENTS USED IN THE PREPARATION OF THIS PLAT:
PARENT TRACT: WARRANTY DEED, JOINT TENANTS, BOOK 141 PAGE 25/8, SIERRA COUNTY, NEW MEXICO.

NOTES:

1. RECORD MEASUREMENTS IN ITALICS
2. USE DRAWING SCALE TO DETERMINE MEASUREMENTS WHEN NOT LABELED
3. PROPERTY SHOWN TO BE IN FLOOD ZONE "X" AREAS OF MINIMAL FLOOD HAZARD PER FEMA MAP 250070050C, EFFECTIVE JULY 18, 1996
4. BASES OF SCARPING IS HARIO DATUM, GRID NORTH IN GROUND DISTANCE BASED ON GPS OBSERVATIONS, NM NAD83 2011 ZONE, PROJECTION WITH THE POINT OF ORIGIN AT 30° 07' 22.58" N, 107° 34' 47.48" W, GRID TO GROUND SCALE OF 1.000245851 FROM THE ORIGIN POINT, ALL COORDINATES SHOWN, IF ANY, ARE LOCAL ONLY
5. PLAT CERTIFIED TO: DAVID BERMAN
6. INSTRUMENT OF OWNERSHIP INSTRUMENT NO. 20230207, FILED 8-2-1-2023.



GEM SURVEYING, P.O. BOX 183, ORDAN, NM 88052
TEL: 575-425-4176, FAX: 505-824-0281 WWW.GEMSURVEYING.COM

SURVEYORS CERTIFICATION

I, JOHN F. ESQUEL, A NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

JOHN F. ESQUEL NMPS 5949

DATE _____

LA VISTA ADDITION, REPLAT NO. 1

A REPLAT OF A PORTION OF BLOCK 5, LAS VISTA ADDITION, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF SIERRA COUNTY, NEW MEXICO, ON OCTOBER 4, 1929 AS PLAT NO. 19

DATE OF SURVEY: SEPTEMBER 25, 2023

LEGEND

- ⊙ INDICATES 1/2" SET REBAR W/PLASTIC CAP N/PS 8546
- INDICATES FOUND 1/2" REBAR W/PLASTIC CAP STAMPED "N/PS 8546" OR AS NOTED
- OVERHEAD LINES
- FENCE LINES

APPROVAL

THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, DOES HEREBY ACKNOWLEDGE THE ALTERATION OF PARCEL BOUNDARIES AS SHOWN ON THIS PLAT

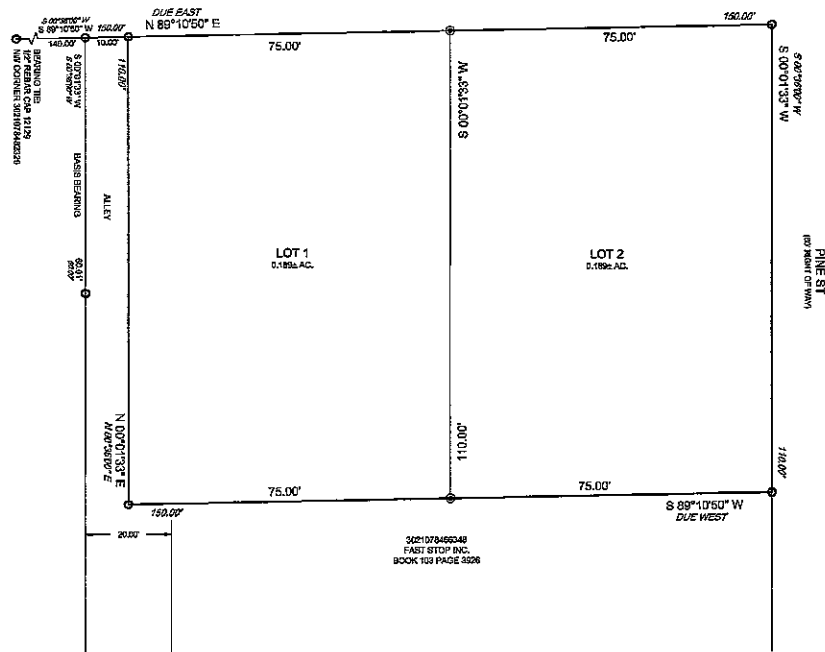
MAYOR _____ DATE _____

DOCUMENTS USED IN THE PREPARATION OF THIS PLAT:
PARCEL TRACTS WARRANTY DEED, JOINT TENANTS, BOOK 141 PAGE 2578,
SIERRA COUNTY, NEW MEXICO.
BOUNDARY SURVEY PLAT, JOHN F. ESQUIBEL, DATED SEPTEMBER 25, 2023,
SIERRA COUNTY, NEW MEXICO.

NOTES:

1. RECORD MEASUREMENTS IN ITALICS
2. USE DRAWING SCALE TO DETERMINE MEASUREMENTS WHEN NOT LABELED
3. PROPERTY SHOWN TO BE IN FLOOD ZONE "X" (AREAS OF ANNUAL FLOOD HAZARD) PER FEMA MAP 150070002C, EFFECTIVE JULY 15, 1996
4. BASE OF BENCHMARK IS KNOWN DATUM, GRID NORTH IN CHANGING DISTANCES BASED ON GPS OBSERVATIONS, HAS VERTICALLY CORRECTED WITH THE POINT OF CORRECTION AT 50' OF 238' N, 107' W 47' 48" W GRID TO GROUND SCALE OF 1:6224881 FROM THE ORIGIN POINT. ALL COORDINATES SHOWN IF ANY ARE LOCAL ONLY.
5. PLAT CERTIFIED TO DAVID BERMAN
6. INSTRUMENT OF OWNERSHIP INSTRUMENT NO. 23070207, FILED 8-21-2023.

E 4TH AVENUE
(60' RIGHT OF WAY)



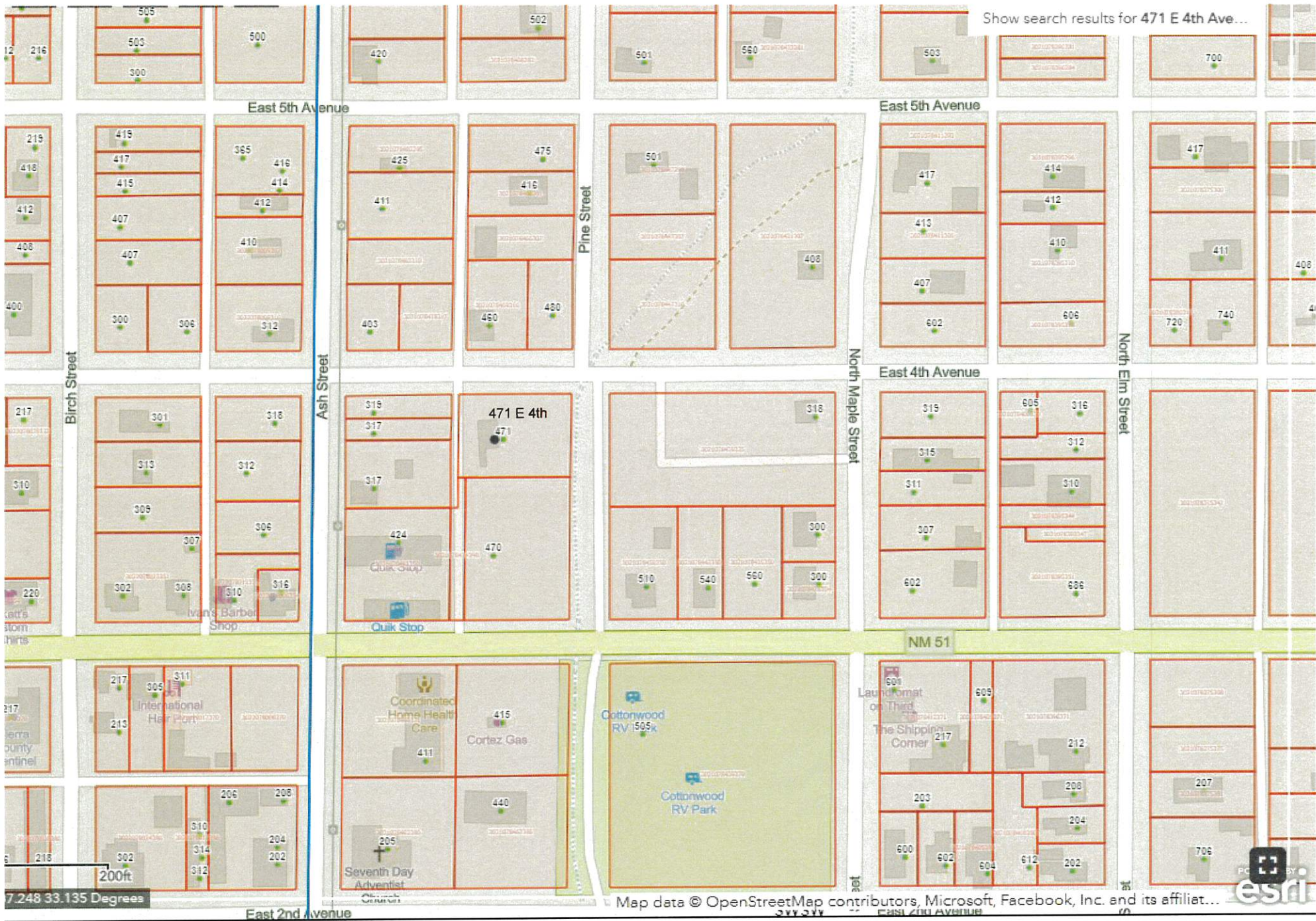
GEM SURVEYS, P.O. BOX 180, ORDAN, NM 88052
TEL: 575-436-0176, FAX: 505-230-6801 WWW.GEMSURVEYS.COM

SURVEYOR'S CERTIFICATION

I, JOHN F. ESQUIBEL, A NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

JOHN F. ESQUIBEL, 18479 55949

DATE



Show search results for 471 E 4th Ave...

East 5th Avenue

East 5th Avenue

Pine Street

North Maple Street

East 4th Avenue

North Elm Street

471 E 4th

NM 51

East 2nd Avenue

Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates...



Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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

Destiny Mitchell
Commissioner

Ingo Hoepfner
Commissioner

Angie Gonzales
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, June 10, 2024, to receive input regarding the following:

Public Hearing/Discussion/Action: Summary Plat Amendment at 471 E. 4th Street, Truth or Consequences, New Mexico. Applicant wishes to split their lot.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

Please contact Traci Alvarez at (575) 941-0565 or by email at talvarez@torcnm.org should you have any questions regarding this Public Hearing.

The agenda may be obtained on Friday, June 7, 2024, on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

/s/ Angela A. Torres, CMC, City Clerk

Publish on the following date:

- Sentinel– Thursday, May 16, 2024

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.

District	Lots: Minimum Area	Lots: Minimum Width	Dwelling: Minimum Area	Maximum Height
R-1	9,000 s. f.	60'	1,200 s. f.	26'
R-2: Single-Family	5,000 s. f.	60'	900 s. f.	26'
R-2: Two-Family	4,000 s. f./unit	60'	650 s. f./unit	35'
R-2: Multiple-Family	3,500 s. f./unit	60'	600 s. f./unit	35'
R-2: Apartments	3,500 s. f./unit	60'	500 s. f./unit	35'
R-2: MH*	5,000 s. f.	60'	900 s. f.	26'
R-3: Single-Family	4,500 s. f.	45'	700 s. f.	35'
R-3: Two-Family	3,000 s. f./unit	45'	500 s. f./unit	35'
R-3: Multiple-Family	3,000 s. f./unit	45'	450 s. f./unit	35'
R-3: Apartments	2,000 s. f./unit	45'	400 s. f./unit	35'
R-3: NM*	4,500	45'	550 s. f.	26'
R-4	1 acre	75'	1,200 s. f.	26'
RR-1	5,000 s. f.	50'	800 s. f.	26'

District	Lots: Minimum Area	Lots: Minimum Width	Dwelling: Minimum Area	Maximum Height
C-1	5,000 s. f.	60'	" "	35'
C-1: MH*	4,000 s. f.	45'	550 s. f.	26'
M-1	" "	60'	" "	35'
T-1	21,780 s. f.	100'	800 s. f.	35'
T-1: MH*	21,780 s. f.	60'	550 s. f.	26'

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date 6-10-2024 Address 471 E 4th

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.

*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, June 10, 2024**

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 Monday, June 10, 2024 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman
Susan Buhler, Vice Chairman Via Phone
Esther Luchini, Member
Lisa Kent, Member Via Phone

ALSO PRESENT:

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

1. APPROVAL OF AGENDA:

Member Luchini made a motion to approve the agenda. Vice Chairman Buhler seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

a) May 13, 2024.

Vice Chairman Buhler made a motion to approve the minutes. Member Luchini seconded the motion. Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC (3 Minute Rule Applies)

Kyle Smith: I just have to speak about something I want you guys to start thinking about. This city desperately needs to put some kind of regulations limits on short term rentals. Cities all over the world have done this. Tiny towns have done this to huge place like Sydne Australia, Barcelona Spain. Where I moved from in Colorado Manitou Springs in 2012 passed rules one its Air BnB's. It is making rentals and living prices skyrocket, housing prices are skyrocketing simply because of this. When you have time type in on you google Air BnB city regulations and a million things will pop up dating from 10 years ago when it started being noticed up until now where its still being debated heavily. It's a heavily debated issue in tiny towns all across the country. They become very heated very emotion for good reason because people start showing up to these meetings. Prices are going up. There is a sign I just saw in town that says eff your Air Bnb's. This is going to happen. I just read in the newspaper that enrollment at the high

school had gone down. Can families afford homes here? It's a serious question. I bought a home here 5 years ago and it's easily doubled in value. You can find statistics on it whatever you want but we all can talk to people and know that just in the past few years rental prices here have skyrocketed and so has housing and a large part of that is because a share of the market is dominated by investment buyers from out of state who are buying Air BnBs. Atlanta Georgia passed regulations saying I mean they went full out you could only own 1 Air BnB, limited number all together that could be in town, and they said you have to be a resident of Atlanta to own that Air BnB and you have to live there permanently. I appreciate what the P&Z board tries to do. I don't know how we could address this I am just saying we need to address this. Look at some examples so many cities have done this. If you go into Vice, there is a really good documentary about Crested Butte Colorado. It's from like 6 years ago. Type in Crested Butte Vice documentary about secondary housing. You can see it's a contentious issue, but we need to get the reins on it and restore it. This is a family community; neighborhoods are actually emptying. On the Air BnB website alone it shows you on a map how many are in a certain section. There are over 55 just in the bath house and those are the registered ones. Air BnB is just one there is all sorts of other short term rental apps. It's something I encourage you to think about for the sake of maintaining this as a family town.

