

*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
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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, NOVEMBER 13, 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. PRESENTATIONS

1. Small Business Saturday Proclamation. Mayor Hechler
2. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Gonzales and Department Supervisor

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

1. City Manager
 - a. Water/Wastewater Update. Arnie Castaneda, Water/Wastewater Director
 - b. PD Update: Chief of Police Tavizon
2. City Commission
3. City Attorney

F. CONSENT CALENDAR

1. City Commission Regular Minutes, October 9, 2024
2. City Commission Regular Minutes, October 23, 2024
3. City Commission Special Executive Minutes, November 5, 2024
4. October 2024 Accounts Payable
5. Take Home Vehicle Form: Police Department

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Publication of Ordinance 766 Amending the City of Truth or Consequences Municipal Code of Ordinances, Amending Chapter 11 Pertaining to Solid Waste. Wes Myers, Sanitation Division
2. Discussion/Action: Amendment to Resolution No. 05 24/25 Establishing Solid Waste and Recycling Service and Collection Center Rates for the City of Truth or Consequences. Wes Myers, Sanitation Division
3. Discussion/Action: Resolution No. 21 24/25 CIF-6441 Colonias Infrastructure Project Loan Grant Agreement. Assistant City Manager Alvarez
4. Discussion/Action: Resolution No. 22 24/25 CIF-6442 Colonias Infrastructure Project Loan Grant Agreement. Assistant City Manager Alvarez
5. Discussion/Action: Resolution No. 24 24/25 in support of the display of static equipment on city property located at the Veterans Memorial Park and Museum. City Manager Gonzales
6. Discussion/Action: Publication of Ordinance 770 NM Finance Authority Waterline Replacement Grant/Loan WPF-6323. Assistant City Manager Alvarez

H. NEW BUSINESS

1. Discussion/Action: Utility Collections. Sonya Renfro, Utility Office Manager
2. Discussion/Update: Ralph Edwards Skate Park. OJ Hechler, Community Services Director
3. Discussion/Action: MOU between the Department of Homeland Security and Emergency Management State Fire Marshal's Office and Local Governments Operating New Mexico Fire Departments. Fire Chief Tooley
4. Discussion/Action: 297 W. Third Street (Municipal Court Building/Property). Assistant City Manager Alvarez
5. Discussion/Action: Vacation of Well and Vacation of Easement. Assistant City Manager Alvarez
6. Discussion/Action: State Grants-in-Aid to Public Libraries. Assistant City Manager Alvarez
7. Discussion/Action: Update City Commission on AIPP (Art in Public Places) selection/location and approve Mayor to sign required documents for installation. Assistant City Manager Alvarez
8. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Jocelyn Holguin, Finance Director

I. EXECUTIVE SESSION

1. Limited Personnel Matters (Chief of Police Contract) Pursuant to 10-15-1(H.2).
2. Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7).
3. Threatened & Pending Litigation (Montgomery vs. City of T or C) pursuant to 10-15-1(H.7).

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

1. Limited Personnel Matters (Chief of Police Contract) Pursuant to 10-15-1(H.2).
2. Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7).
3. Threatened & Pending Litigation (Montgomery vs. City of T or C) pursuant to 10-15-1(H.7).

K. ADJOURNMENT

The meeting will be streamed through Facebook Live on the City of Truth or Consequences Public Information Facebook Page

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

NEXT REGULAR CITY COMMISSION MEETING DECEMBER 18, 2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: November 8, 2024
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Gonzalez and department supervisor

Summary/Background:

Recommendation:

None. Presentation Only.

Attachments:

-
- -

Fiscal Impact (Finance): No

Legal Review (City Attorney): No

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 11-13-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: C.2

SUBJECT: Proclamation naming November 30, 2024 as Small Business Saturday.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: November 8, 2024

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

WHO WILL PRESENT THE ITEM: Mayor Hechler

Summary/Background:

Saturday, November 30, 2024 is Small Business Saturday a day to celebrate and support small businesses and all they do for their communities. This year, we know that small businesses need our support now more than ever as they navigate, retool and pivot from the effects of the coronavirus pandemic. Founded by American Express in 2010 and officially cosponsored by SBA since 2011, Small Business Saturday has become an important part of small businesses' busiest shopping season. Historically, reported projected spending among U.S. consumers who shopped at independent retailers and restaurants on Small Business Saturday reached an estimated \$17.9 billion according to the 2022 Small Business Saturday Consumer. We will be kicking off the 2024 holiday season by encouraging consumers to support our nation's nearly 32 million independent businesses this Small Business Saturday and all holiday season long.

Recommendation:

None. Presentation only

Attachments:

• -
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-13-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, October 9, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 8, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-13-24

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, OCTOBER 9, 2024**

A. CALL TO ORDER:

The meeting was called to order by Mayor Rolf Hechler at 9:01 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Arnie Castaneda, Water/Wastewater Director
Luis Tavizon, Chief of Police
Jocelyn Holguin, Finance Director
OJ Hechler, Community Services Director
Tyler Knull, Code Enforcement Officer

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation. He asked that everybody keep Alex Carter in their thoughts and prayers. She was a graduate from our high school. She was 23 years old, and she passed away recently in Artesia. She played on the high school volleyball team, and she worked at the International Hairport here in town, and she knew many, many folks in this community. She will truly be missed.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PRESENTATIONS:

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

City Manager Gonzales presented an Employee Service Anniversary Award for Mindee Holguin for 4 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award for Joe Sward for 4 years of service with the City of Truth or Consequences

City Manager Gonzales presented an Employee Service Anniversary Award for Scott Huron for 14 years of service with the City of Truth or Consequences

City Manager Gonzales presented an Employee Service Anniversary Award for Robert Waldin for 14 years of service with the City of Truth or Consequences

2. Presentation Combating nuisances.

Tyler Knull, Code Enforcement Officer, gave a presentation on combating nuisances. (Presentation attached hereto and made a part hereof).

D. PUBLIC COMMENT (3 Minute Rule Applies):

Jessie Emerson addressed the Commission with comments related to:

- She discussed the new proposed solid waste. She thinks the improvements that have been made are great, but she also thinks there is room for a couple of more improvements related to cardboard. She questioned who will keep track of the paperwork on the fee for the disabled.

Tammy Gardner addressed the Commission with comments related to city personnel:

- Presentation attached hereto and made a part hereof.

Steve Green addressed the Commission with comments related to:

- He spoke on Resolution 05 24-25 and about the blue cardboard dumpsters being used to hold trash and now he considers that to be illegal dumping. But how it is not referenced in the resolution about illegal dumping and taking garbage and putting it in dumpsters that are for cardboard only.

- The Bountiful Alliance makes their money by having yard sales. He would like to suggest, if the resolution is passed, that a certain percentage of the money collected from the businesses be allocated to the Solid Waste Department to be used solely for marketing for public awareness of what the blue dumpsters are.

Becca Eza addressed the Commission with comments related to the MainStreet Update:

- The Show of Hands event will be on October 10th at 6pm at the Club.
- The Art hop is this Saturday from 6pm to 9pm.
- The wayfinding committee will be here doing an inventory of the existing signage and getting an idea of where we need new signage. They are also working on a visual preference survey for the community.
- On October 21st at 8 am the MainStreet quarterly breakfast will be held in our office.
- The Trick or Treat downtown event will be on Halloween on October 31st from 6pm-7pm.

George Henson addressed the Commission with comments related to:

- He had an objection to the presentation by Code Enforcement Officer Tyler Knull. It's kind of ironic because there are petitions with hundreds of signatures that said that the frontage was fine and was an artistic endeavor. At this point I'm going to bring up that this came in the utility bill, and it's called fair housing. It's a federal law I have been researching the 1781 Bill of Rights your 14th amendment has been talked about by Tyler as well. You can't destroy our Bill of Rights. This fair housing is talking about a different issue that I have probably involved in my property is the last one on there is block busting is also illegal. I had a new condo builder, build a bridge that is inadequate for the flooding that is in the news everyday every week. The block busting issue seems to me I haven't researched it like I did the Bill of Rights but at this point block busting seems to be that they can come in the realtors and developers who have sat in these benches before. Sweeney or whatever his name is. He is working for the big golf course out there. He was the one I was appealing to during some of these issues. The destruction that happened. I have sued twice at least, and I have several TORT Claims involved right now. I tried to get a restraining order to stop the theft. This is really an extreme example of misdemeanor turning into ruining someone who is a senior and has disabilities and is also well below the poverty line and a third of what standard social security brings in. The idea that the last judge at your municipal court spoke to me after her hearing and said I believe you, but we had several petitions that said this is an artistic insolation. The value that was lost to me is very extreme. The idea of last time I was here I spoke militarizing the code people but that didn't seem right because it was mostly weaponizing until you invaded.

Kathleen Sloan addressed the Commission with comments related to:

- I think I brought this up before. I'm wondering why the solid waste rates for 1.5 yard and 3-yard containers for trash, as well as recycled goods are the same. It seems unfair if you're going by volume to charge the same amount for different volumes. I don't understand that. I did an inspection of public records request for documents substantiating the rate change for recycled goods because the study didn't have enough detail to allow the public to figure where these charges come from. The response was no such documents exist. So, I ask that before you change and impose these rates, that you inform the public what the cost is what they are based on.
- The legislative finance committee recently published policy spotlight state funded water projects of which T or C was one of the case studies and infrastructure they want rates to reflect the money needed to operate to do capital projects and to maintain infrastructure. They said when you change rates the legislative finance committee recommended that you compare your rates to other rates in New Mexico. I think some of our rates are higher. I've made my own comparisons to electric, water and trash. Our rates are high. I ask that when you make these rate changes that you not look at just what money the city needs but that you make sure that you extend the rate increase out a number of years so that they remain comparative to rates within the state.

Ron Fenn addressed the Commission with comments related to:

- As I am being discussed in executive session today, and I have no invitation to come and speak and since there is no dialog in this community I will give you my diatribe in place of dialog. This whole issue comes from an illegal advertisement for the sale of public property by Assistant Manager Traci Alvarez. Illegally by state standards, and by state requirements for the sale of public property, and now that it's all over with, you have added further violations of state law, and state ethics, and who knows what else to the pot to avoid something that is very simple. I am the highest bidder, and I should receive that property for the amount that I bid. There were no conditions ever discussed about whether it was going to be established as an artwork in the bidder's possession, or it could be scrap. It could be anything, and that was Traci Alvarez's decision, and her discussion with the Arts Board and the members ended up getting the material at the lowest bid. This is superbly outrageous. When you meet at whatever time and start discussing the potential for litigation, trust me it will happen.

E. REPORTS:

City Manager Gonzales reported the following:

- I met with the Albuquerque Journal reporter and photographer, and they listened to my testimony when I spoke to the oversight committee for the New Mexico Finance Authority, and they wanted extra information.
- On Monday, the Mayor, Buster Smith and I will be going up to Santa Fe to the Water Trust Board Meeting and will present Cantrell Dam.

- On Friday, the Mayor, Chief Tavizon and I will be attending the legislative get together that is put on by the SCCOG.
- I have the end of month report on budget, the cash report and the revenue report. The GRT's that go into the general fund just raw curiosity I looked at them at the end of the quarter and we are 7% over budget in one and 10% in another. Through the budget process I spoke about how you underestimate your revenue, and you overestimate your expenses. We made it all work. This is good news.
- McAdoo street was completed on September 30th.

a. Water/Wastewater Update.

Arnie Castaneda, Water/Wastewater Director gave a Water/Wastewater update.
(Complete copy attached hereto and made a part hereof).

Commissioner Fahl: The EPA gave cities and towns 30 years to replace lead pipes and now they lowered it to 10 years. What is our status with that requirement?

Arnie Castaneda, Water/Wastewater Director: We refer to it as lead or copper. That has been in place forever. They have changed the rules in the last five years. What we do is check our pipes with the forms that we fill out, and we tell them whether or not we have lead and copper. We don't have any here. We have copper, but not any lead that is associated with that copper. In the past that is what we did. We told the public to fill out the forms and send them over to NMED and EPA and then they would tell them that the city doesn't have any lead copper. When they changed the rules, now they want us to look into your home and see if you have lead and copper. That has been difficult because we don't have the resources. I can't go into your home. All I can do is check our records, and visually inspect it. If we could see if copper is maybe coming out of a hose bib or something, then we will ask. The guys have been sent out and told what to do and what to report. Jamie has compiled all the information and now cut it down to a list. I don't remember how long the list was, maybe like 20 customers that we still don't know what they have and so we need to reach out to them. We normally do that by mail and ask them if they know what kind of piping they have. Those are the rules that have changed in the last 5 years, and they have made it very difficult for all water systems. Can you imagine a city like Albuquerque. There is a deadline, and I believe it is mid-October. We are pretty close to finishing and meeting the deadline. This has been an out roar in our industry.

Commissioner Fahl: I appreciate you putting that on the record so that our community knows that we are ok.

Arnie Castaneda, Water/Wastewater Director: The lead and copper combination was used back in the 50's.

Mayor Hechler: Does it appear like you will be able to get ahead of these leaks in the next couple months?

Arnie Castaneda, Water/Wastewater Director: I'm not going to make any promises, but that is our goal. I gave our guys a goal last summer. We are trying to cut it down to 10. It's hard because we fix 10 and then 8 pop up. They guys are doing what they do. We got them to be experts, they go in there, and they fix it. They are out and go to the next one. The last 3 or 4 weeks that is all we have been doing. We have caught up.

Mayor Hechler: I think about you guys all the time. Especially on weekends when I know you guys are out. I feel bad for you guys getting called out all the time. Thank you so much for your service in that regard and their service. I think it's admirable that they continue to do that, and they stay with us. I'm hoping they get this stuff done. I recently had a meeting with a County Commissioner, and he lives down there by Louis Armijo Sports Complex, and he remarked that the effluent pond has been overflowing a little but for the last few weeks, what's the issue there?

Arnie Castaneda, Water/Wastewater Director: That system is old. I think I have talked to Angie or Traci about it a couple of times. We have pumps at the treatment plant, and these pumps are connected via SCATA to the re-use pond. When the pond goes low, it kicks on the pumps. The system is not communicating correctly anymore. A couple of times it wasn't communicating, and the pumps never came on, and it overflowed. The pumps at the actual pond are the ones I just explained. One burnt out, and the other ones on hand are not communicating correctly with the golf course either. The whole system needs some work. We are trying to do the best we can with what we have right now. I called a company out of El Paso to ask them to come and help us with that SCATA communication, to see if we can fix it or replace it. From there I'll get with Alan to see if we can do the same thing with theirs. In the meantime, I have a pump that's has a motor that is out, so I'll get that repaired. I have a scheduled inspection on the pond, and I have to drain it. I'll inspect it, and send out some form to NMED, and that will be done in November. I have already talked to the golf course, and we are going to be shutting down the water. We will be sending notices to the contractors, and whoever else is using the water. That is something that we have to do, and I am going to take that opportunity to see if I can fix the other things at the same time.

Mayor Hechler: How long is it going to take to do that?

Arnie Castaneda, Water/Wastewater Director: Most of the month. Maybe 3 weeks.

Mayor Hechler: At least it's in our cooler time of the year.

Arnie Castaneda, Water/Wastewater Director: Yes, that is why we are doing it in November because during the summer months the golf course and parks use it.

Mayor Hechler: Are you going to replace the liner in that month?

Arnie Castaneda, Water/Wastewater Director: They are very expensive, but we will repair the liner if that is what we need to do. If there are any cuts or holes in the liner, then we will repair them at that time.

Mayor Hechler: You're saying, once we get the SCATA system replaced then the pond overflowing shouldn't be as much of a problem? I was going to ask if we couldn't just monitor it on a daily basis and make changes, but it sounds like you're going to tackle it anyway in a month so we should be ok.

Arnie Castaneda, Water/Wastewater Director: That's the goal.

City Commission Reports:

Commissioner Fahl reported the following:

- The Sierra County Tourism Board met this month, and it was exciting. Kim Skinner works closely with Sunny 505, and they came down and did a video. They videoed places like the Healing Waters Trail, El Cortez, Ardies ice-cream shop, some of the galleries, and some of the hot springs. They are going to use those for TV commercials and stuff like that. They're going to focus on getting them to Phoenix and Tucson. A lot of our visitors come from Tucson.
- Jornada RC&D submitted our grant proposal. Thank you for your letter of support.
- Jim Apodaca is the Recreational Specialist at the Gila National Forrest, and he is a part of the board. They are opening the trail from Railroad Canyon, down to Animas Creek. They are also working on the Continental Divide Trail which is a world renown trail into Hermosa. Those of you that are into trails, about 20 years ago the Forrest Service had big trail crews that would go in for a 2-week hitch. They went in on foot and horseback to work on trails. They quit funding those, and so they haven't had money for trails in a long time. It's exciting that Gila is focusing on trails, and we are getting some open. They got volunteers from other states to come and help on the trails. It will be a good thing for our community and recreation tourism money.

Commissioner Mitchell reported the following:

- I just wanted to clarify, I did find the minutes from our January 3rd meeting and Mayor Hechler made a motion to appoint Mayor Hechler, Mayor Pro-Tem Forrister and Commissioner Hoepfner to serve as members on the Sierra Vista Hospital Joint Powers Commission and I'm the alternate. I attended the executive session yesterday on everyone's behalf and I will give you an update later.

Commissioner Hoepfner reported the following:

- The recycling committee had a meeting, and they had some great ideas to move forward. Hopefully there will be a presentation of what we can do and what areas they are working on.

Mayor Pro-Tem Forrister reported the following:

- I want to thank Becca Eza for letting me be a part of the Show of Hands Committee and help pick the finals. I'm excited to see how that goes and who wins.

- It's crazy the community we live in. I say it time and time again. We disagree on lots of stuff, but then come together for things like Alex. Down in Cruces at the fair, they had a moment of silence for her there, and a moment of silence for her here. At the gym last night there was a moment of silence, and we put out a thing for her funeral, and everybody jumped on it within a matter of minutes and filled everything.
- We just wrapped up the Sierra County Fair that is put on by a group of volunteers. Our Sierra County Fair Board has 21 members, and our families are big, and we come in and we put that on for the community. Everybody jumps in and helps in support. I had called Traci the day we set up for the fair because the mosquitos were horrible, and Dave came out twice and sprayed and definitely got it cleaned up out there. People came in and donated sand for the showrings, Tractor Supply donated shavings to put on top. Anybody just jumping in and helping and being amazing. We are run by volunteers. We get sponsorships, and we charge for banners that get hung up, and all that money goes back to the kids of our community. The sale was about \$430,000. It just goes out to show how many people show up for our kids. I really appreciate that. Crystal Diamond Brantley has really advocated bipartisan to get us over \$2 million for that facility, and we are going to be getting a new facility there. Again, we sell banners, and the money goes back to the kids, and it's unfortunate because a Crystal Brantley sign is hanging up at the fairgrounds and we have a blogger who would like to gossip about the sign being out there, instead of writing about all the fabulous things that happen at the fair. I'm very proud of the rest of the community for coming together for our kids.

Mayor Hechler reported the following:

- I attended the New Mexico Governor's Conference on economic development. I went to every class that I could for 2 days. It was very interesting, and I learned a lot of good things. I got to talk with the person from VARDA and hopefully he will be a spaceport customer as he continues to launch his satellites on the falcon 9 rockets. I made some great contacts including my ex-boss Dave Simon who is now the leader of the Albuquerque parks system. He and his wife have written a number of grants to EDA which is a federal grant that I am involved with, and we are trying to get 2 grants right now. He is going to be a great resource, and he is going to help us.
- On September 27th I attended the South-Central Council of Governments in Sunland Park. The big note here is we started transportation services here with a bus. It started in August. They come all the way to Elephant Butte and down to Mesilla all week long. The webpage is South Central Regional Transit and look for the blueline. The blueline is the one that services our community.
- On October 3rd we had a special meeting regarding Cantrell Dam. Representation was with the Trustee of the Village of Williamsburg, and the Sierra County Commissioner was there as well and also the manager. We had the Flood Director Sandy Jones, County Emergency Manager Ryan Williams and our City Management. The meeting was to explain what we are going to do with the dam and the construction. The reason the meeting was important was

because 2 of the people that where at this meeting where affected by the flood that occurred in 2020. They had some questions and thoughts about it, and they were concerned by the time it was over. We got an agreement from them stating that they are going to write a resolution in support of our endeavors to get the funding for the Cantrell Dam. They are also going to write us a letter of support. That is going to help us because on October 7th we made a trip to Santa Fe to the Water Trust Board meeting, and there were 53 applicants for the funding. Ours was for flood control. We were one of the applicants, and we were requesting \$8.1 million dollars. We made a presentation to them, and I think it was well received. I think by the end of the month we will know whether or not it's going to the budget. I think we have a worth well project. Also, with the \$8.1 million dollar project, \$800,000 is going to be a match by our community, but I think I have Sandy Jones' commitment to provide us with \$400,000 of that. So that this is going to cut some of our requirements down. That is why he asked for a resolution and those letters of support, so that he can feel comfortable doing that. This is going to provide a lot of security for the people that live in that area. I feel like this is going to make our community safe. The three entities that were involved where the County because of the fairgrounds, the Village of Williamsburg, and the City of T or C. I think that is why the Water Trust Board will hear our request, and we should be ok.

City Attorney Rubin had no reports.

F. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, September 11, 2024**
- 2. City Commission Regular Minutes, September 24, 2024**
- 3. September 2024 Accounts Payable**
- 4. Take Home Vehicle Forms**

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.

G. PUBLIC HEARINGS (5 Minute Rule Applies)

- 1. Public Hearing/Discussion/Action: Final Adoption of Ordinance 766 Amending the City of Truth or Consequences Municipal Code of Ordinances, Amending Chapter 11 Pertaining to Solid Waste.**

Assistant City Manager Alvarez: I have reviewed the minutes from our meetings June 12, August 14th and August 28th for all recommended changes for the ordinance. We have made all those updates as commission directed and what you have before you is the ordinance as requested for potential final adoption through the public hearing.

City Attorney Rubin: I researched section 11-14-2 exempt service collection administrative fee may apply. There was a question that came up regarding how that

plays out with the Americans Disability Act. I am prepared to give an opinion, but I think I would rather listen to public comments first then I will be happy to chime in.

Mayor Hechler opened the public hearing.

Proponents:

Steve Green: I applaud the changes that were made, and I appreciate that. I think for the public I do have one concern, and that concern is what Attorney Rubin alluded to 11-14-2. The front line says exempt service collection, administration fee may apply. The last line in that section starts with *"customers receiving exempt service collection are subject to all collection fees set by resolution including an administrative fee."* Including, is a little different than may. So, one sentence contradicts the other sentence. Title 28, Chapter 1, Part 3, Subpart B, General Requirement 35-130 A-F *"A public entity may not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of measures such as the provision of auxiliary aids or program accessibility that are required to provide that individual or group with a non-discriminatory treat required by the act or this part"*. I asked the person that sent this to me where did you get this information, and it's off of the ECFR.Gov website. The national archives codes of regulation part 35 covers non-discrimination on the bases of disability in state and local government services. That is exactly what we are talking about here. Governmental services to the disabled who do not have the physical capability to bring out their poly carts. I don't think there are a lot of people involved. I've heard the number 10, and I've heard the number 20, but why put the city in possibly an embarrassing situation where we know that applying an administrative fee is illegal, and why put our heads in the news once again. Please consider that when you vote for a passage of this ordinance. I think the revenue that the city is looking for from the solid waste department to increase their revenue, so they have money to buy new trucks, so when our community expands, and flaw is too small, and we have to expand the facility. Where is the money going to come from. I totally understand. I get it. I used to sit up here where you guys are sitting now. But not on the backs of the disabled, and not on the backs of 20 people. That doesn't make sense. That is not good community governments.

Opponents:

There were no opponents.

Mayor Hechler closed the public hearing.

Commissioner Fahl: I have questions about the exempt service, and I understand the concern. I never thought about ADA compliance. It doesn't reference a fee in the ordinance so would we determine that in a different document?

Mayor Hechler: We will discuss that a little bit more, and I will have Attorney Rubin way in here in just a second. One issue that I'm thinking about, and I completely understand

what Mr. Green is saying, but I think what he said about "required services", this is not a required service. I imagine it's allowable, but that doesn't mean we are going to do it. I'm thinking it's not a required service. It's a service that we provide, but it's not required. I'm not looking for a loophole, I'm just looking for the legal jargon, but our attorney can reference that and discuss that a little bit further.

Commissioner Fahl: To address the ADA issue, is that \$25? There are not a lot of people. At some point there might be a lot of people trying to take advantage of that. I just don't think the money is worth it, but before we go on to that I do have a question.

Mayor Pro-Tem Forrister: Before you go on, can I ask a question on that same topic? The fee can be waived if they do have a disability. That was my understanding. Is that not, correct?

Commissioner Fahl: It doesn't say that. That's what is confusing. I didn't notice where one says may, and then it says including.

Assistant City Manager Alvarez: Maybe if it was not considered an administration fee, and the Commission considered it an application fee. If somebody comes into Planning and Zoning, and they file a well permit, they pay a \$100 application processing fee. If they file a solar permit in a residential area, it's a \$50 application fee and \$100 fee for commercial. The planning application fee is to process that application because there is work that is entailed to do the processing of those applications. So, we are looking at it as charging people for the service, but the charging for the work goes behind processing those applications. As far as the wording is concerned, my apologies on that. I really was just referencing the committee meeting minutes, and so input in there what was requested by the commission per the minutes, and I didn't make the connection between one or the other. That can be amended prior to us doing final adoption, and then the commission can decide whether you want to call it an administration fee, or an application processing fee. If somebody comes in for any of those other fees it doesn't matter if you are disabled or not, those fees are required. If you guys decide you want to go with the fee when we get to the resolution portion, that is where you can decide what the fee is, and input that into the exhibit as well. Hopefully that helps a little bit.

Mayor Hechler: It does help. Attorney Rubin, for my peace of mind, this is not to make money for the city. Charging customers \$25 doesn't do anything for us as far as our budget goes. It's more to ensure that the people requesting this service truly need the service. That is where I was getting at with the admin fee. I understand the admin fee doesn't work the way an application fee may be in process. We have a lot of other hoops that people have to jump through, like getting a doctor's letter, and having a consultation with our sanitation director. Those things are still in place, so we can truly judge whether a person is going to receive this service or not. But it is not to make money, I just want to make that clear. 22 people are on the roles to receive this. That's 44 trips up and down the truck every week that the driver has to make because he has to get in and out of the truck twice to for every curb service that he does. That adds a lot

of time in the winter when you have snow and ice on the liners of the truck and things of that nature. It's a safety concern. That's my viewpoint. I understand our employees work hard, and they need to work hard, but those are extra things that I'm concerned about, and that is why I wanted to see something in regard to that.

City Attorney Rubin: Well, you made my job a lot easier with Ms. Alvarez' comments because that basically goes hand in hand to what I was going to advise you. To be clear here, I want everyone to understand I'm very sympathetic. I know the city is also. The ADA works to protect people that are disabled, and we don't want to have a perception that we are discriminating. It's important that we are addressing that. The way this is worded, I guess the question is what do we mean by administrative fee. Also, as I think Traci was kind of hitting on here is basically if you look at the ordinance, it talks about an application that you have to submit to the solid waste department, and then after the application is submitted, then our personnel goes out to the property and does an inspection. That is what we are talking about. It's a onetime charge when the application is submitted, and I think it's permissible that you can charge during the renewal process because you are doing the same thing. You still have to go out there and make sure the person qualifies. I guess really what I want to be careful with is that we don't want to have a situation where we are having an ongoing charge. That is something we would not be allowed to do. We are talking about getting by, by calling it an application fee. I don't think if we decide to change it from an administrative fee to an application fee that we have to go back publication if that is the only change we are going to make. I think we could amend that in our vote. I agree with Mrs. Alvarez's comments.

Mayor Hechler: Ms. Alvarez, what did you have in mind for an application fee?

Assistant City Manager Alvarez: I really was going to leave that up to the Commission.

Mayor Hechler: I understand that this is going to be a onetime annual fee thing, and this request is going to have to be renewed every year. There are a lot of hoops that people have to jump through to get this permit, like getting a letter from their doctor. I think you have to have an inspection, and you have to do a lot of other things, so I think that is important. I think that is a good way to go.

Mayor Pro-Tem Forrister: If they are disabled, they probably have that letter on hand.

Commissioner Fahl: Or they have their disability card. What if they just showed you their disability card.

Assistant City Manager Alvarez: It's important to reference that it's not necessarily disabled. It could be elderly. I know they have one that is a 92-year-old lady. She gets around fine, and she can do things on her own. However, pulling out a poly cart is very hurtful, but she is not disabled.

Commissioner Mitchell: What about for instance, my sister-in-law who broke her leg and for 2- or 3-months couldn't walk?

Mayor Pro-Tem Forrister: I don't know. We are just throwing that out there, but what we are trying to get away from is having people abuse that power. So, you make the fee maybe higher, but they qualify for the service. Maybe we can give it back to them or something. You don't want to make it just \$25.

Commissioner Fahl: Well, when you talk to them, they are going to say you're not approved.

Assistant City Manager Alvarez: I think it would be better for the Commission to either decide if we have a fee or not have a fee, that way it eliminates the feeling of discrimination that somebody might have. If the Commission is going to decide to make a fee, it should be for everybody. There are criteria's that they have to meet to get approved.

Mayor Pro-Tem Forrister: Sounds good.

Mayor Hechler: Here is what they need to qualify for exempt service. A resident must have a physical disability preventing you from rolling the carts to the curb or specified collection.

Commissioner Fahl: Ok stop right there. So, physical disability, but we just said what if she is 90. Is that a physical disability?

Mayor Hechler: No, they would have to submit the completed application to the solid waste department for consideration, and not have any other occupant or long-term guest residing in the home with the ability to roll the cart. The last one is having your physician complete the physician section of the application. So, the physician actually has to do it. You can't show the handy cap card or a plaque or anything else. Once a person goes through all those qualifications, I think it would be reasonable to accept a \$25 application fee once a year, and then I would like to put it back on the administrator at the sanitation department since these are renewable July 1st or two weeks before July 1st. They can contact these people to ask them if they want to renew, and inform them that they need to go through the process again. That way we won't have people on there in perpetuity without having to renew, so that we know if there are changes made, they are going to be able to change it. I think those are reasonable changes.

Mayor Pro-Tem Forrister: Andy does that seem ok? I would like to hear from you.

Commissioner Fahl: Back to the word disability. What if you say physical impairment instead of disability. We just said we don't want to call them disabled.

Mayor Pro-Tem Forrister: So, shouldn't we say have a physical impairment.

Commissioner Fahl: Right, instead of physical disability.

Mayor Hechler: The one for me is that you have to have a physician complete the form.

Commissioner Fahl: I'm just saying don't use the word disability, cause we don't want to reference that. It's just a physical impairment, whatever that may be or it can also mean that they are elderly, and they can't pull it to the curb. That's an impermeant not a disability.

Mayor Hechler: Section 11-14-2 the first bullet point, under "have physical disability" change "disability" to "impairment."

Commissioner Fahl: Right, I would like that.

Assistant City Manager Alvarez: I would recommend changing the "administration fee may apply" to "application will apply."

Mayor Hechler: Right, just say a \$25 application fee on an annual basis.

City Attorney Rubin: I can help you out on that on the second bullet point where it says submit the completed application to the solid waste department with the \$25 application fee.

Assistant City Manager Alvarez: We are trying to take fees out of the ordinance. So, say with application fee.

City Attorney Rubin: Ok. So, in the last sentence you have customers receiving exempt service collection are subject to all collection fees set by resolution.

Commissioner Fahl: Wasn't one of the questions during public comment is who keeps track of those records? Of their application.

Mayor Hechler: It should be the administrator at the solid waste.

Commissioner Fahl: Not the City Clerks or any of that stuff.

Assistant City Manager Alvarez: They already keep them.

Mayor Pro-Tem Forrister: Destroy them after a year.

Commissioner Mitchell: As long as they are locked in a file, that's all they need.

Assistant City Manager Alvarez: It's all kept on site at the Solid Waste Department. How he processes after I do not know.

Andy Alvarez, Sanitation Director: No concerns. I normally go out and look at the routes and check on my drivers. I watched my driver get out of the truck. There was this elderly gentleman about 65 or so, he was out there playing with his dog. My employee got out

of his truck, and took his poly cart, and the man was following him still playing with his dog. My employee got done and I asked my employee if this was an exempt application because this man is out there running and playing with his dog. I asked how long this has been going on. I need to know these things. He said a long time sir.

Mayor Hechler: I appreciate that comment, but let's not let one bad apple spoil the whole thing. We know there are going to be exceptions from time to time. That is why we go through this annually and every single year. Make a note in their file and then make a visit to them to ask if there is a way to remove them from the exempt service. That might have been a one time deal to have that person there or reside there. You will have to find out and then remove them if need be.

Commissioner Fahl made a motion to approve the final Adoption of Ordinance 766 Amending the City of Truth or Consequences Municipal Code of Ordinances, Amending Chapter 11 Pertaining to Solid Waste with the noted amendments. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 05 24/25 Establishing Solid Waste and Recycling Service and Collection Center Rates for the City of Truth or Consequences.

Assistant City Manager Alvarez: I do not have to say too much about this, we have had some discussions on this. I tried to word it differently so people would know these are monthly rates. With that I did not find any other changes in the past minutes from the commission requests. Do we have any questions?

Commissioner Fahl: Sometimes we miss things, so why are container sizes 1.5 and 3 and the cost is the same? I am looking at monthly dumpster rates size, first page FY25 1.5 68.57.

Assistant City Manager Alvarez: That is Recycling. It goes up for how many days a week you use the service. It still goes off of the cost of service within the rate study, and I know we had a discussion about the breakdown with the mayor. Mayor, I do not know if you want to go into that more.

Commissioner Fahl: So, it's the same for whatever size dumpster? I just want that clarified for the minutes. Container sizes with the initial rate are the same.

Mayor Pro-Tem Forrister: I asked the same question during the week between the two sizes. It's not that much of a difference because if you are going to get picked up more times in a week it would cost more from my understanding.

Wes Myers, Sanitation Department: the three different things it has is the cost per container, the cost per collection, and the cost for disposal.

Commissioner Fahl: How are our rates different from other communities? I do not know how that was done or if it was covered in the studies with the information Tracy has.

Andy Alvarez, Sanitation Director: Our rates are based on haul to a landfill.

Mayor Pro-Tem Forrister moved to approve Resolution No. 05 24/25 establishing Solid Waste and Recycling Service and Collection Center Rates for the City of Truth or Consequences with the annual exempt services application fee of \$25 be added to the Resolution. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 16 24/25 Budget Adjustment Request.

Jocelyn Holguin, Finance Director, reviewed the Budget Adjustments provided in the packet.

Commissioner Fahl moved to approve Resolution No. 16 24/25 Budget Adjustment Request. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 17 24/25 amending City Park User Fees.

OJ Hechler, Community Services Director: As we know, the Fiesta group has some tents and canopies. I have gotten a few phone calls about renting these. I called the party shack in Las Cruces and asked them how much they charge for rent. The 20X40 tents are \$360 plus a \$100 deposit, plus mileage. When thinking about these tents, there are a lot of pieces, and there are a lot of moving parts, and there is also a possibility of wind coming up when these tents are set up, so somebody would have to be there monitoring them pretty much the whole time. It would be best if city staff would set these tents up. I kind of hit it to where it would be a \$300 rental fee and a \$200 deposit. I reached out to the commercial grade tent company and a 40X40 is around \$1100.00, and these are framed tents and will hold the wind.

Commissioner Mitchell: Fiesta purchased the tents through the lodger tax, and we kept them. It was three tents that we purchased. Then the next year we came back and asked for more tents through the lodger tax board, and they said if they did buy them, they would revert to the city in order to use them for city functions and/or be rented out potentially. They have been hounding us for months so they can use these tents because when they did the Rock & Gem Show last year, they spent around \$7

thousand dollars just to get these tents, and they had to bring people in from out of town. We spent about \$1000. We have two 20X40 tents and then we have three 20X20 round ones. The other part is the set up and tear down because they don't have the best instructions. We can go online and download them and that kind of stuff, but it is a manpower thing, and we will be having to use city staff. That money that we get for those tents I think needs to be reverted to the appropriate department for the staff to put up and tear down is my suggestion. We can use them until they can't be used anymore and then we can purchase more through lodgers' tax if need be.

Mayor Pro-Tem Forrister: I think if we are going to do that it should be a flat rate and if you want set up and tear down it would be an additional cost.

Commissioner Mitchell: That is a possibility, but I think we had concerns about what if they don't have the manpower.

OJ Hechler, Community Services Director: There are a lot of parts to these tents, so the other part is the inventory once they are returned. I'd rather have a group set them up than have to call in city staff on a Saturday night to set them up. Is that realistic because then you fall into overtime and things of that nature.

Mayor Hechler: These tents are not commercial grade, and they really concern me with liability. Fiesta bought these things with lodgers tax and they can use them again, and for that reason we will get our use out of them, but they do have to be monitored, and the canopy has to be taken off at night because these things are not made to withstand more than 35 mph winds and they won't, so if a big wind comes through and picks them up and hits somebody in the head then that is a huge issue for us. I think the city should use the city's portion of lodgers tax to purchase a couple of commercial grade tents.

Mayor Pro-Tem Forrister made a motion table Resolution No. 17 24/25 amending City Park User Fees. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

1. Discussion/Action: Approval of survey for land next to Rotary Park.

OJ Hechler, Community Services Director: This is for the approval of the survey to acquire that piece of property at Rotary Park. That would follow the same process that we did for Rotary Park. I spoke to the surveyor this morning and you are looking at \$2,500 for the survey.

Commissioner Fahl moved to approve the survey for land next to Rotary Park. Commissioner Mitchell and Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: 297 W Third Street (Municipal Court Building/Property).

Assistant City Manager Alvarez: The property has been vacant and was rented out to the film crew. We wanted to bring it to the commission to see what direction you want to go, and if you want me to look at the building getting appraised for the potential sale.

Mayor Hechler: When discussing this, look at future use of that building. Do we see any application for the city down the road for that property? Do we want to sale it and clean up our books and put it back on the tax roll. How do you want to approach it?

Commissioner Fahl: getting it back on the tax rolls is an advantage, but we do not know what our future growth will be. We might need that at some point.

Mayor Hechler: Can we do a business rental? We would have to clean it up. I do not know if there is a market for that.

Commissioner Mitchell: I know some of the programs are interested in finding properties to use as classrooms or meeting spaces, and stuff like that. If there was a way it could be rented on a temporary basis, or month by month, or even other offices in the city where other entities can come and have a meeting. The city could utilize the property that is currently vacant and get a little bit of money back and in rental agreements.

Assistant City Manager Alvarez: I don't know if it's set up for meeting rooms. It's more set up for offices. Keep in mind that we are in the process of re-doing the carpets and stuff.

Mayor Hechler: Lets go do this, let's make a motion to entertain the idea for a long term lease/sale, then we will decide which way to go. As long as it is not a cannabis dispensary.

City Attorney Rubin: Would you be interested in doing an appraisal. You will need that.

Assistant City Manager Alvarez: I would like to, if we were looking at potential long term, I would like to start with just that appraisal since it's a less cost. We have to have it appraised for market value for leasing it out. The appraisal for sale is different for leasing.

Mayor Pro-Tem Forrister made a motion to table the action on the 297 W. Third Street (Municipal Court Building/Property). Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

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

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

4. Discussion/Action: Accounts Payable Voucher and Change Orders.

Jocelyn Holguin, Finance Director: The voucher system is redundant. Staff is having to redo paperwork. I would like to change it to a stamp approved for payment, or ready to pay, sign the invoice then submit it for payment. The second part is the way that change orders are done. I am going to ask for them to be changed and it will be changed in our policy. Anything between \$1 and \$20,000, you will have to fill out an extra form and get a bunch of signatures, now the accounts payable or procurement can do it through an email. They have discretion.

Commissioner Mitchell: So you are wanting to simplify the process and make it more efficient.

Mayor Hechler: You talked to the auditors, and they are ok with the process?

Jocelyn Holguin, Finance Director: I want to clarify. I went on the Procurement code website, and it's not in there.

Mayor Pro-Tem Forrister: Staff would rather do this, and it will simplify the process right?

Staff agreed.

Mayor Pro-Tem Forrister moved to approve the Accounts Payable Voucher and Change Orders. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. EXECUTIVE SESSION:

1. Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7).

Mayor Pro-Tem Forrister made a motion to go into executive session at 12:10 p.m. to discuss Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7). Commissioner Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 12:48 p.m.

Mayor Pro-Tem Forrister certified that only matters pertaining to Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7) was discussed in Executive Session and no action was taken in executive session.

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

- 1. Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7).**

No action was taken.

I. ADJOURNMENT:

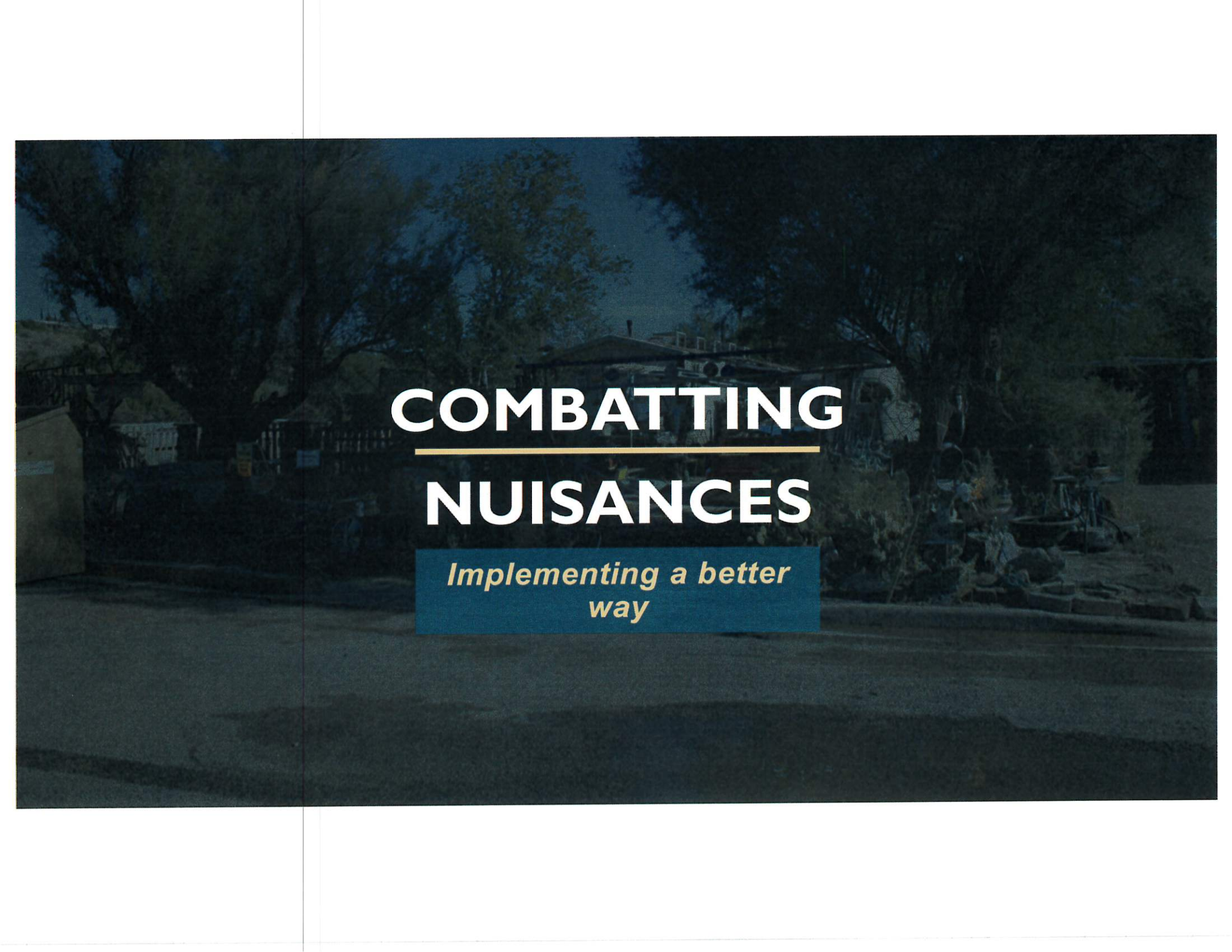
Mayor Hechler adjourned the meeting at 12:51 p.m.

Passed and Approved this 13th day of November, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

The background image shows a residential street scene. There are large, leafy trees on both sides of the street, partially obscuring the view of houses in the background. The houses appear to be multi-story buildings. The overall lighting is somewhat dim, suggesting it might be late afternoon or early morning. The text is overlaid on this image.

COMBATting NUISANCES

*Implementing a better
way*



The Idea

In September, I attended the New Mexico League of Zoning Officials Conference in Carlsbad. During the conference, the Head of Planning and Zoning from the Town of Edgewood, Brad Hill, gave a presentation on how his town combats nuisance properties.

WHY DO WE NEED A NEW APPROACH?

Our current Code Enforcement process is lengthy. Citizens are unhappy with the services that are being provided because they feel as if nothing is being done.

Our current process is causing nuisance abatement to take over six months, and in some cases, years, to complete. An example of this is the property at 731 Wyona Street that got stuck in the process for three years.

Bureaucratic processes aren't the only problems we face. Municipal and Magistrate judges don't want to hear City Code cases, so they usually fail to provide the results needed for a property to get cleaned. On that same note, initial hearings for City Code cases are over a month after a criminal citation or complaint is filed. This means that even after a property owner is taken to court, the case will last at least another month, not including the time given to the property owner by a judge to clean the property.

CRIMINAL CITATIONS VS. CIVIL VIOLATION

Criminal Citation



- Respondent is an individual
- Redress is limited to action against the respondent
- Standard of proof is beyond a reasonable doubt
- Matter is heard by a judge

Civil Violation



- Complaint is against the state or the property
- Redress can be an order for the respondent to comply or allow for complaint to correct
- Standard of proof is preponderance of the evidence
- Matter is heard by a hearing examiner

PROPOSED PROCESS

Step 1



A property has been identified as a nuisance.

Notify the owner with a courtesy notice (10 days)

Step 2



Serve owner with Notice to Abate and post sign on the property with "Notice to Abate" (10 days)

Step 3



Proper notice of hearing is given. The matter is presented to a Zoning Hearing Examiner who may issue an Order to Abate.

Step 4



Abatement of the nuisance property by City.

Step 5



A Municipal Lien is placed on property for all costs incurred during abatement

NUISANCE ABATED

Step 1: Notify

Post or mail a courtesy letter to the property owner advising them of violations present on the property. The courtesy letter will give the property owner ten days to remove violations.



CITY OF TRUTH OR CONSEQUENCES
OFFICE OF CODE ENFORCEMENT
507 McAdoo Street
Truth or Consequences, New Mexico 87901
PD (575) 894-1204



COURTESY NOTICE

Date: _____ Location: _____

VIOLATION(S):

- ☐ Section 6-78. – Weeds, responsibility of owner
- ☐ Section 6-76. – Accumulation of solid waste
- ☐ Section 6-74. – Unsanitary premises
- ☐ Section 6-52. – Vehicle prohibited acts and exceptions (Unregistered / Disabled vehicle)
- ☐ Other: _____

Requirements for Correction:

We respectfully ask that you take action to remove the listed violations before _____.

Follow-Up Inspection Date: _____

A follow-up inspection will occur on the inspection date listed above. If a violation is found at that time, a citation may be issued to the owner, agent, lessee or occupant of the property. If you have any questions, please do not hesitate to contact the Truth or Consequences Police Department at (575) 894-1204 and request to speak with Code Enforcement.

Not complying with this notice may result in a penalty of \$500 fine and/or 90 days in jail or both.

Thank you for your attention to this matter.

Inspector / Code Enforcement Officer: _____

Step 2: Notice to Abate

1. Post a sign and Notice to Abate paperwork on the property
2. Send a letter via regular mail and Certified Mail giving ten days to remove the nuisance and fifteen days to schedule a hearing with the Hearing Examiner.

WARNING NOTICE OF VIOLATION
NOTICE TO ABATE
CITY OF TRUTH OR CONSEQUENCES

THE FOLLOWING PROPERTY HAS BEEN DETERMINED TO BE IN VIOLATION OF ORDINANCE ###-##
DILAPITATED BUILDING AND UNSIGHTLY DUMPING OF DEBRIS AND/OR TRASH

YOU MUST REMOVE THE ABOVE NUISANCE WITHING TEN DAYS OF THE DATE ON THIS POSTING. FAILURE TO DO SO MAY RESULT IN THE REMOVAL OF THE NUISANCE BY THE CITY OF TRUTH OR CONSEQUENCES WITH THE RESULTING COST TO BE IMPOSED UPON THE PROPERTY AND THE OWNER OF RECORD.