City Admin Assistant Martinez swore in the participants for the public hearings.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

- a) Public Hearing/Discussion/Action: Summary Plat Amendment at 471 E. 4th Street, Truth or Consequences, New Mexico. Applicant wishes to split their lot. Assistant City Manager Alvarez

Assistant City Manager Alvarez: The applicant is here in the audience he wishes to amend plot at 471 E 4th split the single parcel into 2 parcels. The property is located in the C-1 district. Both proposed parcels do meet the minimum required size of lot required. They have uninterrupted access to all city utilities and city-maintained roads. All the required documents have been submitted and all the fees have been paid. The applicant is here they aren't the property owner however they have submitted the required documents for them to act on behalf of the property owner. Public hearing notice has been sent. There are no opponents or proponents they have contacted city offices, and no proponents or opponents are here in attendance. I stand for any questions. In your packet I do have the plot. I also did an arial view showing lots in that same area and how they been split as well.

Applicant Nate Stephens: I just purchased this property. We have completed a remodel on the existing resident. We feel that a 150-foot by 110-foot lot for a single resident is a little extreme. Our plan is to split the lot so that we could put another residence on the land that is there currently.

Chairman Sisney: I am looking at the photograph from above are you familiar with this set up? It doesn't look like the offset is there.

Applicant Nate Stephens: The offset from?

Chairman Sisney: From the center. Where you would be putting the new lot line.

Applicant Nate Stephens: It is. Its 5 feet is what it is. It's 5 feet from the current structure.

Chairman Sisney: Mrs. Alvarez can I ask you if that is correct for this zoning?

Assistant City Manager Alvarez: I do believe so, but I will verify. It's a residence in a commercial.

Chairman Sisney: that is why I ask. I get confused on all these.

Assistant City Manager Alvarez: Yes 5-foot side set back is allowed.

Chairman Sisney: What are you going to put there?

Applicant Nate Stephens: I am not sure if we will build there or possibly put another modular home. More than likely, it will be a place building something in the future. We are getting ready to the residence that is there now back on the market. That is the reason we are doing the lot split now.

Vice Chairman Buhler: It looks like part of the lot has a little bit of a ravine through it.

Chairman Sisney: I see that.

Vice Chairman Buhler: My question would be about that.

Applicant Nate Stephens: The ravine runs right next to our property. The reason that we split it the way that we did we gave 78-feet to the one side so that way there will be plenty of room to meet the setbacks in the future and stay away from the flood zone right there. The first lot will be 71.53 feet and the second one will be 78.47 feet. You would have additional space on that second lot so that we could stay away from the flood danger.

Assistant City Manager Alvarez: I can direct you in your packet as well to the last page this is your Planning and Zoning Commission findings of facts checklist.

Chairman Sisney: As this is drawn. I don't know if everything is accurate then. It's showing the lot line going into the alley next to it if you were to take another 4 foot off and make that 71 feet per the drawing then the lot line would be right up against that present building. Is that correct? I have a feeling the overlay is off.

Assistant City Manager Alvarez: I think it probably just the opposite more than likely we developed our alley way just sort of as a natural dirt that probably ran through the original parcel. The exterior survey that's the way its already registered. All he is doing is splitting that in the middle.

Chairman Sisney: Right, but he just mentioned that its not going to be in the middle is going to be 71 on one side and 78 on the other.

Assistant City Manager: What I am trying to tell you is on the lot line the exterior survey that is already an existing parcel. The alley way that you see we unfortunately in a lot of circumstances is just sort of a natural drive that encroaches sometimes on people's parcels due to maybe the way vegetation grows. Technically if the property owner wanted, he could request that we clear further and make our alley outside his lot line.

Chairman Sisney: Do you see the point I was making though. On the drawing they are both 75-foot and with that line going down the middle of it there is a 5-foot set back but if you were to make that lot 71-feet and the one next to it 78-feet it would be 79 actually. Then that would move this line over to that building it would move it right up against the building itself.

Assistant City Manager Alvarez: I do understand what you're saying. He is not required to do that if they don't want to. As long as his lots meet the minimum size. Per our code each lot has to only be 60-feet wide.

Chairman Sisney: With the set back? The property line is now 4-feet closer to the building than it is on this drawing. Is that making sense Nate are you following me on this.

Applicant Nate Stephens: Yes, and I'm not sure if the overlay like what you said is just different on here the way it looks. We purposely went 5-foot from the existing structure and then that storage building that is shown that is actually getting moved off the property completely. We will be 5-feet from the existing structure to meet the setbacks.

Proponents:

There were no proponents.

Opponents:

There were no opponents.

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for Summary Plat Amendment at 471 E. 4th Street, Truth or Consequences, New Mexico. Member Luchini seconded the motion. Motion carried.

5. NEW BUSINESS:

- a) Discussion/Action: Request to Revoke Variance at 1401 Platinum. Assistant City Manager Alvarez

Assistant City Manager Alvarez: You guys are very familiar with this property. The city staff has tried to work tremendously with this applicant after you and the city commission approved the variance request at 1401 Platinum, unfortunately the applicant is unable to meet the requirements due to the financial situation. She is unable to get the taps and the water and sewer connected. She is unable to at this time even meet any of the minimum requirements such as skirting around the mobile home or anything like

that. I have spoken both with her and the property owner. They do know that this is coming to you guys for recommendation to go to commission to have the variance revoked. If you guys recommend it and the city commission approves it, they will be issued a notice a letter from our legal giving them 30 days to either bring the property compliant or to remove the mobile home. If it is not removed within that time frame, then the city will go through the resolution abatement process and the city will then be responsible to remove or demo the mobile home and we would put a lean against the property for the cost of that. At this time, we are requesting approval to proceed forward with the recommendation to request to revoke the variance.

Member Luchini: The applicants are aware of the fees that they are responsible for?

Assistant City Manager Alvarez: The applicant and the property owner yes. Ultimately it will be the property owner that will be responsible. They do have another property here in town. The applicant told me that she was not going to be able to make it work and that she actually had the mobile home up for sale and that somebody that was interested in purchasing it and lived in the Village of Williamsburg and so they were going through the process that's required at the village to potentially move it over that way. When I spoke to the property owners that was the first they had heard about that. I think one way or another either the property owner will take possession of it and potentially bring up to required code or have it removed from the property themselves because they definitely don't want to lose their property.

Chairman Sisney made a motion to recommend approval to the City Commission for Request to Revoke Variance at 1401 Platinum. Vice Chairman Buhler seconded the motion. Motion carried.

6. REPORTS FROM THE BOARD.

There were no reports from the Board

7. REPORTS FROM STAFF.

Assistant City Manager Alvarez: No, Chairman unless you wanted to update the board on the workshop that was held with the City Commission pertaining to looking at combing the variance boards.

Chairman Sisney: Did you want me or you?

Assistant City Manager Alvarez: That is why I was asking. You were in attendance, so I wasn't sure if you wanted to update the board.

Chairman Sisney: I was there, so was Esther. The city council did bring it up and they decided to table the matter. At this point I don't have much to say about that. How about you, Mrs. Alvarez.

Assistant City Manager Alvarez: No, you are correct. I think the commission did a good job listing the board members that attended and listened to their concerns and their questions. At this time, they are tabling the combing of the PUAB and the Planning and Zoning. I think they are looking at a different

route for potentially Airport but that will come into the works later. You guys are a pretty full board you are just missing one member and so they did task the advisory boards to really try and recruit people onto the boards. It is still a possibility that in the future we may have to look at it if we can't get any board members for our Utility Advisory Board. We are very much lacking there but at this time its tabled and we will move forward until commission directs otherwise.

Chairman Sisney: Thank you for the update.

8. ADJOURNMENT:

Member Luchini made a motion to adjourn.

Chairman Sisney seconded the motion

Motion carried unanimously.

Chairman Sisney adjourned the meeting at 4:22 p.m.

PASSED AND APPROVED ON THIS 8th DAY OF July, 2024.

Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.6

SUBJECT: PD Update
DEPARTMENT: City Manager's Office
DATE SUBMITTED: June 21, 2024
SUBMITTED BY: City Clerk Torres
WHO WILL PRESENT THE ITEM: Chief of Police Tavizon

Summary/Background:

PD Update.

Recommendation:

Presentation only

Attachments:

- N/A
- [Click here to enter text.](#)

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-26-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.7

SUBJECT: Streetlight Update
DEPARTMENT: Electric Department
DATE SUBMITTED: June 21, 2024
SUBMITTED BY: City Clerk Torres
WHO WILL PRESENT THE ITEM: Bo Easley, Electric Division Director

Summary/Background:

Update the Commissioners on the City's streetlight infrastructure.

Recommendation:

Presentation only

Attachments:

- N/A
- Click here to enter text.

Fiscal Impact (Finance): N/A

Click here to enter text.

Legal Review (City Attorney): N/A

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.

Continued To: Click here to enter a date. Referred To: Click here to enter text.

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

File Name: CC agendas 6-26-2024



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.8

SUBJECT: Appointment of Chris Sisney to the Public Utility/Impact Fee Advisory Board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: June 21, 2024

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

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

Recommendation:

Approval of appointment to the board(s).

Attachments:

-
- Board Member application.

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-26-2024



City of Truth or Consequences

City Boards Application

Name: CHRIS SISNEY Address: 952 VEATER
Phone: 575 740 5802 Email: CSISNEY@CATTAILINK.NET

I am interested in serving as a member of one the following Boards:

- ☐ Airport Advisory Board ☐ Public Arts Advisory Board ☐ Recreation/Golf Course Advisory Board
☒ Public Utility Advisory Board ☐ Library Advisory Board ☐ Impact Fee Board
☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission
☐ Other: _____

My qualifications are:

HAVING BEEN INVOLVED IN CONSTRUCTION FOR MANY
YEARS, I AM VERY FAMILIAR WITH CONSTRUCTION TECHNIQUES.
I HAVE ALSO BEEN TRAINED IN ELECTRONICS AND UNDERSTAND
ELECTRONIC AND LOW VOLTAGE SYSTEMS. I AM ALSO FAMILIAR
WITH MECHANICAL SYSTEMS AND HAVE PROFESSIONAL
EXPERIENCE THERE ALSO.
I HAVE SERVED ON THE PLANNING AND ZONING COMMISSION
(CURRENTLY ACTIVE MEMBER) AND HAVE A GOOD ATTENDANCE
RECORD.

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: 4 JAN 24



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.9

SUBJECT: Re-Appointment of Jeff Dornbusch to the Public Utility/Impact Fee Advisory Board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: June 21, 2024

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

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

Recommendation:

Approval of re-appointment to the board(s).

Attachments:

-
- Board Member application.

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-26-2024



City of Truth or Consequences

City Boards Application

Name: Joseph "Left" Downbox Address: 1122 W. 8th Ave
Phone: 575 740 2144 Email: jdscats@gmail.com

I am interested in serving as a member of one the following Boards:

- | | | |
|---|---|---|
| ☐ Airport Advisory Board | ☐ Public Arts Advisory Board | ☐ Golf Course Advisory Board |
| ☒ Public Utility Advisory Board | ☐ Library Advisory Board | ☐ Recreation Advisory Board |
| ☐ Lodger's Tax Advisory Board | ☐ Planning & Zoning Commission | ☐ Impact Fee Board |
| ☐ Other: _____ | | |

My qualifications are:

money

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature: _____

Joseph "Left" Downbox

Date: _____

6/14/24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.10

SUBJECT: Discussion/Action: Amendment to Quality of Life Grant No. 22-ZG1023-7

DEPARTMENT: Parks

DATE SUBMITTED: June 21, 2024

SUBMITTED BY: O.J. Hechler

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

Summary/Background:

Quality of Life Grant No. 22-ZG1023-7 pertains Ralph Edwards Park Improvements. The purpose of this amendment is to extend the Grant Agreement expiration from June 30, 2025 to June 30, 2026.

Recommendation:

Approve Amendment

Attachments:

- Amendment No. 1 for Subrecipient Agreement No. 22-ZG1023-7
- Grant Agreement No. 22-ZG1023-7

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 6-26-2024

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
2022 REGIONAL RECREATION CENTERS/QUALITY OF LIFE GRANT
SUBRECIPIENT AGREEMENT AMENDMENT NO. 1**

**SUBRECIPIENT AGREEMENT BETWEEN THE DEPARTMENT OF FINANCE AND
ADMINISTRATION AND CITY OF TRUTH OR CONSEQUENCES**

Subrecipient Agreement No. **22-ZG1023-7**
Project Title: **Ralph Edwards Park Improvements**

THIS AMENDMENT, hereinafter referred to as the "Amendment," is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico 87501, hereinafter referred to as the "Division" and the CITY OF TRUTH OR CONSEQUENCES, hereinafter referred to as the "Subrecipient". This Amendment shall be effective as of July 1, 2024.

RECITALS

WHEREAS, on March 9, 2022, the Governor of New Mexico, Michell Lujan Grisham signed into law the allocation of \$45,000,000 for the Regional Recreation Centers/Quality of Life Grant for local governments to plan, design, furnish and equip regional recreation centers and quality of life projects statewide; and

WHEREAS, the Grantee and the Division entered into a grant agreement, effective 3/16/2023, in the amount of \$449,019.00 for Ralph Edwards Park Improvements Phase II; and

WHEREAS, on March 6, 2024, the Governor of New Mexico, Michell Lujan Grisham signed into law to change the period of time for expending the state fiscal recovery fund award appropriation from June 30, 2025 to align with the State Fiscal Recovery Fund; and

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the new reversion date is officially changed to June 30, 2026.

IN WITNESS WHEREOF, the parties do hereby execute this Amendment.

THIS AMENDMENT has been approved by:

SUBRECIPIENT:

Chief Elected Official/Authorized Signatory

Date

Print Name/Title

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Jeannette Gallegos

Date

Acting Division Director

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 62000 REGIONAL RECREATION CENTERS QUALITY OF LIFE**

THIS AGREEMENT is made and entered into 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 54, Section 10, Subsection 14, 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-ZG1023-7 \$449,019.00 APPROPRIATION REVERSION DATE: JUNE 30, 2025
Laws of 2022, Chapter 54, Section 10, Subsection 14, Four Hundred Forty Nine Thousand Nineteen Dollars and Zero Cents (\$449,019.00), To plan, design, construct , furnish and equip the Ralph Edwards Park in Truth or Consequences in Sierra county.