YOU HAVE THE RIGHT TO APPEAL THIS NOTICE BEFORE THE ZONING HEARING EXAMINER WITHING FIFTEEN (15) DAYS OF THE DATE ON THIS POSTING. TO REQUEST AN APPEAL, CALL THE CITY OF TRUTH OR CONSEQUENCES CODE ENFORCEMENT OFFICE AT 575-894-1204. IN THE EVENT NO APPEAL IS FILED ON THIS MATTER THE CITY MAY PROCEED WITH THE ABATEMENT.

DATE OF POSTING: _____ CERTIFIED MAIL: _____
BY OFFICER: _____

THIS SIGN IS PROPERTY OF THE CITY OF TRUTH OR CONSEQUENCES, DO NOT REMOVE, DEFACE OR DAMAGE

Step 3: Notice of Hearing

If the ten days listed on the Notice to Abate has passed, the property owner will still have five days to request a hearing from the Hearing Examiner.

If the owner does not request a hearing, within that time, a Notice of Hearing will be posted on the property.

PUBLIC NOTICE **NOTICE OF HEARING** **FOR ABATEMENT OF NUISANCE**

THE CITY OF TRUTH OR CONSEQUENCES / CODE ENFORCENET HAS DETERMINED THAT THIS PROPERTY IS IN VIOLATION OF ORDINANCE ####-###
AND IS REQUESTING A HEARING AS PROVIDED UNDER ####-###:
DILAPITATED BUILDING AND/OR UNSIGHTLY DUMPUNG OF DEBRIS AND/OR TRASH

OWNER / RESPONDENT: _____

PROPERTY LOCATION: _____

LOCATION OF HEARING: 405 WEST THIRD AVENUE, TRUTH OR CONSEQUENCES, NM 87901 / CITY COMMISION CHAMBERS

HEARING DATE: _____ TIME: _____

FOR FURTHER INFORMATION, CALL THE CITY OF TRTUTH OR CONSEQUENCES CODE ENFORCEMENT OFFICE AT 575-894-1204.

DATE OF POSTING: _____ CERTIFIED MAIL: _____

THIS SIGN IS PROPERTY OF THE CITY OF TRUTH OR CONSEQUENCES, DO NOT REMOVE, DEFACE OR DAMAGE

Step 4: Conduct a Hearing

As previously stated, we need to stop going through the Criminal process and go solely based through a Civil Process.

During a Civil Process, there is no “Guilty” or “Not Guilty” plea. There are Stipulations.

The standard of proof is “Preponderance of the Evidence” in a civil case. This means that something is more likely true than not.

Hearings are public and somewhat informal.

Hearings are held once a month.

After the hearing is conducted, the property owner has a right to appeal the decision to the Planning and Zoning Board within 30 days. However, a \$400 non-refundable fee is charged to anyone who wishes to appeal to the Planning and Zoning Board.

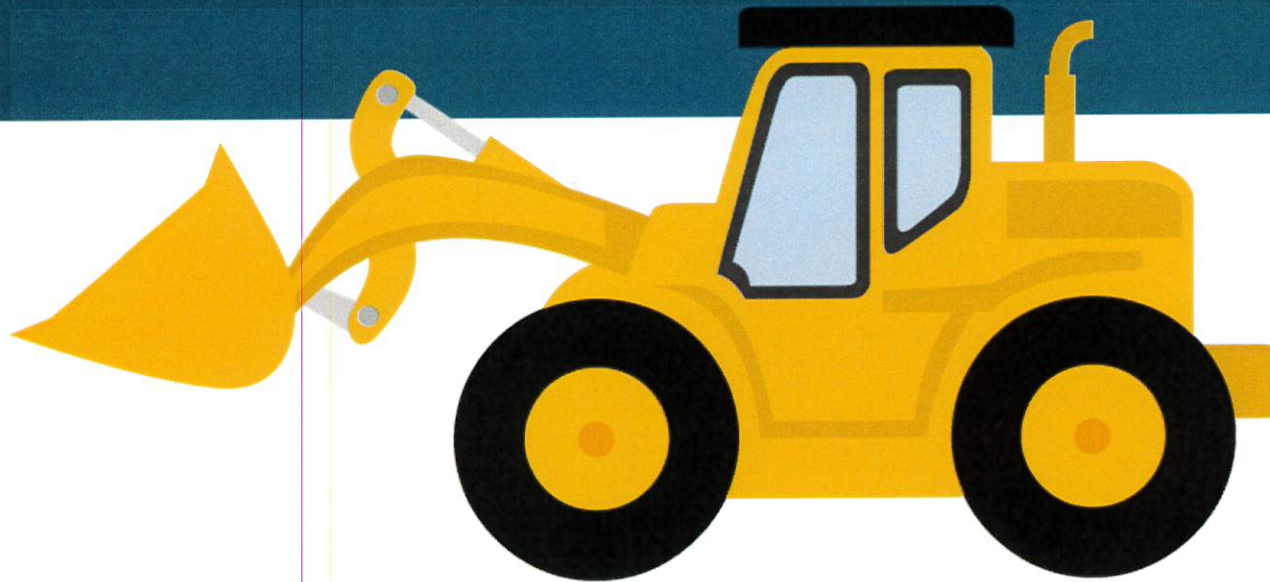
If the property owner wishes, they may appeal a Planning and Zoning Decision to the Governing Body (The City Commission.)

The Governing Body decision can then be appealed to the District Court.

Step 5: Abate the Nuisance

During a hearing, a decision will be made by the Hearing Examiner on how the property will be brought into compliance.

Property owners may wish to hire a contractor they already know, contractors may wish to approach the property owner with an offer on cleaning the property, etc.



Step 6: Indemnification

If an abatement is performed by the City, an invoice of all costs incurred by the City or other amounts or fines (such as appeal fees) shall be sent to the respondent and a Municipal Lien will be filed in accordance to NMSA 1978 § 3-36-1. This will allow the City to seek Tax Sale Relief or Foreclose on the property.



WHY DOES THIS PROCESS WORK

✓ Expedited Process

Though there is paperwork, there is less of a chance for the paperwork to sit on a desk. The process can continue during the time specified by the notices, not get held up.

✓ Allows the Public to Help

Because the hearings for this process are public, contractors can plan to go to them and attempt to work with property owners.

✓ Follow Through

With this process, people that receive notice know that there will be follow through with the process. They understand that we won't go away.

✓ Allows the Public to be Heard

Because we are posting bright signs advising everyone of violations on a property, the public feels like their complaints actually matter, because they do. They allow the public to see the process progress.

✓ Helps small businesses in the community

Contractors will most likely be contacted by respondents wishing to come into compliance or members of the public who wish to stay in compliance.

BUDGET

Where does the money come from?

The Town of Edgewood passed Resolution 2023-09 which established a revolving Nuisance Abatement Fund by re-allocating the funds received from the Cannabis Excise Tax (About \$8,000 a month). The resolution also has a sunset clause, causing it to go away and allow it to sustain itself with the fees. Funds received via Municipal Liens, appeal fees or other means throughout the process will also be returned to the Nuisance Abatement Fund.

Currently the City of Truth or Consequences has a Cannabis Excise Tax that receives similar amounts that is put into the General Fund. With a resolution similar to 2023-09, the funds needed to clean nuisance properties is consistently available and builds back up quickly.

A PROACTIVE APPROACH

The Town of Edgewood also has a few ways they help prevent violations from occurring in the first place.

1. Vacant Structure or Foreclosed Property Registration

Property owners of Vacant Structures or Foreclosed properties shall register the property by providing names and addresses of any and all owners or interest holders known to the party, a description of the premises, contact information for property owner(s).

RESULTS OF THE PROCESS

Since implementing this process in 2023, the Town of Edgewood has abated 33 nuisance properties.

Edgewood's approach to nuisance properties has driven many New Mexican Counties and Municipalities to follow their lead. The City of Santa Fe, Santa Fe County and the City of Albuquerque have all started implementing similar processes.

Within the Town of Edgewood, residents applaud the Town Commission and Code Enforcement for handling the nuisances in a timely manner. Because properties are being cleaned and property owners are being held accountable, other residents have begun cleaning their yards proactively before they reach the point of non-compliance.

WHAT ELSE?



Community Outreach

Problem properties will be listed on the City of Truth or Consequences website and Code Enforcement will speak at regular Commission Meetings on current issues.



Online Based Reporting

An online reporting form will be available for residents to file complaints 24-hours a day, seven days a week.



Educate

Newsletters and media publications are created to educate residents on violations and how to prevent them.

A dark, grainy photograph of a street scene. In the foreground, there is a paved road. In the background, there are trees and some buildings, possibly in a developing area. A blue rectangular overlay is positioned on the left side of the image, containing the word "QUESTIONS?" in white, bold, sans-serif capital letters. A thin yellow horizontal line is located directly beneath the text.

QUESTIONS?

Tammy Gardner
Former City Manager Executive Assistant

I am a lifelong resident of Sierra County and former employee of the City of Truth or Consequences. Don't mistake my appearing in front of you today as just another disgruntled former employee but rather a concerned and wronged former employee that would like to believe there is better for the many employees that I have had the privilege of working with and calling some a friend.

I worked for the city a total of 7 ½ years 4 ½ of which was spent in the city manager's office. I worked very well with the previous city manager's and would even go so far as to say I enjoyed going to my job. But that soon changed when City Manager Gonzales came aboard. In all my years of working in long term jobs I have never dealt with such an unprofessional/discriminatory/hostile work environment. The toxicity that stems from the manager's office is absolutely disgusting. And where I might be far from a perfect employee, I can confidently say I did my job(s) to the absolute best of my abilities and went above and beyond most days and that has been reflected many times through the years, just check my file.

It is unfortunate that employees have no one to go to for help in situations that include upper management as HR is clearly not there for the employees. I have seen this firsthand as I had an experience at the start of Manager Gonzales' reign where I was put into a situation where Manager Gonzales thought it was necessary to make derogatory comments regarding an employee's mental health. I did not feel this was appropriate or necessary in any situation therefore I went to HR and filed a complaint. Shortly after because of a breach of confidentiality I began being retaliated against by Manager Gonzales by her refusing to acknowledge me when she would arrive to work, but pop into Traci's office to say hi and hurry and go smoke so they can talk and now the famous last words are "and if that gets out I'll own it." Just recently Manager Gonzales came into my office to inform me sorry if she is a BITCH in advance, but she will be until McAdoo gets paved although her and the commission paid the contractors thousands of dollars to hold it off. I in no way should get the

short end of that stick. On multiple occasions in our group texts of running late and what not I was lucky to get anything other than ok where Traci would get the good morning no worries or no problem etc. etc. But being my personality, I continued with the smiles and good mornings on deaf ears. On another occasion when Manager Gonzales needed to make a phone call, she was told by Asst. Manager Alvarez she should probably take that outside and I was the only one in the office as she was going to smoke. I tried going to the commission for help only to be told that in my position I would hear things that should never leave the room, and they will not do anything to her as they don't want to go through the process of hiring and training a new city manager. That worked out well. I went on to experience many more incidences to include being reprimanded for not being at my desk at all times only to be asked an hour later to go pick up their personal lunch. It is also no surprise that I would be sent on multiple drink runs daily in my personal vehicle as well. I have been subjected to countless uncomfortable situations as for the most part I am a non-confrontational person to include when they would speak poorly about employees/departments/citizens and yes even you commissioners. One example is when a commissioner reached out to see how our community could help the awful fires in Ruidoso that they should mind their own business we have our own problems. Which is no surprise or fault other than poor management.

It's disappointing to know none of us are valuable to them except the few special departments, but more and more unrealistic expectations are only set for some without compensation. Seems that the less you do the more you're paid. I don't see how anyone can flourish and do their jobs to their fullest potentials when you're constantly worried about getting reprimanded for petty immature things daily. For example, being expected to be at your desk at all times to answer every call, the door, get up when summoned to the conference room for water/candy/printed documents they can't be bothered to get up and get rather than go to the door and instruct me to and heaven forbid I don't hear it go off/lunch/drink runs/and most importantly our jobs because "we all wear multiple hats" and with little to no reward because after all I have heard some employees be compared to McDonalds workers.

Here is some information leading to me coming before you today.

I was out of the office for illness and the birth of my first grandchild September 30th through October 4th only to be faced with a text with a snarky comment and requiring a Dr's note, which I am happy to, but it's sad not every employee is asked to. To then see an email where apparently Assistant Manager Alvarez is having a hard time keeping up with her job as I am out all week, although I am not under her unless the City Manager is out which is often. Upon my return I emailed Manager Gonzales requesting leave donations and was denied without reason. I then proceeded to go to HR and submit my resignation because, apparently your management is willing to lose a tenured employee over 31 hours. Sad right? Therefore, I will not apologize for my abrupt departure as I refuse to work in tyranny.

I would now like tell you a little about my hat(s) on top of all above mentioned.

All City Manager Office duties

Additional Administrative duties

- **Lodger's Tax Grant processes and meetings**
- **Subrecipient Grant processes**
- **Organize travel for commissioners, my office as well as many others.**
- **Request and submit Sharp printer readings monthly.**
- **Train new employees for other departments because the City Manager's Office doesn't want the toxicity to poison them before they start.**
- **Accounts Payable runs**
- **Chief Procurement Officer duties (approve and process requisitions)**

Planning & Zoning

- **Help all customers that come into the office for information regarding permitting, forms, addressing, zoning, and all other pertaining.**
- **Help and/or assist customers in preparing all their correct documentation for review.**
- **Prepare and organize hard and digital files for planning applicants.**
- **Request and send out certified mailings for the planning and zoning meeting public hearings.**
- **iWorQ management**
 - **Business Licenses (print, execute, submit and email)**
 - **Well permits.**
 - **Solar Permits.**
 - **Trainings suggested by Assistant Manager Alvarez**
- **Answer phone as is forwarded to my line most days, check and return messages.**
- **Administrator of the city's SAM account.**
- **Enter beginning of the FY requisitions and close those needed at the end.**
- **Process miscellaneous requisitions and payment vouchers.**
- **Email vendors for quotes and invoices.**

Airport

- **Enter beginning of the FY requisitions and close those needed at the end.**
- **Process miscellaneous requisitions and payment vouchers.**

Golf Course

- **I navigated all state guidelines to re-activate the city's governmental liquor license, because employees don't want their record exposed.**
 - **Contact the state and learn processes and what forms.**
 - **Be fingerprinted in order to be the officer for the license and submit all required documentation.**
 - **Prepare all documents needed to assign a resident agent and submit to the state.**

- **Annual renewal.**

All other departments as instructed.

- **Email vendors for quotes, invoices, new vendor information etc.**
- **Process miscellaneous requisitions and payment vouchers.**

POI

- **Administrate and post to Facebook 24/7 as needed via personal phone and computer.**



Water and Wastewater update

October 2024

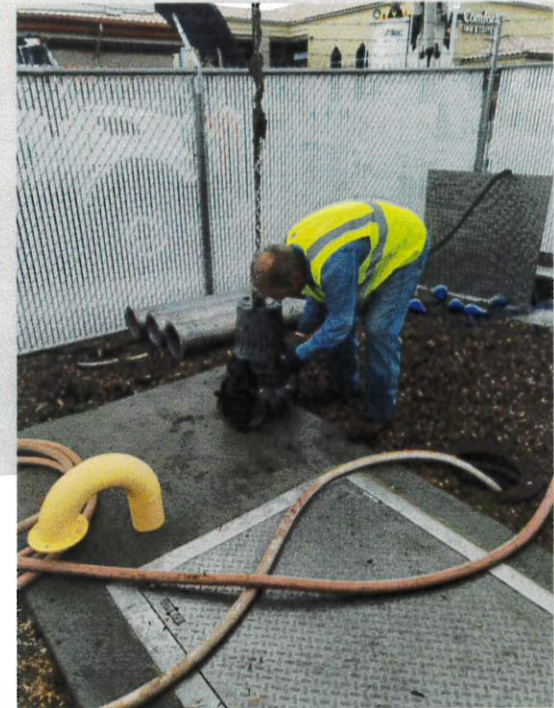
Water Leaks

- Water leaks are at a current low of 28 as of October 4th 2024.
- Crews were able to complete 45 leaks in the month of September.
- Leaks repaired so far in the month of October is 11. There are 28 to be fixed in the next 3 weeks.
- Crew has been able to catch up on leaks as water demand has slowed. Less demand equals less stress on the system equals less leaks.



Wastewater

- Reuse pumps - We have been able to get one of the reuse pumps back online in manual mode. We are able to pump water to the golf course manually as needed. The second pump is scheduled to be removed and sent off for repairs.
- Headworks pump #2 - This pump went offline last week, we had it checked and the electrical motor is no longer functional. Pump has been sent to El Paso for repair.
- 24 hr Sampler - This sampler unit has been giving us trouble. The unit is over ten years old. We are currently soliciting quoted to replace this unit..





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: F.2

SUBJECT: City Commission Regular Minutes, October 23, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 8, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-13-24

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, OCTOBER 23, 2024

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
OJ Hechler, Community Services Director

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation. Although we have problems in the community and although they are important to us, they are not nearly as catastrophic as some things that happened in Ruidoso earlier this year and in Roswell with all of the flooding. We are very fortunate. He asked that we keep them in our thoughts and prayers.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PUBLIC COMMENT (3 Minute Rule Applies):

Ron Pacourek addressed the Commission with comments related to flooding. Complete copy attached hereto and made a part hereof.

Suzanne Carlstedt addressed the Commission with comments related to:

- I wanted to share with the public the letter I wrote to the commissioners. I questioned having a public hearing for Ordinance 766, the solid waste ordinance. Calling a fee for disabled residents an application fee, rather than an administrative fee in my opinion does not change the level of compliance with the Americans with Disabilities Act. Many disabilities are a lifetime in nature. Having had two relatives with chronic progressive multiple sclerosis, I can tell you they don't get better with time they get worse. In the case of my sister, trying to get her poly cart to the curb and back was a significant factor in forcing her out of her home in Indiana and into an assisted living facility. The small service to disabled residence which I'm glad we have restored to the ordinance does make a difference in people's lives. The Post Office delivers mail to residents' doors if they apply and qualify, and that's 6 days a week. I don't hear them complaining.

Jon Hendry addressed the Commission with comments related to:

- I run the movie theatre. We try to be open all of the time. The distributors don't necessarily help us. Other municipalities try to support their movie theatres. I would like your support, and I have a suggestion. We charge \$8 for seniors and kids and if you are bringing in a family of 4 then it's around \$12. In Cruces it would be expensive. I ask that the city include us in their advertising mix. If you look at the shows that we've got, they are pretty new.

Steven Green addressed the Commission with comments related to:

- At the last commission meeting on Ordinance 766, Section 11 14-2 Exempt Service Collection, all voted to impose an application fee change from an administrative fee for services. You can try to camouflage it any way you want. We were told that it is not about the money. As you spent almost five minutes to come up with a \$25 fee, which is illegal. Read the ADA rules. As \$25 would stop anyone who wanted to gain the system. I applaud your support of staff, but it should be done only when it is appropriate and doesn't put the city in legal jeopardy. I brought up the ADA rules last month and has anyone reached out to me. The states Attorney General's Office's opinion on this attempted loop around the law, you wouldn't be hearing me up here again. I believe you were forced to choose to support staff or the public, and in this instance, you chose the law. One of the values of our community is a friendly helping hand. Any sanitation director or driver is not a doctor, and a recommendation from a legitimate doctor should be your guide. Why at someone's most vulnerable time of their lives do you want to put them through hoops because someone maybe gaining the system one out of a bad apple of 22. Instead of making it hard for the disabled, you should be bending over backwards to make it easier. Surely the department can dissolve 20 minutes a day for this service. Personally, I'm disappointed that this commission saw fit to

play word games to try to circumvent the law. You have placed the city in a precarious position when you knowingly created it in your legal document. This is not who you are, or what you should stand for. Get rid of the fee and put down one hundred dollars if someone is found guilty of a fraudulent application. Thank you.

George Henson addressed the Commission with comments related to:

- 731 Wynona long time resident I am here to make statements about all this stuff you talked about so far. I overheard a five-year old's mother saying they had been removed from their house foreclosed for a four-thousand-dollar sanitation fee. Its disturbing because I've been put through a PTSD issue with your code game. I had to file another TORT claim on defamation situation because of last month's city council meeting. I have a picture of an upsetting situation at my house as my cover.

Gordon Edelheit addressed the Commission with comments related to:

- Two specific things, the flooding the issues we already have are on Broadway. I have been working diligently with the mayor on alternatives. I mentioned to the engineering we need to look at lift stations and we need to get the water to this little thing called the Rio Grande River We do have a flooding issue not up on the hills but down on the street if you have a business on Broadway. I do not have business on Broadway. It's so important that we find reverted funds certainly not to interrupt anything going on right now. We have done things over and over. Projects have been done over and over. the public doesn't have oversight in that. I am happy to end this die or try and will continue to support anything I can do to raise funds at State and federal level so we can live with this flooding. It's already happening. Danger of sandbags. I almost went through a plate glass window everybody knows that. We need to take action. The second thing I want to talk about, our community is not guided by the T or C Brewery, and it is not the only gathering spot. We are very lucky to have the movie theater. We are lucky to have a theater that does a great deal for this community besides movies. Beneficial to look at that as a city standpoint to let the city have gatherings there as well. I hope the funding is more 500 a year at 10 a week to put an ad up. Thank you.

D. REPORTS:

Assistant City Manager Alvarez reported the following:

- I was going to bring in our Solid Waste Director Andy Alvarez down, so he can introduce his new employee.

Andy Alvarez, Sanitation Director:

This is Wyatt Graves, Our Fleet Maintenance Manager. He's going to do well for the City of T or C.

Assistant City Manager Alvarez reported the following:

- I know that the Commission may be interested to hear as well as the public, about out funding for our water trust board funding that we were awarded \$16 million, and as well as the \$4.4 million from Colonias on water shovel ready

projects, and the \$305,000 awarded by Colonias for our bar screen. NMFA is working on those grant loan agreements and the commission should be seeing those at the November and December meetings. We are getting closer to being able to access those funds.

- I received the quotes for the appraisals and surveys up at the Municipal Court. We would be looking at approximately \$2,500 for the survey portion, and we would need to survey out the courthouse as well as part of the parking lot because it is all encompassed as one big parcel. We would need to define the legal description for it. The appraisals would be for a market value for sale of \$3,200 and it would also be right around \$3,200 for a market rent appraisal, and if we did both appraisals, there would be a 7.5% discount from that. I don't know if the commission would like for me to bring this back in a formal action if there is any formal direction that you want me to proceed with.

Mayor Pro-Tem Forrister: Is the courthouse in that area part of the masterplan that we did for incorporating all of this area as a multi-use facility.

Assistant City Manager Alvarez reported the following: Correct. It was a conceptual plan where we were looking at the multi-generational facility. That was just kind of a conceptual drawing. There was no formal plan, and we didn't procure any services.

Commissioner Fahl: I was thinking that it would be good to have both information so we could make a formal decision on how to move forward. I would like to see that in the next packet.

Mayor Hechler: The discussion I would like to hear when we talk is if we want to keep this property for the future and use it as a rental opportunity, because I think we have a potential buy right now, and if that is the case then after our discussion we may want to decide to see what the value of it is if we just rented it out.

City Commission Reports:

Commissioner Fahl had no reports.

Commissioner Hoeppner had no reports.

Commissioner Mitchell reported the following:

- Events around town regarding Halloween. Dessert Ultra is happening this Saturday, Downtown at Rotary Park and sign-ups are online. Foxworth has a Trunk or Treat on Saturday at 1pm. The Appletree Harvest Fest is at 3pm. The State Park Trunk or Treat is at 5pm. The Trick or Treating on Mainstreet is going to be on Halloween from 6-7 pm at the Healing Waters Plaza. The Sierra County Business Center is having a dinner/dance fundraiser featuring Southern Blend on November 1st at the VFW at the lake. Tickets are available at the Chamber of Commerce, from myself, or Melanie Feldkamp. It includes dinner and a dance

and I think it's \$25 a person. We are raising money for the youth trade school program which we are launching here in Sierra County.

Mayor Pro-Tem Forrister reported the following:

- Congratulations to Mile Marker 7 and Rebel Roadrunner for winning the Show of Hands Competition to expand their business.
- Congratulations to the volleyball team on their 1st district win, and hopefully the 1st of many.
- I wanted to congratulate Merry Jo's son and daughter in law, Dick and Amy Lanford. They won their 2024 Leopold Conservation award. Dick is a 6th generational rancher, and they really work on the wildlife conservation side on their ranch too.
- I checked in with the Post Office, thanks for bringing that up. I do not know where we are on the fee schedule, but the Post Office said that no one else could be living there. They cannot have a caregiver. The doctor's note has to specifically state that they are unable to make it to the curb with a poly cart. I am willing to waive the \$25 fee if they can provide a doctor's note stating that they cannot physically do that and no one else is living there, and there is no caregiver. I do not know where we are with that.

Mayor Hechler reported the following:

- On October 10th we had a very special lunch for boards and members. Everyone was in attendance, and it was really great to see everyone. We got to talk and meet each other. I want to really thank our commission who prepared our food. It was long overdue.
- On October 11th, there was a meeting at the Albert Lions Center where all the local communities met to talk about what their needs are. This is what I call the small money. This is not the big infrastructure money that we will have later on for Water and Wastewater, and things of that nature. Rather than the items we ask for, this particular session is to develop and plan for a lift station instead of the vacuum system we have now. It will hold all the houses on Riverside Street, on 3rd Street, plus all the houses on the outdated system. We asked for \$400 thousand dollars to fund the study for that and figure out what we need to do for that and upgrade that system. We asked for an additional \$500 thousand dollars for our Animal Shelter to upgrade the building and system. We are going to spend about \$2 million dollars on Foch Street in the next year or two to fix it up. We asked for \$500 thousand dollars to renovate the Police Department. As you already know, we own the PNC bank building, and the additional money will go toward finishing it up and getting it fully occupied sooner than later.

City Attorney Rubin reported the following:

- I want to thank Mr. Green for bringing concerns to the commissions. Helpful by mentioning. I knew the ADA was going to be a legal issue, I read the text of the ADA including the part of the provisions. I did research on my own, and I actually looked at some of the cases. I called John Appel who is our co council in Santa Fe. Mr. Appel has had experience with dealing with the ADA issues. I figured he

would be a good person to talk with. We sat down and went through the text of the ADA and recommendations were given.

E. PUBLIC HEARINGS (5 Minute Rule Applies)

- 1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 769 Authorizing the Issuance of The City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2024B, In the Principal Amount of One Million Sixty-Five Thousand Nine Hundred Eighty-three Dollars and Thirty-Six cents (\$1,065,983.36) for the purpose of Predevelopment Financing.**

Chris Muirhead, Modrall Sperling: This is an additional step on the two different USDA projects that you have going on. You had the one from 2021. If you recall, recently we did the construction loan for \$4.8 million. That is for about \$5 million of new lines and valves and such. That is through Bank of the Southwest with a 3 year term at 5.5%. When that is fully done, USDA will refinance that at 1.375% over 40 years. That is a pledge of your system revenues. This one is the most recent letter of conditions which is from July of this year which is a mix of the \$2.673 million loan, but importantly it is a \$7.2 million grant. This amount is a portion of the \$2.673 for the pre-development financing and water system improvements phase 2 through the Bank of the Southwest also at 5% for 24 months. The interest accrues based on what you draw down and when you draw it down. Then it would be paid off through a subsequent financing at that point. When the USDA ultimately buys the city's bonds and does that when this is done, it will be at 2.125%. This ordinance is consistent with what you have seen before. This is just a pledge of your net system water revenues. There is no general obligation, and no gross receipts tax. Ultimately it would be over 40 years. This interim is for 2 years with the Bank of the Southwest. It is that limited pledge and it is consistent with what you have done. You have multiple debt, and it was referenced by Traci earlier that you have some additional Colonias grants and other things coming in. I think we will be on a subordinate level to these loans, and that's important because then the lender is taking you back a position, and it doesn't impact your ability to meet your covenants about how much revenue you need to keep all of your parody debt serviced. This is an interim loan for some pre-development cost of \$1,065,983.36. The improvement areas are listed in the agenda packet.

Mayor Hechler opened the public hearing.

Opponents:

There were no opponents.

Proponents:

There were no proponents.

Mayor Hechler closed the public hearing.

Commissioner Fahl moved to approve the Final Adoption of Ordinance No. 769 Authorizing the Issuance of The City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2024B, In the Principal Amount of One Million Sixty-Five Thousand Nine Hundred Eighty-three Dollars and Thirty-Six cents (\$1,065,983.36) For the Purpose of Predevelopment Financing. Mayor Pro-Tem Forrister and Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 18 24/25 Budget Adjustment Request.

Assistant City Manager Alvarez reviewed Resolution No. 18 24/25 Budget Adjustment Request.

Mayor Pro-Tem Forrister moved to approve Resolution No. 18 24/25 Budget Adjustment Request. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 19 24/25 Budget Adjustment Request.

Assistant City Manager Alvarez reviewed Resolution No. 19 24/25 Budget Adjustment Request.

Commissioner Fahl moved to approve Resolution No. 19 24/25 Budget Adjustment Request. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 20 24/25 for the Sale of Surplus Property to be sold at the November 16, 2024, Willard Hall Auction.

City Clerk Torres: The city has some surplus property that they would like to sell in the upcoming November 16, 2024 Willard Hall Auction. The items up for sale are electric poles, a 1987 John Deer Backhoe and a 2013 Chevy impala. If approved the items will be advertised as noted in the resolution.

Commissioner Fahl moved to approve Resolution No. 20 24/25 for the Sale of Surplus Property to be sold at the November 16, 2024, Willard Hall Auction. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. NEW BUSINESS

1. Discussion/Action: Film Report and Film Liaison Appointment.

Cary “Jagger” Gustin gave a Film Report and requested his re-appointment to continue to serve as the film liaison. (Copy attached hereto and made a part hereof).

Commissioner Fahl: Jagger and I were talking before the meeting started. All of us appreciate everything that you’ve done for us Jagger. All these years of service have been incredible. Jagger has served for 31 years, and I’ve served on so many boards for years and years, so I think that we need to continue to use Jagger and his expertise, but I think it would be nice to get his some assistance. As we are at this age and we have built these programs, and we are really proud of what we’ve accomplished. It’s really hard to just say okay I’m at that age where I just want to walk away because then what you’ve built, and your legacy goes with it and we don’t want that to happen. What I was suggesting was that he find somebody for him to mentor. An intern of some kind so in this two-year period for this appointment, then you’ve found the person that can move forward what you’ve accomplished so you can have somebody in there that knows what you’ve accomplished and won’t take away everything that you’ve done.

Cary “Jagger” Gustin: I would be happy to do that.

Commissioner Mitchell: I have a bunch of students that are interested in film and they would never be able to do the kind of job that your job requires, but they can help and they can learn.

Mayor Hechler: We have a bio here from Nani Rivera. She is very well accomplished, and she’s done a lot of things in New Mexico with film so she may be someone to consider.

Commissioner Fahl moved to reappoint Cary “Jagger” Gustin to continue to serve as the Film Liaison for another 2 year term and hopefully choose an intern to help assist him. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.

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

Motion carried 4-0 with 1 abstention.

2. Discussion/Action: Approval of the Louis Armijo Sports Complex Master Plan.

OJ Hechler, Community Services Director: As you all know, we have been working on a masterplan for the ballfields. The parks system has given a lot of attention to Ralph Edwards Park. We are expanding that to the Louis Armijo Sports Complex and Family Park. We will be finishing one project to start the other, then we will be going across town to finish up other park projects. We have been working on this for 6 months, and we have had 2 public meetings. I want to thank the little leagues for coming out to these meetings. This project is funded by the Regional Recreational Center Quality of Life funding. The goal is to improve the quality of life for New Mexican residents, creating new experience or existing experience through recreational facilities. The masterplan scope is to evaluate the existing condition of the sports complex, including the playground area at Family Park, and also the Rodeo Arena. This will also help with economic development. Once the masterplan is complete, this will be your planning tool for the city to fight for funding. This is the overview of the sight plan. You can enter the park with all 4 adjacent streets and the main complex is still in the central area. We do have crosswalks in between all of these streets. The main entrance off of Broadway will bring you into the drop off area and main concession area with restroom areas. There will be 3 stalls for women and 2 stalls for men, and a potential storage area and there will be paved pathways for pedestrians. At the Rodeo area, we will have a connected area and plenty of parking. We are also including a central plaza area in front of the Rodeo Arena, and it could be a second concession there for events. Going into the phases plan, and more phases for cost and construction. Phase 1 is the ballfield with the flex field, soccer field, and parking around facilities and access roads. Phase 1 A includes the two baseball fields as well as the pedestrian connection and parking that adjoins the two fields. Phase 2 will be the entire parking area and the plaza area. The final phase would be the pickleball courts, and the cost estimate for the construction.

Commissioner Fahl moved to approve the Louis Armijo Sports Complex Master Plan. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Summary Plat Amendment at 601 E. Third/217 N. Maple.

Assistant City Manager Alvarez: The applicant is requesting to split his property into two lots. This is where the laundry mat on 3rd Street is at. He wants to separate the business lot from the residential lot. It went to planning and zoning, and they recommended approval to the City Commission. We had no proponents or opponents.

Mayor Pro-Tem Forrister moved to approve the Summary Plat Amendment at 601 E. Third/217 N. Maple. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Vacation of Plats to Vacate a 20' alley situated in Section 34, Township 13 South, Range 4 West, N.M.P.M., within Block 1, Smith Terrace as per Sec. 15-18 (Vacation of Plats).

Assistant City Manager Alvarez: In the packet, there is a zoomed in plot line area. They own both parcels of property on both sides of the designated alleyway. The alleyway will not ever be developed into an alley. The place where they want to build their house has a great view. Vacating the alley between the 4 or 5 parcels that they own is no concern on the city side. The planning and zoning board recommended approval to the city commission. There were no opponents or proponents.

Mayor Pro-Tem Forrister moved to approve the Vacation of Plats to Vacate a 20' alley situated in Section 34, Township 13 South, Range 4 West, N.M.P.M., within Block 1, Smith Terrace as per Sec. 15-18 (Vacation of Plats). Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Agreement Between Owner (City of T or C) and Engineer (Wilson & Co) for Professional Services for the Water System Performance Improvements Phase 2 (WSPI 2).

Assistant City Manager Alvarez: This is a standard USDA agreement that we have entered into with any engineering firm with the USDA project. This one is specific to Wilson & Company. It was procured via our on call procurement agreements that we have. This will be for them to do the design for the WSPI 2 project which is the same funding source that you are heard from Chris Muirhead.

Commissioner Mitchell moved to approve the Agreement Between Owner (City of T or C) and Engineer (Wilson & Co) for Professional Services for the Water System Performance Improvements Phase 2 (WSPI 2). Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Proposed Service Agreement between the Truth or Consequences Municipal School District and the Truth or Consequences Police Department.

Assistant City Manager Alvarez: Just a renewal of an agreement with the Tor C Schools resource officer and the chief of police request for the commission to approve the agreement since there had been no changes to the agreement. Its still for 12 months and the same fees.

Mayor Pro-Tem Forrister moved to approve the Proposed Service Agreement between the Truth or Consequences Municipal School District and the Truth or Consequences Police Department. Commissioner Fahl and Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

Assistant City Manager Alvarez reviewed the Purchase Requisitions over \$20,000 provided in the packet. Improve the auto and visual technology for the commission chambers.

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

8. Discussion/Action: Re-appointment of Planning & Zoning Commission Member Chris Sisney.

City Clerk Torres: Chris Sisney is a current member of the Planning & Zoning Commission. His term expires at the end of this month, and he wishes to serve another 2 year term on the board.

Mayor Pro-Tem Forrister moved to approve the Re-appointment of Planning & Zoning Commission Member Chris Sisney. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Re-appointment of Planning & Zoning Commission Member Esther Luchini.

City Clerk Torres: Esther Luchini is a current member of the Planning & Zoning Commission. Her term expires at the end of this month, and she wishes to serve another 2 year term on the board.

Mayor Pro-Tem Forrister moved to approve the Re-appointment of Planning & Zoning Commission Member Esther Luchini. Commissioner Mitchell Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Re-appointment of Planning & Zoning Commission Member Susan Buhler.

City Clerk Torres: Susan Buhler is a current member of the Planning & Zoning Commission. Her term expires at the end of this month, and she wishes to serve another 2 year term on the board.

Mayor Pro-Tem Forrister moved to approve the Re-appointment of Planning & Zoning Commission Member Susan Buhler. Commissioner Hoeppe seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: Approval of the 2025 City Holiday Schedule.

City Clerk Torres: This is our annual holiday schedule to establish, designate, and declare legal holiday closures for 2025.

Commissioner Fahl moved to approve the 2025 City Holiday Schedule. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. EXECUTIVE SESSION:

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

Mayor Pro-Tem Forrister made a motion to go into executive session at 11:30 a.m. to discuss Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2). Commissioner Fahl seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 12:32 p.m.

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

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

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

Mayor Pro-Tem Forrister made a motion to have a special executive meeting on November 5, 2024, in the City Commission Chambers to discuss Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2). Commissioner Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

J. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 12:35 p.m.

Passed and Approved this 13th day of November, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

Flooding in T or C

I'm concerned about our community being flooded.

When the golf course get flooded it runs through Perishing st down next to River Bend spa.

Las Vegas got flooded this year and they have the Gallinas river running through their community.

Roswell got about 6 inches of rain and was flooded; they have the Rio Hondo river running through their community.

Whats to say T or C couldn't be flooded with maybe a couple of inches of rain or more. I read in the paper about concern of Williamsburg being flooded and over flowing of the arroyos in Sierra County.

I did not hear anything concerns about the Rio Grande river.

Is there any operational procedure in place if we get a real good rain; and if the Rio Granda is running does the city have any say over the DAM?

There is no restrains for Mescal canyon to slow the water flow. Is there any plans in the future to do something about Mescal canyon? What about Cuchillo Negro Creek?

Bureau of Reclamation talked about an action plan for a breach at Caballo dam.

Do we have an operational procedure from the Bureau of Reclamation in Salt Lake City? What does the flood Commission of Sierra County have to say about any of these scenario?

Ron Pacourek

Date: Oct 17, 2024

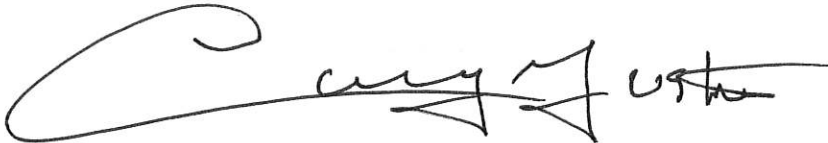
Honorable Mayor Rolf Hechler
City Hall 505 Sims Street
Truth or Consequences, NM 87901

RE: Film Report and Reappointment

Dear Mayor Hechler:

I am requesting approximately 10 minutes of your Agenda time
For your Commission meeting of: Oct 23, 2024 Allowing me
to give your Commission a film report on the recent A-24 Film
"Eddington" that worked here March, April and May 2024.
In addition I will request your Commission to reappoint me to the
next 2 year term for Film Liaison's to The New Mexico Film
Office as I wish to continue my service to the City of Truth or
Consequences in this regard.

Thank you in advance for your consideration of my request.

A handwritten signature in black ink, appearing to read "Cary 'Jagger' Gustin". The signature is stylized with a large, sweeping initial "C" and a long horizontal line extending to the right.

Sincerely Cary "Jagger" Gustin
Acting Film Liaison for the City of T or C to The
New Mexico Film Office

Film Report To: Toré City Commission Date: Oct 23, 2024
March 8th, 2024 wrapping on May 24th, 2024 Approx. 76 day shoot

Crew Spending: 155 people @ \$70 per day = 10,850 per day
X 76 days = \$824,600

30 vehicles Ford Passenger vans 12 with 30 gallon tanks filled
Say every 2 days 36 fill ups 12 vans X 36 = 432
423 X \$3.09 per gallon = \$1334.88

Hotel rooms are harder to estimate as the crew was spread out area wide: Downtown Historic District Properties, I-25 exit Properties
The old E B Resort Inn was rented entirely. Some of the top Talent stayed at Sierra Grande Lodge

--Our local Geronimo Springs Museum was paid \$27K for 3 days use of an outside courtyard.

1 building owner was paid \$25K monthly for 3 months \$75K

--If your business or shop was impacted you were compensated for lost sales.

--There were 8 separate location permits, that had to be reviewed and ok'd. Hats off to Angie Gonzales and Traci Alvarez, they helped me tremendously!!!!

--On March 20th, 2024 I had the honor of showing Tara Jaramillo From state government that days location shoot.

The rough estimate for funds spent locally is: 2 million, 234 thousand, 48 cents. Film crew and vehicle info is from

Ehrin Davis, Key Assistant Location Manager

--In June NMSU Board of regents in partnership with NM Economic Development Dept and NMSU's Arrow Head Center Announced plans to build a 36 thousand square foot sound Stage. This info is in your packet today. Soundstages are Large soundproof buildings used for sets or sets in series Productions that use the same location for extended periods.

I will now stand for questions and request that you appoint me for The next 2 year term. 2024 will mark 31 years to serve the city as Liaison to the NM Film Office.

Eddington, That's A Wrap

By Steve Mull
For The SENTINEL

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It's been an exciting time for the city of Truth or Consequences, as the major motion picture "Eddington" has been filming in and around the downtown area.

Many businesses have been transformed to reflect the fictional setting of Sevilla County offices and retail locations. Road closures, heavy equipment,

lights and cameras have sporadically populated the streets. Protests and gunfire could be heard on occasion.

Now, as filming is concluding this week, residents can expect the area to return to the normal routines of small town living. Location Manager John Lucas says that principal photography should end Friday, May 24. "...unless things happen and we have to add a day."

(WRAP' Continued On Page A4)



(SENTINEL Photo/Steve Mull)

WRAP---

(Continued From Page 1)

"Post-production will take time. The director and the editor

and all that good stuff. All that will definitely take some time."

"We will strategically pick a date to release the film. Sometimes the film will be done and but they'll keep it on

Fwd: NMSU Release: Planned soundstage announcement

1 message

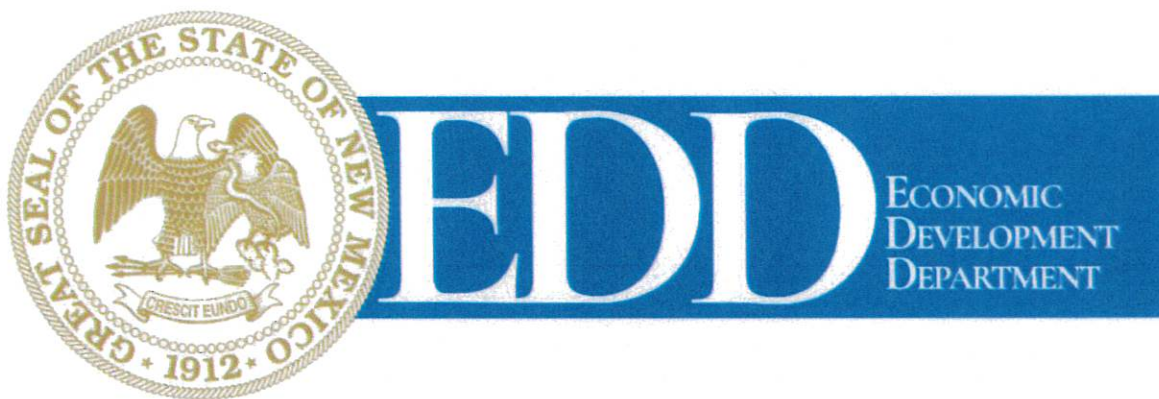
Tailor Man <tailorman53@yahoo.com>
To: copiesamj23@gmail.com

Mon, Sep 30, 2024 at 1:52 PM

Sent from my iPhone

Begin forwarded message:

From: New Mexico Economic Development Department <edd@newmexico.ccsend.com>
Date: August 7, 2024 at 4:36:45 PM MDT
To: tailorman53@yahoo.com
Subject: NMSU Release: Planned soundstage announcement
Reply-To: edd.info@state.nm.us



This is a reprinting of the [New Mexico State University press release](#) dated August 6, 2024.

NEWS RELEASE

Media Contact: Adriana M. Chávez
Senior Communications Specialist
adchavez@nmsu.edu
575-646-1957

WRITER: Adriana M. Chávez, 575-646-1957, adchavez@nmsu.edu
SOURCE: Wayne Savage, 575-646-2596, waynes@nmsu.edu

Reprinted by EDD on August 7, 2024

Planned soundstage at NMSU expected to significantly impact local, state economies

A planned \$15 million soundstage complex at New Mexico State University's Arrowhead Park is expected to attract film and television projects that will draw millions of dollars to the area and help

creative media students earn valuable experience.

In June, the NMSU Board of Regents unanimously approved an agreement between the New Mexico Economic Development Department (NMEDD), NMSU and Arrowhead Center Inc. to build the 36,400 square foot soundstage complex to be used for film and television productions. NMSU and DACC creative media students will also have opportunities for paid internships working on these productions, a key component of the project.

"This is a tremendous day for the film community in Las Cruces and southern New Mexico," said State Sen. Jeff Steinborn, president of Film Las Cruces and who led the effort to secure funding for the Las Cruces soundstage. "Creating a studio and soundstage in Las Cruces has long been a goal of Film Las Cruces and local filmmakers, and this new facility will add extremely valuable film production infrastructure to our region. Having been named by MovieMaker Magazine as a top city in America to live and work as a filmmaker, this is a significant step forward in Las Cruces ability to continue to support high quality film productions."

Soundstages are large, soundproofed buildings that provide an essential capability for films to create sets in sound- and lighting-controlled environments. They are commonly used for creating unique film sets, or sets in series productions that use the same filming location for extended time periods.

The project is funded by NMEDD as part of the statewide Media Arts Collective Initiative to grow the state's film industry. Once completed, NMSU will lease the soundstage to a company that will be responsible for operations and maintenance and will either film their own productions at the complex, or lease out the complex to other production companies, said Wayne Savage, executive director of Arrowhead Park.

The company operating the complex will be selected through a request for proposals process, or RFP, development of which has already begun. Savage said the hope is to have a company contracted by the time the complex is completed in January 2026.

"This soundstage complex at NMSU's Arrowhead Park is a game-changer for New Mexico's film industry," said Mateo Frazier, New Mexico Media Arts Collective acting executive director. "It bridges education and professional production, creating invaluable opportunities for our students while attracting major projects to southern New Mexico. This facility embodies our vision of a thriving film and media arts ecosystem that benefits our entire state. We're excited to work with NMSU, DACC, and our labor and industry partners to further establish New Mexico as a premier destination for film and television production."

Arrowhead Center Inc. will manage the development of the complex that will be located south of Doña Ana Community College's Creative Media Technology building at Arrowhead Park, and near the location of the proposed NMSU Creative Media Institute building. All three buildings will be among the components that form the Las Cruces Creative Campus envisioned by Kevin Boberg, Ph.D., Arrowhead Center's first director and CEO and former NMSU vice president for economic development who passed away in 2021.

"Dr. Boberg was a strong believer in this colocation idea to benefit students, research and industry," Savage said. "This will bring lots of opportunities for students when they graduate, as well as have a significant economic impact on the community."

Savage said the soundstage complex is expected to create 200 new, full-time jobs and help increase the local film crew base that regularly works on film and television productions in the area. The complex has the potential to attract a TV series that will spend between \$12 million to \$15 million over a six-month period for food, lodging and other services. A mid-sized film project has the potential to spend about \$4 million over two months.

"The soundstage will be a real game changer for southern New Mexico," said filmmaker Ross Marks, executive director of the Las Cruces International Film Festival and professor in NMSU's Creative Media Institute. "It will finally even the playing the field for us to attract film and television productions. It will

be a full-service stage with all the amenities needed to attract everything from big studio shows to small independent films. I personally look forward to using it for several of my future projects. I know our students will benefit from all the internship opportunities the new stage will provide.”

The agreement between NMSU, Arrowhead Center Inc. and NMEDD is for a total of 12 years, including the two-year development phase and a 10-year operations phase, after which NMSU can decide whether to continue with operation of the complex as a soundstage or convert it to serve other purposes.

Savage said the targeted groundbreaking date is sometime in the first quarter of 2025.

###

Photos and further information available on the original press release from the NMSU newsroom at <https://newsroom.nmsu.edu>.