The Grantee's total reimbursements shall not exceed Four Hundred Forty Nine Thousand Nineteen Dollars and Zero Cents \$449,019.00 (the "Award Amount").

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 Reimburse²¹ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Award 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 Award 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 a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

²¹ "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. 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: Amanda Forrister
Title: Mayor
Address: 505 Sims St. Truth or Consequences, NM 87901
Email: amanda.forrister@torcnm.org
Telephone: 575-894-6673

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

Grantee: City of Truth or Consequences
Name: Traci Alvarez
Title: Assistant City Manager
Address: 505 Sims St. Truth or Consequences, NM 87901
Email: bswingle@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: DFA/Local Government Division
Name: Lynda Martinez
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: lynda.martinez@dfa.nm.gov
Telephone: 505-699-3975

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, 2025**, 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 Award 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. 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, on Exhibit 3. Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that monthly reports have been submitted. The Grantee hereby acknowledges that failure to complete and submit reports 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. 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.

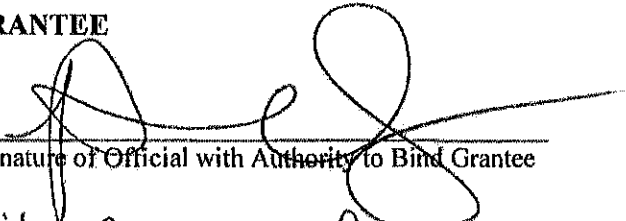
B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

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.

[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

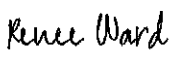
By: Amanda Forrister
(Type or Print Name)

Its: Mayor
(Type or Print Title)

March 8, 2023
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

DocuSigned by:


2394383D9F60490...

By:

Its: Division Director

3/16/2023
Date

Addendum A

FEDERAL PROVISIONS

1. Applicability of Provisions.

The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

- A. Grantees are required to follow 2 C.F.R. 200, Subparts A, B, C, and F, as well as certain provisions of Subparts D and E. Those provisions under Subparts D and E are:

Subpart D Post Federal Award Requirements

- 200.300 Statutory and national policy requirements.
- 200.302 Financial management.
- 200.303 Internal controls.
- 200.328 Financial reporting.
- 200.329 Monitoring and reporting program performance.

Record Retention and Access (2 C.F.R. 200.334 – 200.338)

- 200.334 Retention requirements for records.
- 200.335 Requests for transfer of records.
- 200.336 Methods for collection, transmission, and storage of information.
- 200.337 Access to records.
- 200.338 Restrictions on public access to records.

Remedies for Noncompliance (2 C.F.R. 200.339 – 200.343)

- 200.339 Remedies for noncompliance.
- 200.340 Termination.
- 200.341 Notification of termination requirement.
- 200.342 Opportunities to object, hearings, and appeals.
- 200.343 Effects of suspension and termination.
- 200.344 Closeout.
- 200.345 Post-closeout adjustments and continuing responsibilities.
- 200.346 Collection of amounts due.

Subpart E – Cost Principles

- 200.400(a) - (c), and (e) Policy guide.
- 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs.
- 200.404(e) Reasonable costs.

- B. The State of New Mexico is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSLFRF statute, CSLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- C. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- D. These Federal Provisions are subject to the CSLFRF Award as may be revised pursuant to ongoing

Addendum A

guidance from the relevant Federal or State of New Mexico agency.

2. Definitions.

For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

“Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

“Entity” means:

- a Non-Federal Entity;
- a foreign public entity;
- a foreign organization;
- a non-profit organization;
- a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
- a foreign non-profit organization (only for 2 CFR part 170) only);
- a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- a foreign for-profit organization (for 2 CFR part 170 only).

“Executive” means an officer, managing partner or any other employee in a management position.

“Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov.

“Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

“Grant” means the Grant to which these Federal Provisions are attached.

“Grantee” means the state identified as such in the Grant to which these Federal Provisions are attached.

“Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

“Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

Is not organized primarily for profit; and

Uses net proceeds to maintain, improve, or expand the operations of the organization.

“OMB” means the Executive Office of the President, Office of Management and Budget.

“Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

“Prime Recipient” means the New Mexico State agency, the New Mexico Department of Finance and Administration, identified as the Grantor in the Grant to which these Federal Provisions are attached.

Addendum A

"Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

"Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

"System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

"Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

Salary and bonus;

Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

Change in present value of defined benefit and actuarial pension plans;

Above-market earnings on deferred compensation which is not tax-qualified;

Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

"Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

"Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

"Unique Entity ID Number" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity.

Information on UEs can be found at: sam.gov/content/duns-uei

3. Compliance

Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued

Addendum A

pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of New Mexico, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

Per US Treasury Final Award requirements, State programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements.

SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

UEI. Subrecipient shall provide its UEI number to its State, and shall update Subrecipient's information in SAM at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

4. Total Compensation.

Subrecipient shall include Total Compensation in SAM for each of its most highly compensated Executives for the preceding fiscal year if:

The total Federal funding authorized to date under the Award is \$30,000 or more; and
In the preceding fiscal year, Subrecipient received:

80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

\$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

Effective Date and Dollar Threshold for federal Reporting.

Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000.

If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above CSLFRF reporting is required.

5. Procurement Standards.

Addendum A

Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records.

A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

6. Single Audit Requirements.

If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

Election.

A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

Exemption.

If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

7. Grant Provisions for Subrecipient Agreements.

In addition to other provisions required by the Federal Awarding Agency or the State, Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

Addendum A

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Never Agreement with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). The State is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the

Addendum A

Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

8. Event of Default and Termination.

Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of New Mexico may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of New Mexico under the Grant, at law or in equity.

9. Termination.

The Federal Award may be terminated in whole or in part as follows:

- By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

STATE OF NEW MEXICO
HB2 Regional Recreation Centers/Quality of Life
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: \$ 0.00
 C. AIPP Amount (If Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: \$ 0.00
 F. Reversion Amount (If Applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. ☐ ARPA ☐ GF
 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 required 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 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

Amanda Forrister
 Printed Name

 Printed Name

Date: March 8, 2023

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
REGIONAL RECREATION CENTERS/QUALITY OF LIFE GRANT - 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: _____

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: _____

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

STATE OF NEW MEXICO
HB2 Regional Recreation Centers/Quality of Life
Monthly Report Form
Exhibit 3

Appropriation Recipient: _____

Appropriation Number: _____

Use of Appropriation Funds	Amount
Capital Expenses	\$ 0.00
Other	\$ 0.00
	\$ 0.00
	\$ 0.00
Total Amount of Appropriation Funds Expended	\$ 0.00

Narrative

Describe the outcomes, results, benefit, and or uses of the appropriation funds



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.11

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

DEPARTMENT: Parks

DATE SUBMITTED: June 21, 2024

SUBMITTED BY: O.J. Hechler

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

Summary/Background:

Quality of Life Grant No. 23-ZH5053-52 pertains to the Louis Armijo Sports Complex Master Plan. The purpose of this amendment is to extend the Grant Agreement expiration from June 30, 2024 to June 30, 2026.

Recommendation:

Approve Amendment

Attachments:

- Grant Agreement Amendment 23-ZH5053-52
- Grant Agreement No. 23-ZH5053-52

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 6-26-2024

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
2023 REGIONAL RECREATION CENTERS/QUALITY OF LIFE GRANT
SUBRECIPIENT AGREEMENT AMENDMENT NO. 1**

**SUBRECIPIENT AGREEMENT BETWEEN THE DEPARTMENT OF FINANCE AND
ADMINISTRATION AND CITY OF TRUTH OR CONSEQUENCES**

Subrecipient Agreement No. **23-ZH5053-52**
Project Title: **Louis Armijo Sports Complex Master Plan Development**

THIS AMENDMENT, hereinafter referred to as the "Amendment," is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico 87501, hereinafter referred to as the "Division" and the CITY OF TRUTH OR CONSEQUENCES, hereinafter referred to as the "Subrecipient". This Amendment shall be effective as of July 1, 2024.

RECITALS

WHEREAS, on April 7, 2023, the Governor of New Mexico, Michell Lujan Grisham signed into law the allocation of \$40,000,000 for the Regional Recreation Centers/Quality of Life grants statewide; and

WHEREAS, the Grantee and the Division entered into a grant agreement, effective 1/5/2024, in the amount of \$48,188.00 for Louis Armijo Sports Complex Master Plan Development Project; and

WHEREAS, on March 6, 2024, the Governor of New Mexico, Michell Lujan Grisham signed into law to change the period of time for expending the state fiscal recovery fund award appropriation from June 30, 2024 to align with the State Fiscal Recovery Fund; and

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the new reversion date is officially changed to June 30, 2026.

IN WITNESS WHEREOF, the parties do hereby execute this Amendment.

THIS AMENDMENT has been approved by:

SUBRECIPIENT:

Chief Elected Official/Authorized Signatory

Date

Print Name/Title

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Jeannette Gallegos

Date

Acting Division Director

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

COVER PAGE

State Agency Department of Finance and Administration	Agreement Number <u>23-ZH5053-52</u>		
Subrecipient Name City of Truth or Consequences	Subaward Period of Performance Start Date <i>July 1, 2023</i>		
Subrecipient Unique Entity Identifier (UEI) YRPKBBHU1EJ8	End Date <i>June 30, 2024</i>		
Subaward Amount \$ 48,188.00 (This amount reflects the amount of federal funds obligated by this action and the current financial obligation)	Subaward Budget Period Start Date <i>July 1, 2023</i> End Date <i>June 30, 2024</i>		
Subaward Project Description (Purpose) Grant of Coronavirus State and Local Fiscal Recovery Funds to plan and design the Louis Armijo Sports Complex in Truth or Consequences in Sierra County.			
Exhibits The following are Exhibit and Attachments are included within this Agreement: 1. Exhibit A, Federal Award Information 2. Exhibit B, Scope of Work and Budget 3. Exhibit C, Federal Provisions 4. Exhibit D, Assurances of Compliance with Civil Rights Requirements 5. Exhibit E, Davis-Bacon Act Requirements (If Applicable) 6. Exhibit F, Eligible and Restricted Uses of CSFRF Funds 7. Exhibit G, CSFRF Quarterly Reports			
Contact Information <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>Pass-Through Entity (State):</u> Agency Name: Local Government Division of Department of Finance and Administration Representative: Alison Gillette Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: Alison.Gillette@dfa.nm.gov </td> <td style="width: 50%; vertical-align: top;"> <u>Subrecipient:</u> Name: City of Truth or Consequences Representative: Amanda Forrister Title: Mayor Address: 505 Sims St T or C NM, 87901 Email: amanda.forrister@torcnm.org </td> </tr> </table>		<u>Pass-Through Entity (State):</u> Agency Name: Local Government Division of Department of Finance and Administration Representative: Alison Gillette Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: Alison.Gillette@dfa.nm.gov	<u>Subrecipient:</u> Name: City of Truth or Consequences Representative: Amanda Forrister Title: Mayor Address: 505 Sims St T or C NM, 87901 Email: amanda.forrister@torcnm.org
<u>Pass-Through Entity (State):</u> Agency Name: Local Government Division of Department of Finance and Administration Representative: Alison Gillette Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: Alison.Gillette@dfa.nm.gov	<u>Subrecipient:</u> Name: City of Truth or Consequences Representative: Amanda Forrister Title: Mayor Address: 505 Sims St T or C NM, 87901 Email: amanda.forrister@torcnm.org		

FEDERAL AWARD IDENTIFICATION

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

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

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

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

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

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

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

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

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

1. Definitions

- a. **"Agreement Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- b. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- c. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- d. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner.

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

- e. **"Budget"** means the budget for the Work described in Exhibit B.
- f. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the legal public holidays.
- g. **"Effective Date"** means the date on which this Agreement is approved and signed by the New Mexico agency, as shown on the Signature for this Agreement.
- h. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- i. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.
- j. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- k. **"Goods"** means any movable material acquired, produced, or delivered by State as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by the State in connection with the Services.
- l. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- m. **"STATE"** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- n. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system

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

- o. **"Initial Term"** means the time period defined in the agreement.
- p. **"IPRA"** means the Inspection of Public Records Act, a New Mexico state law that provides the public and media access to public information. The law requires open access to almost all public records in state and local government, with few exceptions
- q. **"Matching Funds"** means the funds provided the State as a match required to receive the Grant Funds.
- r. **"Party"** means the State or STATE, and **"Parties"** means both the State and Subrecipient.
- s. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.
- t. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- u. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- v. **"Services"** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- w. **"State Confidential Information"** means any and all State Records not subject to disclosure under IPRA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under IPRA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to IPRA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently

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

- x. **"State Fiscal Year"** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- y. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under IPRA.
- z. **"Subcontractor"** means third parties, if any, engaged by Subrecipients to aid in performance of the Work.
- aa. **"Tax Information"** means federal and State of New Mexico tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- bb. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- cc. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.
- dd. **"Work"** means the Goods delivered and Services performed pursuant to this Agreement.
- ee. Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

2. Scope of Work

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

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

- (a) SUBRECIPIENT will comply with 31 C.F.R. Part 35 Subpart A – Coronavirus State and Local Fiscal Recovery Funds.
- (b) SUBRECIPIENT will comply with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the C.F.R.
- (c) SUBRECIPIENT will adhere to both the Federal Procurement Laws contained in 2 C.F.R. Part 200.318 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in the New Mexico Procurement Code.
- (d) SUBRECIPIENT will adhere to the requirements of the GRANTOR'S CSLFRF Program.
- (e) SUBRECIPIENT will adhere to the Scope of Work and Budget in Exhibit B.
- (f) SUBRECIPIENT will comply with Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 where applicable.
- (g) SUBRECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 C.F.R. Part 200.326 which is further discussed in Section 7 of this agreement.
- (h) SUBRECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 7 of this agreement.
- (i) SUBRECIPIENT will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in Section 7 of this agreement. SUBRECIPIENT agrees to alert the STATE immediately if a contractor working for the SUBRECIPIENT becomes debarred or suspended.
- (j) SUBRECIPIENT acknowledges and agrees that the STATE is a "recipient" of CSLFRF funds as such term is used in the CSLFRF regulations, and SUBRECIPIENT shall provide, upon the reasonable request of the STATE, financial and performance reports sufficient to demonstrate SUBRECIPIENT'S compliance with CSLFRF and as otherwise necessary for STATE to satisfy the subrecipient monitoring and management requirements of 2 C.F.R. Part 200.331 to 200.333.

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

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

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

3. Term of Agreement

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

4. Payment Terms of Grant Funding

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

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

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

c. Payment Procedures

- (1) The STATE shall pay the SUBRECIPIENT in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B. SUBRECIPIENT segregate, on each invoice, the applicable New Mexico tax.
- (2) SUBRECIPIENT shall initiate payment requests by invoice to the STATE, in a form and manner approved by the STATE.
- (3) The STATE shall pay each invoice within forty-five (45) days following the STATE's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by the SUBRECIPIENT and previously accepted by the STATE during the term that the invoice covers. If the STATE determines that the amount of any invoice is not correct, then SUBRECIPIENT shall make all changes necessary to correct that invoice.
- (4) The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

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

d. Financial Documentation

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

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

5. Reporting, Monitoring, and Review

a. Requirements

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

b. Risk Assessment

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

c. Monitoring

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

d. Performance and Final Status

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

e. Violations Reporting

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

f. Inspection

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

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

g. Final Audit Report

SUBRECIPIENT shall promptly submit to the STATE a copy of any final audit report of an audit performed on SUBRECIPIENT's records that relates to or affects this Agreement or the Work, whether the audit is conducted by SUBRECIPIENT or a third party. Additionally, if SUBRECIPIENT is required to perform a single audit under 2 C.F.R. Part 200.501, *et seq.*, then SUBRECIPIENT shall submit a copy of the results of that audit to the STATE within the same timelines as the submission to the federal government.

6. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

7. Records, Audits, and Other Grant Compliance Issues

It is understood that this agreement may be utilized as part of the American Rescue Plan Act (Coronavirus State and Local Fiscal Relief Fund – ALN 21.027) and therefore both parties agree to maintain accounts and records, including personnel, property, and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above program. The SUBRECIPIENT will comply with all applicable federal law, regulations, executive orders, grant policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the STATE, SUBRECIPIENT, or any other party pertaining to any matter resulting from the agreement.

a. Work Product Information

- (1) The SUBRECIPIENT may receive from the STATE work product information that the STATE utilizes. The SUBRECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUBRECIPIENT further acknowledges that the STATE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

(2) With respect to the SUBRECIPIENT'S use of any work product transmitted by or originally created by the STATE, the SUBRECIPIENT acknowledges it is the SUBRECIPIENT'S decision to act accordingly. The SUBRECIPIENT has the option to either adopt such product as the SUBRECIPIENT'S own or the SUBRECIPIENT may utilize the following other options available to the SUBRECIPIENT:

- i. Modify the STATE'S work product appropriate to the SUBRECIPIENT'S own needs;
- ii. Create and adopt the SUBRECIPIENT'S own work product separate from the STATE'S work products; or,
- iii. Adopt a work product created by other State or Federal agencies when applicable to the SUBRECIPIENT'S needs.

(3) If the SUBRECIPIENT utilizes any of the STATE'S work products in any way then the SUBRECIPIENT acknowledges that the STATE makes no representations or warranties with regard to the same.

b. Audit

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be maintained and retained for five (5) years after closeout of the grant program. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

c. Records

The STATE and SUBRECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUBRECIPIENT also agrees to provide the STATE, the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG), Pandemic Relief Accountability Committee (PRAC), or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this Agreement;
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this Agreement;
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts (See Exhibit C);
- (4) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay (See Exhibit C);
- (5) For all contracts that meet the definition of "funding agreement" under 37 C.F.R. Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 C.F.R. Part 401 (See Exhibit C);
- (6) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act** (See Exhibit C);
- (7) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. Part 180)** which prohibit the contracting with any party listed on the "System for Award Management" (SAM), formerly identified as the "Excluded Parties List System" (EPLS.gov), which identifies all parties that have active exclusions (i.e., suspensions, debarments) imposed by a federal agency (See Exhibit C);
- (8) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to

~~influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352 (See Exhibit C);~~

- (9) For all construction contracts in excess of \$2,000 and required by federal grant regulations, the **Davis Bacon Act** which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly (See Exhibit E);
- (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 C.F.R. Part 200.216 prohibits use of federal grant or loan funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 C.F.R. Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products); and,
- (12) **Procurement of Recovered Materials** as required by 2 C.F.R. Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance;
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity;
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a

~~disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency);~~

- (5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled;
- (6) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;
- (7) **Reporting Provision** requires that all contracts should include a requirement that the SUBRECIPIENT assist the STATE, when applicable, with any awarding agency requirements and regulations pertaining to reporting;
- (8) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the STATE formally closes out each federal program (STATE and SUBRECIPIENT grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required);
- (9) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections;
- (10) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance;
- (11) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system;
- (12) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste;

- ~~(13) Toxic Substance Control Act~~ which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint;
- (14) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval;
- (15) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges; and,
- (16) **Section 603 Title VI of the Social Security Act** which establishes the Coronavirus State and Local Fiscal Recovery Fund and identifies eligible and ineligible uses for the Fund monies (See Exhibit E).

In compliance with Section 7(a)(7) above, the SUBRECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e., suspensions, debarments) on the "System for Award Management" (SAM) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUBRECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the SAM or otherwise been debarred from contracting on any projects involving federal funds.

In no event shall the SUBRECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been debarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement, then both the SUBRECIPIENT and STATE must be notified. STATE may, at its sole discretion, immediately implement the termination provisions discussed in Section 12 below if the SUBRECIPIENT decides to continue with the project using a "debarred" or "active exclusion" contractor or subcontractor.

8. Liability and Indemnity

a. Liability

This Agreement is intended for the benefit of the STATE and the SUBRECIPIENT and does not confer any rights upon any other third parties. All rights by and between the STATE and the SUBRECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

b. Indemnity

The SUBRECIPIENT will indemnify, defend, and hold harmless the STATE, including the

STATE'S employees and agents, from and against any and all claims or liabilities arising from the fault of the SUBRECIPIENT, its employees or agents in carrying out the SUB RECIPIENT'S duties and obligations under the terms of this agreement. The STATE will indemnify, defend, and hold harmless the SUBRECIPIENT, including the SUBRECIPIENT'S employees and agents, from and against any and all claims or liabilities arising from the fault of the STATE, its employees or agents in carrying out the STATE'S duties and obligations under the terms of this agreement. Notwithstanding the forgoing, in no event shall SUBRECIPIENT be liable for, and shall not indemnify, defend or hold harmless STATE for, any loss or liability resulting from the gross negligence or willful misconduct of STATE. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

9. Insurance

SUBRECIPIENT shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the STATE.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all SUBRECIPIENT or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- v. \$1,000,000 each occurrence; and
- vi. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- vii. \$1,000,000 each occurrence; and
- viii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- ix. \$1,000,000 each occurrence; and
- x. \$1,000,000 general aggregate.

B. Additional Insured

The STATE shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of SUBRECIPIENT and Subcontractors. This means the certificate of insurance shall explicitly state: "The State of New Mexico is an additional insured."

C. Primacy of Coverage

Coverage required of SUBRECIPIENT and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by SUBRECIPIENT or the STATE.

D. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to SUBRECIPIENT.

E. Subrogation Waiver

All commercial insurance policies secured or maintained by SUBRECIPIENT or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against SUBRECIPIENT or the STATE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

F. Certificates

For each commercial insurance plan provided by SUBRECIPIENT under this Agreement, SUBRECIPIENT shall provide to the STATE certificates evidencing SUBRECIPIENT's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. SUBRECIPIENT shall provide to the STATE certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if SUBRECIPIENT's Subcontractor is not in effect as of the Effective Date, SUBRECIPIENT shall provide to the STATE certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following SUBRECIPIENT's execution of the Subcontractor. No later than fifteen (15) days before the expiration date of SUBRECIPIENT's or any Subcontractor's coverage, SUBRECIPIENT shall deliver to the STATE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the STATE, SUBRECIPIENT shall, within seven (7) Business Days following the request by the STATE, supply to the STATE evidence satisfactory to the STATE of compliance with the provisions of this section.

10. Breach

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §11 for that Party. Notwithstanding any provision of this Agreement to the contrary, the STATE, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the STATE.

11. Remedies

a. STATE's Remedies

If SUBRECIPIENT is in breach under any provision of this Agreement and fails to cure such breach, the STATE, following the notice and cure period set forth in §10, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The STATE may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of SUBRECIPIENT's uncured breach, the STATE may terminate this entire Agreement or any part of this Agreement. Additionally, if SUBRECIPIENT fails to comply with any terms of the Federal Award, then the STATE may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. SUBRECIPIENT shall continue performance of this Agreement to the extent not terminated, if any.

1. Obligations and Rights

To the extent specified in any termination notice, SUBRECIPIENT shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, SUBRECIPIENT shall complete and deliver to the STATE all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the STATE, SUBRECIPIENT shall assign to the STATE all of SUBRECIPIENT's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, SUBRECIPIENT shall take timely, reasonable and necessary action to protect and preserve property in the possession of SUBRECIPIENT but in which the STATE has an interest. At the STATE's request, SUBRECIPIENT shall return materials owned by the STATE in SUBRECIPIENT's possession at the time of any termination. SUBRECIPIENT shall deliver all completed Work Product and all Work Product that was in the process of completion to the STATE at the STATE's request.

2. Payments

Notwithstanding anything to the contrary, the STATE shall only pay SUBRECIPIENT for accepted Work received as of the date of termination. If, after termination by the STATE, the STATE agrees that SUBRECIPIENT was not in breach or that SUBRECIPIENT's action or inaction was excusable.

3. Damages and Withholding

Notwithstanding any other remedial action by the STATE, SUBRECIPIENT shall remain liable to the STATE for any damages sustained by the STATE in connection with any breach by SUBRECIPIENT, and the STATE may withhold payment to SUBRECIPIENT for the purpose of mitigating the STATE's damages until such time as the exact amount of damages due to the STATE from SUBRECIPIENT is determined. The STATE may withhold any amount that may be due SUBRECIPIENT as the STATE deems necessary to protect the STATE against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the STATE in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

~~The STATE, in its discretion, may exercise one or more of the following additional remedies:~~

1. Suspend Performance

Suspend SUBRECIPIENT's performance with respect to all or any portion of the Work pending corrective action as specified by the STATE without entitling SUBRECIPIENT to an adjustment in price or cost or an adjustment in the performance schedule. SUBRECIPIENT shall promptly cease performing Work and incurring costs in accordance with the STATE's directive, and the STATE shall not be liable for costs incurred by SUBRECIPIENT after the suspension of performance.

2. Withhold Payment

Withhold payment to SUBRECIPIENT until SUBRECIPIENT corrects its Work.

3. Deny Payment

Deny payment for Work not performed, or that due to SUBRECIPIENT's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

4. Removal

Demand immediate removal of any of SUBRECIPIENT's employees, agents, or Subcontractors from the Work whom the STATE deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the STATE to be contrary to the public interest or the STATE's best interest.

5. Intellectual Property

If any Work infringes, or if the STATE in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, SUBRECIPIENT shall, as approved by the STATE (i) secure that right to use such Work for the STATE and SUBRECIPIENT; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the STATE.

b. SUBRECIPIENT's Remedies

If the STATE is in breach of any provision of this Agreement and does not cure such breach, SUBRECIPIENT, following the notice and cure period in §10 and the dispute resolution process in §12, shall have all remedies available at law and equity.

12. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the STATE reserves the right to terminate this Agreement at any time upon written notice of termination or if the SUBRECIPIENT has failed to comply with the terms of this Agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUBRECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the State of New Mexico. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

13. Conflicts of Interest

a. Actual Conflicts of Interest

SUBRECIPIENT shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of SUBRECIPIENT under this Agreement. Such a conflict of interest would arise when a SUBRECIPIENT or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the STATE, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

b. Apparent Conflicts of Interest

SUBRECIPIENT acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the STATE's interests. Absent the STATE's prior written approval, SUBRECIPIENT shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of SUBRECIPIENT's obligations under this Agreement.

c. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if SUBRECIPIENT is uncertain whether a conflict or the appearance of a conflict has arisen, SUBRECIPIENT shall submit to the STATE a disclosure statement setting forth the relevant details for the STATE's consideration. Failure to promptly submit a disclosure statement or to follow the STATE's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

14. Notices and Representatives

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered:

- a. by hand with receipt required;
- b. by certified or registered mail to such Party's principal representative at the address set forth below; or
- c. as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement.

If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. Rights in Work Product and Other Information

- a. Work Product
 - i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, SUBRECIPIENT hereby assigns to the STATE, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that SUBRECIPIENT cannot make any of the assignments required by this section, SUBRECIPIENT hereby grants to the STATE a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The STATE may assign and license its rights under this license.

ii. Patents

In addition, SUBRECIPIENT grants to the STATE (and to recipients of Work Product distributed by or on behalf of the STATE) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by SUBRECIPIENT that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the STATE.

iii. Assignments and Assistance

Whether or not SUBRECIPIENT is under Agreement with the STATE at the time, SUBRECIPIENT shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the STATE, to enable the STATE to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. SUBRECIPIENT assigns to the STATE and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

b. Exclusive Property of the STATE

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing STATE Records, STATE software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the STATE (collectively, "STATE Materials"). SUBRECIPIENT shall not use, willingly allow, cause or permit Work Product or STATE Materials to be used for any purpose other than the performance of SUBRECIPIENT's obligations in this Agreement without the prior written consent of the STATE. Upon termination of this Agreement for any reason, SUBRECIPIENT shall provide all Work Product and STATE Materials to the STATE in a form and manner as directed by the STATE.

c. Exclusive Property of SUBRECIPIENT

SUBRECIPIENT retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to SUBRECIPIENT including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by SUBRECIPIENT under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "SUBRECIPIENT Property"). SUBRECIPIENT Property shall be licensed to the STATE as set forth in this Agreement or a STATE approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the STATE from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. General Provisions

a. Assignment

SUBRECIPIENT's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the STATE. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of SUBRECIPIENT's rights and obligations approved by the STATE shall be subject to the provisions of this Agreement.

b. Subcontractors

SUBRECIPIENT shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the STATE. SUBRECIPIENT shall submit to the STATE a copy of each such subgrant or Subcontract upon request by the STATE. All subgrants and Subcontracts entered into by SUBRECIPIENT in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of New Mexico, and shall be subject to all provisions of this Agreement. If the entity with whom SUBRECIPIENT enters into a Subcontract or subgrant would also be considered a SUBRECIPIENT, then the Subcontract or subgrant entered into by SUBRECIPIENT shall also contain provisions permitting both SUBRECIPIENT and the STATE to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

c. Binding Effect

Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

d. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

e. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

f. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

g. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

h. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the STATE Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

i. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable New Mexico law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the STATE.

j. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

k. External Terms and Conditions

Notwithstanding anything to the contrary herein, the STATE shall not be subject to any provision included in any terms, conditions, or agreements appearing on SUBRECIPIENT's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

l. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

m. Survival of Certain Agreement Terms

~~Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.~~

n. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

o. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

p. Standard and Manner of Performance

SUBRECIPIENT shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in SUBRECIPIENT's industry, trade, or profession.

q. Licenses, Permits, and Other Authorizations

SUBRECIPIENT shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

r. Compliance with State and Federal Law, Regulations, and Executive Orders

SUBRECIPIENT shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

17. Severability, Entire Agreement and Captions

This Agreement shall be governed by and construed in accordance with the laws of the State New Mexico. If any provision of this Agreement is held invalid, void, or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a

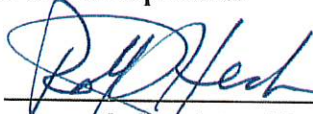
manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this Agreement. This Agreement, any CSLRF Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the STATE and the SUBRECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement and other documents, the terms of this Agreement shall control.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

IN WITNESS WHEREOF, the STATE and the SUBRECIPIENT do hereby execute this Agreement as of the date of signature by the STATE below.