EDD's mission is to improve the lives of New Mexico families by increasing economic opportunities and providing a place for businesses to thrive. EDD's programs contribute directly to this mission by training our workforce, providing infrastructure that supports business growth, and helping every community create a thriving economy.

New Mexico Economic Development Department
EDD.NewMexico.gov



New Mexico Economic Development Department | 1100 South St. Francis Dr Joseph M. Montoya
Building | Santa Fe, NM 87505-4147 US

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Film
New
Mexico」

nmfilm.com

*Christopher Nolan at Ghost Ranch, New Mexico.
Melinda Sue Gordon/Universal Pictures*



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: F.3

SUBJECT: City Commission Special Executive Minutes, November 5, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 8, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-13-24

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
TUESDAY, NOVEMBER 5, 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, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL

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

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

Also Present: Angie Gonzales, City Manager
Angela A. Torres, City Clerk-Treasurer

C. EXECUTIVE SESSION:

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

Mayor Pro-Tem Forrister moved to approve going into executive session at 9:05 A.m. to discuss Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2). Commissioner Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 11:15 a.m.

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

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

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

Commissioner Fahl made a motion to accept City Manager Gonzales' resignation for personal reasons. City Manager Gonzales agreed to stay until a new City Manager has been secured and in place. Mayor Pro-Tem Forrister seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

E. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 11:16 a.m.

Passed and Approved this 13th day of November, 2024

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: F.4

SUBJECT: October 2024 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: November 1, 2024

SUBMITTED BY: Silke Kapela, Accounts Payable

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for October 2024

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,350,388.13

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. N/A Ordinance No. N/A

Continued To: - Referred To: -

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

File Name: CC Agendas 11-13-2024

Accounts Payable Transfer Sheet - 2024 - 2025 FY
Post Date Ending: 10/2, 10/4, 10/7, 10/10, 10/18, 10/25

Fund	Fund Description	Fund Totals						GRAND TOTAL TRANSFERS	Fund Numbers
		10/2/2024	10/4/2024	10/7/2024	10/10/2024	10/18/2024	10/25/2024		
101	General		\$68,603.77	\$3,238.13	\$16,303.24	\$53,474.79	\$74,811.91	\$216,431.84	101
201	Local Government Corrections		\$2,640.00					\$2,640.00	201
209	State Fire		\$399.22		\$3,063.53	\$1,231.05	\$1,204.52	\$5,898.32	209
211	Law Enforcement Protection		\$4,763.06		\$3,701.96		\$7,876.43	\$16,341.45	211
214	Lodger's Tax				\$466.67	\$18,030.96		\$18,497.63	214
216	Street Renovation		\$22,453.23			\$12,756.08	\$7,820.51	\$43,029.82	216
217	Municipal Recreation							\$0.00	217
260	Fiscal Recovery Funds					\$3,077.42		\$3,077.42	260
294	State Library				\$29.76	\$165.92	\$586.59	\$782.27	294
295	Municipal Pool		\$3,245.30		\$40.10		\$199.05	\$3,484.45	295
296	PD-GRT Fund		\$210.93		\$2,662.20			\$2,873.13	296
298	PD-Donations							\$0.00	298
302	Electrical Construction							\$0.00	302
303	Veterans Memorial						\$236.38	\$236.38	303
304	SJOA - Grants					\$11,921.25		\$11,921.25	304
305	Capital Improvement General							\$0.00	305
306	Capital Improvement Joint Utility							\$0.00	306
307	Golf Course Improvements							\$0.00	307
308	USDA -Sweeper							\$0.00	308
309	USDA-Wastewater							\$0.00	309
310	R&R-Emergency							\$0.00	310
311	R&R-Sewer							\$0.00	311
312	R&R-Airport					\$60,297.24		\$60,297.24	312
313	R&R-Water							\$0.00	313
314	CDBG - Grant							\$0.00	314
315	CI Reserve- Non Capital Equipment					\$2,166.29		\$2,166.29	315
316	Emergency Reserve							\$0.00	316
320	USDA Water System Improvements							\$0.00	320
321	Water System Improvements							\$0.00	321
360	NMFA Projects							\$0.00	360
370	Water Trust Board Projects		\$28,929.37					\$28,929.37	370
380	Community Development							\$0.00	380
403	Pledge State Tax		\$27,079.02			\$5,407.79		\$32,486.81	403
501	Cemetery						\$871.34	\$871.34	501
502	Utility Office		\$2,665.52		\$474.04		\$16,854.16	\$19,993.72	502
503	Electric Dept		\$78,742.54		\$330,963.32	\$81,520.10	\$52,898.64	\$544,124.60	503
504	Water Dept		\$20,470.63		\$22,488.95	\$13,125.51	\$4,839.99	\$60,925.08	504
505	Solid Waste	\$1,371.60	\$69,058.98		\$4,516.80	\$5,339.92	\$53,353.93	\$133,641.23	505
506	WasteWater		\$14,018.53		\$14,333.70	\$9,505.72	\$9,370.60	\$47,228.55	506
507	Solid Waste Landfill/Collection							\$0.00	507
508	Golf Course		\$1,768.27		\$2,379.02	\$1,509.35	\$4,941.29	\$10,597.93	508
509	Municipal Airport		\$18,012.16		\$1,085.60		\$186.96	\$19,284.72	509
600	Internal Service Fund				\$59,355.72	\$198.34	\$5,073.23	\$64,627.29	600
	Grand Total-Accounts Payable	\$1,371.60	\$363,060.53	\$3,238.13	\$461,864.61	\$279,727.73	\$241,125.53	\$1,350,388.13	



Truth or Consequences

AP EOM REPORT

By Fund

Payment Dates 10/1/2024 - 10/31/2024

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
KATHRYN ELLIOTT DBA CIVILIT...	105	09/06/2024	GOVERNMENT RELATIONS	101-1000-43598	3,238.13
BANK OF AMERICA	02864	10/04/2024	CLEANING SUPPLIES	101-1006-44607	245.95
SIERRA VISTA HOSPITAL / SIER...	08/31/24	10/04/2024	GRT DISTRIBUTION FY 2024 - ...	101-1017-48599	43,434.32
BANK OF AMERICA	09112024	10/04/2024	LODGING FOR NMLZO MEET. ...	101-1008-42720	334.94
TIMBER FRANCKE	09302024	10/04/2024	DEPOSIT REFUND RAPLH EDW...	101-1099-34348	125.00
DAVID M LANG	09302024	10/04/2024	DEPOSIT REFUND CIVIC CENT...	101-1099-34348	250.00
MIKE TORRES DBA CD TECHN...	1031	10/04/2024	IT SERVICE GENERAL FUND OP...	101-1018-48598	7,389.68
TURTLEBACK PEST CONTROL I...	103155	10/04/2024	TURTLEBACK PEST CONTROL S...	101-1014-43403	1,074.00
BANK OF AMERICA	10402250219	10/04/2024	NM OUTDOOR ECONOMIC CO...	101-1009-42720	167.24
BANK OF AMERICA	10402250219	10/04/2024	NM OUTDOOR ECONOMIC C...	101-1013-42720	167.24
AMAZON CAPITAL SERVICES I...	16H1-4DQY-3JWV	10/04/2024	REAR STEP BUMPER FOR 2018...	101-1009-47420	265.99
NEW MEXICO GAS COMPANY ...	25SEPT2024	10/04/2024	GENERAL OPEN PO FY24/25	101-1018-43780	433.59
NEW MEXICO GAS COMPANY ...	25SEPT2024	10/04/2024	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	39.55
NEW MEXICO GAS COMPANY ...	25SEPT2024	10/04/2024	NM WORKFORCE CONNECTI...	101-1018-43780	31.96
THE LINE LLC	2757	10/04/2024	UNIFORMS & EQUIPMENT FO...	101-1008-42620	671.84
THE LINE LLC	2757	10/04/2024	UNIFORMS & EQUIPMENT FO...	101-1008-44615	671.84
SIERRA COUNTY SENTINEL	3015	10/04/2024	TRESPASS ORDERS	101-1007-43740	396.11
JESSICA MULLER DBA FREED...	4125037	10/04/2024	WINDSHIELD	101-1007-47420	335.00
TRANS UNION RISK & ALTERN...	485949-202409-1	10/04/2024	TLO SERVICES FOR PD FOR FY ...	101-1007-43815	118.00
SILVERSKY, INC.	513005-SI	10/04/2024	GENERAL FUND OPEN PO FY2...	101-1018-43815	132.60
BANK OF AMERICA	583	10/04/2024	REGISTRATION FOR ROLF HEC...	101-1000-42720	195.00
BANK OF AMERICA	584256544283960	10/04/2024	CODES PHONE CHARGERS	101-1008-44606	37.76
BANK OF AMERICA	8231216	10/04/2024	NOTARY STAMP - KATY MART...	101-1001-44606	49.13
BANK OF AMERICA	9210496112	10/04/2024	FITNESS FOR DUTY EVALUATI...	101-1004-48599	650.00
VERIZON WIRELESS	9974764608	10/04/2024	POLICE DEPT OPEN PO FY24/25	101-1007-43775	205.95
VERIZON WIRELESS	9974764608	10/04/2024	ANIMAL CONTROL OPEN PO F...	101-1008-43775	219.96
CITY UTILITIES	C-D 10022024	10/04/2024	GENERAL FUND CYCLE C&D O...	101-1018-43780	10,961.12
XEROX CORP - OLD	022200420, 022200421, 0222...	10/10/2024	POLICE XEROX EQUIPMENT C...	101-1007-43465	431.01
XEROX CORP - OLD	022200420, 022200421, 0222...	10/10/2024	FLEET XEROX EQUIPMENT ON...	101-1012-43465	64.69
NM MUNICIPAL LEAGUE	10/04/2024	10/10/2024	LGD BUDGET CONFERENCE R...	101-1004-42720	250.00
JAIME F RUBIN LLC	100124	10/10/2024	LEGAL SERVICES	101-1000-43597	3,698.61
BANK OF AMERICA	10072024	10/10/2024	OPEN PO FOR CITY DOMAIN A...	101-1001-43770	23.17
ASHLEY BEATY	10072024	10/10/2024	DEPOSIT REFUND CIVIC CENT...	101-1099-34348	250.00
POLICARPIO V BUSTAMANTE ...	109.24	10/10/2024	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
KATHRYN ELLIOTT DBA CIVILIT...	110	10/10/2024	GOVERNMENT RELATIONS	101-1000-43598	3,238.13
COPPLER LAW FIRM PC	12829	10/10/2024	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	346.20
SIERRA COUNTY SENTINEL	2987, FC 56	10/10/2024	HELP WANTED ADS - FY24-25 -...	101-1004-43740	387.78
SIERRA COUNTY SENTINEL	3020	10/10/2024	AD IN THE SENTINEL	101-1000-43740	355.60
DSI TECHNOLOGIES LLC DBA ...	342298	10/10/2024	CITY CLERK OFFICE SHARP OV...	101-1001-43465	843.00
DSI TECHNOLOGIES LLC DBA ...	342298	10/10/2024	CITY MANAGER OFFIC SHARP ...	101-1003-43465	319.23
DSI TECHNOLOGIES LLC DBA ...	342298	10/10/2024	FINANCE OFFICE SHARP OVER...	101-1004-43465	131.77
DSI TECHNOLOGIES LLC DBA ...	342298	10/10/2024	POLICE DEPT SHARP OVERAGE...	101-1007-43465	124.99
DSI TECHNOLOGIES LLC DBA ...	342298	10/10/2024	FACILITY MANAGEMENT SHA...	101-1014-43465	15.75
QUILL CORPORATION	40551812, 40601178	10/10/2024	OFFICE SUPPLIES	101-1010-44606	140.36
SIERRA VISTA HOSPITAL / SIER...	41000111	10/10/2024	COLLECTION DRUG TEST FEE ...	101-1004-48599	125.00
QUEST DIAGNOSTICS, INC.	9211695983	10/10/2024	SCREENING & MRO FEE FY 24-...	101-1004-48599	230.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARENAS VALLEY ANIMAL CLIN...	94231	10/10/2024	VET SERVICES	101-1006-48598	65.10
SIERRA COUNTY SENTINEL	FC56, 3021	10/10/2024	FY 24/25 PUBLICATIONS	101-1001-43740	311.43
SAMBA HOLDINGS, INC.	INV01627842	10/10/2024	SAMBA DIVIN REPORTS - NH ...	101-1004-48599	12.00
LASTING PAWS PET MEMORIA...	LC10391-I-0055	10/10/2024	ANIMAL CREMATION	101-1006-48598	707.60
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	101-1001-41226	121.82
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	101-1003-41226	147.78
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	101-1004-41226	380.11
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	101-1006-41226	161.38
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	101-1007-41226	1,294.73
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	101-1008-41226	123.07
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	101-1009-41226	103.86
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	101-1011-41226	286.66
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	101-1012-41226	126.10
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	101-1014-41226	216.31
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	101-1016-41226	191.24
MATTHEW 25 FOOD PANTRY ...	10072024	10/17/2024	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	1,712.50
ADVANCED BUILDING SOLUTI...	00099	10/18/2024	SERVICE CENTER BLDG REPAIR...	101-1012-43403	23,425.00
BANK OF AMERICA	10/4/2024	10/18/2024	NMPPA MEMBER REGISTRATI...	101-1004-42720	50.00
BANK OF AMERICA	10/4/2024	10/18/2024	NMPPA CONFERENCE REGIST...	101-1004-42720	500.00
WEX BANK	100131806-CE	10/18/2024	FUEL USAGE FOR ACO/CODES ...	101-1008-43316	414.10
WEX BANK	100131806-FIN	10/18/2024	OPEN PO FOR WEX FUEL	101-1004-43316	15.61
WEX BANK	100131806-FM	10/18/2024	WEX BANK FUEL CARD OPEN P...	101-1014-43316	880.35
WEX BANK	100131806-FT	10/18/2024	FUEL OPEN PO FOR FY 2024 - ...	101-1012-43316	216.43
WEX BANK	100131806-GB	10/18/2024	GOVERNING BODY WEX FUEL ...	101-1000-43316	40.00
WEX BANK	100131806-PD	10/18/2024	FUEL USAGE FOR PD UNITS F...	101-1007-43316	7,282.26
DOMESTIC ABUSE INTERVENT...	10042024	10/18/2024	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	500.00
THE CLUB OF SIERRA COUNTY	10082024	10/18/2024	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	2,500.00
WILSON & COMPANY INC ENG...	130434	10/18/2024	ON CALL GRANT MANAGEME...	101-1010-48598	9,833.70
WILSON & COMPANY INC ENG...	130478	10/18/2024	PLANNING AND PRMLINARY	101-1009-48598	825.20
AMAZON CAPITAL SERVICES I...	14FW-JHGN-W9LL, 1T64-6VNR...	10/18/2024	AMAZON OFFICE SUPPLIES	101-1004-44606	1,303.52
SUN VALLEY INC	176951/6, 177092/6, 176865/...	10/18/2024	OPEN PURCHASE ORDER FOR ...	101-1014-44607	598.77
SUN VALLEY INC	177188/6, 177218/6	10/18/2024	OPEN PO FIELD SUPPLIES FY25...	101-1009-44607	48.19
ALARM CONTROL TECHNOLOG...	35850, 35851	10/18/2024	FIRE ALARM MONITORING OP...	101-1014-47410	48.82
NU-WAY LAUNDRY & CLEANE...	39747	10/18/2024	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
WH PACIFIC INC	408483	10/18/2024	CONSTRUCITON SUPPORT	101-1010-48598	756.24
SIERRA AUTO/CARQUEST	6016-328493	10/18/2024	PAINTED ROTOR YH527287AP	101-1014-47420	225.56
SIERRA AUTO/CARQUEST	6016-328493	10/18/2024	PAINTED ROTOR YH274914P	101-1014-47420	176.50
SIERRA AUTO/CARQUEST	6016-328493	10/18/2024	BRK PAD FRONTLINE FLD2223	101-1014-47420	47.63
SIERRA AUTO/CARQUEST	6016-328493	10/18/2024	BRAKE PADS PMD2225H	101-1014-47420	54.44
SIERRA AUTO/CARQUEST	6016-328653	10/18/2024	BATTERY-MARINE	101-1014-47420	129.99
SIERRA AUTO/CARQUEST	6016-328692	10/18/2024	BATTERIES/CABIN AIR FILTER/...	101-1007-47420	389.70
SIERRA AUTO/CARQUEST	6016-328823	10/18/2024	TRANS FILTER	101-1008-47420	32.18
SIERRA AUTO/CARQUEST	6016-328823	10/18/2024	BRAKE PADS	101-1008-47420	97.04
SIERRA AUTO/CARQUEST	6016-329133	10/18/2024	MISC TOOLS FOR SHOP	101-1012-44607	272.96
TALON SEPTIC & POTTY SERVI...	11901	10/18/2024	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,000.00
KING'S LOCKSMITH	08694	10/25/2024	UNLOCK CLOSET & HAVE KEYS...	101-1008-44606	100.48
SCRDA	100124	10/25/2024	SCRDA BILL FOR FY 24-25	101-1007-48599	45,568.25
KAUFMAN'S WEST LLC	10065V	10/25/2024	UNIFORM ITEMS FOR OFFICERS	101-1008-42620	229.58
CITY UTILITIES	10102024	10/25/2024	GENERAL FUND CYCLE A&B O...	101-1018-43780	6,140.85
CITY UTILITIES	10152024	10/25/2024	GENERAL FUND OPEN PO FY2...	101-1018-43780	120.99
WINDSTREAM CORPORATION	10182024	10/25/2024	CITY MANAGER OPEN PO FY2...	101-1003-43775	90.59
TDS	10212024	10/25/2024	GENERAL OPEN PO FY24/25	101-1018-43780	3,951.24
CATHERINE LACEY	10212024	10/25/2024	RALPH EDWALDS PARK DEPOS...	101-1099-34348	25.00
EMERI BACA	102120254	10/25/2024	DEPOSIT REFUND TABLES & C...	101-1099-34348	50.00
MIKE TORRES DBA CD TECHN...	1030	10/25/2024	BATTERY BACKUP AND SCAN...	101-1004-44613	1,118.00
DELL TECHNOLOGIES	10770941962	10/25/2024	TONER REPLACEMENT	101-1004-44606	292.12
BOOT BARN	113693	10/25/2024	BOOTS	101-1012-44615	200.00
EWING IRRIGATION	23794966	10/25/2024	HOLIDAY DECORATIONS FOR C...	101-1009-44607	971.14

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUILL CORPORATION	41006743, 40988527	10/25/2024	CITY CLERK OFFICE SUPPLY O...	101-1001-44606	926.11
JESSICA MULLER DBA FREED...	4125039	10/25/2024	WINDOW TINT	101-1012-47420	180.00
RED WING SHOES OF LAS CRU...	5894	10/25/2024	BOOTS RAY SLADE	101-1012-44615	200.00
RED WING SHOES OF LAS CRU...	5894	10/25/2024	BOOTS FOR WYATT GRAVES	101-1012-44615	200.00
STAPLES CONTRACT & COMM...	6014163471	10/25/2024	OFFICE SUPPLIES	101-1004-44606	220.01
TESTON'S FREEWAY CHEVRON	6066	10/25/2024	GAS FOR ANIMAL SHELTER VE...	101-1006-43316	60.05
TESTON'S FREEWAY CHEVRON	6071	10/25/2024	FUEL PURCHASES OPEN PO FY...	101-1009-43316	445.67
TESTON'S FREEWAY CHEVRON	6074	10/25/2024	OPEN PO FUEL PURCHASES FY...	101-1013-43316	107.57
XEROX CORP	6322770	10/25/2024	CLERKS OFFICE OPEN PO FY24...	101-1001-43465	244.11
XEROX CORP	6322770	10/25/2024	CITY MANAGER OPEN PO FY2...	101-1003-43465	352.75
XEROX CORP	6322770	10/25/2024	FINANCE OFFICE OPEN PO FY...	101-1004-43465	292.93
XEROX CORP	6322770	10/25/2024	POLICE DEPT OPEN PO FY24/25	101-1007-43465	585.86
XEROX CORP	6322770	10/25/2024	PARKS DEPT OPEN PO FY24/25	101-1009-43465	244.11
XEROX CORP	6322770	10/25/2024	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	73.23
VERIZON WIRELESS	9976345687	10/25/2024	CITY CLERK OPEN PO FY24/25	101-1001-43775	279.98
VERIZON WIRELESS	9976345687	10/25/2024	CITY MANAGER OPEN PO FY2...	101-1003-43775	259.64
VERIZON WIRELESS	9976345687	10/25/2024	FINANCE OPEN PO FY24/25	101-1004-43775	252.63
VERIZON WIRELESS	9976345687	10/25/2024	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	110.64
VERIZON WIRELESS	9976345687	10/25/2024	POLICE DEPT OPEN PO FY24/25	101-1007-43775	1,963.65
VERIZON WIRELESS	9976345687	10/25/2024	ANIMAL CONTROL OPEN PO F...	101-1008-43775	126.77
VERIZON WIRELESS	9976345687	10/25/2024	PARKS DEPT OPEN PO FY24/25	101-1009-43775	146.13
VERIZON WIRELESS	9976345687	10/25/2024	COMMUNITY DEVELOPEMENT...	101-1010-43775	69.44
VERIZON WIRELESS	9976345687	10/25/2024	STREETS DEPT OPEN PO FY24/...	101-1011-43775	152.52
VERIZON WIRELESS	9976345687	10/25/2024	FLEET DEPT OPEN PO FY24/25	101-1012-43775	86.76
VERIZON WIRELESS	9976345687	10/25/2024	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	121.41
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	101-1001-41226	156.55
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	101-1003-41226	117.70
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	101-1004-41226	380.11
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	101-1006-41226	161.38
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	101-1007-41226	1,286.42
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	101-1008-41226	123.07
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	101-1009-41226	99.43
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	101-1011-41226	252.91
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	101-1012-41226	194.86
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	101-1014-41226	216.31
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	101-1016-41226	212.08
RJ BORDER INTERNATIONAL T...	R400032410.01	10/25/2024	REPAIRS TO UNIT G-65052	101-1014-47420	4,872.92
Fund 101 - General Total:					216,431.84
Fund: 201 - Corrections					
SIERRA COUNTY TREASURER	10012024	10/04/2024	HOLD OF PRISONERS FY 24-25	201-1903-48710	2,640.00
Fund 201 - Corrections Total:					2,640.00
Fund: 209 - Fire					
NEW MEXICO GAS COMPANY ...	25SEPT2024	10/04/2024	FIRE SOUTH STATION OPEN P...	209-1603-43780	32.66
NEW MEXICO GAS COMPANY ...	25SEPT2024	10/04/2024	FIRE STATION OPEN PO FY24/...	209-1603-43780	42.35
CITY UTILITIES	C-D 10022024	10/04/2024	FIRE DEPT CYCLE C&D OPEN ...	209-1603-43780	324.21
PETE'S EQUIPMENT, INC.	0034935	10/10/2024	TRANSPORT/DIAGNOSE/REPA...	209-1603-47420	1,977.61
XEROX CORP - OLD	022200420, 022200421, 0222...	10/10/2024	FIRE XEROX EQUIPMENT CON...	209-1603-43465	253.97
MEGAHERTZ COMPUTER CON...	101272	10/10/2024	INTERNET SERVICE/NORTH FL...	209-1603-43775	54.19
BUDAGHER GENERATOR, INC	9209, 9355	10/10/2024	WATER TANK HILL GENERATO...	209-1603-47420	777.76
MEGAHERTZ COMPUTER CON...	77686, 79452, 100332	10/18/2024	UNPAID INVOICES	209-1603-43775	162.57
MUNICIPAL EMERGENCY SERV...	IN2127623	10/18/2024	M1X FIREFIT-GAUNTLET-BLAC...	209-1603-44615	1,068.48
CITY UTILITIES	10102024	10/25/2024	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	599.18
WINDSTREAM CORPORATION	10182024	10/25/2024	FIRE DEPT OPEN PO FY24/25	209-1603-43775	125.87
TESTON'S FREEWAY CHEVRON	6082	10/25/2024	OPEN PO FOR GAS/FUEL FY 24...	209-1603-43316	46.40
XEROX CORP	6322770	10/25/2024	FIRE DEPT OPEN PO FY24/25	209-1603-43465	244.11
VERIZON WIRELESS	9976345687	10/25/2024	FIRE DEPT OPEN PO FY24/25	209-1603-43775	188.96
Fund 209 - Fire Total:					5,898.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 211 - Law Enforce Prot					
BANK OF AMERICA	09062024	10/04/2024	POLICE ONE ONLINE TRAINING..	211-2003-42535	99.00
AMAZON CAPITAL SERVICES I...	114P-N3TJ-MW9T	10/04/2024	RIFLE SIGHT SET (FRONT AND ...	211-2003-44607	979.03
N7 TACTICAL TRAINING, LLC	2024-1013	10/04/2024	ADVANCED SWAT TRAINING ...	211-2003-42535	1,600.00
PUBLIC SAFETY PSYCHOLOGY ...	27588	10/04/2024	BASIC CIT-FO CERTIFICATION ...	211-2003-42535	1,399.13
BANK OF AMERICA	72927800337039	10/04/2024	LODGING FOR MEXICAN CART...	211-2003-42535	685.90
N7 TACTICAL TRAINING, LLC	2024-1012	10/10/2024	BASIC SWAT TRAINING FOR O...	211-2003-42535	1,600.00
TACONE CONSULTING	2219	10/10/2024	ACTIVE SHOOTER RESPONSE T...	211-2003-42535	1,800.00
GUNHER'S LLC	71724	10/10/2024	UNIFORM EQUIPMENT FOR O...	211-2003-44573	301.96
KAUFMAN'S WEST LLC	10046L	10/25/2024	BALLISTIC VEST FOR OFFICER ...	211-2003-44615	2,036.00
KAUFMAN'S WEST LLC	10065V	10/25/2024	UNIFORM ITEMS FOR OFFICERS	211-2003-44573	349.96
GUNHER'S LLC	1024	10/25/2024	FIREARMS ACCESSORIES	211-2003-80810	4,424.61
AMAZON CAPITAL SERVICES I...	11HQ-N91L-C6CD	10/25/2024	ACCESSORIES FOR EQUIPMEN...	211-2003-44607	42.28
NM DEPT OF PUBLIC SAFETY T...	2025-A200	10/25/2024	ADVANCED CERTIFICATIONS ...	211-2003-42535	200.00
THE LINE LLC	2790, 2791, 2792, 2793, 2794	10/25/2024	UNIFORM ITEMS FOR OFFICERS	211-2003-44573	823.58
Fund 211 - Law Enforce Prot Total:					16,341.45
Fund: 214 - Lodgers Tax					
GERONIMO TRAIL SCENIC BY...	100124	10/10/2024	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
RUANNA WALDRUM	0001529	10/18/2024	WEBSITE/ MULTI-MEDIA UPD...	214-2540-60725	559.39
VETERANS MEMORIAL TRUST ...	10	10/18/2024	OPEN PO FOR LODGERS TAX ...	214-2560-60725	319.31
MAINSTREET TRUTH OR CONS...	10092024	10/18/2024	OPEN PO FOR LODGERS TAX S...	214-2540-60725	15,000.00
GERONIMO TRAIL SCENIC BY...	80688	10/18/2024	STATEWIDE BROCHURE DISTR...	214-2540-60725	94.88
ADVANCED BUILDING SOLUTI...	80732	10/18/2024	CARPET TILE INSTALLATION 6...	214-2503-44607	2,057.38
Fund 214 - Lodgers Tax Total:					18,497.63
Fund: 216 - Muni Street					
SUPERIOR WEED AND PEST C...	000162	10/04/2024	WEED CONTROL ON ROUND ...	216-4503-43550	5,527.12
PAVEMENT SEALANTS & SUPP...	24797	10/04/2024	HIGH PERFORMANCE PERMA...	216-4503-43550	6,718.40
WH PACIFIC INC	408088	10/04/2024	ENGINEERING SERVICES DOWN...	216-7018-48598	799.61
BARTOO SAND & GRAVEL INC	M47535	10/04/2024	HOTMIX- WATER CUTS	216-4503-43550	9,408.10
WILSON & COMPANY INC ENG...	130473	10/18/2024	CERTIFICATION OF PROJECT D...	216-7023-43550	2,273.20
WILSON & COMPANY INC ENG...	130475	10/18/2024	PROFESSIONAL ENG DESIGN S...	216-7026-48598	7,904.15
SIERRA AUTO/CARQUEST	6016-328565	10/18/2024	PARTS FOR PELICAN SWEEPER	216-4503-47420	303.59
SIERRA AUTO/CARQUEST	6016-328650	10/18/2024	FUEL FILTER	216-4503-47420	26.62
SIERRA AUTO/CARQUEST	6016-329099	10/18/2024	BACKHOE PARTS	216-4503-47420	150.41
B & H OIL CO.	B&H0924	10/18/2024	DIESEL- OPEN PO FY 24/25	216-4503-43316	2,098.11
IWORQ SYSTEMS	205255	10/25/2024	WORK, SIGN AND PAVEMENT...	216-4503-43770	5,538.00
MARLIN LEASING CORPORATI...	21488652	10/25/2024	STREET DEPT SHARP EQUIPM...	216-4503-43465	192.75
UNIFIRST HOLDINGS INC DBA ...	2880183969, 2880188069, 28...	10/25/2024	EMPLOYEE UNIFORMS - FY 24 ...	216-4503-42620	485.92
NORTHERN TOOL & EQUIPME...	54105541	10/25/2024	3' WATER PUMP FOR WATER ...	216-4503-44607	429.99
TESTON'S FREEWAY CHEVRON	6070	10/25/2024	GAS/DIESEL FUEL PURCHASES...	216-4503-43316	1,173.85
Fund 216 - Muni Street Total:					43,029.82
Fund: 260 - Fiscal Recovery Funds					
WILSON & COMPANY INC ENG...	130356	10/18/2024	PROFESSIONAL SERVICES FOR...	260-7031-48598	3,077.42
Fund 260 - Fiscal Recovery Funds Total:					3,077.42
Fund: 294 - State Library					
DSI TECHNOLOGIES LLC DBA ...	342298	10/10/2024	LIBRARY SHARP OVERAGE OP...	294-5003-43465	29.76
XEROX CORP - OLD	020880900, 020937106, 0217...	10/18/2024	XEROX OLD CONTRACT FOR LI...	294-5003-43465	165.92
TDS	10182024	10/25/2024	INTERNET SERVICE LIBRARY O...	294-5003-60834	99.95
XEROX CORP	6322770	10/25/2024	LIBRARY OPEN PO FY24/25	294-5003-43465	317.34
VERIZON WIRELESS	9976345687	10/25/2024	LIBRARY OPEN PO FY24/25	294-5003-43775	169.30
Fund 294 - State Library Total:					782.27
Fund: 295 - Muni Pool					
NEW MEXICO GAS COMPANY ...	25SEPT2024	10/04/2024	SWIMMING POOL OPEN PO F...	295-4803-43780	281.05
JR AQUATIC SERVICES LLC	420	10/04/2024	MAINTENANCE, REPAIR & TR...	295-4803-43403	1,080.00
CITY UTILITIES	C-D 10022024	10/04/2024	POOL CYCLE C&D OPEN PO F...	295-4803-43780	1,884.25
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	295-4803-41226	40.10
XEROX CORP	6322770	10/25/2024	POOL OPEN PO FY24/25	295-4803-43465	48.82
VERIZON WIRELESS	9976345687	10/25/2024	POOL OPEN PO FY24/25	295-4803-43775	110.13

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NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	295-4803-41226	40.10
				Fund 295 - Muni Pool Total:	3,484.45
Fund: 296 - PD GRT					
ADSLCNM INC DBA AMERICAN..	0528174	10/04/2024	BI-MONTHLY DESTRUCTION S...	296-2403-48598	81.05
AMAZON CAPITAL SERVICES I...	1CWC-LWGC-XGP4	10/04/2024	BATTERY AND CHARGER FOR ...	296-2403-44613	91.88
AMERICAN RED CROSS	22698286	10/04/2024	FIRST AID/CPR FOR 10 PERSO...	296-2403-48598	38.00
GT DISTRIBUTORS, INC	INV1017636	10/10/2024	TRAINING SUPPLIES	296-2403-44613	732.20
JUSTICE SYSTEMS, INC	INVB-056961	10/10/2024	COURT LICENSING FEES	296-2403-48598	1,930.00
				Fund 296 - PD GRT Total:	2,873.13
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	10182024	10/25/2024	VETERANS WALL OPEN PO FY...	303-4703-43775	236.38
				Fund 303 - Vet Wall Total:	236.38
Fund: 304 - Senior Grants					
ARMIJO'S CASA BONITA	45560	10/18/2024	COMMERCIAL DOOR INSTALL...	304-4903-43403	11,921.25
				Fund 304 - Senior Grants Total:	11,921.25
Fund: 312 - R&R Airport					
ADVANCED BUILDING SOLUTI...	00106	10/18/2024	REPLACEMENT/INSTALLATION ...	312-7028-44607	1,091.88
ADVANCED BUILDING SOLUTI...	00107	10/18/2024	AIRPORT PARKING LOT LIGHT ...	312-7028-44607	1,220.26
DELTA AIRPORT CONSULTANT...	CA-1	10/18/2024	REHAB TERM APRON BIDDING...	312-7024-47415	57,985.10
				Fund 312 - R&R Airport Total:	60,297.24
Fund: 315 - CI Reserve					
WILSON & COMPANY INC ENG...	130476	10/18/2024	PROFESSIONAL SERVICES - R...	315-8010-48598	2,166.29
				Fund 315 - CI Reserve Total:	2,166.29
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY INC ENG...	130213	10/04/2024	ENGINEERING SERVICES CANT...	370-7019-80847	28,929.37
				Fund 370 - WATER TRUST BOARD PROJECTS Total:	28,929.37
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTH...	09012024-10012024	10/04/2024	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	09012024-10012024	10/04/2024	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.75
NEW MEXICO FINANCE AUTH...	09012024-10012024	10/04/2024	NMFA LOAN PYMT DW-4794	403-1203-12972	3,130.37
NEW MEXICO FINANCE AUTH...	09012024-10012024	10/04/2024	NMFA LOAN PYMT SERIES 20...	403-1203-90910	15,659.32
BANK OF THE SOUTHWEST	10152024	10/18/2024	MTNLY INTEREST PYMTS	403-1203-90910	5,407.79
				Fund 403 - Pledge State Total:	32,486.81
Fund: 501 - Cemetary					
CITY UTILITIES	10102024	10/25/2024	CEMETARY CYCLE A&B OPEN ...	501-1803-43780	871.34
				Fund 501 - Cemetary Total:	871.34
Fund: 502 - Util Office - Pool					
CITY UTILITIES	C-D 10022024	10/04/2024	UTILITY BILLING OFFICE CYCLE...	502-3601-43780	628.32
SPECTRUM NEW MEXICO LLC ...	IC-24-3790	10/04/2024	10,000 #10 WINDOW & 10,00...	502-3601-43740	2,037.20
XEROX CORP - OLD	022200420, 022200421, 0222...	10/10/2024	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	277.36
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	502-3601-41226	196.68
POSTMASTER	1023024	10/25/2024	POSTAGE CITY MAIL FY 24/25	502-3601-43735	15,000.00
STAPLES CONTRACT & COMM...	6014356815	10/25/2024	Utility Office Supplies	502-3601-44606	407.25
TESTON'S FREEWAY CHEVRON	6069	10/25/2024	UTILITY OFFICE GAS & OIL 24/...	502-3601-43316	69.00
XEROX CORP	6322770	10/25/2024	UTILITY BILLING OPEN PO FY2...	502-3601-43465	390.57
PITNEY BOWES INC	8000-9090-0951-4238-OCT24	10/25/2024	PITNEY BOWES FY 24/25	502-3601-43465	597.40
VERIZON WIRELESS	9976345687	10/25/2024	UTILITY BILLING OPEN PO FY2...	502-3601-43775	193.26
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	502-3601-41226	196.68
				Fund 502 - Util Office - Pool Total:	19,993.72
Fund: 503 - Electric					
JUAN F QUINTANA DBA NEW...	000001658	10/04/2024	45' CLASS 2 POLES	503-3702-44607	17,304.39
JUAN F QUINTANA DBA NEW...	000001658	10/04/2024	FREIGHT	503-3702-44607	850.00
TRI-STATE GENERATION & TR...	1008002-TAX	10/04/2024	POWER SERVICE- OPEN PO FY...	503-3702-50795	2,651.71
MIKE TORRES DBA CD TECHN...	1031	10/04/2024	IT SERVICE ELECTRIC DEPT OP...	503-3702-48598	568.44
REED'S TIRE CENTER	14969	10/04/2024	FLAT TIRE REPAIR	503-3702-47420	50.00
REED'S TIRE CENTER	14969	10/04/2024	BOOT SIDEWALL	503-3702-47420	8.95
REED'S TIRE CENTER	14969	10/04/2024	TAX	503-3702-47420	4.94

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ZIA ELECTRICAL PRODUCTS	18981	10/04/2024	2S CO-GEN METER	503-3702-44607	584.58
NEW MEXICO GAS COMPANY ...	25SEPT2024	10/04/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	29.20
SILVERSKY, INC.	513005-SI	10/04/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43815	10.20
WESTERN UNITED ELECTRIC	6125325	10/04/2024	PADMOUNT TRANSFORMERS ...	503-3702-44607	42,000.00
WESTERN UNITED ELECTRIC	6125436	10/04/2024	CROSSARM PIN 1"	503-3702-44607	291.75
WESTERN UNITED ELECTRIC	6125436	10/04/2024	SQUARE WASHER	503-3702-44607	182.00
WESTERN UNITED ELECTRIC	6125436	10/04/2024	MACHINE BOLT 5/8X14	503-3702-44607	208.20
WESTERN UNITED ELECTRIC	6125436	10/04/2024	DEADEND SHOE CLAMP SIDE ...	503-3702-44607	1,062.60
WESTERN UNITED ELECTRIC	6125436	10/04/2024	DEADEND SHOE CLAMP SIDE ...	503-3702-44607	991.60
WESTERN UNITED ELECTRIC	6125436	10/04/2024	OVALEY BOLT 5/8X12	503-3702-44607	442.00
WESTERN UNITED ELECTRIC	6125436	10/04/2024	DEADEND CROSSARM 8' FIBE...	503-3702-44607	3,292.30
WESTERN UNITED ELECTRIC	6125437	10/04/2024	ACSR SPLICE 3/0-4/0	503-3702-44607	2,575.54
BANK OF AMERICA	8249612	10/04/2024	NOTARY- PRISCILLA FUENTES	503-3702-42720	206.53
BANK OF AMERICA	86512614216415145180	10/04/2024	WATER	503-3702-44607	69.16
GRAINGER INC	9250142446	10/04/2024	LED BULBS- VETERANS WALL	503-3702-44607	309.24
CITY UTILITIES	C-D 10022024	10/04/2024	ELECTRIC DEPT CYCLE C&D O...	503-3702-43780	5,049.21
XEROX CORP - OLD	022200420, 022200421, 0222...	10/10/2024	ELECTRIC XEROX EQUIPMENT ...	503-3702-43465	70.33
TRI-STATE GENERATION & TR...	1001026-TAX	10/10/2024	POWER SERVICE- OPEN PO FY...	503-3702-50795	2,651.71
SIERRA ELECTRIC COOP INC	10022024, 10042024	10/10/2024	MIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	558.67
SIERRA ELECTRIC COOP INC	10022024, 10042024	10/10/2024	POWER SERVICES-OPEN PO FY...	503-3702-50795	290,169.05
SECRETARY OF STATE	10072024	10/10/2024	NOTARY APPLICATION- PRISCI...	503-3702-43770	30.00
TRI-STATE GENERATION & TR...	1013002	10/10/2024	POWER SERVICE- OPEN PO FY...	503-3702-50795	34,458.37
NEW MEXICO ONE CALL INC	153010948	10/10/2024	QUARTERLY ALLOCATION US...	503-3702-43770	491.95
AMAZON CAPITAL SERVICES I...	1NK6-Q47N-TCH1	10/10/2024	FLAGPOLE ROPE	503-3702-44607	31.99
AMAZON CAPITAL SERVICES I...	1NK6-Q47N-TCH1	10/10/2024	BINOCULARS	503-3702-44607	286.97
SIERRA COUNTY SENTINEL	2984	10/10/2024	T&D NOTICE- TO BE PUBLISHE...	503-3702-43740	111.77
DSI TECHNOLOGIES LLC DBA ...	342298	10/10/2024	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	15.45
QUILL CORPORATION	40917880	10/10/2024	OFFICE SUPPLIES- ELECTRIC	503-3702-44606	35.92
LANDIS+GYR TECHNOLOGY INC	90400769	10/10/2024	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,630.00
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	503-3702-41226	421.14
XEROX CORP - OLD	022239822	10/18/2024	ELECTRIC XEROX EQUIPMENT ...	503-3702-43465	24.48
TRANSMISSION & DISTRIBUTI...	15659	10/18/2024	EL DISTRIBUTION SYSTEM ST...	503-3702-48598	22,039.42
ZIA ELECTRICAL PRODUCTS	18987	10/18/2024	FORM 2S FAX W/RF METER	503-3702-44607	11,040.00
SIERRA AUTO/CARQUEST	6016-328822	10/18/2024	12V COMMERCIAL BATTERY	503-3702-47420	482.55
WESTERN UNITED ELECTRIC	6126097	10/18/2024	CLEVIS SEC J10	503-3702-44607	1,094.40
WESTERN UNITED ELECTRIC	6126097	10/18/2024	ANCHOR ROD 3/4X8	503-3702-44607	440.50
WESTERN UNITED ELECTRIC	6126097	10/18/2024	BOLT OVALEYE 5/8X14	503-3702-44607	667.50
WESTERN UNITED ELECTRIC	6126097	10/18/2024	INSULATED DEADEND POLYM...	503-3702-44607	1,027.08
WESTERN UNITED ELECTRIC	6126097	10/18/2024	INSULATED COMPOSITE PIN 1...	503-3702-44607	242.90
VERIZON WIRELESS	9975399400	10/18/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	56.50
WESTERN AREA POWER ADM...	JJPB1798A0924	10/18/2024	BASE DEMAND & BASE ENER...	503-3702-50795	44,404.77
CITY UTILITIES	10102024	10/25/2024	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	293.83
CITY UTILITIES	10152024	10/25/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	11.03
TDS	10212024	10/25/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	434.82
TESTON'S FREEWAY CHEVRON	6073	10/25/2024	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	1,304.38
WESTERN UNITED ELECTRIC	6126947	10/25/2024	35 FT. CLASS 4 WOOD POLE	503-3702-44607	13,575.00
WESTERN UNITED ELECTRIC	6126947	10/25/2024	40 FT CLASS 4 WOOD POLE	503-3702-44607	16,440.00
WESTERN UNITED ELECTRIC	6126947	10/25/2024	50 FT CLASS 2 WOOD POLE	503-3702-44607	19,890.00
XEROX CORP	6322770	10/25/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43465	122.05
TRAFFIC SIGNAL CONTROLS, I...	8776	10/25/2024	LED15-12RBTXL - 12" Red Ball	503-3702-44607	212.53
VERIZON WIRELESS	9976345687	10/25/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	193.86
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	503-3702-41226	421.14
Fund 503 - Electric Total:					544,124.60

Fund: 504 - Water

MIKE TORRES DBA CD TECHN...	1031	10/04/2024	IT SERVICE WATER DEPT OPEN...	504-3803-48598	568.43
SOUTHWEST FIRST AID AND S...	1140131850	10/04/2024	RESTOCK TUCK AND OFFICE FI...	504-3803-44615	200.33
MUNICO CORP DBA TRAFFIC ...	130210A	10/04/2024	SAFETY EQUIPMENT FOR TR...	504-3803-44615	2,464.20
NEW MEXICO GAS COMPANY ...	25SEPT2024	10/04/2024	WATER DEPT OPEN PO FY24/...	504-3803-43780	31.65
SILVERSKY, INC.	513005-SI	10/04/2024	WATER DEPT OPEN PO FY24/...	504-3803-43815	10.20
SMITHCO CONSTRUCTION INC	595-24-009	10/04/2024	COOK STREET REPAIRS	504-3803-48598	497.28

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STEVE BELL CONSTRUCTION	C18658	10/04/2024	THREE (3) WATER TAPS	504-3803-48598	2,709.38
CITY UTILITIES	C-D 10022024	10/04/2024	WATER DEPT CYCLE C&D OP...	504-3803-43780	13,989.16
FERGUSON US HOLDINGS INC	0550492, 0550619	10/10/2024	FEILD SUPPLIES	504-3803-44607	520.28
FERGUSON US HOLDINGS INC	0552017	10/10/2024	6-6" ROMAC	504-3803-44607	3,104.70
TAXATION AND REVENUE	090324	10/10/2024	WATER CONSERVATION FEE FY...	504-3803-43797	1,492.98
APEX TECHNOLOGIES LLC	1000894	10/10/2024	SECURTIY CAMERAS SERVICE ...	504-3803-47421	378.22
LAS CRUCES LOCKSMITH	114948	10/10/2024	DOOR REPAIR AT WWTP OFFI...	504-3803-47415	860.00
NORTHERN TOOL & EQUIPME...	53980114, 53975282, 539779...	10/10/2024	W/WW- BASIC TOOLS FOR TR...	504-3803-44607	520.33
SMITHCO CONSTRUCTION INC	595-24-011	10/10/2024	WATER TAP AT HWY 181 PRO...	504-3803-48598	15,172.50
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	504-3803-41226	439.94
BULLOCKS, INC.	0944, 4472, 4964, 9381, 6054,...	10/18/2024	W/WW-OPEN PO FOR SEPT F...	504-3803-44607	43.11
AMAZON CAPITAL SERVICES I...	11GK-WRVC-WKDG	10/18/2024	WHITEBOARD	504-3803-44606	22.22
AMAZON CAPITAL SERVICES I...	11GK-WRVC-WKDG	10/18/2024	HITCHES	504-3803-47420	58.76
REED'S TIRE CENTER	15054	10/18/2024	TIRES FOR F350 TRUCK- G116...	504-3803-47420	700.00
SUN VALLEY INC	176760/6	10/18/2024	W/WW-OPEN PO FOR AUG 20...	504-3803-44607	2.94
SUN VALLEY INC	176848/6, 176916/6, 176955/...	10/18/2024	W/WW- OPEN PO FOR SEPT F...	504-3803-44607	277.51
AMAZON CAPITAL SERVICES I...	1H19-6N3V-WNL3, 1HCM-LRX...	10/18/2024	CAR FRESHENERS, CLOROX SP...	504-3803-44606	23.91
AMAZON CAPITAL SERVICES I...	1H19-6N3V-WNL3, 1HCM-LRX...	10/18/2024	CAR FRESHENERS, CLOROX SP...	504-3803-44607	12.93
IWORQ SYSTEMS	205256	10/18/2024	MANAGEMENT SYSTEM FOR ...	504-3803-43815	1,580.83
B & H OIL CO.	56900, 57157, 57160, 57170	10/18/2024	OPEN PO FY 24-25 FUEL WTR ...	504-3803-43316	263.59
SIERRA AUTO/CARQUEST	6016-328498	10/18/2024	WTR- PARTS FOR TRAILER RE...	504-3803-44607	22.35
PVS DX INC	DE74000379-24, DE74000451...	10/18/2024	OPEN PO FOR CHLORINE FY24...	504-3803-44605	400.00
PURE OPERATIONS, LLC	NI240640	10/18/2024	3/4INCH METER STOCK	504-3803-44607	961.80
MRSP LLC	SPMR4062-WA	10/18/2024	SPMR LICENSE & SUPPORT	504-3803-43815	8,755.56
CITY UTILITIES	10102024	10/25/2024	WATER DEPT CYCLE A&B OPEN...	504-3803-43780	544.76
TDS	10212024	10/25/2024	WATER DEPT OPEN PO FY24/...	504-3803-43780	434.82
NEWGEN STRATEGIES AND SO...	19858	10/25/2024	WA/WW COMPREHENSIVE SE...	504-3803-48598	1,056.62
TESTON'S FREEWAY CHEVRON	6067	10/25/2024	OPEN PO FOR FUEL FOR WAT...	504-3803-43316	2,087.08
XEROX CORP	6322770	10/25/2024	WATER OPEN PO FY24/25	504-3803-43465	48.82
VERIZON WIRELESS	9976345687	10/25/2024	WATER DEPT OPEN PO FY24/...	504-3803-43775	262.67
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	504-3803-41226	405.22
Fund 504 - Water Total:					60,925.08

Fund: 505 - Solid Waste

MATTHEW GRANSBURY	PPE 2024-09-20 (2 WEEKS) PPE...	10/02/2024	PPE 2024-09-20 (2 WEEKS)	505-3904-40111	914.40
MATTHEW GRANSBURY	PPE 2024-09-20 (2 WEEKS) PPE...	10/02/2024	PPE 2024-10-06 (1 WEEK)	505-3904-40111	457.20
MIKE TORRES DBA CD TECHN...	1031	10/04/2024	IT SERVICE SANITATION DEPT ...	505-3904-48598	568.44
CITY OF LAS CRUCES	104597	10/04/2024	SCSWA WASTE DISPOSAL	505-3904-45601	63,335.11
BORDER RECAPPING LLC / B...	24-0209818-003	10/04/2024	REPLENISH VARIOUS TRASH T...	505-3904-44607	1,391.16
NEW MEXICO GAS COMPANY ...	25SEPT2024	10/04/2024	RECYCLE CENTER OPEN PO FY...	505-3904-43780	29.49
SILVERSKY, INC.	513005-SI	10/04/2024	SOLID WASTE DEPT OPEN PO ...	505-3904-43815	10.20
CITY UTILITIES	C-D 10022024	10/04/2024	SANITATION DEPT CYCLE C&D...	505-3904-43780	1,203.33
RJ BORDER INTERNATIONAL T...	R4000932733.01	10/04/2024	DIAG/ REPAIR	505-3904-47420	2,521.25
XEROX CORP - OLD	022200420, 022200421, 0222...	10/10/2024	SOLID WASTE XEROX EQUIPM...	505-3904-43465	30.18
AMAZON CAPITAL SERVICES I...	1FMC-K14N-VK6X, 1F7H-MYM...	10/10/2024	UNIFORMS FOR EMPLOYEES	505-3904-42620	2,936.06
DSI TECHNOLOGIES LLC DBA ...	342298	10/10/2024	SANITATION DEPTSHARP OVE...	505-3904-43465	11.60
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	505-3904-41226	559.25
MATTHEW GRANSBURY	PPE 2024-10-04 (1 WEEK) 202...	10/10/2024	PE 2024-10-18 (1 WEEK)	505-3904-40111	457.20
MATTHEW GRANSBURY	PPE 2024-10-04 (1 WEEK) 202...	10/10/2024	PE 2024-10-18 (1 DAY)	505-3904-40111	65.31
MATTHEW GRANSBURY	PPE 2024-10-04 (1 WEEK) 202...	10/10/2024	PE 2024-10-04 (1 WEEK)	505-3904-40111	457.20
WEX BANK	100131806-TR	10/18/2024	WEX- DIESEL & GASOLINE	505-3904-43316	4,038.47
SUN VALLEY INC	177025/6	10/18/2024	237979- 2PK 2" MAG LONG P...	505-3904-44607	34.99
SUN VALLEY INC	177025/6	10/18/2024	DISCOUNT	505-3904-44607	-1.75
AMAZON CAPITAL SERVICES I...	1FYR-LCTF-94MX, 14J4-4H6D-...	10/18/2024	UNIFORMS FOR EMPLOYEES	505-3904-42620	464.82
SIERRA AUTO/CARQUEST	6016-328652	10/18/2024	HUB CAP	505-3904-47420	28.33
SIERRA AUTO/CARQUEST	6016-329132	10/18/2024	ALTERNATOR	505-3904-47420	317.86
MATTHEW GRANSBURY	PAY DATES 10/07/2024 - 10/1...	10/18/2024	DISABILITY PAY DATES 10/07/...	505-3904-40111	457.20
PARKHILL SMITH & COOPER	04118823.00-8	10/25/2024	REGISTRATION RENEWAL	505-3904-48599	3,606.72
PARKHILL SMITH & COOPER	04342124.00-3	10/25/2024	TECHNICAL SUPPORT SERVICE...	505-3904-48599	8,997.83
CITY UTILITIES	10152024	10/25/2024	SANITATION DEPT OPEN PO F...	505-3904-45601	23,200.90
TDS	10212024	10/25/2024	SANITATION OPEN PO FY24/25	505-3904-43780	434.82

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Payment Dates: 10/1/2024 - 10/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES I...	1JXF-PYG3-D4GT, 1KGH-T6PP-...	10/25/2024	OFFICE SUPPLIES	505-3904-44606	104.73
AMAZON CAPITAL SERVICES I...	1JXF-PYG3-D4GT, 1KGH-T6PP-...	10/25/2024	FIELD / CLEANING SUPPLIES -	505-3904-44607	245.48
BORDER RECAPING LLC / B...	24-0217176-003	10/25/2024	REPLENISH VARIOUS TRASH T...	505-3904-44607	696.60
JACKSON COMPACTION	31451	10/25/2024	REPAIRS /TRAVEL/PARTS/LAB...	505-3904-47420	14,800.75
XEROX CORP	6322770	10/25/2024	SOLID WASTE OPEN PO FY24/...	505-3904-43465	122.05
VERIZON WIRELESS	9976345687	10/25/2024	SANITATION OPEN PO FY24/25	505-3904-43775	166.99
MATTHEW GRANSBURY	PAY DATES 10/14/2024 - 10/2...	10/25/2024	DISABILITY PAY DATES 10/14/...	505-3904-40111	457.20
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	505-3904-41226	519.86
Fund 505 - Solid Waste Total:					133,641.23

Fund: 506 - WWTP

MIKE TORRES DBA CD TECHN...	1031	10/04/2024	IT SERVICE WASTE WATER OP...	506-4005-48598	568.44
SOUTHWEST FIRST AID AND S...	1140131850	10/04/2024	RESTOCK TUCK AND OFFICE FL...	506-4005-44615	200.32
NEW MEXICO GAS COMPANY ...	25SEPT2024	10/04/2024	VACUUM STATION OPEN PO F...	506-4005-43780	31.65
SILVERSKY, INC.	513005-SI	10/04/2024	WASTE WATER DEPT OPEN PO...	506-4005-43815	10.20
AIRVAC INC	90319220	10/04/2024	WW-VAC PUMP OIL & STOCK	506-4005-44607	1,424.30
CITY UTILITIES	C-D 10022024	10/04/2024	WASTE WATER DEPT CYCLE C...	506-4005-43780	11,284.11
AERZEN USA CORP	SEPI-24-005126	10/04/2024	DELT OIL FOR MIXERAT WWTP	506-4005-47420	499.51
XEROX CORP - OLD	022200420, 022200421, 0222...	10/10/2024	WASTEWATER XEROX EQUIP...	506-4005-43465	158.20
VILLAGE OF WILLIAMSBURG	093024	10/10/2024	SEWER RECEIPTS FY 2024 - 20...	506-4005-48798	4,437.36
LAS CRUCES LOCKSMITH	114948	10/10/2024	DOOR REPAIR AT WWTP OFFI...	506-4005-47415	860.00
TERI I CATES DBA TLC PEST C...	33703	10/10/2024	PEST CONTROL	506-4005-47425	341.37
DSI TECHNOLOGIES LLC DBA ...	342298	10/10/2024	WASTE WATER DEPT SHARP ...	506-4005-43465	22.15
NORTHERN TOOL & EQUIPME...	53980114, 53975282, 539779...	10/10/2024	W/WW- BASIC TOOLS FOR TR...	506-4005-44607	520.34
SMITHCO CONSTRUCTION INC	595-24-010	10/10/2024	476-478 MORGAN ST	506-4005-48598	5,743.88
EUROFINS ENVIRONMENTAL ...	8850007615	10/10/2024	LIQUID WASTE TESTING FOR F...	506-4005-44605	264.76
EUROFINS ENVIRONMENTAL ...	8850007986, 8850008310, 88...	10/10/2024	WEEKLY TESTING	506-4005-44605	1,851.16
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	506-4005-41226	134.48
OHM ELECTRIC	0000339	10/18/2024	ELECTRICAL WORK FOR WWTP	506-4005-47415	5,000.00
CHERRILL'S WESTERN APPAREL	046868	10/18/2024	PATRICK LOVEALL- 6 PAIRS OF...	506-4005-42620	300.00
CHERRILL'S WESTERN APPAREL	046868	10/18/2024	PATRICK LOVEALL- 1 PAIR WO...	506-4005-44615	179.00
BULLOCKS, INC.	0944, 4472, 4964, 9381, 6054,...	10/18/2024	W/WW-OPEN PO FOR SEPT F...	506-4005-44607	43.12
COVE ENVIRONMENTAL, LLC	111-3-24	10/18/2024	QUARTERLY TESTING FOR WA...	506-4005-44605	1,800.00
AMAZON CAPITAL SERVICES I...	11GK-WRVC-WKDG	10/18/2024	WHITEBOARD	506-4005-44606	22.22
AMAZON CAPITAL SERVICES I...	11GK-WRVC-WKDG	10/18/2024	HITCHES	506-4005-47420	58.76
SUN VALLEY INC	176760/6	10/18/2024	W/WW-OPEN PO FOR AUG 20...	506-4005-44607	2.94
SUN VALLEY INC	176848/6, 176916/6, 176955/...	10/18/2024	W/WW- OPEN PO FOR SEPT F...	506-4005-44607	277.52
AMAZON CAPITAL SERVICES I...	1H19-6N3V-WNL3, 1HCM-LRX...	10/18/2024	CAR FRESHENERS, CLOROX SP...	506-4005-44607	12.93
IWORQ SYSTEMS	205256	10/18/2024	MANAGEMENT SYSTEM FOR ...	506-4005-43815	1,580.83
B & H OIL CO.	56899, 57153	10/18/2024	OPEN PO FY 24-25 FOR DESIEL...	506-4005-43316	117.90
MORNING STAR SPORTS LLC	66172	10/18/2024	EMBROIDER REMOVAL	506-4005-42620	110.50
CITY UTILITIES	10102024	10/25/2024	WASTE WATER DEPT CYCLE A...	506-4005-43780	2,838.75
CITY UTILITIES	10152024	10/25/2024	WASTE WATER DEPT OPEN PO...	506-4005-43780	2,669.31
TDS	10212024	10/25/2024	WASTE WATER OPEN PO FY24...	506-4005-43780	434.82
NEWGEN STRATEGIES AND SO...	19858	10/25/2024	WA/WW COMPREHENSIVE SE...	506-4005-48598	1,056.62
IDEXX DISTRIBUTION, INC	3161548097	10/25/2024	TEST SUPPLIES FOR LAB	506-4005-44605	650.86
TESTON'S FREEWAY CHEVRON	6068	10/25/2024	FUEL FOR WASTE WATER DEP...	506-4005-43316	443.17
XEROX CORP	6322770	10/25/2024	WASTE WATER OPEN PO FY24...	506-4005-43465	244.11
EUROFINS ENVIRONMENTAL ...	8850009247	10/25/2024	WEEKLY TESTING	506-4005-44605	75.34
VERIZON WIRELESS	9976345687	10/25/2024	WASTE WATER DEPT OPEN PO...	506-4005-43775	408.01
BOOT BARN	INV00405108, INV00405107	10/25/2024	6 PAIRS OF JEANS & BOOTS F...	506-4005-42620	216.00
BOOT BARN	INV00405108, INV00405107	10/25/2024	6 PAIRS OF JEANS & BOOTS F...	506-4005-44615	179.99
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	506-4005-41226	153.62
Fund 506 - WWTP Total:					47,228.55

Fund: 508 - Golf Course

COUFAL-PRATER EQUIPMENT ...	13587409	10/04/2024	LIFT/LOWER LEVER FOR FAIR...	508-4303-44607	183.52
HELENA CHEMICALS	14164941	10/04/2024	25# BUCKET BENTGRASS SEED	508-4303-44607	350.00
AMAZON CAPITAL SERVICES I...	16DC-CWDW-WL6N	10/04/2024	WOMEN'S GOLF POLOS, WIN...	508-4303-42620	105.76
BANK OF AMERICA	16N9216699	10/04/2024	SERVSAFE ALCOHOL LICENSIN...	508-4303-42720	32.51
AMAZON CAPITAL SERVICES I...	1CWC-LWGC-WV31	10/04/2024	PAPER TOWEL DISPENSER BO...	508-4303-44606	38.96
AMAZON CAPITAL SERVICES I...	1RYN-JMD-RCG6, 1M7M-1T43...	10/04/2024	JEANS, SHIRTS FOR EMPLOYEE...	508-4303-42620	329.21

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANK OF AMERICA	8509	10/04/2024	CASH DRAWER, RECEIPT PRIN...	508-4303-44613	360.00
BANK OF AMERICA	NT=559487, PATCH-213659	10/04/2024	EMBROIDERED PATCHES, TRA...	508-4303-44607	368.31
AMAZON CAPITAL SERVICES I...	19D7-1DQK-VMKJ, 1LK7-MK...	10/10/2024	SODA, GATORADE, CHIPS, CA...	508-4303-44607	243.64
AMAZON CAPITAL SERVICES I...	1M7M-1T43-VNMY	10/10/2024	BASEBALL CAPS AND VISORS ...	508-4303-44607	487.80
DSI TECHNOLOGIES LLC DBA ...	342298	10/10/2024	GOLF COURSE SHARP OVERA...	508-4303-43465	34.13
B & H OIL CO.	57211	10/10/2024	DIESEL FUEL AND GASOLINE F...	508-4303-44607	1,486.13
NM RETIREE HEALTH CARE	PPE 2024-10-04	10/10/2024	PPE 2024-10-04	508-4303-41226	127.32
SUN VALLEY INC	177163/6, 177236/6, 177189/...	10/18/2024	OPEN PO SUN VALLEY SEPT 20...	508-4303-44607	938.73
BANK OF AMERICA	3296232905	10/18/2024	ANNUAL WEBSITE DOMAIN R...	508-4303-43740	143.88
RED WING SHOES OF LAS CRU...	5888	10/18/2024	WORK BOOTS EMPLOYEE RIC...	508-4303-42620	200.00
SIERRA AUTO/CARQUEST	6016-328690, 6016-328513	10/18/2024	OPEN PO SIERRA AUTO/CARQ...	508-4303-44607	226.74
SUPERIOR WEED AND PEST C...	000174	10/25/2024	FERTILIZER TREATMENT FOR T...	508-4303-44607	1,517.25
CITY UTILITIES	10102024	10/25/2024	GOLF COURSE CYCLE A&B OP...	508-4303-43780	2,257.62
TDS	10212024	10/25/2024	GOLF COURSE OPEN PO FY24/...	508-4303-43780	434.82
AMAZON CAPITAL SERVICES I...	1N16-7PGW-J3LH	10/25/2024	METAL SIGNS DRIVING RANGE...	508-4303-44607	292.93
XEROX CORP	6322770	10/25/2024	GOLF COURSE OPEN PO FY24/...	508-4303-43465	244.11
VERIZON WIRELESS	9976345687	10/25/2024	GOLF COURSE OPEN PO FY24/...	508-4303-43775	80.74
NM RETIREE HEALTH CARE	PPE 2024-10-18	10/25/2024	PPE 2024-10-18	508-4303-41226	113.82
Fund 508 - Golf Course Total:					10,597.93
Fund: 509 - Muni Airport					
CHAD ROSACKER DBA TECH 45...	1115	10/04/2024	MONTHLY MANAGEMENT FEE...	509-4403-48598	18,012.16
XEROX CORP - OLD	022200420, 022200421, 0222...	10/10/2024	AIRPORT XEROX EQUIPMENT ...	509-4403-43465	31.58
SIERRA ELECTRIC COOP INC	2154-10224	10/10/2024	OPEN PO FOR UTILITIES AT Ai...	509-4403-43780	842.83
KING'S LOCKSMITH	TCF001	10/10/2024	UNLOCKING F700/SC TO AIRP...	509-4403-47420	85.00
PINNACLE PROPANE	U1302326	10/10/2024	OPEN PO FY 24/25 FOR AIRP...	509-4403-43780	126.19
WINDSTREAM CORPORATION	10182024	10/25/2024	AIRPORT OPEN PO FY24/25	509-4403-43775	13.82
XEROX CORP	6322770	10/25/2024	AIRPORT OPEN PO FY24/25	509-4403-43465	48.83
VERIZON WIRELESS	9976345687	10/25/2024	AIRPORT OPEN PO FY24/25	509-4403-43775	124.31
Fund 509 - Muni Airport Total:					19,284.72
Fund: 600 - Internal Serv					
JOSE LUIS SIMENTAL SR	13696	10/10/2024	LIGHTS/LOCK OUT KIT	600-7003-44607	832.50
DSI TECHNOLOGIES LLC DBA ...	342298	10/10/2024	FLEET DEPT SHARP OVERAGE ...	600-7003-43465	14.69
MOHAWK LIFTS LLC	66407	10/10/2024	76,000LB MOBILE COLUMN LI...	600-7003-80845	51,887.53
MOHAWK LIFTS LLC	66407	10/10/2024	HIGH RISE STAND 10-THR	600-7003-80845	6,621.00
SIERRA AUTO/CARQUEST	6016-328649	10/18/2024	SHOP SUPPLIES -FILTER REST...	600-7003-44607	85.02
SIERRA AUTO/CARQUEST	6016-328651	10/18/2024	HUB CAPS	600-7003-44607	113.32
IWORQ SYSTEMS	204005	10/25/2024	INTERNET SOFTWARE	600-7003-43815	5,000.00
XEROX CORP	6322770	10/25/2024	FLEET DEPT OPEN PO FY24/25	600-7003-43465	73.23
Fund 600 - Internal Serv Total:					64,627.29
Grand Total:					1,350,388.13

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	216,431.84
201 - Corrections	2,640.00
209 - Fire	5,898.32
211 - Law Enforce Prot	16,341.45
214 - Lodgers Tax	18,497.63
216 - Muni Street	43,029.82
260 - Fiscal Recovery Funds	3,077.42
294 - State Library	782.27
295 - Muni Pool	3,484.45
296 - PD GRT	2,873.13
303 - Vet Wall	236.38
304 - Senior Grants	11,921.25
312 - R&R Airport	60,297.24
315 - CI Reserve	2,166.29
370 - WATER TRUST BOARD PROJECTS	28,929.37
403 - Pledge State	32,486.81
501 - Cemetery	871.34
502 - Util Office - Pool	19,993.72
503 - Electric	544,124.60
504 - Water	60,925.08
505 - Solid Waste	133,641.23
506 - WWTP	47,228.55
508 - Golf Course	10,597.93
509 - Muni Airport	19,284.72
600 - Internal Serv	64,627.29
Grand Total:	1,350,388.13

Account Summary

Account Number	Account Name	Payment Amount
101-1000-42720	EMPLOYEE TRAINING-G...	195.00
101-1000-43316	GAS & OIL	40.00
101-1000-43597	ATTORNEY FEES-GOVER...	4,044.81
101-1000-43598	PROFESSIONAL SERV-G...	6,476.26
101-1000-43740	PRINTING AND PUBLISH...	355.60
101-1000-60725	GRANTS TO SUB-RECIPI...	4,712.50
101-1001-41226	RETIREE INSURANCE	278.37
101-1001-43465	RENT OF EQUIPMENT	1,087.11
101-1001-43740	PRINTING/PUBLISHING	311.43
101-1001-43770	SUBSCRIPTION & DUES	23.17
101-1001-43775	TELEPHONE	279.98
101-1001-44606	OFFICE SUPPLIES	975.24
101-1003-41226	RETIREE INSURANCE	265.48
101-1003-43465	RENT OF EQUIPMENT	671.98
101-1003-43775	TELEPHONE	350.23
101-1004-41226	RETIREE INSURANCE	760.22
101-1004-42720	EMPLOYEE TRAINING-A...	800.00
101-1004-43316	GAS & OIL	15.61
101-1004-43465	RENT OF EQUIPMENT	424.70
101-1004-43740	PRINTING/PUBLISHING	387.78
101-1004-43775	TELEPHONE	252.63
101-1004-44606	OFFICE SUPPLIES	1,815.65
101-1004-44613	NON-CAPITAL ITEMS	1,118.00
101-1004-48599	OTHER CONTRACTUAL S...	1,017.80
101-1006-41226	RETIREE INSURANCE	322.76
101-1006-43316	GAS & OIL	60.05
101-1006-43775	TELEPHONE	110.64
101-1006-44607	FIELD SUPPLIES	245.95

Account Summary

Account Number	Account Name	Payment Amount
101-1006-48598	PROFESSIONAL SERVICES	772.70
101-1007-41226	RETIREE INSURANCE	2,581.15
101-1007-43316	GAS & OIL	7,282.26
101-1007-43465	RENT OF EQUIPMENT	1,141.86
101-1007-43740	PRINTING/PUBLISHING	396.11
101-1007-43775	TELEPHONE	2,169.60
101-1007-43815	SOFTWARE	118.00
101-1007-47420	MAINTENANCE VEHICLE...	724.70
101-1007-48599	OTHER CONTRACTUAL S...	45,568.25
101-1008-41226	RETIREE INSURANCE	246.14
101-1008-42620	UNIFORMS LINEN-CODE ...	901.42
101-1008-42720	EMPLOYEE TRAINING-C...	334.94
101-1008-43316	GAS & OIL	414.10
101-1008-43775	TELEPHONE	346.73
101-1008-44606	OFFICE SUPPLIES	138.24
101-1008-44615	SAFETY EQUIPMENT	671.84
101-1008-47420	MAINTENANCE VEH/EQU..	129.22
101-1009-41226	RETIREE INSURANCE	203.29
101-1009-42720	EMPLOYEE TRAINING-M...	167.24
101-1009-43316	GAS & OIL	445.67
101-1009-43465	RENT OF EQUIPMENT	1,244.11
101-1009-43775	TELEPHONE	146.13
101-1009-44607	FIELD SUPPLIES-MUNI R...	1,019.33
101-1009-47415	MAINTENANCE--REPAIRS..	900.00
101-1009-47420	MAINTENANCE VEHICLE...	265.99
101-1009-48598	PROFESSIONAL SERVICES	825.20
101-1010-41226	RETIREE INSURANCE	201.32
101-1010-43775	TELEPHONE	69.44
101-1010-44606	OFFICE SUPPLIES	140.36
101-1010-48598	PROFESSIONAL SERVICES	10,589.94
101-1011-41226	RETIREE INSURANCE	539.57
101-1011-43775	TELEPHONE	152.52
101-1012-41226	RETIREE INSURANCE	320.96
101-1012-43316	GAS & OIL	216.43
101-1012-43403	REGULAR BUILDING MA...	23,425.00
101-1012-43465	RENT OF EQUIPMENT	64.69
101-1012-43775	TELEPHONE	86.76
101-1012-44607	FIELD SUPPLIES-FLEET M...	272.96
101-1012-44615	SAFETY EQUIPMENT	600.00
101-1012-47420	MAINTENANCE-VEHICLE...	180.00
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-42720	EMPLOYEE TRAINING	167.24
101-1013-43316	GAS & OIL	107.57
101-1014-41226	RETIREE INSURANCE	432.62
101-1014-43316	GAS & OIL	880.35
101-1014-43403	REGULAR BUILDING MA...	1,074.00
101-1014-43465	RENT OF EQUIPMENT	88.98
101-1014-43775	TELEPHONE	121.41
101-1014-44607	FIELD SUPPLIES-FACILITY...	696.87
101-1014-47410	MAINTENANCE CONTRA...	48.82
101-1014-47420	MAINTENANCE-VEHICLE...	5,507.04
101-1016-41226	RETIREE INSURANCE	403.32
101-1017-48599	OTHER CONTRACTUAL S...	43,434.32
101-1018-43780	UTILITIES	21,679.30
101-1018-43815	SOFTWARE LIC/SOFTWA...	132.60
101-1018-48598	PROFESSIONAL SERVICES	7,389.68
101-1099-34348	RENT OF PUBLIC FACILIT...	700.00
201-1903-48710	CARE OF PRISONERS-CO...	2,640.00

Account Summary

Account Number	Account Name	Payment Amount
209-1603-43316	GAS & OIL	46.40
209-1603-43465	RENT OF EQUIPMENT	498.08
209-1603-43775	TELEPHONE	531.59
209-1603-43780	UTILITIES	998.40
209-1603-44615	SAFETY EQUIPMENT	1,068.48
209-1603-47420	MAINTENANCE VEHICLE...	2,755.37
211-2003-42535	EMPLOYEE TRAINING	7,384.03
211-2003-44573	UNIFORM & EQUIPMENT	1,475.50
211-2003-44607	FIELD SUPPLIES	1,021.31
211-2003-44615	SAFETY EQUIPMENT	2,036.00
211-2003-80810	OTHER CAPITAL EQUIPM...	4,424.61
214-2503-44607	FIELD SUPPLIES	2,057.38
214-2540-60725	SUB-RECIPIENTS (40%)	16,120.94
214-2560-60725	SUB-RECIPIENTS (60%)	319.31
216-4503-42620	UNIFORM LINEN-MUNI ...	485.92
216-4503-43316	GAS & OIL	3,271.96
216-4503-43465	RENT OF EQUIPMENT	192.75
216-4503-43550	ROADWAY MAINTENAN...	21,653.62
216-4503-43770	SUBSCRIPTION & DUES	5,538.00
216-4503-44607	FIELD SUPPLIES-STREETS	429.99
216-4503-47420	MAINT.VEHICLE/FURN/...	480.62
216-7018-48598	Professional Serv/Contra...	799.61
216-7023-43550	ROADWAY MAINTENAN...	2,273.20
216-7026-48598	Professional Serv/Contra...	7,904.15
260-7031-48598	Professional Serv/Contra...	3,077.42
294-5003-43465	RENT OF EQUIPMENT	513.02
294-5003-43775	TELEPHONE	169.30
294-5003-60834	STATE LIBRARY GRANT-S...	99.95
295-4803-41226	RETIREE INSURANCE	80.20
295-4803-43403	REGULAR BUILDING MA...	1,080.00
295-4803-43465	RENT OF EQUIPMENT	48.82
295-4803-43775	TELEPHONE	110.13
295-4803-43780	UTILITIES-MUNI POOL	2,165.30
296-2403-44613	NON-CAPITAL ITEMS	824.08
296-2403-48598	PROFESSIONAL SERVICES	2,049.05
303-4703-43775	TELEPHONE	236.38
304-4903-43403	REGULAR BUILDING MA...	11,921.25
312-7024-47415	MAINTENANCE--REPAIRS..	57,985.10
312-7028-44607	FIELD SUPPLIES	2,312.14
315-8010-48598	Professional Serv/Contra...	2,166.29
370-7019-80847	ROADWAYS AND BRIDG...	28,929.37
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.75
403-1203-12972	DW-4794	3,130.37
403-1203-90910	DEBT SERVICE INTEREST	21,067.11
501-1803-43780	UTILITIES	871.34
502-3601-41226	RETIREE INSURANCE	393.36
502-3601-43316	GAS & OIL	69.00
502-3601-43465	RENT OF EQUIPMENT	1,265.33
502-3601-43735	POSTAGE & MAIL SERVI...	15,000.00
502-3601-43740	PRINTING/PUBLISHING	2,037.20
502-3601-43775	TELEPHONE	193.26
502-3601-43780	UTILITIES	628.32
502-3601-44606	OFFICE SUPPLIES	407.25
503-3702-41226	RETIREE INSURANCE	842.28
503-3702-42720	EMPLOYEE TRAINING-EL...	206.53
503-3702-43316	GAS & OIL	1,304.38
503-3702-43465	RENT OF EQUIPMENT	232.31

Account Summary

Account Number	Account Name	Payment Amount
503-3702-43740	PRINTING/PUBLISHING	111.77
503-3702-43770	SUBSCRIPTION & DUES	2,151.95
503-3702-43775	TELEPHONE	250.36
503-3702-43780	UTILITIES	6,376.76
503-3702-43815	SOFTWARE LIC/SOFTWA...	10.20
503-3702-44606	OFFICE SUPPLIES	35.92
503-3702-44607	FIELD SUPPLIES	135,112.23
503-3702-47420	MAINTENANCE-VEHICLE...	546.44
503-3702-48598	PROFESSIONAL SERVICES	22,607.86
503-3702-50795	WHOLESALE POWER CO...	374,335.61
504-3803-41226	RETIREE INSURANCE	845.16
504-3803-43316	GAS & OIL	2,350.67
504-3803-43465	RENT OF EQUIPMENT	48.82
504-3803-43775	TELEPHONE	262.67
504-3803-43780	UTILITIES	15,000.39
504-3803-43797	WATER CONSERVATION...	1,492.98
504-3803-43815	SOFTWARE LIC/SOFTWA...	10,346.59
504-3803-44605	CHEMICALS/LABORATO...	400.00
504-3803-44606	OFFICE SUPPLIES	46.13
504-3803-44607	FIELD SUPPLIES-WATER ...	5,465.95
504-3803-44615	SAFETY EQUIPMENT	2,664.53
504-3803-47415	MAINTENANCE--REPAIRS..	860.00
504-3803-47420	MAINTENANCE-VEHICLE...	758.76
504-3803-47421	MAINTENANCE EQUIPM...	378.22
504-3803-48598	PROFESSIONAL SERVICES	20,004.21
505-3904-40111	Salaries & Wages	3,265.71
505-3904-41226	RETIREE INSURANCE	1,079.11
505-3904-42620	UNIFORM/LINEN-SOLID...	3,400.88
505-3904-43316	GAS & OIL	4,038.47
505-3904-43465	RENT OF EQUIPMENT	163.83
505-3904-43775	TELEPHONE	166.99
505-3904-43780	UTILITIES	1,667.64
505-3904-43815	SOFTWARE LIC/SOFTWA...	10.20
505-3904-44606	OFFICE SUPPLIES	104.73
505-3904-44607	FIELD SUPPLIES-SOLID ...	2,366.48
505-3904-45601	WASTE DISPOSAL	86,536.01
505-3904-47420	MAINTENANCE-VEHICLE...	17,668.19
505-3904-48598	PROFESSIONAL SERVICES	568.44
505-3904-48599	OTHER CONTRACTUAL S...	12,604.55
506-4005-41226	RETIREE INSURANCE	288.10
506-4005-42620	UNIFORM/LINEN-WAST...	626.50
506-4005-43316	GAS & OIL	561.07
506-4005-43465	RENT OF EQUIPMENT	424.46
506-4005-43775	TELEPHONE	408.01
506-4005-43780	UTILITIES	17,258.64
506-4005-43815	SOFTWARE LIC/SOFTWA...	1,591.03
506-4005-44605	CHEMICALS/LABORATO...	4,642.12
506-4005-44606	OFFICE SUPPLIES	22.22
506-4005-44607	FIELD SUPPLIES-WASTE...	2,281.15
506-4005-44615	SAFETY EQUIPMENT	559.31
506-4005-47415	MAINTENANCE--REPAIRS..	5,860.00
506-4005-47420	MAINTENANCE-VEHICLE...	558.27
506-4005-47425	OTHER MAINTENANCE-...	341.37
506-4005-48598	PROFESSIONAL SERVICES	7,368.94
506-4005-48798	VILLAGE OF WILLIAMSB...	4,437.36
508-4303-41226	RETIREE INSURANCE	241.14
508-4303-42620	UNIFORMS/LINEN	634.97
508-4303-42720	EMPLOYEE TRAINING	32.51

Account Summary

Account Number	Account Name	Payment Amount
508-4303-43465	RENT OF EQUIPMENT	278.24
508-4303-43740	PRINTING/PUBLISHING	143.88
508-4303-43775	TELEPHONE	80.74
508-4303-43780	UTILITIES	2,692.44
508-4303-44606	OFFICE SUPPLIES	38.96
508-4303-44607	FIELD SUPPLIES	6,095.05
508-4303-44613	NON-CAPITAL ITEMS	360.00
509-4403-43465	RENT OF EQUIPMENT	80.41
509-4403-43775	TELEPHONE	138.13
509-4403-43780	UTILITIES	969.02
509-4403-47420	MAINTENANCE VEH/EQU..	85.00
509-4403-48598	PROFESSIONAL SERVICES	18,012.16
600-7003-43465	RENT OF EQUIPMENT	87.92
600-7003-43815	SOFTWARE LIC/SOFTWA...	5,000.00
600-7003-44607	FIELD SUPPLIES	1,030.84
600-7003-80845	CAPITAL IMPROVEMENT...	58,508.53
Grand Total:		1,350,388.13

Project Account Summary

Project Account Key	Payment Amount
None	1,350,388.13
Grand Total:	1,350,388.13



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: F.5

SUBJECT: Take Home Vehicle Form
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 8, 2024
SUBMITTED BY: Angela A. Torres
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle request is for Nathaniel Rodriguez in the Police Department. Nathaniel's commute is 152 miles.

Recommendation:

Approve take home vehicle forms.

Attachments:

• -
-

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-13-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: G.1

SUBJECT: Discussion/Action - Publication of Ordinance 766 Amending the City of Truth or Consequences Municipal Code of Ordinances, Amending Chapter 11 Pertaining to Solid Waste.

DEPARTMENT: Recycling and Waste Collection

DATE SUBMITTED: November 7, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Wesley Myers – Sanitation Foreman

Summary/Background:

Staff is requesting to revise the Ordinance to remove the Exempt Application Fee

Recommendation:

Approve Ordinance 766 for Publication

Attachments:

- Ordinance 766
-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-13-14

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 766

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, AMENDING CHAPTER 11 PERTAINING TO SOLID WASTE

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

Section one. That Chapter 11 of the Code of Ordinances of the City of Truth or Consequences
be amended so that such Chapter shall read as follows:

CHAPTER 11 RECYCLING & WASTE COLLECTION CENTER

ARTICLE I. IN GENERAL

Sec. 11-1. Definitions.

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

City means and includes the City, its duly authorized agents, contractors, servants,
employees, or licensees.

Refuse means any garbage, rejected or waste food, offal, swill, carrion, ashes, dirt, slop,
wastepaper, trash, rubbish, waste, or unwholesome material excepting, however, recognizable
industrial byproducts.

(Code 1962, § 8-3-1)

Sec. 11-2. Police power exercised.

This chapter shall be deemed an exercise of the police power of the City acting in its
governmental capacity for the protection and preservation of health, welfare, safety, and
cleanliness; and all of its provisions shall be liberally construed for the accomplishment of that
purpose. All persons having City water or electric connection shall also be liable for garbage
collection fees, if garbage collection is available.

(Code 1962, §8-3-2)

Sec. 11-3. City to haul refuse.

The City shall have the exclusive right to gather and collect refuse, and it shall be unlawful
for any person, except as otherwise provided in this chapter, to collect or gather refuse.

(Code 1962, § 8-3-3)

Sec. 11-4. Business License---Required.

It shall be unlawful for business other than the City to collect or convey through, over, or under any street or alley any refuse, for persons other than themselves, without first securing a business license from the City. The City Commission shall set the license fee by Resolution.

(Code 1962, § 8-3-4; Ord. No. 593, § 1, 10-14-08)

Sec. 11-5. Same---Revocation.

Any person hauling refuse under a business license issued by the City shall dispose of such refuse in a safe and sanitary manner and shall obey the ordinances of the City and the laws of the State of New Mexico as well as the rules and regulations of the Governing Body of the City with regard to the storage and disposal of refuse. Failure to obey the noted ordinances, laws, or rules and regulations shall be grounds for revocation of the business license issued by the City.

(Code 1962, § 8-3-5)

Sec. 11-6. Containers-Requirements.

- (a) It shall be unlawful for any owner or occupant of any public or private premises to permit the accumulation upon such premises of any refuse except in covered containers approved by the City. These containers shall be maintained in a sanitary condition at all times and shall be kept on a rack or in some location which will prevent the containers from being overturned by animals. City-furnished containers must be used where available and as designated by the City.
- (b) The City-owned containers shall be the only containers used. Construction demolition material, including scrap metal, rocks, bricks, large organic yard debris, household furnishings, or large utility appliances, hazardous waste, special waste, burn barrels, ash waste, medical or infectious waste, sludge waste or livestock manure, dead animals, or mortality waste, asbestos pipes, or residues, automotive fluids, are NOT allowed in or around residential or commercial solid waste containers. Only regular household/business refuse and small organic yard debris shall be deposited in the City-owned containers. All allowable refuse placed in containers must be bagged. A cleaning fee may be imposed if loose wet refuse is deposited in a city-owned container.
- (c) All container lids will need to be closed. No items, bagged, bundled, or otherwise may be placed for pick up outside of the container.

(Code 1962, § 8-3-6)

Sec. 11-7. Same---City handling; scavengers prohibited; penalty.

- (a) It shall be unlawful for any person other than the City to interfere in any manner with any receptacle intended for the purpose of receiving and holding refuse, to remove any such receptacle, or to remove anything from any such receptacle unless such item was deposited there accidentally by the person removing the item. Scavenger activities are prohibited, and

in addition, it shall be unlawful for any person to climb into, disturb, or enter any such containers furnished by the City, except insofar as necessary to deposit refuse therein.

(b) Any person who violates any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as follows:

(1) First offense \$25.00

(2) Second offense \$100.00

(3) Third and subsequent offenses \$200.00

Scavenger activities, including poking and hunting through refuse previously deposited in City-owned containers, shall be considered a separate offense for each such container so disturbed.

(c) In addition to the foregoing misdemeanor fines, the City may collect a civil penalty for cleaning each garbage container disturbed by scavengers.

(Code 1962, § 8-3-7)

Sec.11-8. Governing Body to make rules and regulations.

The Governing Body of the City shall have the power to make rules and regulations for the storage and disposal of refuse to effectuate and facilitate the provisions of this chapter.

(Code 1962, § 8-3-8)

Sec. 11-9. Accumulation of refuse prohibited.

It shall be unlawful for any person to deposit, collect, or accumulate or permit the deposit, collection, or accumulation of any refuse within the City.

(Code 1962, § 8-3-9)

Sec. 11-10. Collection fees.

Collection fees shall be set by the City Commission.

(3) *Reserved*

(4) *Reserved.*

(Code 191>2, § 8-3-11; Ord. No. 405, 2-8-93; Ord. No. 411, 1-10-94; Ord. No. 454, § 1, 3-23-98; Ord. No. 477, § 1, 7-24-00; Ord. No. 495, § 1, 7-9-01; Ord. No. 503, § 1, 11-26-01; Ord. No. 510, § 1, 3-11-02; Ord. No. 519, § 1, 6-10-02; Ord. No. 522, § 1, 11-12-02; Ord. No. 544, 7-25-05; Ord. No. 547, 10-24-05; Ord. No. 630, § 1, 11-13-12; Ord. No. 647, § 1, 11-12-13)

Editor's note(s)-Ord. No. 630, § 1, adopted Nov. 13, 2012, changed the title of § 11-10 from "Collection fees generally" to "Collection fees."

Sec. 11-11. Payment; when due.

All collection fees shall be payable at the utility offices of the City of Truth or Consequences on a monthly basis. All fees assessed for collection shall become delinquent 90 days after the due date. The City Clerk shall, at the end of each quarter of the year, prepare an assessment roll in accordance with state law.

(Code 1962, § 8-3-12)

Sec. 11-12. Delinquency; lien, generally; business establishments.

The City shall adhere to the provisions of City Ordinances 14-51 (past due charges) and 14-53 (Declaration of Lien and Recovery of Past Due Bills).

(Code 1962, § 8-3-13)

Sec. 11-13. Charge for release of lien.

The City shall adhere to the provisions of City Ordinances 14-51 (past due charges) and 14-53 (Declaration of Lien and Recovery of Past Due Bills).

(Code 1962, § 8-3-14)

Sec. 11-14. Residential/commercial poly-carts and dumpsters.

Garbage and refuse containers (poly-carts/dumpsters) shall be provided by the City to applicable account holders and shall be made of metal or plastic with tight-fitting covers.

Residential customers: The City shall provide one minimum 96 gallon container to each applicable account holder in the order determined by the Recycling & Waste Collection Center. Additional containers may be provided at the rate per month set by Resolution. Residential accounts will be serviced one (1) time per week.

Commercial containers: The City shall provide either one minimum 96 gallon container or size appropriate dumpster(s) as determined by the Recycling & Waste Collection Center. Additional containers may be provided at the current adopted rate set by Resolution. Commercial accounts will be serviced a minimum of one (1) time per week at the current adopted rate set by resolution.

(Ord. No. 636, § 1, 4-9-13; Ord. No. 648, 11-12-13)

Editor's note(s)-Ord. No. 648, adopted Nov. 12, 2013, changed the title of § 11-14 from "Solid waste collection center fees" to "Residential/commercial poly-carts and dumpsters."

Sec. 11-14.1. Collection Practices.

(a) ~~*Precollection practices.*~~

- (1) All residential and commercial users shall comply with the rules and regulations established by the City for the use, care and location of solid waste containers and

shall keep the lids and covers furnished for such containers closed at all times except when they are being filled, emptied or cleaned. All garbage and refuse containers provided by the City shall be kept in neat and sanitary condition at all times. Containers shall be only loaded in such a manner as they will self-empty when inverted.

- (2) Construction demolition material, including scrap metal, rocks, bricks, organic yard debris, household furnishings, or large utility appliances, hazardous waste, special waste, burn barrels, ash waste, medical or infectious waste, sludge waste or livestock manure, dead animals, or mortality waste, asbestos pipes, or residues, automotive fluids, are NOT allowed in residential or commercial solid waste containers. Only regular household/business bagged garbage shall be deposited in the City-owned containers.
 - (3) No person shall remove for their own use, someone else's receptacle. To do so, shall result in fines and penalties and could be prosecuted to the fullest extent of the law. It is unlawful for any person to deposit, or cause to be deposited, any refuse in any container that he/she does not own or is not entitled to use as a tenant (article II, utility department, section 14-31, taking service-without authority). All receptacles are assigned by property address. Owners of multiple addresses are not allowed to exchange or remove to/from their other properties for usage.
 - (4) The owner, occupant, tenant, or lessee of each premises shall store the containers (poly-cart) on their property for the purpose of and in such a manner to keep the containers from being overturned or upset and the bagged contents scattered. This will also keep the sidewalks and sides of the streets clear. Containers are to be placed at the designated pick up area on assigned pick up day only. It is the responsibility of the account holder to notify the utility department when vacating premises so that the assigned containers will be removed by the Sanitation Department. Failure to do so could result in a replacement charge to the account holder.
 - (5) It is unlawful to maliciously damage any refuse container owned by the City. Any person that damages any container provided for the residential or commercial users shall be liable to the City for the cost of repair or replacement of such container at the current market rate including freight for such container. It is prohibited for any person, including children, to be on or in sanitation containers. All account holders shall be responsible for lost, stolen or burnt poly- carts. Replacement poly-carts are available at the current adopted rate. The City shall be entitled to seek restitution for all maintenance repairs or loss occasioned by the negligent or intentional acts of third parties from such responsible third parties. Replacement poly-carts will require a security deposit amount of which to be determined by current replacement rate (article II, utility department, section 14-37, security deposits, payment guarantees).
- (b) *Collection day.* On the day curbside collection is scheduled for any premises, or not earlier than 6:00 p.m. of the night before collection is scheduled, the container may be placed at curb unless otherwise specified by the Recycling & Waste Collection Center. The container may be placed at the edge of the resident's property, next to the street and front of poly-cart

facing the street. There must be a minimum of five feet of clearance from parked vehicles, street signs, lampposts, trees, mailboxes and other obstructions. Containers must be set apart a minimum of 16 inches. The containers, when placed at curbside, shall not interfere with pedestrian or vehicular traffic. Accounts will be serviced one (1) time per week. Only regular household/business bagged garbage shall be deposited in the City owned containers. All container lids will need to be closed or will result in a no service/delay of service and will be charged an additional fee, set by resolution if dispatched back on said route. Collection will begin at 6:30 a.m. Monday through Friday in an order determined by the Recycling & Waste Collection Center. It shall be the responsibility of the resident to deliver the container(s) to such point for collection and return the empty container(s) from such points to the usual place of storage, within 24 hours of collecting. No items, bagged, bundled or otherwise may be placed for pick up outside of the container(s).

(Ord. No. 648, 11-12-13)

Sec. 11-14.2. Exempt service collection ~~-Application Fee~~

Exempt service collection means the resident is physically unable and does not have anyone else at the residence to roll the poly-cart(s) to the curb or designated location for collection.

To qualify for Exempt Service Collection the resident must:

- ~~Have a physical impairment~~ **Be incapacitated** preventing you from rolling the carts to the curb or specified collection point **without any risk to existing health.**
- Submit the completed application to the Solid Waste Department (see application for submission options). ~~together with an Application Fee.~~
- Not have any other occupant or long-term guest residing in the home with the ability to roll the cart to the curb or specified collection point. **If an additional occupant resides in the home or long-term guest, they must also qualify and apply for exempt services.**
- Have your physician complete the physician's section of the application and return to the Solid Waste Department.

Within one week of receiving the request for Exempt Service Collection, a representative from the Solid Waste Department will contact you by phone and schedule an appointment to meet at your residence for inspection and completion of the Exempt Collection Service Application. At that meeting he/she will confirm the members of your household and accept or deny your application. Upon acceptance of your application, he/she will advise you of the proper location for your poly-cart(s).

Your cart's location must be:

- In front of or beside your residence.
- Less than 100 feet from the street.
- Visible from the street.
- Out of danger of any dogs.

Applications must be renewed by July 1 of each year or Exempt Service Collection will stop until such application has been renewed and approved. Approved applicants will need to notify the Recycling and Waste Collection Center/Utility office within 10 days to update new address information or change in occupancy assistance. Random inspections may be conducted to verify Exempt Services are still valid according to ordinance guidelines.

Exempt Service Collection shall not be provided for persons who have not complied with the above requirements of this section.

Customers receiving Exempt Service Collection are subject to all collection fees set by resolution.

(Ord. No. 648, 11-12-13)

Sec. 11-15. Reserved.

Sec. 11-16. Disposal fees for residential/commercial haulers and for the roll-off from the Sierra County Convenience Center is hereby repealed as shown below.

(Ord. No. 631, § 1, 11-27-12)

Sec. 11-16 Reserved.

Secs. 11-17-11-35. Reserved.

ARTICLE II. RESERVED¹

Secs. 11-36-11-54. Reserved.

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

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

ROLF HECHLER – Mayor

ATTEST:

ANGELA A. TORRES, CMC, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: G.2

SUBJECT: Discussion/Action - Amendment to Resolution No. 05 24/25 Establishing Solid Waste and Recycling Service and Collection Center Rates for the City of Truth or Consequences

DEPARTMENT: Community Development

DATE SUBMITTED: November 8, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Wesley Myers, Sanitation Foreman

Summary/Background:

Staff is requesting to amend the resolution to remove the exempt service application fees.

Recommendation:

Approve resolution

Attachments:

- Resolution 5 24/25
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-13-14



RESOLUTION NO. 05 24/25

A RESOLUTION ESTABLISHING SOLID WASTE AND RECYCLING SERVICE AND COLLECTION CENTER RATES FOR THE CITY OF TRUTH OR CONSEQUENCES

WHEREAS, the City of Truth or Consequences owns and operates the Truth or Consequences Sanitation Department and Recycling and Solid Waste Collection Center and is responsible for establishing fees and other charges; and

WHEREAS, The City procured a rate study to update the rates for the Sanitation Department and Recycling and Solid Waste Collection Center; and

WHEREAS, the goal of the rate study is to gradually work towards equitable cost of service across all classes of Solid Waste and Recycling service and collection; and

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Truth or Consequences:

1. The Solid Waste and Recycling Service and Collection fees as set forth in Exhibit "A and B" attached hereto and incorporated herein by this resolution, will be effective December 1, 2024, and annually thereafter July 1st.
2. ~~Exempt Service Application Fee—\$25.00 Annually—Must be renewed July 1 of each year for continued service.~~
3. The Truth or Consequences Board of Commission or Designee may review the fees set forth in Exhibit A and B annually.

PASSED, APPROVED AND ADOPTED on this 13th day of November 2024.