THIS GRANT AGREEMENT has been approved by:

City of Truth or Consequences:

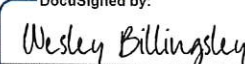


Amanda Forrister, Mayor
Rolf Hechler

1/3/24

Date

**NEW MEXICO DEPARTMENT OF DEPARTMENT OF FINANCE AND
ADMINISTRATION:**

DocuSigned by:


Wesley Billingsley, Local Government Division
Director

1/5/2024

Date

EXHIBIT A

FEDERAL AWARD INFORMATION

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: Coronavirus State and Local Fiscal Recovery Funds

Subrecipient Name: **City of Truth or Consequences**

Subrecipient Unique Identification (ID) Number: **YRPKBBHU1EJ8**

Federal Award Identification Number: Coronavirus State and Local Fiscal Recovery Funds

Subaward Period of Performance (Start and End Date): July 1, 2023 through June 30, 2024

Amount of Federal Funds Obligated to Subrecipient: **\$48,188.00**

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Coronavirus State and Local Fiscal Recovery Funds

Name of Federal Awarding Agency: U.S. Department of the Treasury

Name of Pass-Through Entity and Contact Information:

Department of Finance and Administration

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

Assistance Listing Number (ALN): 21.027

EXHIBIT B

SCOPE OF WORK AND BUDGET

SUBRECIPIENT will use CSLFRF funds to provide full performance of all tasks listed below. CSLFRF funds will be requested monthly according to the Request for Payment procedures specified in this Agreement. All funds shall be obligated and expended by SUBRECIPIENT in accordance with this Agreement. The period of performance to execute work and/or incur costs against the \$48,188.00 subaward funding for this project is July 1, 2023 – June 30, 2024, unless extended by the New Mexico legislature. Monthly reports shall be provided to the STATE showing costs incurred to the \$48,188.00 subaward funding.

To plan and design the Louis Armijo Sports Complex in Truth or Consequences in Sierra County.

I. Significant Changes to Scope of Work

The SUB RECIPIENT is required to notify and seek written approval of the STATE in advance of any proposed material changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the STATE to re-evaluate the eligibility of the work under this Subaward.

EXHIBIT C

FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of New Mexico is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSFRF statute, CSFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of New Mexico agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

- 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.
- 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.
- 2.1.7. "Grantee" means the state identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. "Prime Recipient" means the New Mexico State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

- 2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. "Unique Entity ID Number" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEs can be found at: sam.gov/content/duns-uei

3. COMPLIANCE.

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of New Mexico, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, State programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.

- 4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Subrecipient shall provide its UEI number to its State, and shall update Subrecipient's information in SAM at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. TOTAL COMPENSATION.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Subrecipient received:

- ~~5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and~~
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Subrecipient shall report data elements to SAM and to the State as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above CSFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by the State as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Subrecipient shall report as set forth below.
 - 8.1.1. Subrecipient shall use the CSFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the CSFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

~~Household Assistance (2.1-2.8)~~

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics ("NCES") School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and

- ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband

meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to the State no later than five (5) days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient UEI Number;

8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization UEI Number;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its State, the following data elements:

8.1.3.1. Subrecipient's UEI Number as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report

available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).
 - 8.1.3.7.1. For projects over \$10 million:
 - 8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the

civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and the applicable State agency. The State of New Mexico may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – CSFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the State, Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). See Exhibit E.

- 12.1.3. **Rights to Inventions Made Under a grant or agreement**. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension** (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. **Never Agreement with the enemy** (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. **Prohibition on certain telecommunications and video surveillance services or equipment** (2 CFR 200.216). The State is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. **Title VI of the Civil Rights Act**. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of New Mexico Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, the State may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

EVENT OF DEFAULT AND TERMINATION.

14.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of New Mexico may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of New Mexico under the Grant, at law or in equity.

14.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 14.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR section 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

EXHIBIT D

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

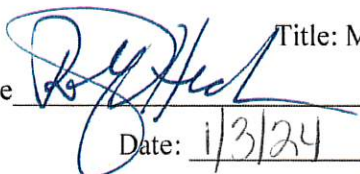
Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of New Mexico has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury, apply to your organization. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the Legislature and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Organization Name: City of Truth or Consequences

Subrecipient Organization Representative: Amanda Forrister

Signature  Title: Mayor
Date: 1/3/24

**Agreement with Subrecipient of Federal Recovery Funds
Terms And Conditions**

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and State Agency. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and State agency.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of New Mexico understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Agency or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Agency shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of

10. the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of New Mexico by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
 - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
 - a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons

resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

61. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and

Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and

implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT E

DAVIS-BACON ACT REQUIREMENTS (IF APPLICABLE)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of \$2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. section 5.2(m).
- The \$2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds \$2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. section 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the “site of the work” that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. section 5.2(j).
- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally assisted contract or project. See 29 C.F.R. section 5.2(l).
- Application to Governmental Agencies - Governmental agencies, such as states or their political subdivisions, are not subject to the Davis Bacon Act requirements when construction work is being performed by their own employees on a “force account” basis. See 29 C.F.R. section 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. section 4.116; F.A.R. section 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. section 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. sections 3.5-3.6);
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called "Mini-Davis-Bacon Acts") are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts, and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over \$100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. section 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: (www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf 1321).

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, recipient should attach the completed SF-1444 form using the "Add File" button. The SF-1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. sections 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The

recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. section 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

EXHIBIT F

ELIGIBLE AND RESTRICTED USES OF CSLFRF FUNDS

As described in the CSLFRF statute and summarized above, there are four enumerated eligible uses of CSLFRF award funds. As a recipient of an award under the CSLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of CSLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the CSLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and,
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of CSLFRF award funds: recipients may not deposit CSLFRF funds into a pension fund; recipients that are States or territories may not use CSLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use CSLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of CSLFRF funds outside the scope of eligible uses, including that recipients generally may not use CSLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

EXHIBIT G

CSFRF SUBRECIPIENT QUARTERLY REPORT

1. CSFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The CSFRF Subrecipient Quarterly Report Workbook must be submitted to the STATE within ten (10) calendar days following each quarter ended September, December, March and June.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.12

SUBJECT: Review and Approve Proposal for Asset Management Plan
DEPARTMENT: City Manager's Office
DATE SUBMITTED: June 20, 2024
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Bo Easley Electric Dept. Manager/City Manager Gonzales

Summary/Background:

-In the FY 25 budget process the Commission asked for an AMP for the Electric department. This is the proposal from T&D to evaluate the performance of T or C's electric distribution system for existing and future loads through 2036 (Study), assuming 2.5% growth per year. T & D will also perform a comprehensive system audit of the electric distribution system (Audit) and include recommendations for system and operations modifications

Recommendation:

Approve

Attachments:

- Proposal
- Click here to enter text.

Fiscal Impact (Finance): Choose an item.

Click here to enter text.

Legal Review (City Attorney): Choose an item.

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.

Continued To: Click here to enter a date. Referred To: Click here to enter text.

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

File Name: CC agendas 6-26-24



May 17, 2024

Angela Gonzales, City Manager
City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

Re: Proposal for Asset Management Plan

Dear Ms. Gonzales:

Transmission & Distribution Services, LLC (T&D) is grateful for the opportunity to present this proposal dated May 17, 2024 (Proposal) to the City of Truth or Consequences (TorC) to evaluate the performance of TorC's electric distribution system for existing and future loads through 2036 (Study), assuming 2.5% growth per year. T&D will also perform a comprehensive system audit of the electric distribution system (Audit). T&D's evaluation will include recommendations for system and operations modifications to ensure safe and reliable electric service to TorC's utility customers. The analysis will include the normal and contingency operating conditions for the distribution feeders.

To facilitate the effort, T&D will use Milsoft Windmil engineering analysis software and the distribution system model that was developed in 2014 as a basis for the study. T&D will update the model with any modifications made since the model was created. T&D will use information that was gathered during the 2014 audit of the system as a basis for the Audit. As part of the proposed pole inspection process, the system will be reviewed to determine changes to the system since the 2014 audit.

The substation will be examined by a Registered Professional Engineer who is familiar with Substation design and construction. The review will be focused on operational aspects and station reliability. Switching capabilities, modernization of devices, relay controls, station bus work, jumpers, lighting, grounding, shielding, etc. will be considered. A schedule for the suggested repairs and/or improvements of various assemblies within the substation will be developed and provided along with anticipated equipment delivery lead times for budgeting purposes. Should the planning effort recommend an alternate or new substation location, a conceptual layout can also be provided.

The Audit will provide condition assessments and create a ranking system that prioritizes the rehabilitation, replacement, upgrade and construction of infrastructure necessary to support projected growth.

Findings and recommendations from the Study and Audit will be discussed in a comprehensive written report (Report). The estimated cost includes up to three presentations to the TorC City Commission. T&D has a contract in place through Cooperative Educational Services (CES), Contract 2023-01-C2123-ALL Design Professional Services, Category 2 – Lot 1, Engineering and Consulting Services.

Scope of Work

1. A complete study of the electric distribution system and recommendations will include:
 - a) Update of the existing distribution system model.
 - b) Steady state analysis to evaluate the voltage, conductor and equipment loading and imbalance of the normal and contingency conditions of the distribution feeders.

- c) Identification of permanent load transfers to optimize operation of the distribution system.
- d) Power factor correction of the distribution system.
- e) Identification of backup feeders for each distribution feeder and the load serving capability of each backup feeder.
- f) Substation transformer and feeder loading.
- g) Identification of new substation locations, as needed.
- h) Performance of protection study - identify replacement and new protective equipment along with settings for feeder and distribution line devices.
- i) Fusing methodology.
- j) Distributed Generation as provided by TorC.
- k) Recommendations shall be made regarding placement of existing field devices such as capacitor banks and need for additional devices; in addition, conduct a detailed study of the substation to identify necessary modifications, including equipment upgrades

2. Full System Audit, GPS Inventory, Visual Inspection, and Maps

- a) A complete system map will be built in ArcGIS online from the existing data. T&D will provide TorC a username and password to view the live map.
- b) A visual inspection will be completed based on the mapping data to verify any changes to the system. During the inspection and data collection process, asset data will be verified. The data documented will include the pole height, class, pole top assembly, grounding assembly, equipment installed on the pole (transformer, arresters, reclosers, cutouts, etc.) and a digital photo of the structure.
- c) T&D will require TorC Electric Utility personnel to be available to assist in collection of transformer kVA, obtaining conductor sizes, opening cabinets. T&D can provide journeyman lineman to support this effort for an additional fee.
- d) Joint use pole attachments, cable tv and telephone will be recorded. Ownership or exact size will not be determined.
- e) Any items posing immediate danger will be reported to TorC. A complete report including defective equipment and recommendations will be delivered upon completion.
- f) If necessary, a pole numbering system and metal pole identification tags will be created and attached to each pole.
- g) Inspection report of rejected poles will be provided.

Information requested from TorC

- 1. Most recent loading data for the substation and feeders
- 2. Distribution upgrades since 2014 (new or reconfigured distribution lines, new equipment)
- 3. Customer billing data
- 4. Primary meter loading data
- 5. Existing PV locations and size (provided)
- 6. Proposed distributed energy resources (PV, wind, batteries)

7. Existing contingency switching procedures

Deliverables

1. Report of the Study and Audit findings in both hard copy and electronic formats
2. Settings file for recommended protective device settings

Schedule

T&D will commence work within four weeks after receipt of information and Notice to Proceed. The scope of services is anticipated to take 4-6 months to complete.

Cost

T&D's estimated cost for the Asset Management Plan is \$540,236 plus applicable taxes, broken down as follows. The pole testing cost isn't included in the estimate. T&D Services will issue an RFP when the project is awarded. All services will be billed monthly on a time and expense basis at T&D's standard rates.

1. Electric Distribution System Study - \$153,120.00
2. Full System Audit - \$380,446.00

The estimate for the full system audit is based on the following. The final cost will depend on the actual numbers encountered when performing the Audit.

- a. 5700 poles at \$23.10 per pole inventory and visual evaluation
- b. 7100 meters at \$15.03 per meter
- c. 200 underground devices at \$68.60 per device

3. CES Administrative Cost - \$6,670.00

Thank you for the opportunity to submit this Proposal. If you have any questions, please contact me (505-797-2975/hbarnesjr@t-d-services.com) or Robert Perea (505-314-7521/rperea@t-d-services.com). T&D looks forward to extending our working relationship with TorC.