Rolf Hechler, Mayor

Angela Torres, City Clerk-Treasurer

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Dumpster Proposed Rates

EXHIBIT A

Rates are applied per dumpster times the amount of collections per week

FY 2025 Refuse Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 69.57	\$ 88.45	\$ 123.29	\$ 158.13	\$ 192.96	\$ 227.80	
3	\$ 69.57	\$ 96.99	\$ 136.11	\$ 175.22	\$ 214.34	\$ 253.45	

FY 2025 Recycling Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 30.00	\$ 60.00	\$ 90.00	\$ 120.00	\$ 150.00	\$ 180.00	
3	\$ 30.00	\$ 60.00	\$ 90.00	\$ 120.00	\$ 150.00	\$ 180.00	

FY 2026 Refuse Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 74.79	\$ 95.08	\$ 132.53	\$ 169.98	\$ 207.44	\$ 244.89	
3	\$ 74.79	\$ 104.27	\$ 146.32	\$ 188.37	\$ 230.41	\$ 272.46	

FY 2026 Recycling Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 31.50	\$ 63.00	\$ 94.50	\$ 126.00	\$ 157.50	\$ 189.00	
3	\$ 31.50	\$ 63.00	\$ 94.50	\$ 126.00	\$ 157.50	\$ 189.00	

FY 2027 Refuse Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 80.40	\$ 102.21	\$ 142.47	\$ 182.73	\$ 223.00	\$ 263.26	
3	\$ 80.40	\$ 112.09	\$ 157.29	\$ 202.49	\$ 247.69	\$ 292.90	

FY 2027 Recycling Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 33.08	\$ 66.15	\$ 99.23	\$ 132.30	\$ 165.38	\$ 198.45	
3	\$ 33.08	\$ 66.15	\$ 99.23	\$ 132.30	\$ 165.38	\$ 198.45	

FY 2028 Refuse Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 86.43	\$ 109.88	\$ 153.16	\$ 196.44	\$ 239.72	\$ 283.00	
3	\$ 86.43	\$ 120.50	\$ 169.09	\$ 217.68	\$ 266.27	\$ 314.86	

FY 2028 Recycling Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 34.73	\$ 69.46	\$ 104.19	\$ 138.92	\$ 173.64	\$ 208.37	
3	\$ 34.73	\$ 69.46	\$ 104.19	\$ 138.92	\$ 173.64	\$ 208.37	

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Collection Center Proposed Rates

Exhibit B

FY 2025

	Minimum Fee (lbs tiers)					Per Ton
Residential	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
MSW	\$ 9.00	\$ 18.00	\$ 27.00	\$ 36.00	\$ 54.00	\$ 90.00
Yard waste	\$ 9.00	\$ 18.00	\$ 27.00	\$ 36.00	\$ 54.00	\$ 90.00

	Minimum Fee (lbs tiers)					Per Ton
Commercial	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
C&D	\$ 9.00	\$ 18.00	\$ 27.00	\$ 36.00	\$ 54.00	\$ 90.00
Yard waste	\$ 9.00	\$ 18.00	\$ 27.00	\$ 36.00	\$ 54.00	\$ 90.00

	Minimum Fee (lbs tiers)					Per Ton
Tree Branches	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
	\$ 9.00	\$ 18.00	\$ 27.00	\$ 36.00	\$ 54.00	\$ 90.00

FY 2026

	Minimum Fee (lbs tiers)					Per Ton
Residential	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
MSW	\$ 10.50	\$ 21.00	\$ 31.50	\$ 42.00	\$ 63.00	\$ 105.00
Yard waste	\$ 10.50	\$ 21.00	\$ 31.50	\$ 42.00	\$ 63.00	\$ 105.00

	Minimum Fee (lbs tiers)					Per Ton
Commercial	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
C&D	\$ 10.50	\$ 21.00	\$ 31.50	\$ 42.00	\$ 63.00	\$ 105.00
Yard waste	\$ 10.50	\$ 21.00	\$ 31.50	\$ 42.00	\$ 63.00	\$ 105.00

	Minimum Fee (lbs tiers)					Per Ton
Tree Branches	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
	\$ 10.50	\$ 21.00	\$ 31.50	\$ 42.00	\$ 63.00	\$ 105.00

FY 2027

	Minimum Fee (lbs tiers)					Per Ton
Residential	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
MSW	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00
Yard waste	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00

	Minimum Fee (lbs tiers)					Per Ton
Commercial	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
C&D	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00
Yard waste	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00

	Minimum Fee (lbs tiers)					Per Ton
Tree Branches	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00

FY 2028

	Minimum Fee (lbs tiers)					Per Ton
Residential	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
MSW	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00
Yard waste	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00

	Minimum Fee (lbs tiers)					Per Ton
Commercial	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
C&D	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00
Yard waste	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00

	Minimum Fee (lbs tiers)					Per Ton
Tree Branches	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: G.3

SUBJECT: Discussion/Action -Resolution No. 21 24/25 CIF-6441 Colonias Infrastructure Project Loan Grant Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: November 6, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

The City Commission approved Resolution 04 24/25 accepting a funding award from NMFA CIF in the amount of \$4,400,000.00. This Resolution is the execution of the Loan/Grant Agreement documents.

Funds will be used for Water System Improvements - Design and construction of waterline improvements to replace the deteriorated and failed waterlines

Recommendation:

Approve Resolution 21 24/25 and execute documents

Attachments:

- NMFA CIF Loan/Grant Agreement Package
- Project Map/Scope Slide

Fiscal Impact (Finance): Yes

Grant - \$3,960,000.00/Loan \$440,000.00/Cash Match \$440,000.00

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-13-24

Critical Waterline Replacement

Funded by NMFA CIF

\$4,840,000.00

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

Jan 2024/Nov 2024

Recommended for Funding – Not yet Awarded

FULL PROJECT SCOPE:

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

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

Construction:

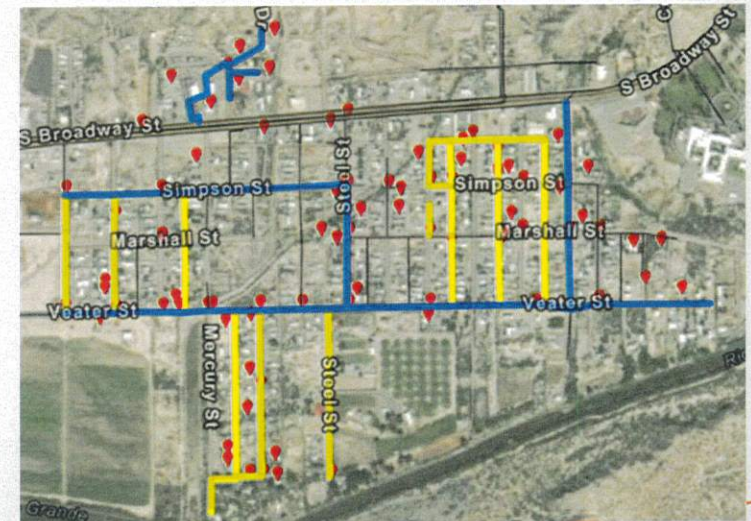
Anticipate a 6-month construction duration to begin Fall-Winter 2025

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

Awaiting award letter with readiness to proceed checklist.

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



COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT

\$4,400,000
CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO
NO. CIF-6441

Closing Date: December 20, 2024

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 01 24/25 adopted by the Borrower/Grantee on July 10, 2024
2. Resolution No. 21 24/25 adopted on November 13, 2024, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Resolution in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate of the Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Virtue & Najjar, PC, Loan/Grant Counsel to NMFA
9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

City of Truth or Consequences, New Mexico
New Mexico Finance Authority
Jaime F. Rubin, Attorney
Virtue & Najjar, PC

TRANSCRIPT OF PROCEEDINGS

COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT

by and between the

**NEW MEXICO FINANCE AUTHORITY,
as Lender/Grantor,**

and the

**CITY OF TRUTH OR CONSEQUENCES,
Sierra County, New Mexico
as Borrower/Grantee.**

**Closing Date: December 20, 2024
Loan/Grant Amount: \$4,400,000
Project No. CIF-6441**

\$4,400,000

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

Dated

December 20, 2024

By and Between the

NEW MEXICO FINANCE AUTHORITY,

and the

CITY OF TRUTH OR CONSEQUENCES

**Sierra County, New Mexico,
as Borrower/Grantee.**

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated December 20, 2024, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF TRUTH OR CONSEQUENCES** in Sierra County, New Mexico, (the "Borrower/Grantee").

WITNESSETH:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State of New Mexico (the "State"), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended (the "Colonias Infrastructure Act" or the "Act") creates the Colonias Infrastructure Project Fund (the "Fund") in the NMFA, to be administered by the NMFA to originate grants or loans to Qualified Entities for Qualified Projects recommended by the Colonias Infrastructure Board (the "CIB"); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of the Act; and

WHEREAS, pursuant to the Act, Board Rules and the Policies, the CIB authorizes the NMFA to make loans/grants to Qualified Entities from the Fund for recommended Qualified Projects; and

WHEREAS, the Borrower/Grantee submitted an application dated March 1, 2024 for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 16, 2024, recommended to the NMFA that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the NMFA enter into and administer this Agreement; and

WHEREAS, the NMFA approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 27, 2024; and

WHEREAS, the joint utility revenues originally approved on June 27, 2024, as pledged revenues, have since then changed to now be revenues of the Borrower/Grantee received pursuant to the Tax Ordinance as discussed during the NMFA Board meeting on October 31, 2024; and

WHEREAS, the Borrower/Grantee has imposed by the Tax Ordinance a one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax on the gross receipts of all persons engaging in business within the Borrower/Grantee which constitutes the Pledged Revenues; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Municipal Infrastructure Gross Receipts Tax pursuant to NMSA 1978, § 7-19D-9, as amended; and

WHEREAS, pursuant to the Board Rules and the Policies, the Borrower/Grantee will receive ten percent (10%) of its funding as a loan, in order to ensure the long-term solvency of the Fund by providing annual streams of revenue available to fund additional Qualified Projects; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and Administrative Fee and grant a subordinate lien (but not an exclusive subordinate lien) to the NMFA on the Pledged Revenues on parity with the Parity Subordinate Obligations and subordinate to the lien on the Pledged Revenues of Senior Obligations provided that the lien on the Pledged Revenues of any future loans from the NMFA to the Borrower/Grantee pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended, shall be on a parity with this Loan/Grant; and

WHEREAS, the obligation of the Borrower/Grantee under this Agreement shall constitute a special, limited obligation of the Borrower/Grantee, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Borrower/Grantee or a charge upon the general credit or ad valorem taxing power of the Borrower/Grantee, or the State; and

WHEREAS, the execution, performance, and delivery of this Agreement have been authorized, approved, and directed by the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved, and directed by all necessary and appropriate action of the CIB and the NMFA and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise.

“Agreement Term” means the term of this Agreement as provided under Article III of this Agreement.

“Application” means the Colonias Infrastructure Project Fund Application for Funding dated March 1, 2024, of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Mayor, the City Manager and the City Clerk-Treasurer thereof; and with respect to the NMFA, the Chair, Vice-Chair and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

“Board Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“Closing Date” means the date of execution of this Agreement by the Borrower/Grantee and the NMFA.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of Truth or Consequences.

“Conditions” means (1) all readiness to proceed requirements established for the Loan/Grant by the NMFA and the CIB; (2) all requirements set forth in the Term Sheet; (3) all requirements outlined in Section 2.1(p) and Section 5.1; (4) a determination that the disbursement applied for does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies; and (5) the plans and specifications for the Project have been approved by all entities required by the CIB or the NMFA in their sole discretion to approve such plans and specifications.

“Department of Finance and Administration” or “DFA” means the department of finance and administration of the State.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and completing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees, and Eligible Project Management Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the Qualified Project in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

"Eligible Project Management Fees" means the fees and costs associated with the planning, implementation and technical oversight of the project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project in an amount up to ten percent (10%) of the Loan/Grant Amount.

"Event of Default" means one or more events of default as defined in Section 9.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 4.4 of this Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the City Commission of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall equal 90% of the amount disbursed during the Interim Period not to exceed three million nine hundred sixty thousand dollars (\$3,960,000).

"Hardship Waiver" means a determination by the NMFA pursuant to Section 4.1(a)(ii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Loan/Grant Agreement in which such word is used.

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "C" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "C".

"Interim Period" means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 4.4 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Loan" or "Loan Amount" means 10% of the amount disbursed to the Borrower/Grantee during the Interim Period for the purpose of funding the Project and shall not equal more than four hundred forty thousand dollars (\$440,000).

"Loan/Grant" or "Loan/Grant Amount" means the combined amount distributed to the Borrower/Grantee during the Interim Period partially as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than four million four hundred thousand dollars (\$4,400,000).

"Loan Payments" means, collectively, the Principal Component and interest, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "C" hereto.

"Local Match" means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is four hundred forty thousand dollars (\$440,000).

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Parity Subordinate Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with this Agreement and subordinate to Senior Obligations, as shown on the Term Sheet.

"Pledged Revenues" means the revenues received by the Borrower/Grantee pursuant to the Tax Ordinance which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet.

"Policies" means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Principal Component” means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit “C” attached hereto.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account, if any, established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, which shall be kept separate and apart from all other accounts of the NMFA.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the NMFA for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means the Borrower/Grantee Resolution No. 21 24/25 adopted by the Governing Body on November 13, 2024, authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments as shown on the Term Sheet.

“Senior Obligations” means the senior obligations now outstanding or hereafter issued with a superior lien on the Pledged Revenues to Parity Subordinate Obligations, and meeting the requirements of this Agreement applicable to the issuance of Senior Obligations, including any such obligations shown on the Term Sheet.

“State” means the State of New Mexico.

“Tax Ordinance” means the Borrower/Grantee’s Ordinance No. 389 adopted on March 26, 1992, with and effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, with an effective date of July 1, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-earmarked and is now enforceable under NMSA 1978, § 7-19D-9, as amended, which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to this Agreement and the Resolution, as described in the Term Sheet.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is twenty (20) years.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE BORROWER/GRANTEE

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

(b) Authorization of Agreement. The Borrower/Grantee is a Qualified Entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee, the Colonia and the public the Borrower/Grantee serves.

(d) Useful Life. The Agreement Term is not greater than the Useful Life of the Project, and in any event shall not exceed twenty (20) years.

(e) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the proceeds of the Loan/Grant Amount shall be distributed pro rata as the Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Local Match and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(f) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(g) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Payments as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 4.1(a)(ii) of this Agreement. The Loan Payments shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(h) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and Conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound, or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(i) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for payment of this Agreement, including the Resolution, shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest that has been repaid, or provision made for payment thereof, shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(j) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction.

(k) Agency Approval. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(l) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement or the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(m) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or future Project-related expenses of the Borrower/Grantee.

(n) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another Political Subdivision of the State, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the CIB and NMFA.

(o) Budgeting of Pledged Revenues. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(p) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project, or any part of the Project so long as this Loan/Grant Agreement is outstanding ; provided, however, that if the Project is a joint project of the Borrower/Grantee and other Qualified Entities (as defined by the Act), the Borrower/Grantee and the other Qualified Entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the NMFA shall have the power to enforce the terms of this Agreement, without qualification, as to each and every Qualified Entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(q) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(r) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the Project and to inspect the Project and all properties comprising the Project, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(s) Records and Reporting. The Borrower/Grantee shall maintain financial records in accordance with Generally Accepted Accounting Principles throughout the Agreement Term, and in the event that the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14 does not apply, conduct an audit of the Project's financial records if requested by the CIB or the NMFA and provide any and all other information and access to the Project as requested by the CIB or the NMFA.

(t) Acquisition and Completion. The Borrower/Grantee shall proceed expeditiously to complete the Project and shall commence the Project in a commercially reasonable timeframe following the Closing Date. Further, the Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently in accord with all applicable laws, ordinances, resolutions and regulations relating to the acquisition, operation, maintenance and completion of the Project and use of the Loan/Grant proceeds. The Project shall be designed so as to incorporate the available technologies and operational design for water use efficiency. The plans and specifications shall be approved by all entities required by the CIB or NMFA in their sole discretion to approve such plans and specifications prior to the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(u) Use of Loan/Grant Proceeds for Construction; Other Qualified Entities The Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, installed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other Qualified Entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, installed, located, completed or extended on such real property), which written agreement shall be subject to approval by the NMFA and shall include an express statement by such other Qualified Entity that the NMFA is a third party beneficiary of such written agreement.

(v) Local Match. The Local Match is legally available for the Project, has been applied or set aside by the Borrower/Grantee solely for the purposes of the Project and sufficient evidence of the Local Match, as provided by the Borrower/Grantee's Resolution No. 33 23/24 adopted on February 14, 2024, has been provided and will be continued to be provided as part of the Borrower/Grantee's quarterly reporting as outlined in Section 7.1 and as otherwise requested by the NMFA.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended, and upon request, provide the NMFA with a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Executive Order 2013-006 Requirements. The Borrower/Grantee has and will meet the requirements of Executive Order 2013-006 prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the CIB.

(y) Additional Debt. Prior to entering into additional indebtedness secured by a lien on the Pledged Revenues that is senior to or on parity with this Agreement, the Borrower/Grantee will seek the written consent of the NMFA, which consent will not be unreasonably withheld. Prior to entering into additional indebtedness secured by a lien on the Pledged Revenue subordinate to this Agreement or a lien on any revenues of the Borrower/Grantee other than the Pledged Revenues, the Borrower/Grantee will notify the NMFA in writing of such indebtedness.

(z) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: (a) submission and acceptance of a completed Form of Certificate of Completion, Exhibit "D", and repayment of the Loan Amount and interest or (b) the exercise by the NMFA to terminate the Agreement pursuant to an Event of Default as outlined in Section IX of this Agreement.

ARTICLE IV LOAN/GRANT TO THE BORROWER/GRANTEE; INVESTMENT OF MONEYS

Section 4.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the NMFA, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "C" of this Agreement. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

(i) Subordinate Nature of Loan Amount Obligation. The obligation of the Borrower/Grantee to make the Loan Payments shall be subordinate to all Senior Obligations secured by the Pledged Revenues and shall be on parity with any Parity Subordinate Obligations existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues. The obligation of the Borrower/Grantee to make the Loan Payments shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the NMFA pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended.

(ii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, if a Borrower/Grantee has encountered an unforeseeable hardship, the Borrower/Grantee may apply in writing on or before April 1st to the NMFA for forgiveness of the annual Loan Payment coming due on June 1 of the same year. The Borrower/Grantee shall submit its application to the NMFA for a determination by the NMFA, in cooperation with DFA, and shall submit sufficient documentation of the existence of the

unforeseeable hardship as is reasonably required by the NMFA, in cooperation with DFA, to make a determination. The Borrower/Grantee shall promptly respond to additional requests for information from the NMFA or DFA. Such application for a Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. The NMFA shall communicate the decision to the Borrower/Grantee in writing. In the event of a determination of unforeseeable hardship, the Loan Payment otherwise due on June 1 of that year shall be forgiven. If no unforeseeable hardship is found to exist, the Loan Payment shall remain outstanding and due and payable in accordance with the terms of this Agreement.

(iii) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the CIB, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

(b) Grant to the Borrower/Grantee. The CIB has granted to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the NMFA and the CIB an amount equal to the Grant Amount subject to the terms of this Agreement.

(c) Project Account. The NMFA may establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

Section 4.2 Investment of Borrower/Grantee's Accounts. Money on deposit in the Borrower/Grantee's accounts created hereunder and held by the NMFA may be invested by the NMFA for the credit of the Fund.

Section 4.3 Loan/Grant Amount Does Not Exceed Total Cost. The sum of the Grant Amount, the Loan Amount, and the Local Match (and as set forth on the Term Sheet) does not exceed the cost of the Project, which, along with other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project.

Section 4.4 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

ARTICLE V

LOAN/GRANT AMOUNT DISBURSEMENT CONDITIONS

Section 5.1 Conditions Precedent to Disbursement of Loan/Grant Amount. Prior to the payment of any requisition of the Loan/Grant Amount or any portion thereof by the NMFA from the Fund, the following conditions shall be satisfied:

(a) The NMFA shall have determined that the Borrower/Grantee has met the Conditions established for the Loan/Grant; and

(b) Prior to disbursement of any portion of the Loan/Grant Amount for installation or construction, the plans and specifications for the Project shall have been approved by all entities required by the CIB or the NMFA in their sole discretion to approve such plans and specifications and the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to, easements, rights of way, or permits on the real property upon or through which the Project is to be [designed] installed, constructed, located, completed or extended; and

(c) The Borrower/Grantee shall be in compliance with the provisions of this Agreement; and

(d) No Event of Default has occurred; and

(e) The Borrower/Grantee shall have provided any other information requested by the NMFA in its absolute discretion including documentation sufficient to make a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

Section 5.2 Accounting for Amounts Credited to the Project Account. So long as Section 5.1 has been complied with and all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of all plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, installation, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall seek funds sufficient to satisfy the request and, upon receipt of those funds disburse from the Fund, amounts which together are sufficient to pay the requisition in full or that portion approved by the NMFA in its sole discretion. The certification provided pursuant to this Section 5.2 in support of the requisition must be acceptable in form and substance to the NMFA. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the CIB, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 5.3 Acknowledgment and Non-liability for Funding Interruption. The Borrower/Grantee hereby acknowledges that the NMFA and the CIB may be required to seek or request funds to satisfy the request outlined in Section 5.2 from an agency, instrumentality or other Political Subdivision of the State and that the NMFA and the CIB may have no control or authority over those entities. The Borrower/Grantee hereby agrees to waive on behalf of itself and indemnify and hold the NMFA and the CIB harmless from any and all third party claims, liability or damage that may or could be caused as a result of a delay or denial of funds related to or arising from the procedure described above or any other mechanism necessary or required to request, secure or process funds.

Section 5.4 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Fund, of the Loan/Grant Amount, or any portion thereof,

without the approval of the NMFA to reimburse any expenditure made prior to the approval date of the award by the NMFA Board.

Section 5.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA, substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, that the Project has been completed. No portion of the Loan/Grant Amount shall be disbursed after the expiration of the Interim Period.

Section 5.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Amount; Termination of Pledge. Upon the first to occur of either (a) completion of the disbursement of the Loan/Grant Amount as signified by delivery of the completion certificate contemplated in Section 5.5 hereof; or (b) the earlier expiration of the time allowed for disbursements of Loan/Grant funds as provided in Section 5.5 hereof, the NMFA shall transfer the amounts remaining on deposit in the Project Account, if any, to such other fund permitted by law. Upon such entry, the pledge of the Project Account, if any, established in this Agreement shall terminate.

ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Senior Obligations and Parity Subordinate Obligations, the Borrower/Grantee does hereby grant a security interest in and a subordinate lien (but not an exclusive subordinate lien) on the Pledged Revenues on parity with the Parity Subordinate Obligations and subordinate to the lien on the Pledged Revenues of the Senior Obligations and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all Senior Obligations pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (provided that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the NMFA pursuant to the Act or the Water Project Finance Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments at the time and in the manner contemplated by this Agreement, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "C". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "C".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Colonias Infrastructure Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Colonias Infrastructure Project Fund.

Section 6.3 Manner of Payment. The Loan Amount shall be payable by the Borrower/Grantee to the NMFA in annual installments of principal payable on June 1 after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 10.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 NMFA's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee, the NMFA agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the NMFA no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII ADMINISTRATION

Section 7.1 Borrower/Grantee Reporting to the NMFA. The Borrower/Grantee shall provide the NMFA with a quarterly written report substantially in the form of Exhibit "D" attached hereto, or other report format as designated by the NMFA, and signed by an Authorized Officer of the Borrower/Grantee. The first quarterly report shall be due on March 31, 2025, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, and (c) a description of the percentage of completion of the Project.

Section 7.2 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds. Upon the completion of the Project as signified by delivery of the completion certificate required by Section 5.5 hereof, the NMFA shall determine, by reference to the Project Account, if any, whether any portion of the authorized Loan/Grant Amount remains unexpended. If any of the Loan/Grant Amount remains unexpended, the funds shall be transferred by the NMFA to the appropriate account or fund in accordance with applicable law and the Borrower/Grantee shall have no right to access the funds.

Section 7.3 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and carrying out the intention hereof.

Section 7.4 Representatives of the NMFA or of Borrower/Grantee. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee, or the NMFA is required to take some action at the request of any of them, such approval or such request shall be given for the NMFA or for the Borrower/Grantee, by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.5 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in

accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 7.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin;

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended; and

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 7.7 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the Little Miller Act. If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be used as authorized by law.

ARTICLE VIII

INSURANCE; NON-LIABILITY OF THE NMFA AND CIB

Section 8.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the NMFA as additional insureds with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other Qualified Entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other Qualified Entity that the NMFA is a third party beneficiary of such written agreement.

Section 8.2 Non-Liability of the NMFA and the CIB.

(a) The NMFA and the CIB shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) The NMFA and the CIB shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) To the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA and the CIB harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA and the CIB harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA or the CIB, shall defend the NMFA or the CIB, as applicable, in any such action or proceeding.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable; or

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the NMFA, unless the NMFA shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the NMFA but cannot be cured within the applicable thirty (30) day period, the NMFA will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 9.1(b) during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is determined to be false or misleading in any material respect in the sole discretion of the NMFA; or

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests; or

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debt as they become due or is generally not paying its debt as such debt become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests; or

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 9.2 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid only from available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 9.3 Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.4 hereof, the NMFA may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the NMFA;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues;

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of their rights hereunder.

The Borrower/Grantee shall be responsible for reimbursing the NMFA for any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 9.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the NMFA is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the NMFA to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5 Waivers of Events of Default. The NMFA may, in its discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the NMFA in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the NMFA on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the NMFA shall be restored to its former position and rights hereunder, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof, and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided,

however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE X MISCELLANEOUS

Section 10.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Truth or Consequences
Attn.: City Manager
505 Sims Street
Truth or Consequences, New Mexico 87901

If to the NMFA, to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Borrower/Grantee or the NMFA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the NMFA and the Borrower/Grantee and their respective successors and assigns, if any.

Section 10.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the NMFA and the Borrower/Grantee on the Effective Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Effective Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 10.4 Amendments. This Agreement may be amended only with the written consent of all of the parties to this Agreement. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 10.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the NMFA

or the CIB, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee, the CIB or of the NMFA is hereby expressly waived and released by the Borrower/Grantee, the CIB and the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 10.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Pursuant to NMSA 1978, § 6-21-26, as amended, the venue for any proceedings or any other action or procedure against the NMFA shall be in Santa Fe County.

Section 10.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.10 Application of Act and Board Rules. The NMFA and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and the Board Rules are incorporated into this Agreement by reference.

Section 10.11 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow.]

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the NMFA, has executed this Agreement, which was approved by the CIB on May 16, 2024, and by the NMFA's Board of Directors on June 27, 2024, in its corporate name by its duly Authorized Officer; and the Borrower/Grantee has caused this Agreement to be executed and attested by duly Authorized Officers thereof. All of the above are effective as of the date first above written.

NMFA:

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the
New Mexico Finance Authority:

VIRTUE & NAJJAR, PC
As Loan/Grant Counsel

By: _____
Carla R. Najjar

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Daniel C. Opperman, Chief Legal Officer

BORROWER/GRANTEE:

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By: _____
Angela A. Torres, City Clerk-Treasurer

EXHIBIT "A"

TERM SHEET

**\$4,400,000 COLONIAS INFRASTRUCTURE PROJECT LOAN/GRANT TO THE CITY
OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO**

Project Description:	The Project is infrastructure development in accordance with the Act consisting of improvements to a water system, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies and is more specifically described as the design and construction or replacement of waterlines within the Borrower/Grantee's distribution system and shall include such other related work and revisions necessary to complete the Project.
Grant Amount:	\$3,960,000
Loan Amount:	\$440,000
Interest Component:	0%
Pledged Revenues:	Revenues received by the Borrower/Grantee's under the Tax Ordinance, being revenues of the Borrower/Grantee's Ordinance No. 389 adopted on March 26, 1992, with and effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, with an effective date of July 1, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-earmarked and is now enforceable under NMSA 1978, § 7-19D-9, as amended, which the Borrower/Grantee pledges to the payment of the Loan Payments
Outstanding Senior Obligations for Pledged Revenues:	None.
Outstanding Parity Subordinate Obligations for Pledged Revenues:	NMFA Loan CIF-6442
Authorizing Legislation:	Borrower/Grantee Resolution No. 21 24/25, adopted on November 13, 2024
Local Match:	\$440,000, as calculated pursuant to Section 2.3 of the Policies

Closing Date: December 20, 2024

Project Account Deposit: \$4,400,000

Conditions to be satisfied prior to first disbursement of the Loan/Grant Amount:

Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk-Treasurer of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk-Treasurer of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant:

Verification of complete and approved plans/specification prior to disbursement of construction funds; and all Conditions defined in the Agreement.

EXHIBIT "B"

**FORM OF REQUISITION
(Colonias Infrastructure Project Fund)**

RE: \$4,400,000 Loan/Grant Agreement by and between the New Mexico Finance Authority and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement").

Loan/Grant No. CIF-6441 Closing Date: December 20, 2024

TO: NEW MEXICO FINANCE AUTHORITY, colonias@nmfa.net

You are hereby authorized to disburse from the Project Account – City of Truth or Consequences with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

PAYEE'S NAME: _____

PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ _____
Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____

TOTAL REQUIRED MATCH: \$440,000

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the NMFA pursuant to the Colonias Infrastructure Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Project Account – City of Truth or Consequences, New Mexico. All representations contained in the Agreement, the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, water rights, easements or rights of way; (7) eligible legal costs and eligible fiscal agent fees associated with development of Qualified Projects, within limits set by the Colonias Infrastructure Board (“CIB”).

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved by all entities required by the CIB and the New Mexico Finance Authority in their sole discretion to approve such plans and specifications, has or will be acquired in compliance with applicable procurement laws and regulations and has or will be inspected and approved in accordance with applicable laws and regulations.

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

DATE: _____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name: _____

Print Title: _____

EXHIBIT "C"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount shall be payable by the Borrower/Grantee to the NMFA in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2027 and ending June 1, 2046. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty.

EXHIBIT "D"

COLONIAS INFRASTRUCTURE PROJECT FUND STATUS REPORT

**PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY**

Fund Recipient: City of Truth or Consequences Contact Name: _____ Title: _____ Email Address: _____	Project Number: CIF-6441 Project Name: T or C Waterline Replacement Project Type: Water Infrastructure Project - Design and construct
Reporting Period: From _____ To _____ ☐ Quarterly Project Report: ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ Final Project Report ☐ Other _____	
CIF Funding Expiration: _____ Total CIF Award: \$4,400,000 Current Balance: \$ _____ Loan 90% Grant 10% Match \$440,000 Expected CIF Award Expenditure Next Quarter: \$ _____ Local Match Expenditure: To Date \$ _____ Next Quarter \$ _____	
Project Phase: ☐ Planning ☐ Design ☐ Construction	
PROJECT COMPLETION: Original Date _____ Current Date _____ _____ % Complete Days Remaining to Complete _____ On Schedule? ☐ Yes ☐ No	
Briefly Describe Project Progress During This Reporting Period: 	
Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved: 	
Goals/Milestones, With Timeline or Dates, For The Next Reporting Period: 	
Authorized Officer PRINT NAME: _____ PRINT TITLE: _____	
SIGNATURE: _____	Date: _____

****All fields must be completed***

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$4,400,000 Loan/Grant Agreement by and between the NMFA and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. CIF-6441

Closing Date: December 20, 2024

TO: NEW MEXICO FINANCE AUTHORITY, colonias@nmfa.net

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20__.

2. The total cost of the Project was \$ _____.

3. Cost of the Project paid from the Loan/Grant Amount was \$ _____.

4. The portion of the Loan/Grant Amount unexpended for the Project is \$ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 01 24/25 adopted by the Borrower/Grantee on July 10, 2024
2. Resolution No. 21 24/25 adopted on November 13, 2024, Notice of Meeting, Meeting Agenda, and Affidavit of Publication of Notice of Adoption of Resolution in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate of Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Virtue & Najjar, PC, Loan/Grant Counsel to the NMFA
9. NMFA Application and Project Approval (informational only)

[Remainder of page intentionally left blank.]

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
RESOLUTION NO. 21 24/25

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR "LENDER/GRANTOR") AND THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO ("BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF FOUR MILLION FOUR HUNDRED THOUSAND DOLLARS (\$4,400,000), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION OR REPLACEMENT OF WATERLINES WITHIN THE BORROWER/GRANTEE'S DISTRIBUTION SYSTEM, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF FOUR HUNDRED FORTY THOUSAND DOLLARS (\$440,000) SOLELY FROM THE BORROWER/GRANTEE'S ORDINANCE NO. 389 ADOPTED ON MARCH 26, 1992, AS AMENDED BY ORDINANCE NO. 472 ADOPTED ON MARCH 13, 2000, WITH AN EFFECTIVE DATE OF JULY 1, 2000, IMPOSING A ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX WHICH THE BORROWER/GRANTEE PLEDGES TO THE PAYMENT OF THE LOAN PAYMENTS, WHICH MUNICIPAL GROSS RECEIPTS TAX HAS BEEN DE- earmarked and is now ENFORCEABLE UNDER NMSA 1978, § 7-19D-9, AS AMENDED AND ACCEPTANCE OF A GRANT AMOUNT OF THREE MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS (\$3,960,000); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the Colonias Infrastructure Board ("CIB") is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the "State"), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the "Colonias Infrastructure Act" or the "Act"); and

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant

to the laws of the State, particularly NMSA 1978, §§ 6-21-1, through 6-21-31, as amended (the “NMFA Act”); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the “Fund”) in the NMFA, to be administered by the NMFA to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of Act; and

WHEREAS, the Borrower/Grantee submitted an application dated March 1, 2024, for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 16, 2024, recommended to the NMFA that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the NMFA enter into and administer the Loan/Grant Agreement; and

WHEREAS, the NMFA approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 27, 2024; and

WHEREAS, the joint utility revenues originally approved on June 27, 2024, as pledged revenues, have since then changed to now be revenues of the Borrower/Grantee received pursuant to the Tax Ordinance as discussed during the NMFA Board meeting on October 31, 2024; and

WHEREAS, the Borrower/Grantee has imposed by the Tax Ordinance a one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax on the gross receipts of all persons engaging in business within the Borrower/Grantee which constitutes the Pledged Revenues; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Municipal Infrastructure Gross Receipts Tax pursuant to NMSA 1978, § 7-19D-9, as amended; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee that the Borrower/Grantee enter into an Agreement with the Lender/Grantor to borrow four hundred forty thousand dollars (\$440,000) from the Lender/Grantor and to accept a grant in the amount of three million nine hundred sixty thousand dollars (\$3,960,000) from the Lender/Grantor to finance the costs of the design and construction or replacement of waterlines within the Borrower/Grantee's distribution system, this project being more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Local Match, as provided by the Borrower/Grantee's Resolution No. 33 23/24 adopted on February 14, 2024 and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public they serve that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the CIB or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the CIB, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk-Treasurer this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Resolution unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Resolution including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

"Agreement" or "Loan/Grant Agreement" means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

"Authorized Officers" means, any one or more of the Mayor, City Manager, and the City Clerk-Treasurer of the Borrower/Grantee.

“Closing Date” means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee and the NMFA.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of Truth or Consequences.

“Colonias Infrastructure Project Fund” or “Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Completion Date” means the date of final payment of the cost of the Project.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Loan/Grant Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and completing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees and Eligible Project Management Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the qualified project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Eligible Project Management Fees” means the fees and costs associated with the planning, implementation and technical oversight of the project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project, in an amount up to ten percent (10%) of the Loan/Grant Amount.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Borrower/Grantee as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the City Commission of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall equal 90%

of the amount disbursed not to exceed three million nine hundred sixty thousand dollars (\$3,960,000).

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

"Loan" or "Loan Amount" means 10% of the amount disbursed to the Borrower/Grantee during the Interim Period for the purpose of funding the Project, and shall not equal more than four hundred forty thousand dollars (\$440,000).

"Loan/Grant" or "Loan/Grant Amount" means the combined amount distributed to the Borrower/Grantee during the Interim Period as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project and shall not equal more than four million four hundred thousand dollars (\$4,400,000).

"Loan Payments" means, collectively, the Principal Component (defined in the Loan/Grant Agreement) to be paid by the Borrower/Grantee as payment of the Loan/Grant Agreement as shown on Exhibit "C" to the Loan/Grant Agreement.

"Local Match" means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is four hundred forty thousand dollars (\$440,000).

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Pledged Revenues" means the revenues received by the Borrower/Grantee pursuant to the Tax Ordinance which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

"Policies" means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

"Political Subdivision of the State" means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

"Project" means the project described in the Term Sheet.

"Project Account" means the book account, if any, established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the

Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the NMFA for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“State” means the State of New Mexico.

“Tax Ordinance” means the Borrower/Grantee’s Ordinance No. 389 adopted on March 26, 1992, with and effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, with an effective date of July 1, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-earmarked and is now enforceable under NMSA 1978, § 7-19D-9, as amended, which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to this Agreement and the Resolution, as described in the Term Sheet.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is twenty (20) years.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public it serves.

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

A. The Project is needed to meet the needs of the Borrower/Grantee and the public it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Lender/Grantor shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has proper title to easements, rights of way, permits or the requisite access needed, on the real property upon which the Project is being conducted.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least the majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of three million nine hundred sixty thousand dollars (\$3,960,000) and borrowing the Loan Amount of four hundred forty thousand dollars (\$440,000) to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of three million nine hundred sixty thousand dollars (\$3,960,000) and the Loan shall be in the amount of four hundred forty thousand dollars

(\$440,000). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement, as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk-Treasurer is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds; Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the NMFA shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk-Treasurer of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 21 24/25, duly adopted and approved by the City Commission of the City of Truth or Consequences. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk-Treasurer, at 505 Sims Street, Truth or Consequences, New Mexico 87901.

The title of the Resolution is:

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
RESOLUTION NO. 21 24/25

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR "LENDER/GRANTOR") AND THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO ("BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF FOUR MILLION FOUR HUNDRED THOUSAND DOLLARS (\$4,400,000), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION OR REPLACEMENT OF WATERLINES WITHIN THE BORROWER/GRANTEE'S DISTRIBUTION SYSTEM, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF FOUR HUNDRED FORTY THOUSAND DOLLARS (\$440,000) SOLELY FROM THE BORROWER/GRANTEE'S ORDINANCE NO. 389 ADOPTED ON MARCH 26, 1992, AS AMENDED BY ORDINANCE NO. 472 ADOPTED ON MARCH 13, 2000, WITH AN EFFECTIVE DATE OF JULY 1, 2000, IMPOSING A ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX FROM WHICH THE BORROWER/GRANTEE PLEDGES TO THE PAYMENT OF THE LOAN PAYMENTS, WHICH MUNICIPAL GROSS RECEIPTS TAX HAS BEEN DE- earmarked and is now ENFORCEABLE UNDER NMSA 1978, § 7-19D-9, AS AMENDED AND ACCEPTANCE OF A GRANT AMOUNT OF THREE MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS (\$3,960,000); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION

INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE
TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION
AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2024.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By: _____
Angela A. Torres, City Clerk-Treasurer

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ () Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and City Clerk-Treasurer signed the Resolution upon the records of the minutes of the Governing Body.

[Remainder of page intentionally left blank.]

After consideration of matters not relating to the Resolution, the meeting upon motion duly made, seconded and carried, was adjourned.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By: _____
Angela A. Torres, City Clerk-Treasurer

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO

)
) ss.
)

COUNTY OF SIERRA

I, Angela A. Torres, the duly qualified and acting City Clerk-Treasurer of the City of Truth or Consequences, New Mexico (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the City Commission Chambers, 405 W. Third St, Truth or Consequences, New Mexico 87901, on November 13, 2024 at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. 21 24/25 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. The proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's Open Meetings Resolution No. 01 24/25, adopted and approved on July 10, 2024, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of December 2024.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Angela A. Torres, City Clerk-Treasurer

EXHIBIT "A"

Notice of Meeting, Meeting Agenda, Minutes, and
Affidavit of Publication of Notice of Adoption of Resolution

STATE OF NEW MEXICO)
) ss. GENERAL AND NO LITIGATION
COUNTY OF SIERRA) CERTIFICATE

5. Notice of adoption of the Resolution was published in English in the *Sierra County Sentinel*, a newspaper qualified to publish legal notices that is of general circulation in the City of Truth or Consequences, New Mexico.

6. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority, as authorized by the Resolution.

7. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Resolution.

8. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article IX of the Loan/Grant Agreement has occurred.

9. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (b) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken (c) the execution and delivery of the Loan/Grant Agreement, or (d) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement. No referendum petition or request for an election has been filed with respect to the Resolution or Loan Agreement under the provisions the laws, bylaws, rules, regulations or other governance document of the Borrower/Grantee or the State with respect to the Resolution or the Loan/Grant Agreement.

10. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Loan/Grant Agreement and in the Resolution are true and correct as of the date hereof.

11. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

12. To our knowledge and belief after due investigation, neither the Mayor and City Clerk-Treasurer, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

13. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at Commission Chambers at 405 W. Third Street, Truth or Consequences, New Mexico, the principal meeting place of the Borrower/Grantee.

14. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on July 10, 2024, establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Resolution and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 01 24/25 which resolution was effective on November 13, 2024, and has not been amended, repealed or rescinded.

15. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended.

16. The Tax Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

17. The Mayor and the City Clerk-Treasurer, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

18. This Certificate is for the benefit of the NMFA and the Colonias Infrastructure Board.

19. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Borrower/Grantee this 20th day of December 2024.

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____
Rolf Hechler, Mayor

[SEAL]

By: _____
Angela A. Torres, City Clerk-Treasurer

STATE OF NEW MEXICO)
) ss. DELIVERY, DEPOSIT AND
COUNTY OF SIERRA) CROSS-RECEIPT CERTIFICATE

By: Angela A. Torres, City Clerk-Treasurer

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has on the date of this Certificate, received the Loan/Grant Agreement for Project No. CIF-6441 from the City of Truth or Consequences, Sierra County, New Mexico.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

\$4,400,000
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO
COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT
NO. CIF-6441

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Truth or Consequences (the "Borrower/Grantee"), a municipality in the County of Sierra and the State of New Mexico, hereby certifies:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the design, construction, operation, and maintenance of the facilities to be designed, constructed, installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority (the "Project"), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.
3. That the attached map shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Truth or Consequences as of this 20th day of December 2024.

Jaime F. Rubin,
Attorney for Borrower/Grantee
314 Main Avenue,
Truth or Consequences, New Mexico, 87901

FINAL OPINION OF COUNSEL

To: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: City of Truth or Consequences, Sierra County, New Mexico
\$4,400,000 Loan/Grant No. CIF-6441

Ladies and Gentlemen:

I am an attorney representing the City of Truth or Consequences, New Mexico (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority ("NMFA" or "Lender/Grantor") and the New Mexico Colonias Infrastructure Board ("CIB") are relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. 21 24/25 adopted by the Governing Body of the Borrower/Grantee on November 13, 2024 (the "Resolution") unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The City of Truth or Consequences Colonias Infrastructure Project Fund Application dated March 1, 2024, the New Mexico Colonias Infrastructure Board Approval dated May 16, 2024, and the NMFA Board Approval dated June 27, 2024, for Loan/Grant No. CIF-6441 (the "Application" and the "Approval," respectively), relating to the Project.
- (2) The statutes creating the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution or resolutions of the Borrower/Grantee in effect on November 13, 2024, and December 20, 2024.
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.

- 7
- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the legal action of the Borrower/Grantee relating to (a) the selection of its Mayor, City Commission and City Clerk-Treasurer; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, by means of the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the CIB, acting through the NMFA; (i) the Resolution authorizing the Authorized Officers of the Borrower/Grantee to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing such Loan/Grant.
 - (6) The Resolution and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
 - (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.
 - (8) The Borrower/Grantee's Ordinance No. 389 adopted on March 26, 1992, with and effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-earmarked and is now enforceable under NMSA 1978, § 7-19D-9, as amended ("Tax Ordinances").

Based upon my examination of the foregoing, it is my opinion that:

- A. The Borrower/Grantee is a duly organized and existing incorporated municipality under the laws of the State of New Mexico.
- B. The Borrower/Grantee is a community that is a Colonia within the meaning of the Colonias Infrastructure Act.
- C. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.

- D. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- E. The Borrower/Grantee has full legal right and authority:
 - (1) to design, acquire, construct, install and complete the Project;
 - (2) to execute and deliver Loan/Grant documents including those identified above;
 - (3) to perform all acts required by such Loan/Grant documents to be done by it; and
 - (4) to own, operate and maintain the Project during its Useful Life.
- F. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- G. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- H. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates a lien on and pledges the revenues of the Tax Ordinance of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.
- I. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- J. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.
- K. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all Conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or

prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant Agreement.

- L. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- M. Neither the Borrower/Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.
- N. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the NMFA and the CIB associated with the administration of the Colonias Infrastructure Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- O. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.
- P. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- Q. The Borrower/Grantee has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient, adequate and continuous rights-of-way to permit the design, construction, installation, operation and maintenance of the Project.

- R. The Borrower/Grantee has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date of this opinion letter.
- S. The Tax Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

Dated this 20th day of December 2024.

Jaime F. Rubin,
Attorney for Borrower/Grantee
314 Main Avenue,
Truth or Consequences, New Mexico, 87901

December 20, 2024

New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: \$4,400,000 Colonias Infrastructure Project Fund Loan/Grant to the
City of Truth or Consequences, Sierra County, New Mexico, CIF-6441

Ladies and Gentlemen:

We have acted as Loan/Grant Counsel to the New Mexico Finance Authority in connection with the four million four hundred thousand dollars (\$4,400,000) Colonias Infrastructure Project Fund Loan/Grant Agreement dated December 20, 2024 (the "Loan/Grant Agreement") by and between the City of Truth or Consequences, Sierra County, New Mexico (the "Borrower/Grantee") and the New Mexico Finance Authority (the "NMFA" or "Lender/Grantor"). The Loan/Grant Agreement is executed and delivered by the Borrower/Grantee pursuant to NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, and NMSA 1978, §§ 3-31-1 through 3-31-12, as amended, and the Borrower/Grantee's Resolution No. 21 24/25, adopted on November 13, 2024 (the "Resolution"). The Loan/Grant Agreement has been executed and delivered to provide funds to finance the costs of the design and construction or replacement of waterlines within the Borrower/Grantee's distribution system, as described in the Loan/Grant Agreement.

We have examined the Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Borrower/Grantee contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Borrower/Grantee's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge on revenues of the Borrower/Grantee received pursuant to the Tax Ordinance, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.

2. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan/Grant Agreement is payable solely from and such payment is secured by a valid and binding lien on the Pledged Revenues as set forth in the Loan/Grant Agreement. The Lender/Grantor has no right to have taxes levied by the Borrower/Grantee for the payment of principal of or interest on the Loan/Grant Agreement and the Loan/Grant Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Borrower/Grantee.

4. The Loan/Grant Agreement is a valid and binding obligation of the Lender/Grantor and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to approval by the NMFA Board of Directors of the Pledged Revenues or the provisions of the Loan/Grant Agreement and the Resolution with respect to indemnification provisions requiring that amendments be in writing or payment of attorneys' fees. This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Lender/Grantor and the Borrower/Grantee with the terms of the Loan/Grant Agreement.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressee hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

VIRTUE & NAJJAR, PC

SOURCES AND USES OF FUNDS**City of Truth or Consequences
Water-Wastewater Replacement**

Sources:	Waterline Replace, CIF-6441	WWTP Bar Screen Replace, CIF-6442	Total
Bond Proceeds:			
Par Amount	440,000.00	30,540.00	470,540.00
Other Sources of Funds:			
CIF Grant Funds	3,960,000.00	274,860.00	4,234,860.00
	4,400,000.00	305,400.00	4,705,400.00
Uses:	Waterline Replace, CIF-6441	WWTP Bar Screen Replace, CIF-6442	Total
Project Fund Deposits:			
Project Fund	4,400,000.00	305,400.00	4,705,400.00
	4,400,000.00	305,400.00	4,705,400.00

BOND SUMMARY STATISTICS

City of Truth or Consequences
Water-Wastewater Replacement

	<i>Waterline Replace, CIF-6441</i>	<i>WWTP Bar Screen Replace, CIF-6442</i>	<i>Aggregate</i>
Dated Date	12/20/2024	12/20/2024	12/20/2024
Delivery Date	12/20/2024	12/20/2024	12/20/2024
Last Maturity	06/01/2046	06/01/2046	06/01/2046
Arbitrage Yield	0.249877%	0.249877%	0.249877%
True Interest Cost (TIC)	0.249876%	0.249895%	0.249877%
Net Interest Cost (NIC)	0.250001%	0.250020%	0.250002%
All-In TIC	0.249876%	0.249895%	0.249877%
Average Coupon	0.250001%	0.250020%	0.250002%
Average Life (years)	12.065	12.065	12.065
Duration of Issue (years)	11.858	11.858	11.858
Par Amount	440,000.00	30,540.00	470,540.00
Bond Proceeds	440,000.00	30,540.00	470,540.00
Total Interest	13,271.36	921.21	14,192.57
Net Interest	13,271.36	921.21	14,192.57
Total Debt Service	453,271.36	31,461.21	484,732.57
Maximum Annual Debt Service	22,664.00	1,573.60	24,237.42
Average Annual Debt Service	21,134.27	1,466.91	22,601.18
Underwriter's Fees (per \$1000)			
Average Takedown			
Other Fee			
Total Underwriter's Discount			
Bid Price	100.000000	100.000000	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Loan Component	470,540.00	100.000	0.250%	12.065
	470,540.00			12.065

BOND SUMMARY STATISTICS

City of Truth or Consequences
Water-Wastewater Replacement

	TIC	All-In TIC	Arbitrage Yield
Par Value	470,540.00	470,540.00	470,540.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	470,540.00	470,540.00	470,540.00
Target Date	12/20/2024	12/20/2024	12/20/2024
Yield	0.249877%	0.249877%	0.249877%

BOND DEBT SERVICE**City of Truth or Consequences
Water-Wastewater Replacement**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/01/2027	21,358	0.250%	2,878.79	24,236.79
06/01/2028	23,113	0.250%	1,122.96	24,235.96
06/01/2029	23,171	0.250%	1,065.18	24,236.18
06/01/2030	23,230	0.250%	1,007.26	24,237.26
06/01/2031	23,288	0.250%	949.16	24,237.16
06/01/2032	23,345	0.250%	890.94	24,235.94
06/01/2033	23,404	0.250%	832.60	24,236.60
06/01/2034	23,463	0.250%	774.08	24,237.08
06/01/2035	23,522	0.250%	715.42	24,237.42
06/01/2036	23,580	0.250%	656.62	24,236.62
06/01/2037	23,639	0.250%	597.68	24,236.68
06/01/2038	23,698	0.250%	538.58	24,236.58
06/01/2039	23,757	0.250%	479.34	24,236.34
06/01/2040	23,817	0.250%	419.94	24,236.94
06/01/2041	23,877	0.250%	360.40	24,237.40
06/01/2042	23,936	0.250%	300.70	24,236.70
06/01/2043	23,995	0.250%	240.86	24,235.86
06/01/2044	24,055	0.250%	180.88	24,235.88
06/01/2045	24,116	0.250%	120.74	24,236.74
06/01/2046	24,176	0.250%	60.44	24,236.44
	470,540		14,192.57	484,732.57

DETAILED BOND DEBT SERVICE**City of Truth or Consequences
Waterline Replace, CIF-6441****Loan Component (LOAN)**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/01/2027	19,972	0.250%	2,691.94	22,663.94
06/01/2028	21,613	0.250%	1,050.08	22,663.08
06/01/2029	21,667	0.250%	996.04	22,663.04
06/01/2030	21,722	0.250%	941.88	22,663.88
06/01/2031	21,776	0.250%	887.56	22,663.56
06/01/2032	21,830	0.250%	833.12	22,663.12
06/01/2033	21,885	0.250%	778.56	22,663.56
06/01/2034	21,940	0.250%	723.84	22,663.84
06/01/2035	21,995	0.250%	668.98	22,663.98
06/01/2036	22,050	0.250%	614.00	22,664.00
06/01/2037	22,105	0.250%	558.88	22,663.88
06/01/2038	22,160	0.250%	503.62	22,663.62
06/01/2039	22,215	0.250%	448.22	22,663.22
06/01/2040	22,271	0.250%	392.68	22,663.68
06/01/2041	22,327	0.250%	337.00	22,664.00
06/01/2042	22,382	0.250%	281.18	22,663.18
06/01/2043	22,438	0.250%	225.22	22,663.22
06/01/2044	22,494	0.250%	169.14	22,663.14
06/01/2045	22,551	0.250%	112.90	22,663.90
06/01/2046	22,607	0.250%	56.52	22,663.52
	440,000		13,271.36	453,271.36

DETAILED BOND DEBT SERVICE

**City of Truth or Consequences
WWTP Bar Screen Replace, CIF-6442**

Loan Component (LOAN)

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/01/2027	1,386	0.250%	186.85	1,572.85
06/01/2028	1,500	0.250%	72.88	1,572.88
06/01/2029	1,504	0.250%	69.14	1,573.14
06/01/2030	1,508	0.250%	65.38	1,573.38
06/01/2031	1,512	0.250%	61.60	1,573.60
06/01/2032	1,515	0.250%	57.82	1,572.82
06/01/2033	1,519	0.250%	54.04	1,573.04
06/01/2034	1,523	0.250%	50.24	1,573.24
06/01/2035	1,527	0.250%	46.44	1,573.44
06/01/2036	1,530	0.250%	42.62	1,572.62
06/01/2037	1,534	0.250%	38.80	1,572.80
06/01/2038	1,538	0.250%	34.96	1,572.96
06/01/2039	1,542	0.250%	31.12	1,573.12
06/01/2040	1,546	0.250%	27.26	1,573.26
06/01/2041	1,550	0.250%	23.40	1,573.40
06/01/2042	1,554	0.250%	19.52	1,573.52
06/01/2043	1,557	0.250%	15.64	1,572.64
06/01/2044	1,561	0.250%	11.74	1,572.74
06/01/2045	1,565	0.250%	7.84	1,572.84
06/01/2046	1,569	0.250%	3.92	1,572.92
	30,540		921.21	31,461.21

UNIVERSAL BOND SOLUTION

**City of Truth or Consequences
Water-Wastewater Replacement
Universal Bond Solution Component**

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Existing Debt Service</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Service Coverage</i>
06/01/2025					247,412	247,412	
06/01/2026					247,412	247,412	
06/01/2027	21,358	24,237	90,633	114,870	247,412	132,542	215.38%
06/01/2028	23,113	24,236	83,800	108,036	247,412	139,376	229.01%
06/01/2029	23,171	24,236	83,600	107,836	247,412	139,576	229.43%
06/01/2030	23,230	24,237	83,400	107,637	247,412	139,775	229.86%
06/01/2031	23,288	24,237	83,200	107,437	247,412	139,975	230.29%
06/01/2032	23,345	24,236	83,000	107,236	247,412	140,176	230.72%
06/01/2033	23,404	24,237	82,800	107,037	247,412	140,375	231.15%
06/01/2034	23,463	24,237	82,600	106,837	247,412	140,575	231.58%
06/01/2035	23,522	24,237	82,400	106,637	247,412	140,775	232.01%
06/01/2036	23,580	24,237	82,200	106,437	247,412	140,975	232.45%
06/01/2037	23,639	24,237	82,000	106,237	247,412	141,175	232.89%
06/01/2038	23,698	24,237	81,800	106,037	247,412	141,375	233.33%
06/01/2039	23,757	24,236	81,600	105,836	247,412	141,576	233.77%
06/01/2040	23,817	24,237	81,400	105,637	247,412	141,775	234.21%
06/01/2041	23,877	24,237	81,200	105,437	247,412	141,975	234.65%
06/01/2042	23,936	24,237	81,000	105,237	247,412	142,175	235.10%
06/01/2043	23,995	24,236	80,800	105,036	247,412	142,376	235.55%
06/01/2044	24,055	24,236	80,600	104,836	247,412	142,576	236.00%
06/01/2045	24,116	24,237	80,400	104,637	247,412	142,775	236.45%
06/01/2046	24,176	24,236	80,200	104,436	247,412	142,976	236.90%
	470,540	484,733	1,648,633	2,133,366	5,443,064	3,309,698	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: G.4

SUBJECT: Discussion/Action -Resolution No. 22 24/25 CIF-6442 Colonias Infrastructure Project Loan Grant Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: November 6, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

The City Commission approved Resolution 03 24/25 accepting a funding award from NMFA CIF in the amount of \$305,400.00. This Resolution is the execution of the Loan/Grant Agreement documents.

Funds will be used for Wastewater Treatment Plant Bar Screen Replacement Design

Recommendation:

Approve Resolution 22 24/25 and execute documents

Attachments:

- NMFA CIF Loan/Grant Agreement Package
- Project Map/Scope Slide

Fiscal Impact (Finance): Yes

Grant - \$274,860/Loan \$30,540.00/Cash Match \$30,540.00

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: : CC agendas 11-13-24

WWTP Headworks Improvements

Funded by NMFA CIF

\$305,400.00

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

Jan 2024/Nov 2024

Recommended for Funding – Not yet Awarded

FULL PROJECT SCOPE:

Original Funding Request: \$1,250,000.00

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

REDUCED PROJECT SCOPE:

Awarded Funding: \$305,400.00

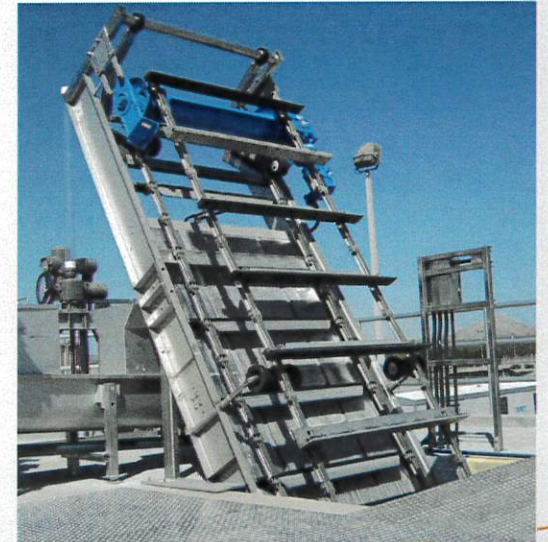
Design of headworks improvements to include a replacement bar screen and grit chamber equipment replacement.

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

FINAL PROJECT SCOPE

IN PROGRESS/COMPLETED

Awaiting award letter with readiness to proceed checklist.



discipline | intensity | collaboration | shared ownership | solutions

WILSON
& COMPANY

COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT

\$305,400

**CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO
NO. CIF-6442**

Closing Date: December 20, 2024

**TRANSCRIPT OF PROCEEDINGS
INDEX**

1. Open Meeting Act Resolution No. 01 24/25 adopted by the Borrower/Grantee on July 10, 2024
2. Resolution No. 22 24/25 adopted on November 13, 2024, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Resolution in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate of the Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Virtue & Najjar, PC, Loan/Grant Counsel to NMFA
9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

City of Truth or Consequences, New Mexico
New Mexico Finance Authority
Jaime F. Rubin, Attorney
Virtue & Najjar, PC

TRANSCRIPT OF PROCEEDINGS

COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT

by and between the

**NEW MEXICO FINANCE AUTHORITY,
as Lender/Grantor,**

and the

**CITY OF TRUTH OR CONSEQUENCES,
Sierra County, New Mexico
as Borrower/Grantee.**

**Closing Date: December 20, 2024
Loan/Grant Amount: \$305,400
Project No. CIF-6442**

\$305,400

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

Dated

December 20, 2024

By and Between the

NEW MEXICO FINANCE AUTHORITY,

and the

CITY OF TRUTH OR CONSEQUENCES

**Sierra County, New Mexico,
as Borrower/Grantee.**

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated December 20, 2024, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF TRUTH OR CONSEQUENCES** in Sierra County, New Mexico, (the "Borrower/Grantee").

WITNESSETH:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State of New Mexico (the "State"), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended (the "Colonias Infrastructure Act" or the "Act") creates the Colonias Infrastructure Project Fund (the "Fund") in the NMFA, to be administered by the NMFA to originate grants or loans to Qualified Entities for Qualified Projects recommended by the Colonias Infrastructure Board (the "CIB"); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11,, as amended; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of the Act; and

WHEREAS, pursuant to the Act, Board Rules and the Policies, the CIB authorizes the NMFA to make loans/grants to Qualified Entities from the Fund for recommended Qualified Projects; and

WHEREAS, the Borrower/Grantee submitted an application dated March 1, 2024 for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 16, 2024, recommended to the NMFA that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the NMFA enter into and administer this Agreement; and

WHEREAS, the NMFA approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 27, 2024; and

WHEREAS, the joint utility revenues originally approved on June 27, 2024, as pledged revenues, have since then changed to now be revenues of the Borrower/Grantee received pursuant to the Tax Ordinance as discussed during the NMFA Board meeting on October 31, 2024; and

WHEREAS, the Borrower/Grantee has imposed by the Tax Ordinance a one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax on the gross receipts of all persons engaging in business within the Borrower/Grantee which constitutes the Pledged Revenues; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Municipal Infrastructure Gross Receipts Tax pursuant to NMSA 1978, § 7-19D-9, as amended; and

WHEREAS, pursuant to the Board Rules and the Policies, the Borrower/Grantee will receive ten percent (10%) of its funding as a loan, in order to ensure the long-term solvency of the Fund by providing annual streams of revenue available to fund additional Qualified Projects; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and Administrative Fee and grant a subordinate lien (but not an exclusive subordinate lien) to the NMFA on the Pledged Revenues on parity with the Parity Subordinate Obligations and subordinate to the lien on the Pledged Revenues of Senior Obligations provided that the lien on the Pledged Revenues of any future loans from the NMFA to the Borrower/Grantee pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended, shall be on a parity with this Loan/Grant; and

WHEREAS, the obligation of the Borrower/Grantee under this Agreement shall constitute a special, limited obligation of the Borrower/Grantee, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Borrower/Grantee or a charge upon the general credit or ad valorem taxing power of the Borrower/Grantee, or the State; and

WHEREAS, the execution, performance, and delivery of this Agreement have been authorized, approved, and directed by the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved, and directed by all necessary and appropriate action of the CIB and the NMFA and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise.

“Agreement Term” means the term of this Agreement as provided under Article III of this Agreement.

“Application” means the Colonias Infrastructure Project Fund Application for Funding dated March 1, 2024, of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Mayor, City Manager and the City Clerk-Treasurer thereof; and with respect to the NMFA, the Chair, Vice-Chair and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

“Board Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“Closing Date” means the date of execution of this Agreement by the Borrower/Grantee and the NMFA.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of Truth or Consequences.

“Conditions” means (1) all readiness to proceed requirements established for the Loan/Grant by the NMFA and the CIB; (2) all requirements set forth in the Term Sheet; (3) all requirements outlined in Section 2.1(p) and Section 5.1; (4) a determination that the disbursement applied for does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies; and (5) the plans and specifications for the Project have been approved by all entities required by the CIB or the NMFA in their sole discretion to approve such plans and specifications.

“Department of Finance and Administration” or “DFA” means the department of finance and administration of the State.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and completing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees, and Eligible Project Management Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the Qualified Project in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

"Eligible Project Management Fees" means the fees and costs associated with the planning, implementation and technical oversight of the project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project in an amount up to ten percent (10%) of the Loan/Grant Amount.

"Event of Default" means one or more events of default as defined in Section 9.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 4.4 of this Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the City Commission of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall equal 90% of the amount disbursed during the Interim Period not to exceed two hundred seventy-four thousand eight hundred sixty dollars (\$274,860).

"Hardship Waiver" means a determination by the NMFA pursuant to Section 4.1(a)(ii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Loan/Grant Agreement in which such word is used.

“Interest Component” means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit “C” hereto.

“Interim Debt Service Schedule” means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit “C”.

“Interim Period” means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 4.4 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Loan” or “Loan Amount” means 10% of the amount disbursed to the Borrower/Grantee during the Interim Period for the purpose of funding the Project and shall not equal more than thirty thousand five hundred forty dollars (\$30,540).

“Loan/Grant” or “Loan/Grant Amount” means the combined amount distributed to the Borrower/Grantee during the Interim Period partially as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than three hundred five thousand four hundred dollars (\$305,400).

“Loan Payments” means, collectively, the Principal Component and interest, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit “C” hereto.

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is thirty thousand five hundred forty dollars (\$30,540).

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Parity Subordinate Obligations” means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with this Agreement and subordinate to Senior Obligations, as shown on the Term Sheet.

“Pledged Revenues” means the revenues received by the Borrower/Grantee pursuant to the Tax Ordinance which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Principal Component” means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit “C” attached hereto.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account, if any, established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, which shall be kept separate and apart from all other accounts of the NMFA.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the NMFA for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means the Borrower/Grantee Resolution No. 22 24/25 adopted by the Governing Body on November 13, 2024, authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments as shown on the Term Sheet.

“Senior Obligations” means the senior obligations now outstanding or hereafter issued with a superior lien on the Pledged Revenues to Parity Subordinate Obligations, and meeting the requirements of this Agreement applicable to the issuance of Senior Obligations, including any such obligations shown on the Term Sheet.

“State” means the State of New Mexico.

“Tax Ordinance” means the Borrower/Grantee’s Ordinance No. 389 adopted on March 26, 1992, with and effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, with an effective date of July 1, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-earmarked and is now enforceable under NMSA 1978, § 7-19D-9, as amended, which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to this Agreement and the Resolution, as described in the Term Sheet.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is twenty (20) years.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE BORROWER/GRANTEE

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

(b) Authorization of Agreement. The Borrower/Grantee is a Qualified Entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee, the Colonia and the public the Borrower/Grantee serves.

(d) Useful Life. The Agreement Term is not greater than the Useful Life of the Project, and in any event shall not exceed twenty (20) years.

(e) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the proceeds of the Loan/Grant Amount shall be distributed pro rata as the Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Local Match and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(f) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(g) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Payments as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 4.1(a)(ii) of this Agreement. The Loan Payments shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(h) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and Conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound, or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(i) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for payment of this Agreement, including the Resolution, shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest that has been repaid, or provision made for payment thereof, shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(j) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction.

(k) Agency Approval. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(l) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement or the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(m) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or future Project-related expenses of the Borrower/Grantee.

(n) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another Political Subdivision of the State, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the CIB and NMFA.

(o) Budgeting of Pledged Revenues. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(p) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or System, or any part of the Project or System; provided, however, that if the Project is a joint project of the Borrower/Grantee and other Qualified Entities (as defined by the Act), the Borrower/Grantee and the other Qualified Entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the NMFA shall have the power to enforce the terms of this Agreement, without qualification, as to each and every Qualified Entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(q) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(r) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the Project and to inspect the Project and all properties comprising the Project, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(s) Records and Reporting. The Borrower/Grantee shall maintain financial records in accordance with Generally Accepted Accounting Principles throughout the Agreement Term, and in the event that the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14 does not apply, conduct an audit of the Project's financial records if requested by the CIB or the NMFA and provide any and all other information and access to the Project as requested by the CIB or the NMFA.

(t) Acquisition and Completion. The Borrower/Grantee shall proceed expeditiously to complete the Project and shall commence the Project in a commercially reasonable timeframe following the Closing Date. Further, the Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently in accord with all applicable laws, ordinances, resolutions and regulations relating to the acquisition, operation, maintenance and completion of the Project and use of the Loan/Grant proceeds. The Project shall be designed so as to incorporate the available technologies and operational design for water use efficiency. The plans and specifications shall be approved by all entities required by the CIB or NMFA in their sole discretion to approve such plans and specifications prior to the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(u) Use of Loan/Grant Proceeds for Construction; Other Qualified Entities The Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, installed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other Qualified Entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, installed, located, completed or extended on such real property), which written agreement shall be subject to approval by the NMFA and shall include an express statement by such other Qualified Entity that the NMFA is a third party beneficiary of such written agreement.

(v) Local Match. The Local Match is legally available for the Project, has been applied or set aside by the Borrower/Grantee solely for the purposes of the Project and sufficient evidence of the Local Match, as provided by the Borrower/Grantee's Resolution No. 34 23/24 adopted on February 14, 2024 has been provided and will be continued to be provided as part of the Borrower/Grantee's quarterly reporting as outlined in Section 7.1 and as otherwise requested by the NMFA.

(w) Rate Covenant. The Borrower/Grantee covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(x) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended, and upon request, provide the NMFA with a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(y) Executive Order 2013-006 Requirements. The Borrower/Grantee has and will meet the requirements of Executive Order 2013-006 prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the CIB.

(z) Additional Debt. Prior to entering into additional indebtedness secured by a lien on the Pledged Revenues that is senior to or on parity with this Agreement, the Borrower/Grantee will seek the written consent of the NMFA, which consent will not be unreasonably withheld. Prior to entering into additional indebtedness secured by a lien on the Pledged Revenue subordinate to this Agreement or a lien on any revenues of the Borrower/Grantee other than the Pledged Revenues, the Borrower/Grantee will notify the NMFA in writing of such indebtedness.

(aa) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: (a) submission and acceptance of a completed Form of Certificate of Completion, Exhibit "D", and repayment of the Loan Amount and interest or (b) the exercise by the NMFA to terminate the Agreement pursuant to an Event of Default as outlined in Section IX of this Agreement.

ARTICLE IV LOAN/GRANT TO THE BORROWER/GRANTEE; INVESTMENT OF MONEYS

Section 4.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the NMFA, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "C" of this Agreement. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

(i) Subordinate Nature of Loan Amount Obligation. The obligation of the Borrower/Grantee to make the Loan Payments shall be subordinate to all Senior Obligations secured by the Pledged Revenues and shall be on parity with any Parity Subordinate Obligations existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues. The obligation of the Borrower/Grantee to make the Loan Payments shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the NMFA pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended.

(ii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, if a Borrower/Grantee has encountered an unforeseeable

hardship, the Borrower/Grantee may apply in writing on or before April 1st to the NMFA for forgiveness of the annual Loan Payment coming due on June 1 of the same year. The Borrower/Grantee shall submit its application to the NMFA for a determination by the NMFA, in cooperation with DFA, and shall submit sufficient documentation of the existence of the unforeseeable hardship as is reasonably required by the NMFA, in cooperation with DFA, to make a determination. The Borrower/Grantee shall promptly respond to additional requests for information from the NMFA or DFA. Such application for a Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. The NMFA shall communicate the decision to the Borrower/Grantee in writing. In the event of a determination of unforeseeable hardship, the Loan Payment otherwise due on June 1 of that year shall be forgiven. If no unforeseeable hardship is found to exist, the Loan Payment shall remain outstanding and due and payable in accordance with the terms of this Agreement.

(iii) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the CIB, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

(b) Grant to the Borrower/Grantee. The CIB has granted to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the NMFA and the CIB an amount equal to the Grant Amount subject to the terms of this Agreement.

(c) Project Account. The NMFA may establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

Section 4.2 Investment of Borrower/Grantee's Accounts. Money on deposit in the Borrower/Grantee's accounts created hereunder and held by the NMFA may be invested by the NMFA for the credit of the Fund.

Section 4.3 Loan/Grant Amount Does Not Exceed Total Cost. The sum of the Grant Amount, the Loan Amount, and the Local Match (and as set forth on the Term Sheet) does not exceed the cost of the Project, which, along with other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project.

Section 4.4 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

ARTICLE V

LOAN/GRANT AMOUNT DISBURSEMENT CONDITIONS

Section 5.1 Conditions Precedent to Disbursement of Loan/Grant Amount. Prior to the payment of any requisition of the Loan/Grant Amount or any portion thereof by the NMFA from the Fund, the following conditions shall be satisfied:

(a) The NMFA shall have determined that the Borrower/Grantee has met the Conditions established for the Loan/Grant; and

(b) Prior to disbursement of any portion of the Loan/Grant Amount for installation or construction, the plans and specifications for the Project shall have been approved by all entities required by the CIB or the NMFA in their sole discretion to approve such plans and specifications and the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to, easements, rights of way, or permits on the real property upon or through which the Project is to be [designed] installed, constructed, located, completed or extended; and

(c) The Borrower/Grantee shall be in compliance with the provisions of this Agreement; and

(d) No Event of Default has occurred; and

(e) The Borrower/Grantee shall have provided any other information requested by the NMFA in its absolute discretion including documentation sufficient to make a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

Section 5.2 Accounting for Amounts Credited to the Project Account. So long as Section 5.1 has been complied with and all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of all plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, installation, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall seek funds sufficient to satisfy the request and, upon receipt of those funds disburse from the Fund, amounts which together are sufficient to pay the requisition in full or that portion approved by the NMFA in its sole discretion. The certification provided pursuant to this Section 5.2 in support of the requisition must be acceptable in form and substance to the NMFA. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the CIB, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 5.3 Acknowledgment and Non-liability for Funding Interruption. The Borrower/Grantee hereby acknowledges that the NMFA and the CIB may be required to seek or request funds to satisfy the request outlined in Section 5.2 from an agency, instrumentality or other Political Subdivision of the State and that the NMFA and the CIB may have no control or authority over those entities. The Borrower/Grantee hereby agrees to waive on behalf of itself and indemnify and hold the NMFA and the CIB harmless from any and all third party claims, liability or damage that may or could be caused as a result of a delay or denial of funds related to or arising from the procedure described above or any other mechanism necessary or required to request, secure or process funds.

Section 5.4 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Fund, of the Loan/Grant Amount, or any portion thereof, without the approval of the NMFA to reimburse any expenditure made prior to the approval date of the award by the NMFA Board.

Section 5.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA, substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, that the Project has been completed. No portion of the Loan/Grant Amount shall be disbursed after the expiration of the Interim Period.

Section 5.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Amount; Termination of Pledge. Upon the first to occur of either (a) completion of the disbursement of the Loan/Grant Amount as signified by delivery of the completion certificate contemplated in Section 5.5 hereof; or (b) the earlier expiration of the time allowed for disbursements of Loan/Grant funds as provided in Section 5.5 hereof, the NMFA shall transfer the amounts remaining on deposit in the Project Account, if any, to such other fund permitted by law. Upon such entry, the pledge of the Project Account, if any, established in this Agreement shall terminate.

ARTICLE VI

LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Senior Obligations and Parity Subordinate Obligations, the Borrower/Grantee does hereby grant a security interest in and a subordinate lien (but not an exclusive subordinate lien) on the Pledged Revenues on parity with the Parity Subordinate Obligations and subordinate to the lien on the Pledged Revenues of the Senior Obligations and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all Senior Obligations pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (provided that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the NMFA pursuant to the Act or the Water Project Finance Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments at the time and in the manner contemplated by this Agreement, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "C". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "C".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Colonias Infrastructure Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Colonias Infrastructure Project Fund.

Section 6.3 Manner of Payment. The Loan Amount shall be payable by the Borrower/Grantee to the NMFA in annual installments of principal payable on June 1 after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 10.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 NMFA's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee, the NMFA agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the NMFA no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII ADMINISTRATION

Section 7.1 Borrower/Grantee Reporting to the NMFA. The Borrower/Grantee shall provide the NMFA with a quarterly written report substantially in the form of Exhibit "D" attached hereto, or other report format as designated by the NMFA, and signed by an Authorized Officer of the Borrower/Grantee. The first quarterly report shall be due on March 31, 2025, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, and (c) a description of the percentage of completion of the Project.

Section 7.2 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds. Upon the completion of the Project as signified by delivery of the completion certificate required by Section 5.5 hereof, the NMFA shall determine, by reference to the Project Account, if any, whether any portion of the authorized Loan/Grant Amount remains unexpended. If any of the Loan/Grant Amount remains unexpended, the funds shall be transferred by the NMFA to the appropriate account or fund in accordance with applicable law and the Borrower/Grantee shall have no right to access the funds.

Section 7.3 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and carrying out the intention hereof.

Section 7.4 Representatives of the NMFA or of Borrower/Grantee. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee, or the NMFA is required to take some action at the request of any of them, such approval or such request shall be given for the NMFA or for the Borrower/Grantee, by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.5 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in

accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 7.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin;

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended; and

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 7.7 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the Little Miller Act. If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be used as authorized by law.

ARTICLE VIII INSURANCE; NON-LIABILITY OF THE NMFA AND CIB

Section 8.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the NMFA as additional insureds with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other Qualified Entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other Qualified Entity that the NMFA is a third party beneficiary of such written agreement.

Section 8.2 Non-Liability of the NMFA and the CIB.

(a) The NMFA and the CIB shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) The NMFA and the CIB shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) To the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA and the CIB harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA and the CIB harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA or the CIB, shall defend the NMFA or the CIB, as applicable, in any such action or proceeding.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable; or

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the NMFA, unless the NMFA shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the NMFA but cannot be cured within the applicable thirty (30) day period, the NMFA will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 9.1(b) during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is determined to be false or misleading in any material respect in the sole discretion of the NMFA; or

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests; or

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debt as they become due or is generally not paying its debt as such debt become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests; or

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 9.2 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid only from available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 9.3 Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.4 hereof, the NMFA may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the NMFA;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues;

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of their rights hereunder.

The Borrower/Grantee shall be responsible for reimbursing the NMFA for any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 9.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the NMFA is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the NMFA to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5 Waivers of Events of Default. The NMFA may, in its discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the NMFA in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the NMFA on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the NMFA shall be restored to its former position and rights hereunder, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof, and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided,

however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE X MISCELLANEOUS

Section 10.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Truth or Consequences
Attn.: City Manager
505 Sims Street
Truth or Consequences, New Mexico 87901

If to the NMFA, to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Borrower/Grantee or the NMFA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the NMFA and the Borrower/Grantee and their respective successors and assigns, if any.

Section 10.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the NMFA and the Borrower/Grantee on the Effective Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Effective Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 10.4 Amendments. This Agreement may be amended only with the written consent of all of the parties to this Agreement. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 10.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the NMFA

or the CIB, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee, the CIB or of the NMFA is hereby expressly waived and released by the Borrower/Grantee, the CIB and the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 10.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Pursuant to NMSA 1978, § 6-21-26, as amended, the venue for any proceedings or any other action or procedure against the NMFA shall be in Santa Fe County.

Section 10.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.10 Application of Act and Board Rules. The NMFA and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and the Board Rules are incorporated into this Agreement by reference.

Section 10.11 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow.]

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the NMFA, has executed this Agreement, which was approved by the CIB on May 16, 2024, and by the NMFA's Board of Directors on June 27, 2024, in its corporate name by its duly Authorized Officer; and the Borrower/Grantee has caused this Agreement to be executed and attested by duly Authorized Officers thereof. All of the above are effective as of the date first above written.

NMFA:

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the
New Mexico Finance Authority:

VIRTUE & NAJJAR, PC
As Loan/Grant Counsel

By: _____
Carla R. Najjar

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Daniel C. Opperman, Chief Legal Officer

BORROWER/GRANTEE:

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By: _____
Angela A. Torres, City Clerk-Treasurer

EXHIBIT "A"

TERM SHEET

**\$305,400 COLONIAS INFRASTRUCTURE PROJECT LOAN/GRANT TO THE CITY
OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO**

Project Description:	The Project is infrastructure development in accordance with the Act consisting of improvements to a wastewater system, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies and is more specifically described as the design and construction or replacement of inoperable mechanical bar screen for the wastewater treatment plant and shall include such other related work and revisions necessary to complete the Project.
Grant Amount:	\$274,860
Loan Amount:	\$30,540
Interest Component:	0%
Pledged Revenues:	Revenues received by the Borrower/Grantee's under the Tax Ordinance, being revenues of the Borrower/Grantee's Ordinance No. 389 adopted on March 26, 1992, with and effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, with an effective date of July 1, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-earmarked and is now enforceable under NMSA 1978, § 7-19D-9, as amended, which the Borrower/Grantee pledges to the payment of the Loan Payments
Outstanding Senior Obligations for Pledged Revenues:	None.
Outstanding Parity Subordinate Obligations for Pledged Revenues:	NMFA Loan CIF-6441
Authorizing Legislation:	Borrower/Grantee Resolution No. 22 24/25, adopted on November 13, 2024
Local Match:	\$30,540, as calculated pursuant to Section 2.3 of the Policies

Closing Date: December 20, 2024

Project Account Deposit: \$305,400

Conditions to be satisfied prior to first disbursement of the Loan/Grant Amount:

Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk-Treasurer of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk-Treasurer of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant:

Verification of complete and approved plans/specification prior to disbursement of construction funds; and all Conditions defined in the Agreement.

EXHIBIT "B"

**FORM OF REQUISITION
(Colonias Infrastructure Project Fund)**

RE: \$305,400 Loan/Grant Agreement by and between the New Mexico Finance Authority and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement").

Loan/Grant No. CIF-6442

Closing Date: December 20, 2024

TO: NEW MEXICO FINANCE AUTHORITY, colonias@nmfa.net

You are hereby authorized to disburse from the Project Account – City of Truth or Consequences with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

PAYEE'S NAME: _____

PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ _____
Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____

TOTAL REQUIRED MATCH: \$30,540

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the NMFA pursuant to the Colonias Infrastructure Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Project Account – City of Truth or Consequences, New Mexico. All representations contained in the Agreement, the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, water rights, easements or rights of way; (7) eligible legal costs and eligible fiscal agent fees associated with development of Qualified Projects, within limits set by the Colonias Infrastructure Board ("CIB").

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved by all entities required by the CIB and the New Mexico Finance Authority in their sole discretion to approve such plans and specifications, has or will be acquired in compliance with applicable procurement laws and regulations and has or will be inspected and approved in accordance with applicable laws and regulations.

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

DATE: _____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name: _____

Print Title: _____

EXHIBIT "C"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount shall be payable by the Borrower/Grantee to the NMFA in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2027 and ending June 1, 2046. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty.

EXHIBIT "D"

COLONIAS INFRASTRUCTURE PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: City of Truth or Consequences Contact Name: Title: Email Address:	Project Number: CIF-6442 Project Name: WWTP Bar Screen Replacement Project Type: Wastewater Infrastructure Project - Design and construct
Reporting Period: From _____ To _____ ☐ Quarterly Project Report: ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ Final Project Report ☐ Other _____	
CIF Funding Expiration: _____ Total CIF Award: \$305,400 Current Balance: \$ _____ Loan 90% Grant 10% Match \$30,540 Expected CIF Award Expenditure Next Quarter: \$ _____ Local Match Expenditure: To Date \$ _____ Next Quarter \$ _____	
Project Phase: ☐ Planning ☐ Design ☐ Construction	
PROJECT COMPLETION: Original Date _____ Current Date _____ _____ % Complete Days Remaining to Complete _____ On Schedule? ☐ Yes ☐ No	
Briefly Describe Project Progress During This Reporting Period:	
Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:	
Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:	
Authorized Officer PRINT NAME: _____ PRINT TITLE: _____	SIGNATURE: _____ Date: _____

****All fields must be completed***

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$305,400 Loan/Grant Agreement by and between the NMFA and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. CIF-6442

Closing Date: December 20, 2024

TO: NEW MEXICO FINANCE AUTHORITY, colonias@nmfa.net

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20____.

2. The total cost of the Project was \$ _____.

3. Cost of the Project paid from the Loan/Grant Amount was \$ _____.

4. The portion of the Loan/Grant Amount unexpended for the Project is \$ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 01 24/25 adopted by the Borrower/Grantee on July 10, 2024
2. Resolution No. 22 24/25 adopted on November 13, 2024, Notice of Meeting, Meeting Agenda, and Affidavit of Publication of Notice of Adoption of Resolution in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate of Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Virtue & Najjar, PC, Loan/Grant Counsel to the NMFA
9. NMFA Application and Project Approval (informational only)

STATE OF NEW MEXICO)
) ss.
COUNTY OF SIERRA)

Present:

[Remainder of page intentionally left blank.]

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
RESOLUTION NO. 22 24/25

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR "LENDER/GRANTOR") AND THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO ("BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF THREE HUNDRED FIVE THOUSAND FOUR HUNDRED DOLLARS (\$305,400), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION OR REPLACEMENT OF AN INOPERABLE MECHANICAL BAR SCREEN FOR THE WASTEWATER TREATMENT PLANT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF THIRTY THOUSAND FIVE HUNDRED FORTY DOLLARS (\$30,540) SOLELY FROM THE BORROWER/GRANTEE'S ORDINANCE NO. 389 ADOPTED ON MARCH 26, 1992, AS AMENDED BY ORDINANCE NO. 472 ADOPTED ON MARCH 13, 2000, WITH AN EFFECTIVE DATE OF JULY 1, 2000, IMPOSING A ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX WHICH THE BORROWER/GRANTEE PLEDGES TO THE PAYMENT OF THE LOAN PAYMENTS, WHICH MUNICIPAL GROSS RECEIPTS TAX HAS BEEN DE- earmarked and is now ENFORCEABLE UNDER NMSA 1978, § 7-19D-9, AS AMENDED AND ACCEPTANCE OF A GRANT AMOUNT OF TWO HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$274,860); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the Colonias Infrastructure Board ("CIB") is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the "State"), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the "Colonias Infrastructure Act" or the "Act"); and

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1, through 6-21-31, as amended (the “NMFA Act”); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the “Fund”) in the NMFA, to be administered by the NMFA to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of Act; and

WHEREAS, the Borrower/Grantee submitted an application dated March 1, 2024, for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 16, 2024, recommended to the NMFA that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the NMFA enter into and administer the Loan/Grant Agreement; and

WHEREAS, the NMFA approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 27, 2024; and

WHEREAS, the joint utility revenues originally approved on June 27, 2024, as pledged revenues, have since then changed to now be revenues of the Borrower/Grantee received pursuant to the Tax Ordinance as discussed during the NMFA Board meeting on October 31, 2024; and

WHEREAS, the Borrower/Grantee has imposed by the Tax Ordinance a one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax on the gross receipts of all persons engaging in business within the Borrower/Grantee which constitutes the Pledged Revenues; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Municipal Infrastructure Gross Receipts Tax pursuant to NMSA 1978, § 7-19D-9, as amended; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee that the Borrower/Grantee enter into an Agreement with the Lender/Grantor to borrow thirty thousand five hundred forty dollars (\$30,540) from the Lender/Grantor and to accept a grant in the amount of two hundred seventy four thousand eight hundred sixty dollars (\$274,860) from the Lender/Grantor to finance the costs of the design and construction or replacement of

inoperable mechanical bar screen for the wastewater treatment plant, this project being more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Local Match, as provided by the Borrower/Grantee's Resolution No. 34 23/24 adopted on February 14, 2024 and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public they serve that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the CIB or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the CIB, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk-Treasurer this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Resolution unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Resolution including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

"Agreement" or "Loan/Grant Agreement" means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

“Authorized Officers” means, any one or more of the Mayor, City Manager and the City Clerk-Treasurer of the Borrower/Grantee.

“Closing Date” means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee and the NMFA.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of Truth or Consequences.

“Colonias Infrastructure Project Fund” or “Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Completion Date” means the date of final payment of the cost of the Project.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Loan/Grant Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and completing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees and Eligible Project Management Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the qualified project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Eligible Project Management Fees” means the fees and costs associated with the planning, implementation and technical oversight of the project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project, in an amount up to ten percent (10%) of the Loan/Grant Amount.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Borrower/Grantee as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the City Commission of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall equal 90% of the amount disbursed not to exceed two hundred seventy-four thousand eight hundred sixty dollars (\$274,860).

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

"Loan" or "Loan Amount" means 10% of the amount disbursed to the Borrower/Grantee during the Interim Period for the purpose of funding the Project, and shall not equal more than thirty thousand five hundred forty dollars (\$30,540).

"Loan/Grant" or "Loan/Grant Amount" means the combined amount distributed to the Borrower/Grantee during the Interim Period as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project and shall not equal more than three hundred five thousand four hundred dollars (\$305,400).

"Loan Payments" means, collectively, the Principal Component (defined in the Loan/Grant Agreement) to be paid by the Borrower/Grantee as payment of the Loan/Grant Agreement as shown on Exhibit "C" to the Loan/Grant Agreement.

"Local Match" means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is thirty thousand five hundred forty dollars (\$30,540).

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Pledged Revenues" means the revenues received by the Borrower/Grantee pursuant to the Tax Ordinance which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

"Policies" means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

"Political Subdivision of the State" means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

"Project" means the project described in the Term Sheet.

“Project Account” means the book account, if any, established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the NMFA for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“State” means the State of New Mexico.

“Tax Ordinance” means the Borrower/Grantee’s Ordinance No. 389 adopted on March 26, 1992, with and effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, with an effective date of July 1, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-earmarked and is now enforceable under NMSA 1978, § 7-19D-9, as amended, which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to this Agreement and the Resolution, as described in the Term Sheet.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is twenty (20) years.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public it serves.

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

A. The Project is needed to meet the needs of the Borrower/Grantee and the public it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Lender/Grantor shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has proper title to, easements, rights of way, permits or the requisite access needed, on the real property upon which the Project is being conducted.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least the majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of two hundred seventy-four thousand eight hundred sixty dollars (\$274,860) and borrowing the Loan Amount of thirty thousand five hundred forty dollars (\$30,540) to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of two hundred seventy-four thousand eight hundred sixty dollars (\$274,860) and the Loan shall be in the amount of thirty thousand five hundred forty dollars (\$30,540). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement, as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk-Treasurer is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds; Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the NMFA shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount directly from the Pledged Revenues to the NMFA

as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk-Treasurer of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Form of Notice of Adoption of Resolution for Publication]

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 22 24/25, duly adopted and approved by the City Commission of the City of Truth or Consequences. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk-Treasurer, at 505 Sims Street, Truth or Consequences, New Mexico 87901.

The title of the Resolution is:

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
RESOLUTION NO. 22 24/25

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR "LENDER/GRANTOR") AND THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO ("BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF THREE HUNDRED FIVE THOUSAND FOUR HUNDRED DOLLARS (\$305,400), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION OR REPLACEMENT OF AN INOPERABLE MECHANICAL BAR SCREEN FOR THE WASTEWATER TREATMENT PLANT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF THIRTY THOUSAND FIVE HUNDRED FORTY DOLLARS (\$30,540) SOLELY FROM THE BORROWER/GRANTEE'S ORDINANCE NO. 389 ADOPTED ON MARCH 26, 1992, AS AMENDED BY ORDINANCE NO. 472 ADOPTED ON MARCH 13, 2000, WITH AN EFFECTIVE DATE OF JULY 1, 2000, IMPOSING A ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX FROM WHICH THE BORROWER/GRANTEE PLEDGES TO THE PAYMENT OF THE LOAN PAYMENTS, WHICH MUNICIPAL GROSS RECEIPTS TAX HAS BEEN DE- earmarked and is now enforceable under NMSA 1978, § 7-19D-9, AS AMENDED AND ACCEPTANCE OF A GRANT AMOUNT OF TWO HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$274,860); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE

LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2024.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By: _____
Angela A. Torres, City Clerk-Treasurer

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ () Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and City Clerk-Treasurer signed the Resolution upon the records of the minutes of the Governing Body.

[Remainder of page intentionally left blank.]

After consideration of matters not relating to the Resolution, the meeting upon motion duly made, seconded and carried, was adjourned.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By: _____
Angela A. Torres, City Clerk-Treasurer

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO

)
) ss.
)

COUNTY OF SIERRA

I, Angela A. Torres, the duly qualified and acting City Clerk-Treasurer of the City of Truth or Consequences, New Mexico (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the City Commission Chambers, 405 W. Third St, Truth or Consequences, New Mexico 87901, on November 13, 2024 at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. 22 24/25 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. The proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's Open Meetings Resolution No. 01 24/25, adopted and approved on July 10, 2024 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of December 2024.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Angela A. Torres, City Clerk-Treasurer

EXHIBIT "A"

Notice of Meeting, Meeting Agenda, Minutes, and
Affidavit of Publication of Notice of Adoption of Resolution

STATE OF NEW MEXICO)
) ss. GENERAL AND NO LITIGATION
COUNTY OF SIERRA) CERTIFICATE

5. Notice of adoption of the Resolution was published in English in the *Sierra County Sentinel*, a newspaper qualified to publish legal notices that is of general circulation in the City of Truth or Consequences, New Mexico.

6. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority, as authorized by the Resolution.

7. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Resolution.

8. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article IX of the Loan/Grant Agreement has occurred.

9. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (b) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken (c) the execution and delivery of the Loan/Grant Agreement, or (d) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement. No referendum petition or request for an election has been filed with respect to the Resolution or Loan Agreement under the provisions the laws, bylaws, rules, regulations or other governance document of the Borrower/Grantee or the State with respect to the Resolution or the Loan/Grant Agreement.

10. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Loan/Grant Agreement and in the Resolution are true and correct as of the date hereof.

11. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

12. To our knowledge and belief after due investigation, neither the Mayor and City Clerk-Treasurer, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

13. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at Commission Chambers at 405 W. Third Street, Truth or Consequences, New Mexico, the principal meeting place of the Borrower/Grantee.

14. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on July 10, 2024 establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Resolution and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 01 24/25 which resolution was effective on November 13, 2024, and has not been amended, repealed or rescinded.

15. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended.

16. The Tax Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

17. The Mayor and the City Clerk-Treasurer, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

18. This Certificate is for the benefit of the NMFA and the Colonias Infrastructure Board.

19. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Borrower/Grantee this 20th day of December 2024.

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____
Rolf Hechler, Mayor

[SEAL]

By: _____
Angela A. Torres, City Clerk-Treasurer

\$305,400
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO
COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT
NO. CIF-6442

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss. DELIVERY, DEPOSIT AND
) CROSS-RECEIPT CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk-Treasurer of the City of Truth or Consequences, Sierra County, New Mexico (the "Borrower/Grantee"):

1. On the date of this Certificate, the Borrower/Grantee executed and delivered, or caused to be executed and delivered, a Loan/Grant Agreement between the Borrower/Grantee and the New Mexico Finance Authority (the "NMFA" or "Lender/Grantor"), in the aggregate principal amount of three hundred five thousand four hundred dollars (\$305,400) (the "Loan/Grant Agreement"), as authorized by Borrower/Grantee Resolution No. 22 24/25 (the "Resolution") adopted on November 13, 2024 relating to the execution and delivery of the Loan/Grant Agreement. The Grant Amount equals two hundred seventy-four thousand eight hundred sixty dollars (\$274,860) and the Loan Amount equals thirty thousand five hundred forty dollars (\$30,540) as such terms are defined in the Loan/Grant Agreement.

2. The undersigned acknowledge that the Loan/Grant Amount, as defined in the Loan/Grant Agreement, is available for disbursement to the Borrower/Grantee pursuant to the terms of Section 5.2 of the Loan/Grant Agreement upon transmission of payment requisitions to the NMFA in substantially the form attached as Exhibit "B" to the Loan/Grant Agreement, with supporting documentation as provided in the Loan/Grant Agreement, and will be used as set forth in the Resolution and the Loan/Grant Agreement.

WITNESS our hands this 20th day of December 2024.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____
Rolf Hechler, Mayor

[SEAL]

By: _____
Angela A. Torres, City Clerk-Treasurer

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has on the date of this Certificate, received the Loan/Grant Agreement for Project No. CIF-6442 from the City of Truth or Consequences, Sierra County, New Mexico.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

\$305,400
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO
COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT
NO. CIF-6442

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Truth or Consequences (the "Borrower/Grantee"), a municipality in the County of Sierra and the State of New Mexico, hereby certifies:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the design, construction, operation, and maintenance of the facilities to be designed, constructed, installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority (the "Project"), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.
3. That the attached map shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Truth or Consequences as of this 20th day of December 2024.

Jaime F. Rubin,
Attorney for Borrower/Grantee
314 Main Avenue,
Truth or Consequences, New Mexico, 87901

FINAL OPINION OF COUNSEL

To: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: City of Truth or Consequences, Sierra County, New Mexico
\$305,400 Loan/Grant No. CIF-6442

Ladies and Gentlemen:

I am an attorney representing the City of Truth or Consequences, New Mexico (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority ("NMFA" or "Lender/Grantor") and the New Mexico Colonias Infrastructure Board ("CIB") are relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. 22 24/25 adopted by the Governing Body of the Borrower/Grantee on November 13, 2024 (the "Resolution") unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The City of Truth or Consequences Colonias Infrastructure Project Fund Application dated March 1, 2024, the New Mexico Colonias Infrastructure Board Approval dated May 16, 2024, and the NMFA Board Approval dated June 27, 2024, for Loan/Grant No. CIF-6442 (the "Application" and the "Approval," respectively), relating to the Project.
- (2) The statutes creating the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution or resolutions of the Borrower/Grantee in effect on November 13, 2024, and December 20, 2024.
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.

- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the legal action of the Borrower/Grantee relating to (a) the selection of its Mayor, City Commission and City Clerk-Treasurer; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, by means of the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the CIB, acting through the NMFA; (i) the Resolution authorizing the Authorized Officers of the Borrower/Grantee to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing such Loan/Grant.
- (6) The Resolution and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.
- (8) The Borrower/Grantee's Ordinance No. 389 adopted on March 26, 1992, with and effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-earmarked and is now enforceable under NMSA 1978, § 7-19D-9, as amended ("Tax Ordinances").

Based upon my examination of the foregoing, it is my opinion that:

- A. The Borrower/Grantee is a duly organized and existing incorporated municipality under the laws of the State of New Mexico.
- B. The Borrower/Grantee is a community that is a Colonia within the meaning of the Colonias Infrastructure Act.
- C. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.