Sincerely,



Harry Barnes
Managing Manager



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.13

SUBJECT: FY 24/25 Sub-Recipient Agreements

DEPARTMENT: City Manager's Office

DATE SUBMITTED: June 18, 2024

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

Non-profit organizations submit applications requesting funding from the City's General Fund and the City's portion of Lodger's Tax. Those were then reviewed and approved through multiple budgetary meetings. The agreement recipients are as follows:

- Companion Animal Action Team (CAAT)
- Domestic Abuse Intervention Center (DAIC)
- Matthew 25 Food Pantry
- Sierra Joint Office on Aging (SJOA)
- The Club
- Sierra Co. Behavioral Health & Wellness Collaborative (The Olive Tree Creative Arts Comm. Center)
- Sierra County Historical Society (Geronimo Springs Museum)
- Geronimo Trail Scenic Byway
- MainStreet

Recommendation:

Approve

Attachments:

- Agreements
 - Recipient Spreadsheet
- [Click here to enter text.](#)

Fiscal Impact (Finance): Yes

- General Fund: \$60,350.00
- City's Portion of Lodger's Tax: \$70,600.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-26-24

CITY OF TRUTH OR CONSEQUENCES
2024/2025 SUB-RECIPIENT GRANT APPLICANTS
DEADLINE: 03/29/24

NAME OF ORGANIZATION General Fund(GL #101-1000-60725)	Nonprofit Status	FY 23/24 AMOUNT	AMOUNT REQUESTED	AMOUNT APPROVED
Companion Animal Action Team (CAAT)	Y	\$1,000.00	\$1,500.00	\$1,500.00
Domestic Abuse Intervention Center (DAIC)	Y	\$2,000.00	\$2,000.00	\$2,000.00
Matthew 25 Food Pantry	Y	\$5,000.00	\$6,850.00	\$6,850.00
Sierra Joint Office on Aging (In-kind utilities amt. is for 2016)	Y	\$35,000.00	\$35,000.00	\$35,000.00
The Club of Sierra County	Y	\$5,000.00	\$10,000.00	\$10,000.00
The Olive Tree	Y	N/A	\$5,000.00	\$5,000.00
TOTALS		\$48,000.00	\$60,350.00	\$60,350.00

CITY OF TRUTH OR CONSEQUENCES

2024/2025 SUB-RECIPIENT GRANT APPLICANTS

DEADLINE: 03/29/24

ADDITIONAL FUNDING REQUESTS w/ Lodger's Tax	Paid for	Nonprofit Status	FY 23/24 AMOUNT	AMOUNT REQUESTED	AMOUNT APPROVED
Geronimo Museum	#2503815	Y	\$5,000.00	\$5,000.00	\$5,000.00
Geronimo Trail Scenic Byway	#2503815	Y	\$5,600.00	\$5,600.00	\$5,600.00
MainStreet Truth or Consequences	#2503591	Y	\$45,000.00	\$50,000.00	\$60,000.00
ADDITIONAL FUNDING TOTALS			\$55,600.00	\$60,600.00	\$70,600.00



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.13

SUBJECT: FY 24/25 Sub-Recipient Agreements

DEPARTMENT: City Manager's Office

DATE SUBMITTED: June 18, 2024

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

Non-profit organizations submit applications requesting funding from the City's General Fund and the City's portion of Lodger's Tax. Those were then reviewed and approved through multiple budgetary meetings. The agreement recipients are as follows:

- Companion Animal Action Team (CAAT)
- Domestic Abuse Intervention Center (DAIC)
- Matthew 25 Food Pantry
- Sierra Joint Office on Aging (SJOA)
- The Club
- Sierra Co. Behavioral Health & Wellness Collaborative (The Olive Tree Creative Arts Comm. Center)
- Sierra County Historical Society (Geronimo Springs Museum)
- Geronimo Trail Scenic Byway
- MainStreet

Recommendation:

Approve

Attachments:

- Agreements
 - Recipient Spreadsheet
- [Click here to enter text.](#)

Fiscal Impact (Finance): Yes

- General Fund: \$60,350.00
- City's Portion of Lodger's Tax: \$70,600.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-26-24

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City”, and **Companion Animal Action Team** herein referred to as “Contractor”.

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor’s Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$1,500 to the Contractor for a one (1) year period commencing on July 1, 2024 and continuing through June 30, 2025.
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor’s Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Manager’s Office in October 2024, January 2025, April 2025 and June 6, 2025. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated.

Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report. Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

- C. Submit a written invoice in the amount of \$375.00 on a quarterly basis to the City Manager's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2025.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above.
- D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____

Print Name

2. Alternate's Phone No. _____

3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Angie Gonzales, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City”, and **Domestic Abuse Intervention Center** herein referred to as “Contractor”.

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor’s Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$2,000 to the Contractor for a one (1) year period commencing on July 1, 2024 and continuing through June 30, 2025.
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor’s Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Manager’s Office in October 2024, January 2025, April 2025 and June 6, 2025. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated.

Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report. Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

- C. Submit a written invoice in the amount of \$500.00 on a quarterly basis to the City Manager's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2025.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above.
- D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____

Print Name

2. Alternate's Phone No. _____

3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Angie Gonzales, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City”, and **Geronimo Springs Museum** herein referred to as “Contractor”.

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor’s Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$5,000 to the Contractor for a one (1) year period commencing on July 1, 2024 and continuing through June 30, 2025.
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor’s Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Manager’s Office in October 2024, January 2025, April 2025 and June 6, 2025. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated.

Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report. Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

- C. Submit a written invoice in the amount of \$1,250.00 on a quarterly basis to the City Manager's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2025.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above.
- D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____

Print Name

2. Alternate's Phone No. _____

3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Angie Gonzales, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City”, and **Geronimo Trail Scenic Byway**, herein referred to as “Contractor”.

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor’s Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$5,600.00 to the Contractor for a one (1) year period commencing on July 1, 2024 and continuing through June 30, 2025.
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor’s Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Manager’s Office in October 2024, January 2025, April 2025 and June 6, 2025. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated.

Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report. Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

- C. Submit a written invoice in the amount of \$416.66 on a monthly basis to the City Manager's Office for disbursement of funds. Invoices are due by the 15th of the following month. **The 12th month invoice shall be in the amount of \$466.67 and must be submitted by June 6, 2025.** Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular month. The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above.
- D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____

Print Name

2. Alternate's Phone No. _____

3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Angie Gonzales, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City”, and **MainStreet Truth or Consequences** herein referred to as “Contractor”.

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor’s Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$60,000 to the Contractor for a one (1) year period commencing on July 1, 2024 and continuing through June 30, 2025.
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor’s Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Manager’s Office in October 2024, January 2025, April 2025 and June 6, 2025. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated.

Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report. Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

- C. Submit a written invoice in the amount of \$15,000.00 on a quarterly basis to the City Manager's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2025.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above.
- D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____

Print Name

2. Alternate's Phone No. _____

3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Angie Gonzales, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City”, and **Matthew 25 Food Pantry**, herein referred to as “Contractor”.

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor’s Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$6,850.00 to the Contractor for a one (1) year period commencing on July 1, 2024 and continuing through June 30, 2025.
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor’s Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Manager’s Office in October 2024, January 2025, April 2025 and June 6, 2025. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated.

Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report. Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

- C. Submit a written invoice in the amount of \$1,712.50 on a quarterly basis to the City Manager's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2025.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above.
- D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____

Print Name

2. Alternate's Phone No. _____

3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Angie Gonzales, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City”, and **Sierra Joint Office on Aging (SJOA)**, herein referred to as “Contractor”.

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor’s Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$35,000 to the Contractor for a one (1) year period commencing on July 1, 2024 and continuing through June 30, 2025.
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor’s Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Manager’s Office in October 2024, January 2025, April 2025 and June 6, 2025. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated.

Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report. Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

C. Submit a written invoice in the amount of \$8,750.00 on a quarterly basis to the City Manager's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2025.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above.

D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____

Print Name

2. Alternate's Phone No. _____

3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Angie Gonzales, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City”, and **The Club of Sierra County**, herein referred to as “Contractor”.

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor’s Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$10,000 to the Contractor for a one (1) year period commencing on July 1, 2024 and continuing through June 30, 2025.
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor’s Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Manager’s Office in October 2024, January 2025, April 2025 and June 6, 2025. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated.

Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report. Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

- C. Submit a written invoice in the amount of \$2,500.00 on a quarterly basis to the City Manager's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2025.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above.
- D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____

Print Name

2. Alternate's Phone No. _____

3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Angie Gonzales, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City”, and **Sierra County Behavioral Health & Wellness Collaborative-The Olive Tree** herein referred to as “Contractor”.

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor’s Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$5,000 to the Contractor for a one (1) year period commencing on July 1, 2024 and continuing through June 30, 2025.
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor’s Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Manager’s Office in October 2024, January 2025, April 2025 and June 6, 2025. Reports are due by the 15th of the month following the quarter

except for the fourth quarter report which is due as previously stated. **Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report.** Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

C. Submit a written invoice in the amount of \$1,250.00 on a quarterly basis to the City Manager's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2025.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above.

D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____
Print Name

2. Alternate's Phone No. _____

3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Angie Gonzales, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.14

SUBJECT: Authorization to close inactive/no longer needed bank accounts.

DEPARTMENT: Finance Department

DATE SUBMITTED: June 19, 2024

SUBMITTED BY: Kerin Salcedo, Interim Finance Director

WHO WILL PRESENT THE ITEM: Angela Gonzales, City Manager

Summary/Background: The City has several bank accounts at First Savings Bank that are no longer needed.

Recommendation:

The City is requesting the closing of inactive/no longer needed bank accounts:

"8808" Recreation and move the balance of \$4,779.37 plus any interest to the General Fund (on BAR)

"0123" USDA WWTP Fund zero balance

"9069" USDA Equipment Grants zero balance

"9042" Golf Course Improvements and move the balance of \$1,420.39 to Golf Course Fund (on BAR)

"4038" Impact WW – Drake Wehrs zero balance

"3033" Impact WW – Lewis & Janet Kern zero balance transferred to General Fund for Impact Study

"3068" Impact WW – Dennis Murati zero balance transferred to General Fund for Impact Study

"3076" Impact WW – James Lewis zero balance transferred to General Fund for Impact Study

"3041" Impact WW – NM Veterans Home zero balance transferred to General Fund for Impact Study

Attachments:

- Current Bank Print Out for Bank Accounts

Fiscal Impact (Finance): No

[Click here to enter text.](#)

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 6-26-2024



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: June 26, 2024

Agenda Item #: I.15

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: June 18, 2024
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Angie Gonzalez, City Manager or Traci Alvarez, Assistant City Manager

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases More Than \$20,000)

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Listing of Purchase Requisitions \$20,000 or More
- Purchase Requisitions, Procurement Documentation

Fiscal Impact (Finance): Choose an item.

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-26-24

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 06/26/2024

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
92256	Mike Torres dba CD Technology	IT Services FY 2024 - 2025	Kerin Salcedo	Finance	\$ 109,000.00	
92257	New Mexico Gas Company Inc	Gas Utility for City FY 2024 - 2025	Kerin Salcedo	Finance	\$ 44,150.00	
92284	Parkhill Smith & Cooper	Environmental Landfill Monitoring	Andy Alvarez	Solid Waste	\$ 30,000.00	
92285	Sierra Electric Co-Op Inc	Power Services FY 2024 - 2025	Bo Easley	Electric	\$ 2,807,000.00	
92286	Western Area Power Admin	Base Demand & Base Energy Charges FY 2024 - 2025	Bo Easley	Electric	\$ 600,000.00	
92287	SSA Solar Of NM 4 LLC / MN8	Power Services FY 2024 - 2025	Bo Easley	Electric	\$ 330,000.00	
92288	Tri-State Generation	Power Services FY 2024 - 2025	Bo Easley	Electric	\$ 445,000.00	
92291	Triple H Solar LLC	Engineering Services FY 2024 - 2025	Bo Easley	Electric	\$ 48,000.00	
92293	Teston's Freeway Chevron	Gas/Diesel Fuel Purchases FY 2024 - 2025	Bo Easley	Electric	\$ 38,000.00	
92295	Pitney Bowes Inc	Rental of Equipment FY 2024 - 2025	Sonya Renfro	Utilities	\$ 35,000.00	
92296	Postmaster	Postage for City FY 2024 - 2025	Sonya Renfro	Utilities	\$ 55,000.00	
92297	City of Las Cruces	SCSWA Waste Disposal	Andy Alvarez	Solid Waste	\$ 640,000.00	
92298	Wex Bank	Gas/Diesel Fuel Purchases FY 2024 - 2025	Andy Alvarez	Solid Waste	\$ 80,000.00	
92299	Newgen Strategies and Solutions	Additional Rate Study Services	Andy Alvarez	Solid Waste	\$ 30,000.00	
92307	SCRDA	Dispatch Services FY 2024 - 2025	Chief Tavizon	Police Dept	\$ 185,000.00	
92308	Wex Bank	Gas/Diesel Fuel Purchases FY 2024 - 2025	Chief Tavizon	Police Dept	\$ 50,000.00	
92309	Sierra County Treasurer	Holding of Prisoners FY 2024 - 2025	Chief Tavizon	Police Dept	\$ 45,000.00	
92310	Sierra Vista Hospital	Care of Prisoners FY 2024 - 2025	Chief Tavizon	Police Dept	\$ 30,000.00	
92317	City Utilities	City Utilities Cycle C & D FY 2024 - 2025	Kerin Salcedo	Finance	\$ 507,500.00	
92319	City Utilities	City Landfill FY 2024 - 2025	Kerin Salcedo	Finance	\$ 330,400.00	
92320	City Utilities	City Utilities Cycle A & B FY 2024 - 2025	Kerin Salcedo	Finance	\$ 129,050.00	
92322	Xerox Corp - Old	Xerox Equipment Lease Contract FY 2024 - 2025	Kerin Salcedo	Finance	\$ 30,900.00	

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
92328	Eurofins Environmental Testing	Weekly Lab Testing FY 2024 - 2025	Arnie Castaneda	W/WW	\$ 36,000.00	
92334	Tyler Technologies inc	Annual Tyler Subscription FY 2024 - 2025	Kerin Salcedo	Finance	\$ 72,560.00	
92339	T or C Fire Department	Fire Department Allotment FY 2024 - 2025	Kerin Salcedo	Fire Dept	\$ 21,500.00	
92340	Sierra Vista Hospital	GRT Distribution FY 2024 - 2025	Kerin Salcedo	Finance	\$ 500,000.00	
92341	Village of Williamsburg	Franchise Tax FY 2024 - 2025	Kerin Salcedo	Finance	\$ 24,500.00	
92342	Village of Williamsburg	Sewer Receipts FY 2024 - 2025	Kerin Salcedo	Finance	\$ 50,000.00	
92343	Capital One Public Funding	Capial One Loan Payments FY 2024 - 2025	Kerin Salcedo	Finance	\$ 118,690.00	
92344	New Mexico Finance Authority	NMFA Loan Payments FY 2024 - 2025	Kerin Salcedo	Finance	\$ 608,381.00	
92345	General Fund	State Fire Admin due to General Fund FY 2024 - 2025	Kerin Salcedo	Finance	\$ 21,500.00	