- D. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- E. The Borrower/Grantee has full legal right and authority:
 - (1) to design, acquire, construct, install and complete the Project;
 - (2) to execute and deliver Loan/Grant documents including those identified above;
 - (3) to perform all acts required by such Loan/Grant documents to be done by it; and
 - (4) to own, operate and maintain the Project during its Useful Life.
- F. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- G. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- H. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates a lien on and pledges the revenues of the Tax Ordinance of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.
- I. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- J. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.
- K. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all Conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or

prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant Agreement.

- L. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- M. Neither the Borrower/Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.
- N. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the NMFA and the CIB associated with the administration of the Colonias Infrastructure Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- O. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project to be designed and constructed with the proceeds of the Loan/Grant will be located.].
- P. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project to be designed and constructed with the proceeds of the Loan/Grant will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- Q. The Borrower/Grantee has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient,

adequate and continuous rights-of-way to permit the design, construction, installation, operation and maintenance of the Project.

- R. The Borrower/Grantee has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date of this opinion letter.
- S. The Tax Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

Dated this 20th day of December 2024.

Jaime F. Rubin,
Attorney for Borrower/Grantee
314 Main Avenue,
Truth or Consequences, New Mexico, 87901

December 20, 2024

New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: \$305,400 Colonias Infrastructure Project Fund Loan/Grant to the
City of Truth or Consequences, Sierra County, New Mexico, CIF-6442

Ladies and Gentlemen:

We have acted as Loan/Grant Counsel to the New Mexico Finance Authority in connection with the three hundred five thousand four hundred dollars (\$305,400) Colonias Infrastructure Project Fund Loan/Grant Agreement dated December 20, 2024 (the "Loan/Grant Agreement") by and between the City of Truth or Consequences, Sierra County, New Mexico (the "Borrower/Grantee") and the New Mexico Finance Authority (the "NMFA" or "Lender/Grantor"). The Loan/Grant Agreement is executed and delivered by the Borrower/Grantee pursuant to NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, and NMSA 1978, §§ 3-31-1 through 3-31-12, as amended, and the Borrower/Grantee's Resolution No. 22 24/25, adopted on November 13, 2024 (the "Resolution"). The Loan/Grant Agreement has been executed and delivered to provide funds to finance the costs of the design and construction or replacement of inoperable mechanical bar screen for the wastewater treatment plant, as described in the Loan/Grant Agreement.

We have examined the Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Borrower/Grantee contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Borrower/Grantee's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge on revenues of the Borrower/Grantee

received pursuant to the Tax Ordinance, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.

2. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan/Grant Agreement is payable solely from and such payment is secured by a valid and binding lien on the Pledged Revenues as set forth in the Loan/Grant Agreement. The Lender/Grantor has no right to have taxes levied by the Borrower/Grantee for the payment of principal of or interest on the Loan/Grant Agreement and the Loan/Grant Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Borrower/Grantee.

4. The Loan/Grant Agreement is a valid and binding obligation of the Lender/Grantor and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to approval by the NMFA Board of Directors of the Pledged Revenues or the provisions of the Loan/Grant Agreement and the Resolution with respect to indemnification provisions requiring that amendments be in writing or payment of attorneys' fees. This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Lender/Grantor and the Borrower/Grantee with the terms of the Loan/Grant Agreement.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressee hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

VIRTUE & NAJJAR, PC



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: G.5

SUBJECT: Discussion/Action - Resolution No. 24 24/25 in support of the display of static equipment on city property located at the Veterans Memorial Park and Museum

DEPARTMENT: Community Development

DATE SUBMITTED: November 7, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Angie Gonzales – City Manager

Summary/Background:

Resolution is required for as part of the qualification for the Veterans Memorial Park and Museum to be placed on the wait list to receive a Static Display.

Recommendation:

Approve Resolution 24 24/25

Attachments:

- Resolution 24 24/25

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Fiscal Impact (Finance): No

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: : CC agendas 11-13-24



RESOLUTION NO. 24 24/25

IN SUPPORT OF THE DISPLAY OF STATIC EQUIPMENT ON CITY PROPERTY LOCATED AT THE VETERANS MEMORIAL PARK AND MUSEUM

Whereas, the City of Truth or Consequences City Commission recognize that the addition of a static equipment display would enhance the Veterans Memorial Park and Museum; and

Whereas, the City of Truth or Consequences City Commission would be honored to house a piece of combat equipment in the Veterans Memorial Park, to pay tribute to those who have served; and

Whereas, the City of Truth or Consequences City Commission understands and acknowledges that the static equipment display is only on loan, thru the United State Army donation Program; and

Whereas, the City of Truth or Consequences City Commission does hereby grant and give permission for the static equipment display to be displayed on the City of Truth or Consequences property commonly referred to as the Veterans Memorial Park And Museum located at 996 S Broadway Street, Truth or Consequences, NM 87901; and

Whereas, the City of Truth or Consequences City Commission having granted permission for the static equipment display to be displayed within the City of Truth or Consequences Veterans Memorial Park, located at 996 S Broadway Street, Truth or Consequences, NM 87901, does agree to protect the static equipment display to the best of their ability; **and**

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES;

The housing, displaying and providing for the upkeep and safety of the static display to be aligned with the interests of the City of Truth or Consequences and its residents.

PASSED, APPROVED AND ADOPTED this 13th day of November 2024.

ATTEST:

Rolf Hechler, Mayor

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: G.6

SUBJECT: Discussion/Action -Publication of Ordinance 770 NM Finance Authority Waterline Replacement Grant/Loan WPF-6323

DEPARTMENT: Community Development

DATE SUBMITTED: November 6, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

The City Commission approved Resolution 50 23/24 accepting a funding award from NMFA WPF in the amount of \$16,000,000.00. Publication of this Ordinance is the first step of execution of the Loan/Grant Agreement documents.

Funds will be used for Critical Waterline Replacement

Recommendation:

Approve Resolution 22 24/25 and execute documents

Attachments:

- NMFA CIF Loan/Grant Agreement Package
- Project Map/Scope Slide

Fiscal Impact (Finance): Yes

Grant - \$14,400,000.00/Loan \$1,600,000.00/Cash Match \$1,600,000.00 – (HUD Funds will be used towards the required cash match for design – Task Order and PO presented under PO's over \$20K 11-13-24)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: : CC agendas 11-13-24

Critical Waterline Replacement

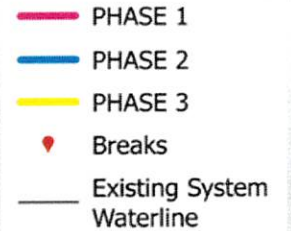
Funded by NMFA WPF

\$16,000,000.00

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

Aug 2023/Oct 2024

Pending Readiness to Proceed Item Completion



FULL PROJECT SCOPE:

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

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

Design Phase Timeline:

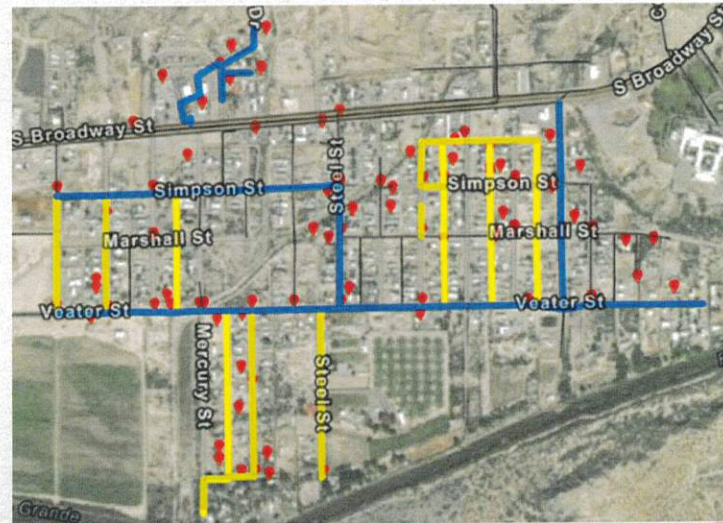
Preliminary Design: 3 months from Notice to Proceed

Construction:

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

FINAL PROJECT SCOPE IN PROGRESS/COMPLETED

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



discipline | intensity | collaboration | shared ownership | solutions

**WILSON
& COMPANY**

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
ORDINANCE NO. 770 OF THE
CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO
DECEMBER 18, 2024**

STATE OF NEW MEXICO)
) ss.
COUNTY OF SIERRA)

The City Commission (the “Governing Body”) of the City of Truth or Consequences, New Mexico (the “Borrower/Grantee”) met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, being the meeting place of the Governing Body for the meeting held on the 18th day of December, 2024, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Mayor:

City Commission:

Absent:

Also Present:

Thereupon, there were officially filed with the City Clerk copies of a proposed Ordinance and Water Project Fund Loan/Grant Agreement in final form, the proposed Ordinance being as hereinafter set forth:

[Remainder of page intentionally left blank.]

**CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
ORDINANCE NO. 770**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$16,000,000, INCLUDING A LOAN IN THE AMOUNT OF \$1,400,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGN AND CONSTRUCTION OF WATERLINE REPLACEMENT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE REVENUES OF A ONE-EIGHTH OF ONE PERCENT (0.125%) OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX IMPOSED BY THE BORROWER/GRANTEE'S TAX ORDINANCE NO. 389 WITH AN EFFECTIVE DATE OF JULY 1, 1992, AMENDED BY TAX ORDINANCE NO. 472, WHICH TAXES HAVE BEEN DE-EARMARKED AND ARE NOW ENFORCEABLE UNDER NMSA 1978, § 7-19D-9, AS AMENDED; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978 §§ 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 30, 2024, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$1,600,000.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Mayor, Mayor Pro Tem and City Clerk of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the City of Truth or Consequences in Sierra County, New Mexico.

“Closing Date” means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” has the meaning given to that term in the Loan/Grant Agreement.

“NMFA” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body

acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized City Commission of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$14,400,000.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of \$1,600,000.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$16,000,000.

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Ordinance.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Ordinance” means this Ordinance as it may be supplemented or amended from time to time.

“Pledged Revenues” means a one-eighth of one percent (0.125%) increment of the Municipal Local Option Gross Receipts Tax imposed on gross receipts of all persons engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments pursuant to the Ordinance and this Agreement and described in the Term Sheet, which tax is enforceable under Section 7-19D-9, NMSA 1978, as amended.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“State” means the State of New Mexico.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 389 passed and approved by the Borrower/Grantee pursuant to Section 7-19D-9, NMSA 1978, as amended by Ordinance No. 472, on March 26, 1992, which imposes a one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective July 1, 1992. Pursuant to Laws 2019, Chapter 274, § 16, the Municipal Infrastructure Gross Receipts Tax imposed by Ordinance No. 389 is no longer identifiable as the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax, and instead comprises one-eighth of one percent (0.125%) of the maximum rate of Municipal Local Option Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%) of which is pledged to the Loan.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

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

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$14,400,000 and borrowing the Loan Amount of \$1,600,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of \$14,400,000 and the Loan shall be in the amount of \$1,600,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into

account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan

Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

**CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE**

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 770, duly adopted and approved by the City Commission of City of Truth or Consequences, New Mexico on December 18, 2024. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk, at 405 W. 3rd Street, Truth or Consequences, New Mexico 87901.

The title of the Ordinance is:

**CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
ORDINANCE NO. 770**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$16,000,000, INCLUDING A LOAN IN THE AMOUNT OF \$1,400,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGN AND CONSTRUCTION OF WATERLINE REPLACEMENT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE REVENUES OF A ONE-EIGHTH OF ONE PERCENT (0.125%) OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX IMPOSED BY THE BORROWER/GRANTEE'S TAX ORDINANCE NO. 389 WITH AN EFFECTIVE DATE OF JULY 1, 1992, AMENDED BY TAX ORDINANCE NO. 472, WHICH TAXES HAVE BEEN DE-EARMARKED AND ARE NOW ENFORCEABLE UNDER NMSA 1978, § 7-19D-9, AS AMENDED; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 18TH DAY OF DECEMBER, 2024.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Ordinance, duly seconded by Governing Body Member _____.

The motion to adopt the Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ () Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Ordinance adopted, whereupon the Mayor and City Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Ordinance, the meeting upon motion duly made, seconded and carried, was adjourned.

[Remainder of page intentionally left blank.]

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)
) ss.
COUNTY OF SIERRA)

I, Angela Torres, the duly qualified and acting City Clerk of the City of Truth or Consequences, New Mexico (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, on December 18, 2024, at the hour of 9:00 a.m., insofar as the same relate to the adoption of Ordinance No. 770 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 01 24/25, adopted and approved on July 10, 2024, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of January, 2025.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Angela Torres, City Clerk

[SEAL]

EXHIBIT "A"

Affidavit of Publication of Notice of Public Hearing, Notice of Meeting, Meeting Agenda and
Affidavit of Publication of Notice of Adoption of Ordinance



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: H.1

SUBJECT: Utility Collections
DEPARTMENT: Utility Office
DATE SUBMITTED: November 5, 2024
SUBMITTED BY: Sonya Renfro, Utility Manager
WHO WILL PRESENT THE ITEM: Utility Collections 2019

Summary/Background:

Utility Collections 2019

Recommendation:

Send to Collections

Attachments:

- Collections Document

Fiscal Impact (Finance): N/A

0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-13-24

Account Number	Contact Name	Service Address	Status	Cycle	Balance	Disconnect Date	Start Date
4999-25521-00	DWIGHT NABOURS	EFFLUENT POND TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/06/2019	01/26/2018
2092-09958-01	DR & G SERVICES LLC	RODEO ARENA Rd # HYDRANT TRUTH OR CONSEQUENCES NM 87901	Inactive	B	15.6	09/30/2019	09/24/2019
4181-12221-01	SMITHCO PROPERTIES	1 SEWER PLANT TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/10/2019	05/02/2017
4190-24574-00	BANK OF THE SOUTHWEST	100 RIO GRANDE ST WILLIAMSBURG NM 87942	Inactive	D	0	06/24/2019	06/16/2014
3121-25024-08	BROOKLYNE H NUNN	100 S CHERRY LN TRUTH OR CONSEQUENCES NM 87901	Inactive	C	185.78	12/11/2019	05/23/2019
3121-25024-07	STEPHANIE M THORNE	100 S CHERRY LN TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/07/2019	07/10/2018
1001-16910-00	MARY JANE DYKE	1000 N LOCUST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/17/2019	11/07/2005
3013-100224-00	HILDA O MADRID	1002 N HYDE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/29/2019	08/16/2018
1001-02944-00	AUBREY DEASON	1002 N PARWAY DR TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/18/2019	09/01/1986
3013-25254-00	JAMES OR TRACY JOHNSON	1003 S RADIUM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	68.78	04/29/2019	06/19/2015
1001-16937-00	LULA J RHOADS	1009 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/05/2019	11/08/2005
1001-01420-02	LORENZA M ANAYA	1011 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/29/2019	05/24/2019
1004-07000-00	MICHAEL MAXWELL	1012 N PINE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	361.69	04/23/2019	08/18/1986
1001-14791-01	MARTHA CHRISTENSEN	1013 POPLAR ST N TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/06/2019	02/28/2017
1001-03009-01	RONALD COSTA	1014 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	-122.92	04/15/2019	06/29/2017
1001-18962-00	MARK OR ANNA FILOSA	1016 N LOCUST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/31/2019	12/13/2006
3013-11854-01	ASSET SOLUTIONS REALTY	102 N FOCH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/02/2019	02/26/2019
3012-05368-00	HOT SPRINGS TRADING	103 E FIRST AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/17/2019	02/22/2000
3121-21220-01	JULIE MARIE TALLENT	1048 E RIVERSIDE DR # 06 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	1.23	08/06/2019	09/20/2016
3121-16952-02	ROBERT DEATHFRAGE	1048 E RIVERSIDE DR # 06 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	199.97	08/16/2019	04/02/2019
3121-16852-01	GONZALO OLVERA	1048 E RIVERSIDE DR # 06 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/13/2019	02/27/2018
3121-23734-02	CRYSTAL E GIBBS	1048 E RIVERSIDE DR # 08 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	471.2	07/09/2019	07/02/2018
3121-21213-00	MADDELINE ARMSTRONG	1048 E RIVERSIDE DR # 3 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/07/2019	03/15/2017
3121-00007-05	SIDNEY S BRYAN	1048 E RIVERSIDE DR #10 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/24/2019	12/27/2014
3121-24768-02	PHILLIP GIRARDI	1048 E RIVERSIDE DR #11 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	105.34	01/15/2019	10/01/2014
3121-00009-04	SANTIAGO L MEDINA	1048 E RIVERSIDE DR #14 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	38.52	05/21/2019	04/17/2019
3121-00009-03	JACK H PENDERGRASS	1048 E RIVERSIDE DR #14 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/09/2019	07/11/2018
3121-23811-03	JAMES A TIER	1048 E RIVERSIDE DR #16 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/27/2019	05/10/2017
3121-23189-01	LYNDA SEELEY-CHITUM	106 N MAGNOLIA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/25/2019	11/28/2017
2091-07257-01	RONALD MELENDY	1065 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	-80.7	02/15/2019	10/16/2018
3011-15127-01	THE SPROSTON PARTNERSHIP	107 BROADWAY ST -A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/26/2019	07/12/2017
3011-15127-04	GREGORY MUSGRAVE	107 BROADWAY ST -A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/19/2019	02/07/2019
3011-15127-03	MARK A FILOSA	107 BROADWAY ST -A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/07/2019	03/12/2018
1001-29383-04	JAMES L COY	1085 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/19/2019	05/26/2016
1001-25383-06	MARY W WHITFIELD	1085 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/30/2019	02/07/2019
1001-25383-05	SUNSHINE MOORE	1085 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/07/2019	02/27/2017
4180-14341-00	DAVID STONE DELIO	109 A CENTRAL ST WILLIAMSBURG NM 87942	Inactive	D	0	09/13/2019	01/05/2016
3121-14852-00	LORRI WILLIAMS	1098 E RIVERSIDE DR #1 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/05/2019	07/01/2003
3121-14853-00	LORRI WILLIAMS	1098 E RIVERSIDE DR #2 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/05/2019	07/01/2003
3121-14854-00	LORRI WILLIAMS	1098 E RIVERSIDE DR #3 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/05/2019	07/01/2003
3121-15877-00	LORRI WILLIAMS	1098 E RIVERSIDE DR #4 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/05/2019	09/08/2004
3121-14901-00	LORRI WILLIAMS	1098 E RIVERSIDE DR #5 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/05/2019	07/18/2003
3121-14902-00	LORRI WILLIAMS	1098 E RIVERSIDE DR #6 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/05/2019	07/18/2003
3121-13897-01	LORRI WILLIAMS	1098 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0.01	03/05/2019	05/10/2002
3121-13896-00	STEVE FAYKUS	1098 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/23/2019	03/22/2018
4180-20154-00	DANIEL THORP	110 MICHIGAN ST WILLIAMSBURG NM 87942	Inactive	D	157.47	04/17/2019	03/12/2008
2092-25096-03	K45 REALTY	1100 MESCALERO DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/02/2019	02/25/2019
2092-25096-02	DIANE WILLIAMS	1100 MESCALERO DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/19/2019	01/31/2019
2092-24206-06	DOUGLAS B PARSONS	1101 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	36.71	12/04/2019	04/05/2018
2092-10695-00	JUAN TREVIJO	1102 N BOSQUE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/01/2019	03/16/1999
2092-15744-01	HONORE HACKETT	1105 N RIVERSIDE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/09/2019	10/01/2019
2092-15744-00	IERI KNIGHT	1105 N RIVERSIDE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/02/2019	07/08/2004
2092-24538-00	PERRY T WOLFF	1107 N BOSQUE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/11/2019	05/29/2014
3013-25258-01	FELIPE JR HERNANDEZ	1109 S RADIUM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/02/2019	06/25/2019
3013-25256-00	GLADYS STRAWBRIDGE	1109 S RADIUM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/17/2019	12/10/2015

Contact with Customer

Emailed letter, mailed letter, no current Acct, doesn't own property, letter returned property vacant unable to forward

Emailed letter, mailed letter, no current account, doesn't own property, unable to forward current address unknown

emailed letter, mailed letter, no current account, doesn't own property, signed for letter 8/28/24

Mailed letter, emailed letter, no other account, doesn't own property, letter returned unable to forward insufficient address

No email, Not a good address, mailed letter, returned unable to forward

No email, Mailed letter, no property owned, no account, Signed for letter not Rogers

No email, Mailed letter, letter signed for not Misty Wolfe

4180-22381-03	DAVID STONE DELIO	111 CENTRAL ST WILLIAMSBURG NM 87942	Inactive	D	0	10/04/2019	02/28/2011	Emailed, No good address, no account, no property owned, unable to deliver
2007-14848-01	MICHAEL CROWE	112 W THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/01/2019	06/18/2008	
3011-24789-00	RUTH KAY THOMPSON	113 W MAIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/07/2019	10/15/2014	
3121-23357-02	VICKI SEARS	114 S GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/23/2019	01/28/2016	
3121-23357-05	DUSTIN BYERS	114 S GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/01/2019	05/31/2013	
4190-24164-01	JEANETTE LANE	114 VEATER ST WILLIAMSBURG NM 87942	Inactive	D	0	08/16/2019	11/12/2013	Deceased
3011-22567-02	KENNETH L SCHAAF	115 S DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/03/2019	07/01/2011	Emailed, Letter sent, no good address, doesn't own property, no current acct, letter returned.
4190-19576-00	GILBERT OR JOSI ZAMORA	115 W VAL VERDE ST WILLIAMSBURG NM 87942	Inactive	D	0	04/01/2019	01/12/2015	
4190-24848-00	JOSEPHINE VARNUM	118 RIO GRANDE ST WILLIAMSBURG NM 87942	Inactive	D	0	12/23/2019	11/10/2014	
2091-24138-01	KAREN L GULLETT	1201 E CABALLO Rd # 10 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/09/2019	07/06/2016	
2091-17414-01	PLAZA REALTY	1201 E CABALLO Rd # 17 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/01/2019	09/08/2017	
2091-09800-02	PETER DE GEEST	1201 E CABALLO Rd # 21 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/28/2019	08/21/2018	
1001-22088-02	JAIDYN DOMINA OR RYAN EVANS	1201 N PERSHING St # A TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/19/2019	12/19/2018	
1001-22088-02	ANDRIAN N RODRIGUEZ	1201 N PERSHING St # C TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/22/2019	06/28/2018	
1001-25336-09	MARY MITZI ARANILLA	1202 N PATTON ST #05 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/07/2019	05/14/2019	
1001-25336-08	SMITHCO PROPERTIES	1202 N PATTON ST #05 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/14/2019	10/17/2018	
4180-24926-12	SABINA ST CYR	1202 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/10/2019	09/10/2018	
1001-04899-00	GARRETT WESTERN INC	1204 N DATE St # HYDRANT TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/26/2019	08/13/2019	
1001-04898-00	HERALD PUBLISHING CO	1204 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/23/2019	09/01/1986	Emailed, Sent letter, No current acct, no property owned, letter signed for not June Olivas
1051-00007-04	MARIA L MCCAIN	1204 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	898.36	08/21/2019	04/26/2019	
1051-00007-03	ANDREA HUGHES-JONES	1204 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/02/2019	07/26/2017	Email, Sent letter, no forwarding address, doesn't own property, no current acct, letter returned unable to deliver
1051-16794-00	JAMES ROGERS	1206 E EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	393.96	01/23/2019	09/12/2005	
4161-24120-02	JAMES A CONTRERAS	1206 S COPPER St # 04 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	43.76	09/09/2019	10/10/2017	
4161-12343-03	COURTNEY J ARTMAN	1206 S COPPER St # 08 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	199.37	07/15/2019	08/09/2018	
4161-24338-03	ARACELI MARQUEZ	1206 S COPPER ST #03 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	02/26/2019	02/27/2014	
4161-26008-04	COREY SLONE OR CHEYENNE W	1206 S COPPER ST #06 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	10/08/2019	07/18/2017	
4161-26440-07	DARYL THOMAS OR KALLISTA MI	1206 S COPPER ST #07 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/07/2019	11/19/2018	Deceased
4161-18228-02	COPPER STREET LLC	1206 S COPPER ST #10 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/16/2019	06/17/2019	
4161-18228-01	IWAYNE SMITH	1206 S COPPER ST #10 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	246.88	06/11/2019	03/21/2007	
4161-24927-05	AMANDA L NUNEZ	1206 S COPPER ST #12 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	241.48	09/16/2019	08/20/2018	
1051-24075-00	BRUCE MCROY	1207 E EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/18/2019	09/28/2013	
4160-10439-04	JEAN E BAKER	1207 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	11/07/2019	07/03/2019	
4160-10439-03	DAVID J GARCIA JR	1207 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/03/2019	11/08/2017	
2092-17491-01	ANN M SAGE	1209 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	03/01/2019	05/01/2018	
4160-25107-10	SHANTEL ROZMIAREK	1209 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	325.94	01/16/2019	05/25/2018	
4160-00004-05	TANNEN PIERCE	1211 S STEEL ST #03 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	12/12/2019	10/03/2019	
4160-25211-06	JORDAN M BAZAR	1212 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	483.92	09/17/2019	02/19/2019	
4160-25211-05	EDITH MORALES	1212 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	23.4	01/07/2019	11/30/2017	Deceased
4160-21338-05	SHIRLEY LLANO	1216 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	1404	03/25/2019	09/11/2009	
4160-15188-01	CARMEN O'CON	1218 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	04/01/2019	10/24/2003	Deceased
4161-00435-02	AMBER HOWARD	1221 W MARSHALL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	63.91	09/10/2019	05/14/2019	
4161-00435-01	JUSTIN MYERS	1221 W MARSHALL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	02/19/2019	10/24/2017	Deceased
2091-20637-04	JOLEEN MARTIN	1239 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/16/2019	09/02/2015	
4190-01248-05	SYLVIA A BRADY	124 RIO GRANDE ST WILLIAMSBURG NM 87942	Inactive	D	0	08/07/2019	12/01/2017	
4190-01248-08	ALISHA GONZALEZ	124 RIO GRANDE ST WILLIAMSBURG NM 87942	Inactive	D	166.51	04/02/2019	04/30/2018	
4190-19438-03	DALE SR. BURDEN	127 DORIS LN WILLIAMSBURG NM 87942	Inactive	D	32.67	12/11/2019	05/04/2007	
4190-01338-00	RHONDA BRITAN	128 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	01/31/2019	10/31/2002	
4190-24971-04	CLYDE TUTTLE	128 HYDE ST WILLIAMSBURG NM 87942	Inactive	D	0	07/02/2019	11/21/2018	
4190-21789-02	KATHLEEN R GURNSEY	130 HYDE ST WILLIAMSBURG NM 87942	Inactive	D	0	02/16/2019	04/04/2017	
2092-00099-00	RAY ALDRIDGE	130 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/02/2019	02/09/1993	
4160-25290-02	WILLIAM H WEDDLE	1300 S ALUMINUM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	10/28/2019	02/16/2017	
4160-00069-00	PATSY ADKINS	1300 S ORE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/18/2019	03/30/1988	
4160-24710-04	STEPHEN GUILLEN	1301 S ZINC ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	524.87	10/22/2019	08/28/2014	
4160-28377-06	TYLER SLAVEN	1303 BRASS ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	1036.24	04/17/2019	09/17/2018	
2091-24277-06	DANIEL D MONTOYA	1303 E CABALLO RD TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/31/2019	01/05/2016	
4160-06541-01	ELIZABETH A SIMMONS	1306 S LEAD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/17/2019	07/18/2016	No email, no forwarding address PO Box only, no property , no current acct , returned unable to forward

4160-25419-08	MANDI MAHNKE	1306 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/08/2019	09/21/2015	Email, Sent letter, no current acct, no property, signed for letter
4190-00000-02	45 REALTY	131 RIO GRANDE ST WILLIAMSBURG NM 87942	Inactive	D	0	07/24/2019	04/15/2018	
4190-00000-01	JOSEPHINE VARNUM	131 RIO GRANDE ST WILLIAMSBURG NM 87942	Inactive	D	0	03/22/2019	10/07/2016	
4160-22292-00	HERIBERTO MORENO	1310 S MERCURY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	1812.83	06/11/2019	01/27/2011	
4190-24858-00	US FOREST SERVICE	132 B HYDE ST # HYDRANT TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/09/2019	06/15/2017	Email, Sent letter, no current acct, doesn't own property, signed for letter not Patricia Greer
4161-25203-04	GABRIEL B BORUNDA	1360 W SIMPSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	02/01/2019	07/08/2016	No email, sent letter, no current acct, no property
4161-13772-00	MICHAEL HERR	1380 W SIMPSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	-111.38	07/01/2019	01/19/2016	
4161-25200-00	MICHELLE JACKSON	1385 W SIMPSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/23/2019	01/04/2016	
2092-20070-02	CLAY CHENEY	1403 N GLENN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	166.59	06/26/2019	02/21/2017	
4161-20317-01	WILLIAM FRY	1403 S NICKEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	450.08	07/18/2019	01/19/2018	
1061-12270-00	LANEER K WRYE	1408 E SEVENTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	06/03/2019	06/01/1987	
4160-10328-01	JUAN SOLIS	1408 S MERCURY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	11/13/2019	02/11/1991	
4760-10984-03	YVONNE M IRWIN	1409 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	12/02/2019	07/24/2018	
4160-21113-02	BARBARA ALLSUP	1409 S LEAD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	08/13/2019	05/20/2009	
4160-26262-02	MARCUS GRUALVA	1409 S TUNGSTEN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/15/2019	03/27/2018	
4161-25153-08	JACOB DIAZ	1410 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	06/19/2019	11/28/2019	
4160-24882-02	JAMELIA ARMJO	1410 S IRON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	11/04/2019	10/22/2019	
4160-24892-01	JULIA BANKSON	1410 S IRON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	11/01/2019	03/28/2018	
4160-22331-00	STEVEN BROWN	1411 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/13/2019	07/01/2019	
4160-22480-03	JOSHUA J GURROLA	1411 S TUNGSTEN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	04/09/2019	02/17/2017	
4161-24243-04	RICHARD O'CONNELL	1412 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	270.93	05/14/2019	03/01/2016	
4160-22375-05	MISTY WOLFE	1413 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	252.05	11/21/2019	09/10/2018	Emailled, no good address, no acct, no property, returned no such number unable to forward
4160-25092-01	MICHAEL W JORDAN	1414 S ALUMINUM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	66.13	06/12/2019	03/24/2015	No email, no good address, no acct, no property, letter returned unable to deliver
4160-15242-00	DAVID CLEVELAND	1414 S TUNGSTEN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	91.26	08/21/2019	10/22/2007	
4160-22438-04	BARBARA K KORSZEN	1415 S ALUMINUM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/18/2019	06/13/2019	
4160-22438-03	MARGARET N TOW	1415 S ALUMINUM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/28/2019	10/12/2016	
4161-00000-01	ALEXANDER OR LISA TALAVERA	1416 S TIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	06/17/2019	04/06/2016	
3121-12731-00	MARY JO GUSTIN	1420 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	-0.1	06/24/2019	03/21/1995	
2091-25325-02	JOAN T EPSTEIN	1425 E SECOND AVE #A02 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/27/2019	08/21/2015	
2091-21684-03	CHARLOTTE REES	1425 E SECOND AVE #A06 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	68.06	03/11/2019	12/27/2017	No email, mailed letter, no acct, no property, Hydrant meter account, Signed for
2091-25392-02	HORACIO AVALOS	1425 E SECOND AVE #B01 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	44.5	04/01/2019	06/09/2015	
2091-25049-06	GANE I GILLILAND TATE	1425 E SECOND AVE #B04 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/12/2019	01/25/2019	
2091-21213-03	MARY E CHAPMAN	1425 E SECOND AVE #B05 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/02/2019	07/22/2009	
2091-24269-03	HOUSING AUTHORITY	1425 E SECOND AVE #C05 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/08/2019	06/07/2017	
2091-24269-05	SHIRLEY PATRICK	1425 E SECOND AVE #C05 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/11/2019	03/22/2019	
2091-24269-04	HELEN MOORE	1425 E SECOND AVE #C05 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/04/2019	07/28/2017	
2091-04282-02	MINA J KING	1425 E SECOND AVE #D01 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/07/2019	03/21/2016	
2091-20059-01	BRUCE N PETERSON	1425 E SECOND AVE #D03 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	64.61	08/12/2019	02/15/2008	
2091-17055-02	HOUSING AUTHORITY	1425 E SECOND AVE #D07 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/30/2019	05/30/2018	
2091-17055-04	PATRICIA MOSHANE	1425 E SECOND AVE #D07 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/27/2019	04/17/2019	
3121-03599-01	ELIZABETH TUDOR	1440 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	221.01	01/10/2019	02/21/2017	Emailled, Address not good, no property, no acct, sent letter unable to forward
3121-12245-00	FRED R WORTMAN	1445 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/15/2019	09/01/1995	
2092-15963-04	PAULA D ROBISON	145 E GARNETT ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	3905.48	10/28/2019	09/10/2007	
1001-24112-11	LOUISE BONGAO	145 W MARIE ST #01 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/05/2019	02/26/2019	
1001-24112-10	YVETTE OZAZETA OR MARY DOMI	145 W MARIE ST #01 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	163.15	02/26/2019	08/14/2017	
1001-23722-06	JEZESEL B DURAN	145 W MARIE ST #02 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/04/2019	03/16/2017	
2091-22150-01	DAVID DOYLE	1485 E SECOND AVE #19 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	25.58	04/16/2019	11/16/2010	
2091-14592-02	DEANNA L POARCH	1485 E SECOND AVE #28 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/15/2019	06/08/2016	
2091-25447-06	DAVID M REINKE	1485 E SECOND AVE #29 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/30/2019	12/05/2018	
2091-17479-03	RIO ABAJO APARTMENTS	1485 E SECOND AVE #30 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/13/2019	11/30/2018	
2091-23846-00	RIO ABAJO APTS	1485 E SECOND AVE #34 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/10/2019	05/01/2013	
2091-23846-02	RUTH HUNT	1485 E SECOND AVE #34 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/26/2019	04/18/2016	
2091-25396-04	RIO ABAJO APARTMENTS	1485 E SECOND AVE #39 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/01/2019	03/28/2018	No Email, Not good address, no acct, no property, letter unable to forward vacant
2091-25396-06	CATHERINE LANDOLT	1485 E SECOND AVE #39 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	195.39	04/09/2019	09/21/2018	Emailled, not good address, no current account, no property, undeliverable mail
2091-24347-06	RIO ABAJO APARTMENTS	1485 E SECOND AVE #41 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/29/2019	05/14/2019	Emailled, not good address, no current account, no property, undeliverable mail
2091-24347-05	JAMES W PAINE	1485 E SECOND AVE #41 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/14/2019	05/23/2017	

2091-19237-05	JIMMY BLEDSOE	1485 E SECOND AVE #42 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	03/25/2019	02/14/2019	Emailed, not good address, no current account, no property, undeliverable mail
2091-19237-04	PAULA GANT	1485 E SECOND AVE #42 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/28/2019	07/27/2017	
3121-04510-00	WINDSTREAM ACCOUNTS	150 S SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	268.66	07/03/2019	09/01/1986	No email, No current address, no current account, no property, undeliverable mail
1051-25478-02	GAIL BUSTILLOS	1501 N COLEMAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/31/2019	11/06/2017	
2092-00005-02	PATRICIA A HUBER	1501 N GLENN ST A TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/03/2019	04/26/2018	
3131-17411-00	PAULA OR KEVIN WEST	1503 W NORTH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	45.05	08/08/2019	05/09/2006	
3131-12763-00	PAULA OR KEVIN WEST	1505 W NORTH ST # SOLAR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	124.11	08/08/2019	02/28/2018	
3131-12764-00	PAULA OR KEVIN WEST	1505 W NORTH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/08/2019	08/17/1989	No email, no good address, no account, no property, letter undeliverable
4160-17393-02	EILEEN M GARCIA	1506 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	1006.25	10/15/2019	04/22/2019	
4160-17393-01	RICHARD DAVES OR NADYNE DA	1506 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	04/23/2019	03/08/2019	Emailed, not good address, no current account, no property, undeliverable mail
4181-04397-00	JESUS Q QUINTANA	1513 S HACKBERRY Ln # B TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	11/07/2019	06/19/2017	
3131-04363-00	GENE GRAVES	1513 W UPSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	831.37	03/06/2019	10/21/1987	Email, not good address, no current account, no property, undeliverable mail
4181-20725-02	JESUS SALAYANDIA	1516 S HACKBERRY LN TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/26/2019	04/09/2015	
3131-00003-01	SHERRY BROWN	1517 W CORZINE RD TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/04/2019	03/02/2018	
3131-00011-05	HEIDI HAYWOOD	1519 S BROADWAY # MOBILEHOME TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/18/2019	02/27/2018	
4181-03331-02	ALEJANDRO ECHAVARRIA	1528 S MERCURY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/07/2019	04/03/2019	
4181-03331-01	JOANNA KOHLER	1528 S MERCURY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	04/01/2019	05/01/2017	No email, no good address, no account, no property, letter undeliverable not able to forward
4181-17319-01	JENNIFER EXTEN	1538 S HACKBERRY LN TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/30/2019	04/06/2006	
4181-14660-05	JAMES L STRONG	1550 W VEATER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/10/2019	03/23/2015	No email, no good address, no account, no property, letter undeliverable not able to forward
2091-24399-01	JUHREE C COLLIER	1565 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/01/2019	04/04/2017	
4181-14661-00	LATASHA REYNOLDS	1565 W VEATER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	252.81	07/15/2019	06/07/2017	No email, no good address, no account, no property, letter undeliverable not able to forward
1051-24756-03	ERNESTO SANTILLANO	1576 E SEVENTH AVE APT C TRUTH OR CONSEQUENCES NM 87901	Inactive	A	145.02	10/21/2019	01/09/2019	
1051-24453-02	CLEIA M GILES	1578 E SEVENTH AVE B TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/01/2019	07/31/2018	No email, no good address, no account, no property, letter undeliverable not able to forward
1051-24135-03	LINNEA I CLINTON	1580 E SEVENTH AVE APT A TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/01/2019	05/18/2018	
2092-23683-00	GREG R JONES	160 E DUNN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/24/2019	03/07/2013	No email, no good address, no account, no property, letter undeliverable
1051-08836-00	JIM OR CAROL RAINEY	1601 N COLEMAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	240.27	08/19/2019	09/01/1986	
3121-23514-01	HOUSING AUTHORITY	165 N SILVER ST #52 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/13/2019	11/24/2015	
3121-23514-03	DONNIE E COBLEIGH	165 N SILVER ST #52 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/01/2019	03/21/2017	
3121-23126-01	HOUSING AUTHORITY	165 N SILVER ST #61 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/06/2019	09/11/2017	
3121-24616-04	ROY WHITE JR	165 N SILVER ST #67 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/05/2019	03/14/2018	No email, no good address, no account, no property, letter undeliverable
3121-25126-02	MARYNELL CADY	165 N SILVER ST #71 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/12/2019	09/05/2017	
3121-17365-03	HOUSING AUTHORITY	165 N SILVER ST #73 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/01/2019	10/09/2015	
3121-17365-05	MICHAEL J SIMPSON	165 N SILVER ST #73 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	58.53	02/06/2019	05/11/2017	
3121-23988-03	TANIA DE LA MAZA	165 N SILVER ST #74 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	-26.47	06/24/2019	03/23/2016	
3010-22812-03	SIDNEY S BRYAN	170 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/07/2019	04/04/2018	No email, no good address, no account, no property, letter undeliverable
2092-25267-03	TIMOTHY GREENE	1700 GLENN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/22/2019	02/08/2018	
3131-06876-02	DONNIE E COBLEIGH	1704 W BROAD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/09/2019	11/16/2018	No email, no good address, no account, no property, letter undeliverable
2092-22179-00	ANTHONY OR LAURIE CHAVEZ	1707 N HAGEN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/29/2019	12/01/2010	
2092-19375-00	ANTHONY OR LAURIE CHAVEZ	1708 N JACKSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/29/2019	05/14/2007	No email, no good address, no account, no property, letter undeliverable
4160-21781-06	TAYLOR A DELAPAZ	1710 S BROADWAY ST #02 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	794.25	06/11/2019	06/19/2018	
4160-25090-10	SUSAN E STUCKMEYER	1710 S BROADWAY ST #05 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0.85	07/02/2019	10/18/2018	No email, no good address, no account, no property, letter undeliverable
1001-00199-00	AMIN'S INC	1712 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/26/2019	09/01/1986	
1001-23744-04	TIMOTHY OR JOSEPH CARROLL	1735 N KOPRA TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/03/2019	04/30/2019	No email, no good address, no account, no property, letter undeliverable
1001-23744-03	SIDNEY S BRYAN	1735 N KOPRA TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/30/2019	04/08/2019	
1001-23744-02	ZACHARY A ZAVALA	1735 N KOPRA TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/02/2019	02/16/2018	No email, no good address, no account, no property, letter undeliverable
2092-23082-02	AMERICA NUNEZ	175 E WADE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/18/2019	03/22/2019	
2092-23082-01	NICOLE S ESCOBAR	175 E WADE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	421.09	02/07/2019	05/31/2018	No email, no good address, no account, no property, letter undeliverable
2007-06141-00	JOHN KUCHERA	175 W FIFTH ST # 04 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/03/2019	05/09/2008	
2007-24479-00	STANLEY PACHUCKI	175 W FIFTH ST # 05 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/30/2019	11/15/2017	No email, no good address, no account, no property, letter undeliverable
2007-15295-01	C B COLLINS	175 W FIFTH ST # 9 DONT USE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	265.87	10/01/2019	11/22/2016	
1003-24956-04	ELIZABETH FAINA	175 W SIXTH AVE #02 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	-23	04/30/2019	12/05/2016	No email, no good address, no property, no current account
1001-24249-00	FUEGO WIRELESS LLC	1751 N PERSHING OLD WATER TANK HILL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/20/2019	02/27/2014	
1003-00775-00	DAVID BASNETT	180 W NINTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/15/2019	08/22/1996	Emailed, no good address, no property, no current account
1051-12576-00	MARION BUTLER	1801 N COLEMAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/09/2019	10/02/1991	
3013-07826-00	STEPHEN GLINES	1801 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/03/2019	04/30/1997	Emailed, no good address, no property, no current account, letter undeliverable
3013-04226-00	STEPHEN GLINES	1803 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/03/2019	04/27/1994	

Deceased

3121-24901-07	DATHAN C BYER	187 S MAGNOLIA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/19/2019	07/25/2017	Deceased
1001-24307-01	SPECIALTY RETAILERS	1900 N DATE ST #C TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/11/2019	02/11/2014	
1001-25086-02	THRIFT Y2 LLC	1906 N DATE ST #L TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/09/2019	11/15/2017	
4160-17521-00	SUSAN KONSTANT	1918 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/12/2019	06/21/2006	No email, good address, no current account, does own property, refuses to pay
4190-03785-03	CHRISTOPHER L STARKE	201 RIVERSIDE Ln WILLIAMSBURG NM 87942	Inactive	D	0	06/27/2019	01/30/2018	No email, good address, no current account, does not own property.
3121-12713-00	LAURA MAE BUTLER	201 S ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/30/2019	12/23/2015	
3011-04546-00	CARY L GUSTIN	201 W MAIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/01/2019	11/25/2002	
3012-04821-01	MESILLA PARK HEALING ARTS	202 S DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/01/2019	11/30/2017	Deceased
2009-23405-01	GENE LLOYD	204 N ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	1574.39	06/14/2019	09/18/2012	
3012-23137-01	CHRISTINA LETT	204 S DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/15/2019	05/31/2019	
3012-23137-00	RICHARD WATSON	204 S DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/31/2019	05/08/2012	
3121-12736-00	CARL W MILLER	205 N CHERRY LN TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/22/2019	09/01/1986	
2091-21907-09	COURTNEY ARIANA DIETRICH-W	205 N COLEMAN St # 11 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/25/2019	07/29/2019	
2091-21907-08	JESSICA GARCIA	205 N COLEMAN St # 11 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/24/2019	03/09/2017	
2091-24473-00	MILTON REES	205 N COLEMAN St # 13 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/26/2019	02/20/2019	
2091-24474-02	AMANDA B CAREY	205 N COLEMAN St # 14 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/14/2019	07/22/2019	
2091-24474-00	MILTON REES	205 N COLEMAN St # 14 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/01/2019	02/20/2019	Deceased
2091-24475-03	JEFFERY A SISNEROS	205 N COLEMAN St # 15 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	208.88	08/27/2019	11/02/2018	No email, good address, no current account, no property owned
2091-21635-03	MOUNTAIN VIEW MH PARK	205 N COLEMAN St # 19 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/13/2019	12/04/2018	
2091-04509-00	WINDSTREAM ACCOUNTS BANK	206 S FOCH St TRUTH OR CONSEQUENCES NM 87901	Inactive	C	9440.34	07/03/2019	09/01/1986	
2008-01155-00	DAVID BONNER	207 E SECOND AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/23/2019	09/01/1986	
2009-11304-00	PETER URBAN	207 N ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/10/2019	02/02/1999	
2008-01154-01	DAVID BONNER	209 E THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/23/2019	07/01/1997	No email, no good address, does own property, no current account, letter returned unable to forward
2008-12630-01	DAVID BONNER	209 E THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/23/2019	07/01/1997	
2008-12631-01	DAVID BONNER	209 E THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/23/2019	07/01/1997	No email, no good address, does own property, no current account, letter returned unable to forward
3121-08481-00	FRANK OR JOANNA PETRUCCI	209 S ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/02/2019	07/10/1998	
1003-25273-04	OPEN ARMS PREGNANCY	209 W SIXTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	06/14/2019	07/01/2015	No Email, no good address, no current account, property in Las Palomas, Arrangement with City Manager Madrid
2009-14185-01	BETTY R RINKER	210 N MAGNOLIA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/12/2019	10/01/2002	
3013-25504-01	REBECCA GONZALEZ	2107 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/06/2019	09/07/2017	Deceased
2008-12628-00	DAVID BONNER	212 E SECOND AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/23/2019	09/01/1986	
3121-12715-00	LAURA MAE BUTLER	213 S ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/30/2019	09/01/1986	
2092-11992-03	TYKODA B HAZEN	215 E ARROYO ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/09/2019	04/06/2018	
2008-21103-00	DEBORAH C ADAMO	215 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/11/2019	05/11/2009	
2008-21824-01	DOMINICK D. PRICE	216 E FIFTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	718.54	11/04/2019	11/14/2018	
2092-16506-01	CONCHA GALLEGOS	216 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/02/2019	05/31/2005	
2008-19696-01	KENNETH W. JAMES ESTATE	218 N CEDAR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/11/2019	01/23/2019	
1001-05208-01	COMFORT INN	2205 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/29/2019	09/13/1999	
1001-12456-00	COMFORT INN	2205 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/29/2019	09/13/1999	
2008-02141-00	CHERRILLS WESTERN	221 E THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/13/2019	06/02/1993	No email, no good address, no account, no property, letter undeliverable
2092-24690-02	CAMMI N RAINER	225 JEWELL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/15/2019	07/30/2018	
4160-22817-04	GLADYS STRAWBRIDGE	2265 W VEATER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	08/12/2019	11/02/2011	
3013-23765-05	GAYLEINE F GAMBLE	2335 S BROADWAY St # 03 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/10/2019	07/05/2019	
3013-25128-01	MELVIN L HOPKINS	2335 S BROADWAY St # 08 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/22/2019	05/06/2019	
3013-24426-05	SHIRLEY PATRICK	2335 S BROADWAY St # 26 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	303.82	08/28/2019	06/05/2019	
3013-24426-04	JENNIFER ADAMS	2335 S BROADWAY St # 26 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/28/2019	10/15/2018	No email, no address, no account, no property, letter returned ubeliverable
3013-25028-03	GAYLEINE F GAMBLE	2335 S BROADWAY ST #01 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	147.29	08/12/2019	07/10/2019	
3013-25511-03	DAVID C HOLLIFIELD	2335 S BROADWAY ST #05 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	253.85	11/18/2019	10/24/2016	
3013-24788-02	MAGDALIN MCNEIL	2335 S BROADWAY ST #06 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/12/2019	05/09/2016	
3013-00003-04	MELVIN L HOPKINS	2335 S BROADWAY ST #07 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/27/2019	12/03/2018	
3013-24420-04	MARY Z BARRERAS	2335 S BROADWAY ST #23 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/30/2019	05/06/2019	
3013-24420-03	Mr. GREGORY FORD OR NANCY	2335 S BROADWAY ST #23 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/18/2019	09/14/2017	
3121-18942-00	STEVE FAYKUS - MOBILE HOME	238 TURTLEBACK Ave TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/02/2019	04/19/2010	COLLECTED
3122-24890-03	TRACY LUNA	24 OSA JOHNSON RD TRAILER TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/04/2019	11/02/2017	
3013-20714-04	SHERRIE M BOEHM	2585 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/30/2019	10/22/2019	
3013-20714-03	ELSIE E REEVES	2585 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/24/2019	01/02/2018	No email, good address, no current account, no property
3013-25469-02	SHERRIE M BOEHM	2705 W CITY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/28/2019	02/04/2015	