\$ 8,052,131.00

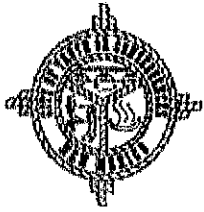
ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Mayor

Date



REQUISITION

Requisition #: 92256

Date: 07/01/2024

Vendor #: 8809

ISSUED TO: MIKE TORRES DBA CD TECHNOLOGY
PO BOX 40
ELEPHANT BUTTE, NM 87935-0040

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 IT SERVICE GENERAL FUND OPEN PO FY.		0.00 101-1018-48598	80,000.00
2	0 IT SERVICE ELECTRIC DEPT OPEN PO FY.		0.00 503-3702-48598	7,250.00
3	0 IT SERVICE WATER DEPT OPEN PO FY24,		0.00 504-3803-48598	7,250.00
4	0 IT SERVICE SANITATION DEPT OPEN PO		0.00 505-3904-48598	7,250.00
5	0 IT SERVICE WASTE WATER OPEN PO FY2		0.00 506-4005-48598	7,250.00

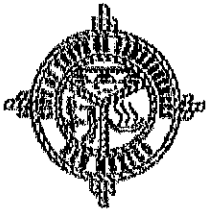
PO Description: IT SERVICES OPEN PO FY24/25

Detailed Description:

IT SERVICES OPEN PO FY24/25

Authorized By: _____

SUBTOTAL:	109,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	109,000.00



REQUISITION

Requisition #: 92257

Date: 07/01/2024

Vendor #: 6094

ISSUED TO: NEW MEXICO GAS COMPANY, INC.
P.O. BOX 27885
ALBUQUERQUE, NM 87125-7885

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 NM WORKFORCE CONNECTION OPEN PO		0.00 101-1018-43780	1,200.00
2	0 ANIMAL SHELTER OPEN PO FY24/25		0.00 101-1018-43780	2,900.00
3	0 FIRE SOUTH STATION OPEN PO FY24/25		0.00 209-1603-43780	2,700.00
4	0 FIRE STATION OPEN PO FY24/25		0.00 209-1603-43780	3,100.00
5	0 SWIMMING POOL OPEN PO FY24/25		0.00 295-4803-43780	6,300.00
6	0 GENERAL OPEN PO FY24/25		0.00 101-1018-43780	22,050.00
7	0 ELECTRIC DEPT OPEN PO FY24/25		0.00 503-3702-43780	1,000.00
8	0 WATER DEPT OPEN PO FY24/25		0.00 504-3803-43780	2,100.00
9	0 RECYCLE CENTER OPEN PO FY24/25		0.00 505-3904-43780	1,500.00
10	0 VACUUM STATION OPEN PO FY24/25		0.00 505-3904-43780	1,000.00
11	0 GOLF COURSE OPEN PO FY24/25		0.00 505-3904-43780	300.00

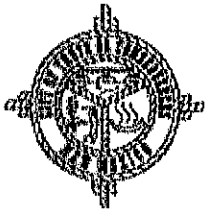
PO Description: NATURAL GAS OPEN PO FY24/25

Detailed Description:

OPEN PO FY24/25

Authorized By: _____

SUBTOTAL:	44,150.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	44,150.00



REQUISITION

Requisition #: 92284

Date: 07/01/2024

Vendor #: 6058

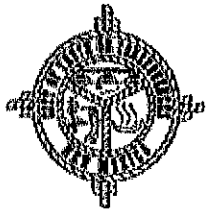
ISSUED TO: PARKHILL SMITH & COOPER
ACCOUNTS PAYABLE
4222 85TH ST.
LUBBOCK, TX 79423-

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 ENVIRONMENTAL LANDFILL MONITORIN		0.00 505-3904-48599	30,000.00
PO Description: MONITORING/REPORTING OF LANDFILLS Detailed Description: ENVIRONMENTAL MONITORING FOR BLM AND T OR C LANDFILLS SEE ATT.SIGNED PORPOSAL FOR 2024 DATES:2-29-2024 & TO ATTACH NEW BLM PROPOSAL ONCE SIGNED. OPEN PO FY 2024-2025 SOLID WASTE				

Authorized By: _____

SUBTOTAL:	30,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	30,000.00



REQUISITION

Requisition #: 92285

Date: 07/01/2024

Vendor #: 0204

ISSUED TO: SIERRA ELECTRIC CO-OP, INC.
P.O. BOX 290
ELEPHANT BUTTE, NM 87935

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

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	POWER SERVICES-OPEN PO FY 24/25		0.00	503-3702-50795	2,800,000.00
2	0	MIMS CITY LIGHTS- OPEN PO FY-23/24		0.00	503-3702-43780	7,000.00
PO Description: POWER SERVICES-OPEN PO FY-24/25						
Detailed Description: POWER SERVICES-OPEN PO FY-24/25						

Authorized By: _____

SUBTOTAL:	2,807,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	2,807,000.00



REQUISITION

Requisition #: 92286

Date: 07/01/2024

Vendor #: 1753

ISSUED TO: WESTERN AREA POWER ADMIN
P.O. BOX 6200-15
PORTLAND, OR 97228-6200

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 BASE DEMAND & BASE ENERGY CHARGE		0.00	503-3702-50795	600,000.00
PO Description: BASE DEMAND & BASE ENERGY CHARGES OPEN FY 24/25						
Detailed Description: BASE DEMAND & BASE ENERGY CHARGES OPEN FY 24/25 ELECTRIC						

Authorized By: _____

SUBTOTAL:	600,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	600,000.00



REQUISITION

Requisition #: 92287

Date: 07/01/2024

Vendor #: 7884

ISSUED TO: SSA SOLAR OF NM 4, LLC/ MN8
601 EAST ATLANTIC AVENUE SUITE
DELRAY BEACH, FL 33483-5371

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 POWER SERVICES- OPEN PO FY 24/25		0.00		503-3702-50795	330,000.00
PO Description: POWER SERVICES- OPEN PO FY 24/25 Detailed Description: POWER SERVICES- OPEN PO FY 24/25							

Authorized By: _____

SUBTOTAL:	330,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	330,000.00



REQUISITION

Requisition #: 92288

Date: 07/01/2024

Vendor #: 0297

ISSUED TO: TRI-STATE GENERATION & TRANSMISSION
P.O. BOX 33695
DENVER, CO 80233

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	POWER SERVICE- OPEN PO FY 24/25		0.00	503-3702-50795	445,000.00
PO Description: POWER SERVICES-OPEN PO FY 24/25						
Detailed Description: POWER SERVICES-OPEN PO FY 24/25						

Authorized By: _____

SUBTOTAL:	445,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	445,000.00



REQUISITION

Requisition #: 92291

Date: 07/01/2024

Vendor #: 7735

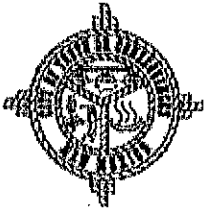
ISSUED TO: TRIPLE H SOLAR, LLC
5604 SINGLETREE LANE
PARKER, CO 80134-

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	ENGINEERING SERVICES- OPEN PO FY 2		0.00	503-3702-48598	48,000.00
PO Description: ENGINEERING SERVICES- OPEN PO FY 24/25 Detailed Description: ENGINEERING SERVICES- OPEN PO FY 24/25						

Authorized By: _____

SUBTOTAL:	48,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	48,000.00



REQUISITION

Requisition #: 92293

Date: 07/01/2024

Vendor #: 0249

ISSUED TO: TESTON'S FREEWAY CHEVRON
PO BOX 3116
T OR C, NM 87901

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 GAS/DIESEL FUEL PURCHASES- OPEN PC		0.00 503-3702-43316	38,000.00
PO Description: GAS/DIESEL FUEL PURCHASES- OPEN PO FY 24/25 Detailed Description: GAS/DIESEL FUEL PURCHASES- OPEN PO FY 24/25				

Authorized By: _____

SUBTOTAL:	38,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	38,000.00



REQUISITION

Requisition #: 92295

Date: 07/01/2024

Vendor #: 0180

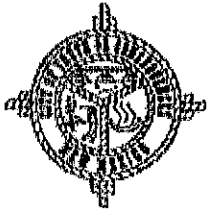
ISSUED TO: PITNEY BOWES INC.
P.O. BOX 981023
BOSTON, MA 02298-1023

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 PITNEY BOWES FY 24/25		0.00 502-3601-43465	35,000.00
PO Description: UTILITY OFFICE RENT OF EQUIPMENT FY 24/25 Detailed Description:				

Authorized By: _____

SUBTOTAL:	35,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	35,000.00



REQUISITION

Requisition #: 92296

Date: 07/01/2024

Vendor #: 0187

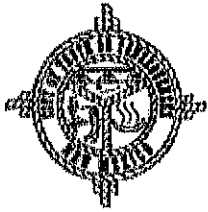
ISSUED TO: POSTMASTER
Attn: CMRS-PB
PO BOX 0566
CAROL STREAM, IL 60132-0566

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	POSTAGE CITY MAIL FY 24/25		0.00	502-3601-43735	55,000.00
PO Description: UTILITY OFFICE POSTAGE FOR CITY MAIL FY 24/25 Detailed Description:						

Authorized By: _____

SUBTOTAL:	55,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	55,000.00



REQUISITION

Requisition #: 92297

Date: 07/01/2024

Vendor #: 2146

ISSUED TO: CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NM 88004-9002

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 SCSWA WASTE DISPOSAL		0.00 505-3904-45601	640,000.00
PO Description: WASTE DISPOSAL FOR SCSWA Detailed Description: WASTE DISPOSAL TRANSPORTED TO LAS CRUCES, SCSWA. SEE ATT. SIGNED RECITALS AGREEMENT 5-22-24 (TO GO TO CITY OF LAS CRUCES COMMISSION MEETING 6-20-24 FOR FINAL SIGN.) OPEN PO FY 2024-2025 - SOLID WASTE COMMISSION APPROVED 05-22-24				

Authorized By: _____

SUBTOTAL:	640,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	640,000.00



REQUISITION

Requisition #: 92298

Date: 07/01/2024

Vendor #: 7389

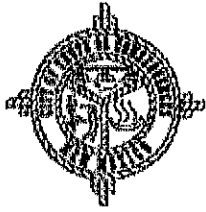
ISSUED TO: WEX BANK
P.O. BOX 6293
CAROL STREAM, IL 60197-6293

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	WEX- DIESEL & GASOLINE		0.00	505-3904-43316	80,000.00
PO Description: SUPPLY VEHICLES & EQUIPMENT WITH FUEL Detailed Description: GAS & DIESEL FOR ALL VEHICLES & EQUIPMENT ON WEX CARD OPEN PO FY 2024-2025 - SOLID WASTE COMMISSION APPROVED 6-12-24						

Authorized By: _____

SUBTOTAL:	80,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	80,000.00



REQUISITION

Requisition #: 92299

Date: 07/01/2024

Vendor #: 8935

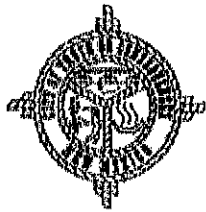
ISSUED TO: NEWGEN STRATEGIES AND SOLUTIC
8140 N MOPAC ESPY., SUITE 1-240
AUSTIN, TX 78759-

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

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE GL	ACCOUNT NUMBER	AMOUNT
1	0	ADDITIONAL SERVICES,SW RATE STUDY		0.00	505-3904-48599	30,000.00
PO Description: COST OF SERVICE AND RATE DESIGN STUDY						
Detailed Description: NEWGEN STRATEGIES & SOLUTIONS,LLC(NEWGEN) ALONG WITH ON CALL AGREEMENT WITH PARKHILL TO COMPLETE ANALYSIS.AMENDMENT 1 FOR ADDITIONAL SERVICES REQUESTED. OPTEN PO FY2024-2025 SOLID WASTE						

Authorized By: _____

SUBTOTAL:	30,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	30,000.00



REQUISITION

Requisition #: 92307

Date: 06/17/2024

Vendor #: 2920

ISSUED TO: SCRDA
1712 N. Date Street, Suite G
T. OR C., NM 87901

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 SCRDA BILL FOR FY 24-25		0.00 101-1007-48599	185,000.00
PO Description: SCRDA BILL FOR FY 24-25 Detailed Description: DISPATCH SERVICES FOR FY 24-25 OPEN PO PENDING COMMISSION APPROVAL				

Authorized By: _____

SUBTOTAL:	185,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	185,000.00



REQUISITION

Requisition #: 92308

Date: 06/17/2024

Vendor #: 7389

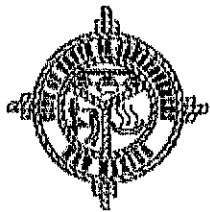
ISSUED TO: WEX BANK
P.O. BOX 6293
CAROL STREAM, IL 60197-6293

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 FUEL USAGE FOR PD UNITS FOR FY 24-2		0.00 101-1007-43316	50,000.00
PO Description: FUEL USAGE FOR PD UNITS FOR FY 24-25 Detailed Description: OPEN PO FOR FUEL USAGE FOR PD UNITS FY 24-25 PENDING COMMISSION APPROVAL				

Authorized By: _____

SUBTOTAL:	50,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	50,000.00



REQUISITION

Requisition #: 92309

Date: 06/17/2024

Vendor #: 0214

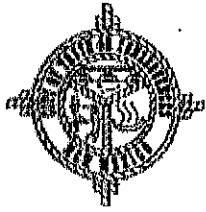
ISSUED TO: SIERRA COUNTY TREASURER
1712 N. DATE ST, SUITE B
T OR C, NM 87901

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 HOLD OF PRISONERS FY 24-25		0.00 201-1903-48710	45,000.00
PO Description: HOLD OF PRISONERS FY 24-25 Detailed Description: OPEN PO HOLDING OF PRISONERS FY 24-25 PENDING COMMISSION APPROVAL				

Authorized By: _____

SUBTOTAL:	45,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	45,000.00



REQUISITION

Requisition #: 92310

Date: 06/17/2024

Vendor #: 0217

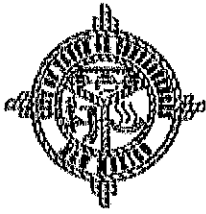
ISSUED TO: SIERRA VISTA HOSPITAL / SIERRA \
800 E NINTH AVE
TRUTH OR CONSEQUENCES, NM 879

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 CARE OF PRISONERS FY 24-25		0.00 201-1903-48598	30,000.00
PO Description: CARE OF PRISONERS FY 24-25 Detailed Description: OPEN PO CARE OF PRISONERS FY 24-25 PENDING COMMISSION APPROVAL				

Authorized By: _____

SUBTOTAL:	30,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	30,000.00



REQUISITION

Requisition #: 92317

Date: 07/01/2024

Vendor #: 0053

ISSUED TO: CITY UTILITIES
505 SIMS ST.
T OR C, NM 87901

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 GENERAL FUND CYCLE C&D OPEN PO FY;		0.00 101-1018-43780	112,000.00
2	0 FIRE DEPT CYCLE C&D OPEN PO FY24/2.		0.00 209-1603-43780	3,800.00
3	0 POOL CYCLE C&D OPEN PO FY24/25		0.00 295-4803-43780	20,000.00
4	0 UTILITY BILLING OFFICE CYCLE C&D OP		0.00 502-3601-43780	5,000.00
5	0 ELECTRIC DEPT CYCLE C&D OPEN PO FY		0.00 503-3702-43780	70,000.00
6	0 WATER DEPT CYCLE C&D OPEN PO FY24		0.00 504-3803-43780	143,000.00
7	0 SANITATION DEPT CYCLE C&D OPEN PO		0.00 505-3904-43780	9,700.00
8	0 WASTE WATER DEPT CYCLE C&D OPEN I		0.00 506-4005-43780	144,000.00
PO Description: CITY UTILITIES CYCLE C&D OPEN PO FY24/25				
Detailed Description: CITY UTILITIES CYCLE C&D OPEN PO FY24/25				

Authorized By: _____

SUBTOTAL:	507,500.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	507,500.00



REQUISITION

Requisition #: 92319

Date: 07/01/2024

Vendor #: 0053

ISSUED TO: CITY UTILITIES
505 SIMS ST.
T OR C, NM 87901

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 GENERAL FUND OPEN PO FY24/25		0.00	101-1018-43780	1,800.00
2	0 ELECTRIC DEPT OPEN PO FY24/25		0.00	503-3702-43780	300.00
3	0 WATER DEPT OPEN PO FY24/25		0.00	504-3803-43780	150.00
4	0 SANITATION DEPT OPEN PO FY24/25		0.00	505-3904-45601	325,000.00
5	0 WASTE WATER DEPT OPEN PO FY24/25		0.00	506-4005-43780	3,000.00
6	0 GOLF COURSE OPEN PO FY4/25		0.00	508-4303-43780	150.00
PO Description: CITY LANDFILL OPEN PO FY24/25					
Detailed Description: CITY LANDFILL OPEN PO FY24/25					

Authorized By: _____

SUBTOTAL:	330,400.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	330,400.00



REQUISITION

Requisition #: 92320

Date: 07/01/2024

Vendor #: 0053

ISSUED TO: CITY UTILITIES
505 SIMS ST.
T OR C, NM 87901

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 GENERAL FUND CYCLE A&B OPEN PO FY2		0.00 101-1018-43780	57,500.00
2	0 FIRE DEPT CYCLE A&B OPEN PO FY24/25		0.00 209-1603-43780	4,600.00
3	0 CEMETARY CYCLE A&B OPEN PO FY24/25		0.00 501-1803-43780	5,200.00
4	0 ELECTRIC DEPT CYCLE A&B OPEN PO FY2		0.00 503-3702-43780	3,450.00
5	0 WATER DEPT CYCLE A&B OPEN PO FY24/		0.00 504-3803-43780	9,200.00
6	0 WASTE WATER DEPT CYCLE A&B OPEN P		0.00 506-4005-43780	15,100.00
7	0 GOLF COURSE CYCLE A&B OPEN PO FY24		0.00 508-4303-43780	34,000.00

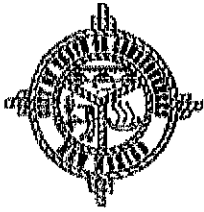
PO Description: CITY UTILITIES CYCLE A&B OPEN PO FY23/24

Detailed Description:

CITY UTILITIES CYCLE A&B OPEN PO FY24/25

Authorized By: _____

SUBTOTAL:	129,050.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	129,050.00



REQUISITION

Requisition #: 92322

Date: 07/01/2024

Vendor #: 8948

ISSUED TO: XEROX CORP - OLD
PO BOX 7405
PASADENA, CA 91109-7405

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 UTILITY OFFICE XEROX EQUIPMENT CON		0.00 502-3601-43465	9,680.00
2	0 WASTEWATER XEROX EQUIPMENT CONT		0.00 506-4005-43465	2,660.00
3	0 FLEET XEROX EQUIPMENT ONTRACT FY2		0.00 101-1012-43465	1,400.00
4	0 AIRPORT XEROX EQUIPMENT CONTRACT		0.00 509-4403-43465	560.00
5	0 FIRE XEROX EQUIPMENT CONTRACT FY 2		0.00 209-1603-43465	4,800.00
6	0 SOLID WASTE XEROX EQUIPMENT CONT		0.00 505-3904-43465	520.00
7	0 ELECTRIC XEROX EQUIPMENT CONTRAC		0.00 503-3702-43465	1,680.00
8	0 CITY MANAGER XEROX EQUIPMENT CON		0.00 101-1003-43465	3,000.00
9	0 POLICE XEROX EQUIPMENT CONTRACT F		0.00 101-1007-43465	6,600.00

PO Description: XEROX EQUIPMENT LEASE CONTRACT FY 24/25

Detailed Description:

OLD LEASE CONTRACT FOR XEROX EQUIPMENT FY 24/25

Authorized By: _____

SUBTOTAL:	30,900.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	30,900.00



REQUISITION

Requisition #: 92328

Date: 06/18/2024

Vendor #: 9026

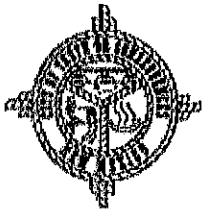
ISSUED TO: EUROFINS ENVIRONMENTAL TESTIN
4901 HAWKINS NE
ALBUQUERQUE, NM 87109-

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 WEEKLY TESTING		0.00 506-4005-44605	36,000.00
PO Description: WEEKLY TESTING Detailed Description: WEEKLY TESTING FOR WASTE WATER				

Authorized By: _____

SUBTOTAL:	36,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	36,000.00



REQUISITION

Requisition #: 92334

Date: 07/01/2024

Vendor #: 8694

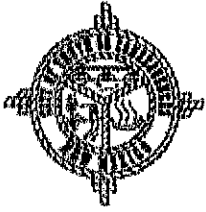
ISSUED TO: TYLER TECHNOLOGIES, INC.
P O BOX 203556
DALLAS, TX 75320-3556

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 FINANCE ANNUAL SUBSCRIPTION FEE FY		0.00 101-1004-43815	8,160.00
2	0 ELECTRIC DEPT ANNUAL SUBSCRIPTION		0.00 503-3702-43815	20,460.00
3	0 WATER DEPT ANNUAL TYLER SUBSCRIPT		0.00 504-3803-43815	14,900.00
4	0 SANITATION ANNUAL SUBSCRIPTION FE		0.00 505-3904-43815	13,220.00
5	0 WASTE WATER DEPT ANNUAL SUBSCRIP		0.00 506-4005-43815	13,220.00
6	0 UTILITY BILLING ANNUAL SUBSCRIPTIOI		0.00 502-3601-43815	2,600.00
PO Description: ANNUAL TYLER SUBSCRIPTION FEE FY24/25				
Detailed Description: ANNUAL SUBSCRIPTION FEE FY 24/25				

Authorized By: _____

SUBTOTAL:	72,560.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	72,560.00



REQUISITION

Requisition #: 92339

Date: 07/01/2024

Vendor #: 1896

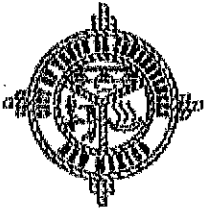
ISSUED TO: T OR C FIRE DEPARTMENT

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 FIRE DEPARTMENT ALLOTMENT FY 24/25		0.00	101-1005-48599	21,500.00
PO Description: FIRE DEPARTMENT ALLOTMENT FY 24/25 Detailed Description: FIRE DEPT						

Authorized By: _____

SUBTOTAL:	21,500.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	21,500.00



REQUISITION

Requisition #: 92340

Date: 06/20/2024

Vendor #: 0217

ISSUED TO: SIERRA VISTA HOSPITAL / SIERRA V
800 E NINTH AVE
TRUTH OR CONSEQUENCES, NM 879

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 GRT DISTRIBUTION FY 2024 - 2025 OPE		0.00 101-1017-48599	500,000.00
PO Description: GRT DISTRIBUTION FY 2024 - 2025 OPEN PO				
Detailed Description: GRT DISTRIBUTION FY 2024 - 2025 OPEN PO				

Authorized By: _____

SUBTOTAL:	500,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	500,000.00



REQUISITION

Requisition #: 92341

Date: 07/01/2024

Vendor #: 0404

ISSUED TO: VILLAGE OF WILLIAMSBURG
PO BOX 150
WILLIAMSBURG, NM 87942

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 FRANCHISE TAX FY 2024 - 2025 OPEN P		0.00 504-3803-45796	4,500.00
2	0 FRANCHISE TAX FY 2024 - 2025 OPEN P		0.00 503-3702-45796	20,000.00
PO Description: FRANCHISE TAX FY 2024 - 2025 OPEN PO				
Detailed Description: FRANCHISE TAX FY 2024 - 2025 OPEN PO				

Authorized By: _____

SUBTOTAL:	24,500.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	24,500.00



REQUISITION

Requisition #: 92342

Date: 07/01/2024

Vendor #: 0404

ISSUED TO: VILLAGE OF WILLIAMSBURG
PO BOX 150
WILLIAMSBURG, NM 87942

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 SEWER RECEIPTS FY 2024 - 2025 OPEN		0.00 506-4005-48798	50,000.00
PO Description: SEWER RECEIPTS FY 2024 - 2025 OPEN PO Detailed Description: SEWER RECEIPTS FY 2024 - 2025 OPEN PO				

Authorized By: _____

SUBTOTAL:	50,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	50,000.00



REQUISITION

Requisition #: 92343

Date: 07/01/2024

Vendor #: 7789

ISSUED TO: CAPITAL ONE PUBLIC FUNDING
1307 WALT WHITMAN RD.
MELVILLE, NY 11747

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 CAPITAL ONE LOAN PMT PRINCIPAL		0.00 403-1203-90905	110,000.00
2	0 CAPITAL ONE LOAN PMT INTEREST		0.00 403-1203-90910	8,690.00
PO Description: CAPITAL ONE LOAN PMT FY 24/25 OPEN PO				
Detailed Description: CAPITAL ONE LOAN PMT FY 24/25 OPEN PO FINANCE				

Authorized By: _____

SUBTOTAL:	118,690.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	118,690.00



REQUISITION

Requisition #: 92344

Date: 07/01/2024

Vendor #: 4840

ISSUED TO: NEW MEXICO FINANCE AUTHORITY
207 SHELBY ST.
SANTA FE, NM 87501

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 NMFA LOAN PYMT TORC 17 PRINCIPAL		0.00 403-1203-90905	12,911.00
2	0 NMFA LOAN PYMT TORC 17 INTEREST		0.00 403-1203-90910	228.00
3	0 NMFA LOAN PYMT TORC 18		0.00 403-1203-12918	8,287.00
4	0 NMFA LOAN PYMT TORC 19		0.00 403-1203-12919	91,186.00
5	0 NMFA LOAN PYMT TORC 24 PRINCIPAL		0.00 403-1203-90905	3,846.00
6	0 NMFA LOAN PYMT TORC 27 PRINCIPAL		0.00 403-1203-90905	3,867.00
7	0 NMFA LOAN PYMT TORC 22 PRINCIPAL		0.00 403-1203-90905	3,305.00
8	0 NMFA LOAN PYMT TORC 22 INTEREST		0.00 403-1203-90910	76.00
9	0 NMFA LOAN PYMT CIF-4927 PRINCIPAL		0.00 403-1203-90905	458.00
10	0 NMFA LOAN PYMT CIF-5192 PRINCIPAL		0.00 403-1203-90905	5,000.00
11	0 NMFA LOAN PYMT WPF-5089 PRINCIPAL		0.00 403-1203-90905	13,058.00
12	0 NMFA LOAN PYMT WPF-5089 INTEREST		0.00 403-1203-90910	150.00
13	0 NMFA LOAN PYMT PPRF-5652 PRINCIPAL		0.00 403-1203-90905	163,374.00
14	0 NMFA LOAN PYMT PPRF-5652 INTEREST		0.00 403-1203-90910	8,644.00
15	0 NMFA LOAN PYMT CIF-5550 PRINCIPAL		0.00 403-1203-90905	2,500.00
16	0 NMFA LOAN PYMT WPF-5442 PRINCIPAL		0.00 403-1203-90905	14,737.00
17	0 NMFA LOAN PYMT WPF-5442 INTEREST		0.00 403-1203-90910	716.00
18	0 NMFA LOAN PYMT SERIES 2023 PPRF-60		0.00 403-1203-90905	255,000.00
19	0 NMFA LOAN PYMT SERIES 2023 PPRF-60		0.00 403-1203-90910	21,038.00

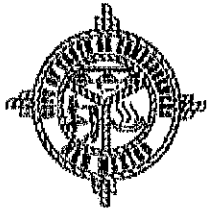
PO Description: NMFA LOAN PAYMENTS FY24/25 OPEN PO

Detailed Description:

NMFA LOAN PAYMENTS FY 24/25 OPEN PO

Authorized By: _____

SUBTOTAL:	608,381.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	608,381.00



REQUISITION

Requisition #: 92345

Date: 07/01/2024

Vendor #: 1009

ISSUED TO: GENERAL FUND

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 STATE FIRE ADMIN DUE TO GENERAL FU		0.00 209-1603-47595	21,500.00
PO Description: STATE FIRE ADMIN DUE TO GENERAL FUND FY 24-25				
Detailed Description: STATE FIRE ADMIN DUE TO GENERAL FUND FY 24-25				

Authorized By: _____

SUBTOTAL:	21,500.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	21,500.00