3013-25363-07	ISAAC L TORRES	2780 W CARTER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/08/2019	05/12/2016	
3011-22672-08	SUSAN E DAVIES	280 W SECOND AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/28/2019	02/21/2018	
3011-22672-07	DANIELLE L SALOKANGAS	280 W SECOND AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/04/2019	04/09/2018	
3013-19917-03	DALE MARVIN MCREYNOLDS	2805 W COOK ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/08/2019	08/25/2018	Email, maybe a good address, no current account, no property
3013-25072-05	BROOK L BERLIER	2811 W COOK ST 1/2 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/12/2019	01/24/2019	
3013-25072-04	MERCY HOWELL	2811 W COOK ST 1/2 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/01/2019	10/03/2018	No email, no good address, no current account, no property
3013-25169-07	MERCY HOWELL	2811 W COOK ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/06/2019	10/24/2016	
3013-25169-09	NICHOLAS WHITSON	2811 W COOK ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	1065.5	03/08/2019	05/24/2016	
3013-23852-03	ANTHONY J BOMBELA	2901 W COOK ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/04/2019	08/28/2016	
3013-19986-01	STUART M RIDDIOUGH	2907 W COOK ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/07/2019	01/15/2008	
1001-23669-02	DANIEL J CALIFF	293 W BARTON AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	582.21	07/23/2019	10/04/2018	
2008-25501-05	JUAN MALDONADO	300 E FIFTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/18/2019	04/02/2018	
2091-21583-01	RAYMOND R RUFFINI	300 N OSBORN Ln TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/21/2019	05/25/2017	
2091-21583-02	KYNDRAH R JACKA	300 N OSBORN Ln TRUTH OR CONSEQUENCES NM 87901	Inactive	B	202.96	04/01/2019	11/28/2017	Email, Albu Address letter sent, no acct, no property owned
4190-15415-00	HARRY CHESSE	300 RIVERSIDE Ln WILLIAMSBURG NM 87942	Inactive	D	167.76	11/04/2019	02/17/2004	No email, no good address, no current acct, no prop owned
1001-23424-00	ESA CONSTRUCTION	301 ED BAILEY Dr TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/19/2019	06/27/2018	
3011-20024-02	OLD BRICK CAFE	303 S JONES ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	15349.35	08/08/2019	11/28/2017	
4190-25045-04	ROBERT J WHELAN	304 RIVERSIDE Ln WILLIAMSBURG NM 87942	Inactive	D	0	09/13/2019	03/12/2016	
2006-02754-00	JO ANN CRUZ-SOLANO	306 N FOCH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/01/2019	05/12/1987	
2008-25379-07	MERCEDES M LOPEZ	306 N MAPLE St TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/25/2019	04/29/2019	
2008-25379-06	CYNTHIA JOHNSON	306 N MAPLE St TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/01/2019	09/14/2018	
2091-25332-04	JAMES OR KAREN GEORGE	307 N GOLD ST #03 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/07/2019	08/01/2017	
3011-23991-02	LINDA-MALE PABON-GRIESE AND	309 S PERSHING St # 6 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/04/2019	11/26/2018	
2091-17505-00	RONALD GJUROVICH	310 N TINGLEY St TRUTH OR CONSEQUENCES NM 87901	Inactive	B	583.01	08/27/2019	05/06/2017	
3011-25432-01	OPUNTIA LLC	310 W MAIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/01/2019	01/04/2019	No email, no good address, no acct, no owned property
3011-25432-00	AMRIT DONALDSON	310 W MAIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/04/2019	09/25/2015	
2008-23063-00	DOUGLAS OAKES	312 N ASH St TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/30/2019	02/01/2016	
2008-23063-01	APRIL MONTANO	312 N ASH St TRUTH OR CONSEQUENCES NM 87901	Inactive	B	3955.08	02/08/2019	05/11/2017	
2008-22134-04	ANAMARIA G FORD	312 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/25/2019	05/23/2018	
2008-19858-05	TOMIE L BROWN	314 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	03/06/2019	06/28/2018	
2006-25606-00	STANLEY SOKOLOV	315 N JUNIPER St TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/12/2019	03/14/1995	
1003-25190-00	ANN YARMAL	315 W SIXTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/01/2019	05/15/2015	
2009-17837-01	CAROL E TAVIS	316 N ELM St TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/10/2019	07/24/2016	
2091-24940-06	DAVID J GARCIA	318 N KRUGER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/27/2019	11/17/2017	
2091-14002-01	ERNESTO CHAVEZ	319 N LUCKY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/01/2019	05/24/2019	Bankruptcy
2091-14002-00	LORENZA M ANAYA	319 N LUCKY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/24/2019	07/24/2002	
4150-01234-02	TERRY G TAYLOR	320 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/31/2019	06/11/2018	
4150-09661-00	JEAN GIBBS	323 W RIVERSIDE DR #B03 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	107.62	04/18/2019	09/01/1986	Bankruptcy
4160-16984-01	STEVE ARNHOLD	346 W RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	06/24/2019	01/16/2018	
3122-24881-01	FRANKIE L STEWMAN	3500 W COOK St # (HOUSE) TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/05/2019	07/10/2018	
4150-23464-00	MICHAEL HONACK	352 W RIVERSIDE #4 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	12/13/2019	09/03/2013	
2007-21274-01	KEN SWAIM	400 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/18/2019	09/11/2009	
2091-19185-03	TRINITY FELLOWSHIP CHURCH	400 N LUCKY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/29/2019	03/06/2018	
2006-10432-00	VIRGIL STAPLETON	402 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	315.19	06/19/2019	02/04/1983	
2091-21224-03	BARBARA J NOLAN	402 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/27/2019	02/07/2018	No email, maybe good address, no acct, no property owned
3011-25491-00	SHARON NADELLE OR DALE MAN	402 W LINCOLN St TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/06/2019	10/23/2015	
2006-14715-03	JIMA M MARTINEZ	404 N FOCH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/15/2019	10/23/2018	
3011-24814-02	CLAIRE DISHMAN	404 W LINCOLN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	52.47	03/21/2019	11/29/2018	
2008-10358-01	SHARON R LUNA	405 N DATE ST #07 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/30/2019	10/10/2018	
4170-12496-00	SUSAN WHITE	406 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/22/2019	10/23/1989	
3131-15068-02	CHARLOTTE JAMIESON	408 CAMINO DE CIELO TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/11/2019	09/15/2003	
4170-1867-00	SUSAN WHITE	408 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/22/2019	09/21/2012	
2006-16569-00	ROXANNA IRWIN	410 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/26/2019	06/27/2006	
4190-24579-01	BANK OF THE SOUTHWEST	410 VEATER ST #07 WILLIAMSBURG NM 87942	Inactive	D	0	06/25/2019	06/23/2014	
4170-17475-01	SUSAN WHITE	410 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/22/2019	09/21/2012	
3131-25182-00	CHERIE COPELAND OR BRIDGET	411 CAMINO DE CIELO TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/23/2019	05/11/2015	No email, no good address, no acct, no property owned

3131-16959-01	JERRY R WHITAKER	412 CAMINO DE CIELO TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/22/2019	02/17/2017	
3011-25472-00	GOLDEN NEEDLE TAILOR	412 W MAIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/19/2019	10/13/2015	
2091-24913-00	CATHERINE BAEZ	413 N CORBETT ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/27/2019	12/11/2014	
2091-21414-00	MARK MORALES	413 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/29/2019	04/20/2018	
2009-15005-00	BILLY OR ANNA SEDILLO	413 N MAPLE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/29/2019	08/25/2003	
3011-25212-02	LIFE IN MOTION	413 W MAIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/23/2019	06/24/2019	
3012-19189-12	THE MONEY MAN	414 E FIRST AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/02/2019	10/28/2015	
3012-19189-16	PRISCILLA LATIMER	414 E FIRST AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/01/2019	01/03/2017	
3014-23584-01	DO NOT USE - FRANK EIRINBERG	414 MARR Ave TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/14/2019	01/07/2019	No email, Hackberry address, no acct, no property owned
2009-21577-02	CHESTER ABRAMOWICZ	414 N ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/26/2019	01/15/2010	No email, E8 address, no acct, no property
2007-23517-04	REBECCA L SECREST	414 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	3804.72	10/29/2019	03/02/2018	
3016-14288-05	FERNANDO MERCADO	415 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	91.14	02/01/2019	09/25/2018	
2008-14179-00	JAMES PAPPAS	415 N CEDAR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/02/2019	09/30/2002	
3012-19121-07	PIERRE LAUNDREAUX	416 E FIRST AVE # A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/04/2019	10/21/2010	
3012-04176-05	RANDY MUELLER	417 E FIRST AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/25/2019	07/01/2016	
2008-23175-10	TINA M FREEMAN REIFF	419 N CEDAR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/06/2019	11/16/2016	
1003-24897-02	ELIVORIO BARRON	419 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/18/2019	08/08/2017	
3014-22142-02	GIBSON LAW OFFICE- ANNA GIBSON	420 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/01/2019	06/15/2018	
3010-20146-00	JAN ROBERTS	421 BROADWAY TRUTH OR CONSEQUENCES NM 87901	Inactive	C	359.28	08/30/2019	08/30/2017	Deceased
3014-00005-03	GREGORY JUMP	424 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/25/2019	04/01/2018	
4170-19302-01	MELANIE K ANDERSON	424 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/28/2019	12/30/2018	
3014-24100-02	GLENDAL EISENBERG	425 MARR AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/06/2019	07/10/2017	
1003-21595-01	DOUGLAS DAVIS	425 W SEVENTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/25/2019	01/29/2010	
3014-21346-03	ORLANDO ROMERO	426 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/08/2019	06/03/2011	Email, old address, no acct, no property owned
3131-00853-00	ANNA L HENDERSON	436 S MORGAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/21/2019	09/01/1985	No email, Arrey address, no acct, yes own property ArreyNM
3012-17587-02	JEFF CLARK	450 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	569.17	09/04/2019	01/20/2018	No email, Wmbg address, no acct, no property owned
4170-25315-07	LACY DOLL	470 WYONA AVE #02 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	10/08/2019	10/01/2018	
3131-24408-06	ROBERT ALLEN	475 S MORGAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/25/2019	12/04/2017	
3131-24408-07	DAMON PADILLA	475 S MORGAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/04/2019	02/15/2018	
1003-13702-03	KATHRYN DAVIS	475 W SEVENTH AVE A TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/24/2019	02/04/2005	
1003-13703-00	JAMES STRONG/ HOUSE	475 W SEVENTH AVE A TRUTH OR CONSEQUENCES NM 87901	Inactive	A	332.97	08/19/2019	07/11/2018	
2006-20968-01	ANDY T APODACA	480 E FOURTH Ave TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/30/2019	06/04/2019	
2006-20968-00	JENNIFER RODRIGUEZ	480 E FOURTH Ave TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/12/2019	10/31/2018	Email, Wmbg address, no acct, no property owned
4170-12405-03	KENNETH E SULFRIDGE	480 WYONA Ave # 03 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	278.52	09/17/2019	06/13/2018	
3121-24389-02	ALICE E BRYAN	500 E FIRST AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/17/2019	10/29/2018	No email, found PO address, no acct, yes owns property
3121-21160-00	MARY WICKSTROM	500 E RIVERSIDE Dr # 04 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/04/2019	04/30/2018	
3121-21122-00	MARY WICKSTROM	500 E RIVERSIDE Dr # 22 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/19/2019	12/29/2015	
3121-21646-05	CLEVE F PRINCE	500 E RIVERSIDE DR #10 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	56.42	10/30/2019	06/21/2018	
2008-24381-01	MELVIN L TEPPER	500 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/01/2019	01/11/2018	
3995-24446-11	BUFFY M WALKER	501 E FIRST AVE #04 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	255.6	06/05/2019	12/19/2017	
2091-25010-00	ALTISOURCE SINGLE FAMILY INC	502 N SILVER St TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/14/2019	04/03/2018	
4190-09395-00	DONALD OR MARIANNE ROWLEY	502 RIVERSIDE Ln WILLIAMSBURG NM 87942	Inactive	D	0	02/14/2019	05/20/1999	
3131-23616-05	JOHN WISKOFF	502 S CORONA AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/03/2019	08/09/2016	
3131-25462-00	SCOTT SANDERS	504 CAMINO DE CIELO TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/18/2019	10/05/2015	
4170-24728-05	LYDIA V POITEVINT OR STEPHAN	504 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	02/01/2019	12/01/2017	
2008-00678-00	V C BARBER	505 N LOCUST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/07/2019	12/15/1993	
4170-25414-04	RANDY VINCENT	506 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	1834.04	05/15/2019	10/31/2016	
2007-25112-04	CHRISTINE SPIGARELLI	507 N FIR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/05/2019	05/31/2017	
2091-23938-05	BRANDON YORRIE	507 N LUCKY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/02/2019	11/27/2018	No email, no address, no acct, no property owned, incarcerated in another state
3131-21186-02	LUCILLE GARCIA	507 S CORONA AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/03/2019	10/29/2018	
2006-19663-02	CHRISTOPHER COUSINEAU	508 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/01/2019	06/02/2018	
2008-15455-01	ROBERT C WYATT	509 N CEDAR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/31/2019	11/14/2018	
2006-19148-03	JAMILEH IBRAHIM	509 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	03/14/2019	01/03/2018	
4170-00001-05	46 REALTY	510 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	11/04/2019	04/15/2019	
2006-23208-03	BEN OR KAREN TRUJILLO	510 W THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/11/2019	08/08/2019	
2006-23208-02	CHRISTIE CONKLIN OR JOHN BR	510 W THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/05/2019	06/22/2012	

2009-25099-02	MELISSA L SULLIVAN	512 N MAGNOLIA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/24/2019	12/01/2019	
2005-25488-11	ANTHANY HARTMANN	515 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	423.81	06/07/2019	01/25/2019	Incarcerated
2006-26489-09	BRAXTON MERRITT	515 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/28/2019	08/22/2016	
2091-26301-01	SHERAN K ENGLER	515 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/26/2019	04/04/2019	No email, no address, no acct, no property owned
2091-25301-00	JENNIFER R HAMBLIN	515 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	264.96	04/05/2019	07/23/2015	
2008-23713-05	DANA R PHILLIPS	516 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/11/2019	06/03/2019	
2008-23713-04	XOCHITL A FLORES	516 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/03/2019	01/04/2019	No email, E5 address, no acct, no property owned
3014-23684-01	JON B HENDRY OR GORDON EDE	517 AUSTIN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/04/2019	03/18/2013	
2008-07301-00	METHODIST CHURCH	517 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/13/2019	05/18/2009	
3014-20036-04	ANDREA T ONTIVEROS	518 MARR AVE A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	402.9	09/04/2019	04/01/2019	
3014-20036-03	MONICA ZEPEDA	518 MARR AVE A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/01/2019	02/07/2018	
2007-24650-00	RONALD PHILLIPS	518 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/27/2019	07/31/2014	
2009-24853-10	JOSE L GARCIA	518 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	737.72	10/01/2019	05/28/2019	No email, no good address, no acct, no property owned
2005-24853-09	ROBERT G SANCHEZ-LANGSTON	518 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/07/2019	07/02/2018	
2009-23523-01	DONALD LEVARI	519 N PINE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/10/2019	11/15/2012	
3014-15918-00	OLA J GRANT	521 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/09/2019	08/27/2004	No email, no good address, no acct, no property owned
3014-22211-00	CATHERINE L STEIN	522 MARR AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/01/2019	12/20/2010	
3010-24299-01	TURTLE MOUNTAIN REALTY	623 BROADWAY TRUTH OR CONSEQUENCES NM 87901	Inactive	C	95.18	07/18/2019	04/04/2016	
4180-19463-04	CHARLES R FARM	524 DEL RIO ST #03 WILLIAMSBURG NM 87942	Inactive	D	0	03/21/2019	02/05/2019	Email, Address in WI, no property, no acct
4180-16086-05	LINDA JOY-RICHARDS	524 DEL RIO ST #04 WILLIAMSBURG NM 87942	Inactive	D	0	01/08/2019	07/03/2018	
4180-25310-04	DAVID B BREM	524 DEL RIO ST #05 WILLIAMSBURG NM 87942	Inactive	D	0	10/08/2019	07/06/2018	No email, no good address, no property, no acct
4180-24550-06	GEORGE T KORKOS	524 DEL RIO ST #07 WILLIAMSBURG NM 87942	Inactive	D	0	12/17/2019	10/02/2019	
4180-24550-06	NANCY-KATHERINE GOUGH	524 DEL RIO ST #07 WILLIAMSBURG NM 87942	Inactive	D	0	08/12/2019	03/01/2019	No email, no good address, no property, no acct
4180-24552-01	NANCY-KATHERINE GOUGH	524 DEL RIO ST #08 WILLIAMSBURG NM 87942	Inactive	D	0	03/04/2019	09/08/2017	
4180-21492-02	DANNY J GAMEL	524 DEL RIO ST #09 WILLIAMSBURG NM 87942	Inactive	D	134.49	05/08/2019	11/01/2017	
4180-24888-07	ALAN MASCARENAS	524 DEL RIO ST #12 WILLIAMSBURG NM 87942	Inactive	D	0	05/21/2019	04/15/2019	
4180-24888-06	CHERYL E ZEEB	524 DEL RIO ST #12 WILLIAMSBURG NM 87942	Inactive	D	0	01/09/2019	11/20/2018	No email, Albu. Address, no property, no acct
4180-23837-03	ALFRED M CANDELARIA	524 DEL RIO ST #18 WILLIAMSBURG NM 87942	Inactive	D	0	12/17/2019	04/02/2018	
4180-25038-03	DONALD R BIGGS	524 DEL RIO ST #24 WILLIAMSBURG NM 87942	Inactive	D	0	07/09/2019	05/21/2018	
4180-23192-01	ALAN R BAUM	524 DEL RIO ST #25 WILLIAMSBURG NM 87942	Inactive	D	0	11/19/2019	09/04/2019	
4180-23192-00	JEAN MASTELLONE	524 DEL RIO ST #25 WILLIAMSBURG NM 87942	Inactive	D	0	06/03/2019	06/08/2012	
4180-24433-05	KEVIN C GWYN	524 DEL RIO ST #28 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/21/2019	12/11/2018	
3121-25467-14	MELISSA A POWELL	525 E SECOND AVE #03 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/08/2019	07/16/2016	
3121-21897-10	JESSICA GARCIA	525 E SECOND AVE #07 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	67.33	06/21/2019	03/08/2019	
3121-21897-09	ALICE E BRYAN	525 E SECOND AVE #07 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/08/2019	01/16/2019	
3121-00004-13	ALICE E BRYAN	525 E SECOND AVE #11 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/17/2019	03/02/2018	
3121-00005-08	DASHA D JONES	525 E SECOND AVE #14 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	579.09	06/05/2019	01/24/2018	
3121-24370-02	ALICE E BRYAN	525 E SECOND AVE #14a TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/17/2019	08/15/2016	
3121-08204-01	ADAM CREVISTON	525 E SECOND St # 12 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	590.88	12/17/2019	08/24/2018	
3012-24886-02	SANDY V SANDERSON	527 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/31/2019	02/04/2019	
3012-24886-01	HONORE HACKETT	527 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/04/2019	01/11/2019	No email, not a good address, no property, no acct
3012-24886-00	JOHN D MANNING	527 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/15/2019	12/02/2014	
3010-23648-01	ROBERT ATWATER	529 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/06/2019	05/30/2017	
3014-25452-05	RICHARD J KINDERMAN	529 MARR AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	100	04/25/2019	07/25/2018	
3014-25163-01	HOWARD A COOPER	529 W VAN PATTEN AVE #3 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/30/2019	09/23/2016	
1002-12584-01	45 REALTY	562 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/19/2019	01/25/2019	
1002-12584-00	KEN JOHNSTON	562 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/25/2019	06/01/1994	Email, Good address, no property, no acct
3010-25393-06	KATHERINE OR JARED ROGERS	595 W MAIN St # 03 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	277.17	11/27/2019	09/04/2018	
3010-25497-09	SUNSHINE MOORE	595 W MAIN St # 14 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/04/2019	03/05/2019	
3010-25497-08	CHRISTOPHER PETERSEN	595 W MAIN St # 14 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/12/2019	11/02/2018	No email, PO Box, no acct, no property
3121-24819-00	LAURA MAE BUTLER	600 E RIVERSIDE Dr # 2 A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/30/2019	10/30/2014	
2092-20958-02	PHILIP SANCHEZ	600 N GIBSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	499.96	08/27/2019	09/13/2012	No email, no good address, no acct, no property
3010-20308-04	ELIZABETH M THOMAS OR KYLE	600 W JOFFRE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/05/2019	10/18/2018	
3010-03238-01	CARLOS SAENZ	601 W MATSON Ave # 01 DW TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/03/2019	12/02/2016	
3010-23552-00	SHANIA L SMITH	601 W MATSON Ave # 13 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	105.37	07/29/2019	05/08/2019	No email, no good address, no acct, no property
2009-18905-01	JOHN L KEIM	602 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/19/2019	12/20/2018	

1051-00001-02	RUTH ASPEN	603 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/31/2019	05/14/2018	
1051-25003-06	SUMMER A CALLOWAY	603 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	76.01	05/22/2019	12/05/2018	
1005-07059-01	GILBERT P LOPEZ	606 E NINTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/31/2019	07/08/2016	No email, PO Box, no acct, no property
1003-22763-02	JOHANNA A O'IGHAM	608 N FIR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	80.85	05/09/2019	12/12/2018	
1005-26222-11	SYLVIA M LITOT	607 N ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/14/2019	08/28/2017	
2092-15101-00	WILLIAM P BROWN	607 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/17/2019	09/29/2003	
1051-14843-06	HEATHER M JENSEN	607 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/24/2019	07/20/2018	
1004-09528-00	PAULINE SALCEDO	608 N CEDAR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/18/2019	09/01/1986	
1051-25199-11	DWAINE A MILLER	608 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/27/2019	02/28/2019	
3010-23491-05	SANTANA M LOPEZ	608 W JOFFRE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/25/2019	02/07/2019	
1051-25470-07	RAY ALLEN ELIANA MULLINS	609 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	98.75	08/21/2019	02/19/2019	
1051-21721-04	JHAWNEE MALONE	610 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/06/2019	03/23/2018	No email, C/O Mary Mochan, no acct, no property
3131-24148-00	DOUGLAS JENKINS	610 S CORONA AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/04/2019	11/06/2013	
1005-25239-07	DAVID APODACA	611 N ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/24/2019	10/14/2016	
1051-14146-10	VALERIE L GARCIA	611 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	31.39	04/24/2019	11/21/2017	No email, PO Box, no acct, no property
1051-25468-06	JODIE JO-DALE HAMMONDS	612 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/23/2019	07/30/2019	Deceased
1051-25468-06	HEAVEN ALANIZ	612 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	06/03/2019	07/01/2018	
1002-24630-05	CHARI SPEARS-SKIDMORE	613 N LOCUST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/18/2019	05/30/2017	
2092-25139-09	LINDA MARIE ZAPATA	613 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/03/2019	08/27/2019	
2092-25139-08	PETER G GRAY	613 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/03/2019	01/08/2019	
1051-24861-08	GARY P SANCHEZ	613 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/23/2019	07/10/2019	
1051-24861-07	CHRISTOPHER JENSEN	613 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	06/03/2019	02/18/2019	Deceased
4170-22669-01	INA M WOLFE	614 CHARLES AVE A TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	12/27/2019	05/17/2019	
4170-22669-00	CANDACE V BROWNE	614 CHARLES AVE A TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/17/2019	08/26/2011	
1003-14700-02	ALLEN DUDLEY DIEWALD	614 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/26/2019	12/10/2019	
1003-14700-01	NANCY EARICKSON	614 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/04/2019	03/01/2019	No email, not a good address, no acct, no property
1003-14700-00	GILBERT DIEWALD	614 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	184.42	03/01/2019	04/30/2003	
1005-23085-09	JOHN B COVENY	615 N ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/10/2019	10/09/2018	
3131-14988-03	SIDNEY S BRYAN	615 S POST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/30/2019	10/21/2019	
3010-23262-00	NANCY RANDOLPH	616 W JOFFRE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/09/2019	07/12/2012	
1004-25473-03	ELVIRA HERNANDEZ	617 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/22/2019	10/13/2015	
1005-24165-05	CORALIA MARQUEZ	617 N PINE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	328.02	05/09/2019	11/12/2013	
2092-15595-05	NICANOR OLVERA GONZALEZ	618 N HIGHWAY 51 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/08/2019	05/17/2019	
2092-15595-04	ROBERT MILLER	618 N HIGHWAY 51 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	1703.79	05/17/2019	06/01/2018	
1001-09709-00	HELEN FITZSIMONDS	618 POPLAR ST N TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	06/21/2019	08/07/2012	No email, Colorado address, no acct, no property
4180-23438-00	DAVID WHEELER	620 DEL RIO ST WILLIAMSBURG NM 87942	Inactive	D	40.32	01/18/2019	10/04/2012	
4170-21951-00	ROSE M MARES	621 1/2 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	01/23/2019	08/05/2010	
4170-25436-00	IRIA M COLON-ZABALA	622 WYONA AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	1.54	06/30/2019	05/28/2016	No email, Not a good address, no acct, doesn't own property
3014-19979-01	SHARON POPKIN	623 MARR AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/06/2019	01/11/2008	No email, PO Box Anthony address, no acct, doesn't own property
3014-00001-08	DANIELLE GLOVER	623 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	1015.54	09/06/2019	12/21/2018	
3010-22476-04	RED RENTALS LLC	624 W JOFFRE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/08/2019	11/21/2018	
4170-08235-01	EROD INC	625 GRAY AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	02/27/2019	11/28/2017	
3010-26048-00	DOUGLAS OAKES	625 W GARST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/31/2019	03/21/2016	
3010-22885-03	RED RENTALS LLC	625 W JOFFRE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/25/2019	11/21/2018	
4170-14299-01	LEROY MADSEN	625 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/29/2019	11/13/2002	
3014-15173-01	MARK MULLINS	640 S POST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	622.81	02/06/2019	10/24/2003	
3121-01670-00	LAURA MAE BUTLER	649 E JOFFRE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/29/2019	09/01/1986	
3131-23380-01	BOYD SHATTUCK	651 S MORGAN ST #03 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/28/2019	10/05/2015	
3131-23389-03	RICK A DEMIEVILLE	651 S MORGAN ST #06 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	112.72	01/07/2019	07/30/2018	
1002-03209-01	CAROLE DRISCOLL	685 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/30/2019	06/30/1997	
3121-01671-00	LAURA MAE BUTLER	690 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/02/2019	09/01/1986	
4170-21691-00	KLAUS H WITTERN	700 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/13/2019	11/08/2018	
1005-00001-07	JACKIE ROMERO	700 N MAPLE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/11/2019	08/23/2017	
3010-19855-06	EDDIE GILLILAND	700 W MATSON AVE #01 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	116.5	05/01/2019	01/11/2019	Deceased
3010-19855-05	SALVADOR MIRAMONTES	700 W MATSON AVE #01 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/07/2019	03/06/2018	
3010-24673-05	TAMMIE L MONTGOMERY OR R	700 W MATSON AVE #02 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	713.61	01/07/2019	06/28/2018	

3010-04551-00	CARYL GUSTIN	700 W MATSON AVE #06 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/25/2019	09/01/1985	
1003-04640-00	FLORENCE HALL	701 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	06/18/2019	03/30/1989	
1002-22741-02	MALAIKA NAMARA	701 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/01/2019	05/08/2018	No email, Santa Fe address, no acct, Owns property
1001-03248-02	GREGORY MUSGRAVE	701 W MARIE AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/02/2019	02/24/2017	
2092-25361-03	DIANE WILLIAMS	702 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/10/2019	08/21/2015	
4180-24694-03	JOANN D BRACKEN	702 OLIVO ST WILLIAMSBURG NM 87942	Inactive	D	0	11/12/2019	08/06/2018	
1005-23002-00	JAMES OR MARY ALICE TROYER	703 N MAGNOLIA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/23/2019	03/01/2012	
2092-16975-05	EDITH M MILAM	703 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/15/2019	05/10/2019	
2092-24695-04	DAKAITA J OWENS OR EVERITT	703 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	92.98	04/30/2019	11/27/2018	
1003-12445-00	DEE LORIS HYDE-BEGANY	704 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/26/2019	03/08/2002	
4180-06971-01	CAMPBELL & CAMPBELL	705 RIDGE RD WILLIAMSBURG NM 87942	Inactive	D	0	04/24/2019	02/15/2019	
1002-23709-05	LISA WILFORE	707 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/31/2019	10/29/2018	
1001-08063-00	JUNE OLIVAS	707 POPLAR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	403.1	11/05/2019	09/01/1986	Deceased
1051-10689-01	CHARLES BLANCHARD	708 N COLEMAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/25/2019	09/30/2018	
1002-26094-00	ROXANNA IRWIN	708 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	-1	12/17/2019	04/01/2015	No email, PO Box, no acct, doesn't own property
3013-25135-03	TERRENCE KIMBLE	708 S MYRTLE AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/01/2019	09/13/2016	
3121-22328-00	BEVERLY OR LARRY KASIAH	709 E FIRST AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/15/2019	11/03/2017	
4180-07002-01	AARON L GEORGE	710 OLIVO ST WILLIAMSBURG NM 87942	Inactive	D	-16.76	04/04/2019	02/01/2018	
4180-02673-01	JESSE BRYANT	711 CARMEN ST WILLIAMSBURG NM 87942	Inactive	D	0	05/23/2019	11/21/2018	No email, not a good address, no acct, doesn't own property
1004-14194-01	LEE W ARMUJO	711 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/20/2019	10/10/2006	No email, not a good address, no acct, doesn't own property
1002-22325-04	DESIREE DURHAM	711 N IVY ST # B TRUTH OR CONSEQUENCES NM 87901	Inactive	A	265.84	01/14/2019	05/18/2018	
1002-24717-10	JAMES LIPPS OR JOSHUA KOCH	711 N IVY ST A TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/02/2019	02/06/2018	
1005-24485-06	VICTOR TAOFOYA OR DOUGLAS D	711 N PINE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/25/2019	10/11/2018	
3013-13596-00	DARLENE HUTCHINSON	711 S MYRTLE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/02/2019	01/30/2002	
1002-25089-07	RONALD JOHN DUNPHY	712 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	583.47	05/21/2019	12/26/2018	
1002-20116-04	BRIAN J BRUNO	712 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/23/2019	06/24/2019	
1002-20116-03	PAUL HUELLE	712 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/31/2019	03/11/2008	
1051-24797-03	JUSTIN COPELAND	712 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	354.23	07/01/2019	03/07/2019	
1051-24797-02	RICARDO HOLGUIN	712 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/07/2019	10/15/2014	
1051-10363-00	BARBARA SMYDER	713 N COLEMAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/21/2019	09/17/1967	
3013-19215-02	LUISA AMEZCUA	713 S MYRTLE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/01/2019	05/24/2012	
1002-25143-11	ALEX J APODACA	714 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	827.13	05/29/2019	07/09/2018	No email, not a good address, not acct, doesn't own property
4170-00815-01	RICHARD DORSEY	714 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	04/17/2019	08/06/2018	
4170-25464-10	MACY TIGER	715 S CLANCY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	28.92	07/31/2019	04/03/2019	
1002-25459-16	CHRISTINA LETT	716 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/17/2019	07/23/2018	
2092-25378-05	KIMBERLY BYERS	723 N CABALLO RD TRUTH OR CONSEQUENCES NM 87901	Inactive	B	1275.52	01/08/2019	08/31/2015	
4170-08988-01	KYLE BLACKLOCK & ROXANNE F	728 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/06/2019	02/20/2019	
4170-08988-00	EVELYN RENFRO	728 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	02/20/2019	09/01/1986	
2006-25178-03	CARMEN N IRWIN	760 W FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/14/2019	02/25/2019	
2006-25178-02	MITZI J ROBERTS	760 W FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/31/2019	12/29/2017	
2006-19410-00	ROBERT C MOWRY	760 W FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/21/2019	05/28/2007	
4170-24178-01	MICHAEL E SMITH	765 S CLANCY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	63.85	12/02/2019	11/22/2013	
1005-10744-00	GARRETT WESTERN INC	800 E NINTH Ave # HYDRANT TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/23/2019	07/19/2017	
1051-25151-04	MICHAEL LANFORD	800 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/23/2019	09/10/2019	
1051-25151-03	PAULA J MAYS	800 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/19/2019	04/22/2015	No email, not a good adress, no acct searched both names, doesn't own property
3131-22562-00	JANETTE LANGENDORF	800 S MORGAN ST # 05 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/05/2019	11/01/2016	
1051-23840-00	STEVEN J KILMER	803 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/15/2019	12/28/2018	
1002-23258-04	MARY F BENDA	803 W SIXTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/27/2019	03/18/2019	
1002-23258-03	CARLOS RIOS OR ANNA NUNEZ	803 W SIXTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/18/2019	07/10/2012	
1005-23460-03	DONNA R BOWEN	804 N GOLD ST # FRONT TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/27/2019	10/17/2019	
1005-23460-02	EDELUIISA UGHOC DE GUZMAN	804 N GOLD ST # FRONT TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/21/2019	09/04/2018	
4170-25277-04	OLIVIA N NEUFELD	804 W VAN PATTEN AVE #1 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	95.06	09/17/2019	05/31/2019	
4170-25277-03	CARMEN RIVERA	804 W VAN PATTEN AVE #1 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	01/02/2019	10/03/2018	No email, not a good address, no acct, no property searched both names
4170-25217-07	BARBARA L VEZZANI	804 W VAN PATTEN AVE #3 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	06/03/2019	08/16/2018	
4170-25042-02	MARGARET A STEBBING	804 W VAN PATTEN AVE #4 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/01/2019	03/03/2018	
4170-24448-02	MICHELE MCWHORTER	804 W VAN PATTEN AVE #7 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/15/2019	05/29/2018	

1001-25262-02	PAUL FLORES	805 N PALO VERDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/27/2019	01/17/2018	
4180-06099-03	GLADYS BRAGG	805 SUNSET ST WILLIAMSBURG NM 87942	Inactive	D	0	12/23/2019	08/04/2003	
1001-26284-07	THERESA SHORT	806 N SPRUCE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/25/2019	04/15/2019	
1003-00282-00	RUTH ANDERS	807 N FOCH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/02/2019	12/07/2000	
2092-09596-00	SYLVIA SANCHEZ	808 N BOSQUE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/26/2019	05/16/1994	
1001-21315-00	FAUSTINO FROILAN	809 N SIERRA VISTA DR TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/12/2019	09/04/2009	
1001-07183-00	ARLENE MCLAUGHLIN	809 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/08/2019	09/23/1998	
1002-23241-02	VANESSA R WOERTINK	810 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/31/2019	11/28/2018	
2009-20761-02	RANDY COLLINS	811 E THIRD Ave # 06 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/17/2019	04/29/2019	
2009-22878-01	CARMON OR WALTRAUD PORTER	811 E THIRD Ave # 10 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/05/2019	10/18/2013	
2009-16725-01	RICHARD LOOMIS	811 E THIRD Ave E #24 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	987.67	01/11/2019	08/18/2005	
1001-22645-04	JOSEPH SANCHEZ	811 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/28/2019	07/24/2017	
1001-01681-00	JOSE A ESTRADA	814 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	25	03/07/2019	04/30/1990	No email, not a good address, not accts, doesn't own property
1001-25514-11	DONALD J VENABLE	814 POPLAR St N # #1 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/22/2019	08/21/2017	No email, not a good address, not accts, doesn't own property
1001-00001-10	HOLLY A JOHNSON	814 POPLAR St N # #3 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/15/2019	10/12/2018	
1001-25230-08	MICHAEL K PENDLETON	814 POPLAR St N # #4 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/09/2019	07/31/2019	
1001-25230-07	AUGUSTINA F BAILON	814 POPLAR St N # #4 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/25/2019	07/26/2018	No email, PO Box, no acct, doesn't own property
1001-19124-00	DALE P DANIELS	814 POPLAR St N TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/16/2019	02/16/2007	
2092-25438-02	ANTHONY R GONZALES	815 N CABALLO RD TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/03/2019	08/29/2017	
1002-21885-04	WHITNEY RAE LAWSON-HUNT	815 N KOPRA St C TRUTH OR CONSEQUENCES NM 87901	Inactive	A	201.76	11/15/2019	08/06/2019	
1001-17882-01	ROBERT BRANDIS	815 POPLAR St N TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/19/2019	10/27/2009	
1002-06638-00	LUGARDA S LUCERO	815 W SEVENTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/29/2019	01/13/1994	
3121-21238-05	TIMOTHY A TURTON	816 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	437.49	03/06/2019	10/31/2017	No email, Post address, no acct, doesn't own this property
1005-25415-10	RICHARD GARCIA	816 N ELM ST B TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/27/2019	03/08/2017	
1001-25170-02	TAMMY SPARKMAN	817 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	198.75	09/24/2019	05/17/2019	
1001-25170-01	JUPITER DESEO	817 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/31/2019	03/14/2017	
1002-20469-00	SUSAN H LOWE	818 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/13/2019	07/31/2008	
1004-20613-04	BLAKE LEE HURLEY	819 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	355.33	11/20/2019	07/19/2019	
1001-20274-01	JUDD MARIE OR AIDAN BRADLEY	819 N SPRUCE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/10/2019	05/09/2008	
3013-05217-00	JOHN CLOUD	820 S HILLCREST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/21/2019	09/01/1988	No email, no good address, no acct no property owned
3013-24362-01	SHANA SPITZER OLDFIELD	829 S HILLCREST DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	2441.67	01/30/2019	03/06/2014	
4170-21662-08	REBECCA S BEIDLER	840 S CLANCY St TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/30/2019	07/30/2019	
4170-21662-06	SALLY HOBENSACK OR KEN MAY	840 S CLANCY St TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/30/2019	06/09/2017	
4170-21662-07	SUSAN E DAVIES	840 S CLANCY St TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/01/2019	08/17/2017	
3013-05999-00	BILLY OR DONA KING	840 S HILLCREST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/28/2019	04/28/2000	
3131-24701-06	PATRICIA J GREER	845 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	82.26	10/18/2019	07/30/2019	
2009-24539-06	STEPHANIE M ARMENDARIZ OR	855 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/15/2019	08/30/2017	
1001-00004-12	JEROME R ANDRUS	901 POPLAR St N TRUTH OR CONSEQUENCES NM 87901	Inactive	A	445.01	02/08/2019	04/28/2018	
3013-10032-00	SIERRA CHURCH OF CHRIST	901 S HILLCREST DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/23/2019	07/02/1991	
1003-22426-03	LAURETTA OR KEN TOWNE	902 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/01/2019	04/15/2011	No email, not a good address, no accts, doesn't own property
1003-17127-01	RAYMOND R RUFFINI	902 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/05/2019	07/13/2018	
1003-19802-01	RHONDA L MULIK	902 N PERSHING St # B TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/30/2019	02/22/2018	
1001-14886-00	ANTHONY CHAVEZ	902 N YUCCA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/22/2019	07/14/2003	
3013-24170-07	DIANA L PEREZ	902 S HENSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/26/2019	07/27/2018	
1001-15771-00	GILBERT D TRUJILLO	903 N YUCCA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/09/2019	07/15/2004	
1001-23157-00	ROBERTA E HERNANDEZ	904 E NINTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	44.23	07/23/2019	05/16/2012	
1003-00000-08	SMOKES GOOD / SAMUEL GRANA	904 N 1/2 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/19/2019	03/15/2019	
1003-00000-07	WESLEY SMITH OR JESSI BERTR	904 N 1/2 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	710.23	02/20/2019	05/30/2018	
1004-15340-00	WHITEHEAD INVESTMENTS	904 N CEDAR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/29/2019	01/12/2004	
1003-25482-03	SMOKES GOOD / SAMUEL GRANA	904 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/12/2019	02/28/2019	
1003-25482-02	WESLEY SMITH OR JESSI BERTR	904 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/06/2019	05/30/2018	Deceased
1002-15194-04	TIFFANY A LICHTSINN	904 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	1205.62	01/08/2019	05/15/2018	
3013-24998-03	MARCIA OR JUSTIN BLOOM	904 S HENSON TRUTH OR CONSEQUENCES NM 87901	Inactive	C	911.88	09/04/2019	04/14/2017	
2092-23781-03	JASON ARCEMONT	905 N HIGHWAY 51 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	234.38	04/26/2019	02/15/2019	
2092-23781-02	DOUGLAS OAKES	905 N HIGHWAY 51 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/15/2019	01/18/2019	
2092-23781-01	SHERRY OR LAURA RODRIGUEZ	905 N HIGHWAY 51 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	168.93	01/18/2019	04/26/2013	No email, PO Box, no property owned, no accts either name

2092-23783-00	SHERRY SMITH WARREN	905 N HIGHWAY 51 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	24.49	01/18/2019	04/26/2013	No email, PO Box, no property owned, no accts either name
1002-11611-00	CHESTER WARWICK	905 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/03/2019	09/01/1986	COLLECTED
1002-22304-02	ANDREA L FREEMAN	905 N LOCUST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/15/2019	06/22/2018	
2092-20559-02	ROBERT G MANNING	906 N CABALLO RD TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/24/2019	01/08/2019	No email, not a good address, no acct, doesn't own property
2092-20559-01	WILLIAM OR KATHRYN PERRY	906 N CABALLO RD TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/08/2019	09/18/2018	
1001-21179-07	WILLIAM OR MERCY HOWELL	908 N SPRUCE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/19/2019	05/28/2019	
1001-21179-06	ALLISON DILLAWAY	908 N SPRUCE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/28/2019	12/05/2017	No email, not a good address, no acct, doesn't own property
1001-23841-01	KIMBERLEY J GRAHAM	908 N YUCCA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/31/2019	09/05/2017	
3013-20374-01	CLEOTILDE ROMERO OR JULIO C	908 S HENSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/07/2019	06/16/2008	No email, El Paso address, no acct, doesn't own property
3013-23670-03	SIDNEY S BRYAN	908 S MYRTLE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/15/2019	06/24/2019	
3013-20375-00	JAMES LEWIS	909 S HENSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	-78.02	05/29/2019	11/02/2016	
1003-00183-00	AMBERCARE CORPORATION	910 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/14/2019	03/05/1996	Deceased
1002-21747-02	JENNIFER CARDENAS	911 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/28/2019	12/01/2015	Emailed, not a good address, no acct, doesn't own property
1001-25255-03	BRENDA ROBINSON	911 POPLAR ST N TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/06/2019	03/29/2018	
1003-19916-00	ROBERT I MCELROY	915 N PERSHING ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/12/2019	12/14/2007	
1004-05244-00	WHITE SANDS CONSTRUCTION INC	915-TEMP N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/01/2019	10/01/2018	No email, not sure about address, no acct, does not own property
1001-02484-00	GAYLE COMBEST	917 N YUCCA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/14/2019	07/19/1991	
1002-22089-00	DEAN M HENDREN	918 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/23/2019	10/15/2010	INCARCERATED LUNA COUNTY
1001-19175-05	BARBARA HUMBLE	918 N LOCUST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/14/2019	08/31/2018	
1002-24179-01	DOUG HICKS FUTURE CO REALTY	920 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/31/2019	10/09/2019	
3131-24238-00	KATHLEEN M TRUJILLO	920 W CAMINO DE MESA TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/06/2019	01/07/2014	
1001-25186-00	WILLIAM OR SHARON LACY	925 W NINTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/02/2019	05/12/2015	No email, not a good address, no current acct, doesn't own property
4181-24510-00	KEVIN GREEN	954 W VEATER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	01/02/2019	05/20/2014	
1001-23702-03	FINLEY MILLS	975 W NINTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/23/2019	02/28/2018	
5999-25376-00	CARY L GUSTIN	CITY LANDFILL TRUTH OR CONSEQUENCES NM 87901	Inactive	L	0	04/01/2019	01/08/2019	
1001-13223-00	LA CALERITA CONST LLC	HUBBLE # HYDRANT TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/17/2019	01/09/2019	No email, not a good address, no current acct, doesn't own property
1001-20548-00	JOHN F WEIR	HYDRANT BUCK GREER Rd TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/18/2019	08/05/2019	No email, not a good address, no current acct, doesn't own property
3122-00000-03	ALLISHA M DODDS	MUD SPRINGS CYN TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/17/2019	06/24/2019	
3121-02259-00	CITY OF T OR C	NON POTABLE WL # 2 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/11/2019	09/02/1990	
3121-02260-00	CITY OF T OR C	NON POTABLE WL # 3 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/11/2019	11/02/1990	
3013-00001-01	HILDA O MADRID	OSA HYDE ST #22 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/29/2019	08/16/2018	
3122-22940-00	MJ EXPRESS-O	OSA MUD CANYON RD #78 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/11/2019	01/23/2012	
1001-25489-01	ROBERTS FIRE CIBOLA NATIONAL	SANFORD WILSON RD HYDRANT TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/14/2019	07/17/2019	
TOTAL					584,059.95			

Account Number	Contact Name	Service Address	Status	Cycle	Balance	Disconnect Date	Start Date	Contact with Customer
4999-25521-00	DWIGHT NABOURS	EFFLUENT POND TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/06/2019	01/26/2018	
2092-09958-01	DR & G SERVICES LLC	RODEO ARENA Rd # HYDRANT TRUTH OR CONSEQUENCES NM 87901	Inactive	B	16.6	09/30/2019	09/24/2019	
4181-12221-01	SMITHCO PROPERTIES	1 SEWER PLANT TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/10/2019	05/02/2017	
4190-24574-00	BANK OF THE SOUTHWEST	100 RIO GRANDE ST WILLIAMSBURG NM 87942	Inactive	D	0	06/24/2019	06/16/2014	
3121-25024-08	BROOKLYNE H NUNN	100 S CHERRY LN TRUTH OR CONSEQUENCES NM 87901	Inactive	C	185.78	12/11/2019	05/23/2019	
3121-26024-07	STEPHANIE M THORNE	100 S CHERRY LN TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/07/2019	07/10/2018	
1001-16910-00	MARY JANE DYKE	1000 N LOCUST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/17/2019	11/07/2005	
3013-10022-00	HILDA O MADRID	1002 N HYDE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/29/2019	08/16/2018	
1001-02844-00	AUBREY DEASON	1002 N PARWAY DR TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/18/2019	09/01/1996	
3013-25254-00	JAMES OR TRACY JOHNSON	1003 S RADIUM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	68.78	04/29/2019	06/19/2015	
1001-16937-00	LULA J RHODES	1009 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/05/2019	11/09/2005	
1001-01420-02	LORENZA M ANAYA	1011 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/29/2019	05/24/2019	
1004-07000-00	MICHAEL MAXWELL	1012 N PINE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	381.69	04/23/2019	08/18/1996	
1001-14791-01	MARTHA CHRISTENSEN	1013 POPLAR St N TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/06/2019	02/28/2017	
1001-09009-01	RONALD COSTA	1014 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	-122.92	04/15/2019	06/29/2017	
1001-18962-00	MARK OR ANNA FILOSA	1016 N LOCUST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/31/2019	12/13/2006	
3010-11854-01	ASSET SOLUTIONS REALTY	102 N FOCH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/02/2019	02/26/2019	
3012-05308-00	HOT SPRINGS TRADING	103 E FIRST AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/17/2019	02/22/2000	
3121-21220-01	JULIE MARIE TALLENT	1048 E RIVERSIDE Dr # 05 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	1.23	08/06/2019	09/20/2016	Emailed letter, mailed letter, no current acct, doesn't own property, letter returned property vacant unable to forward
3121-16962-02	ROBERT DEATHRAGE	1048 E RIVERSIDE Dr # 06 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	199.97	08/16/2019	04/02/2019	
3121-16952-01	GONZALO OLIVERA	1048 E RIVERSIDE Dr # 06 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/13/2019	02/27/2018	
3121-23734-02	CRYSTAL E GIBBS	1048 E RIVERSIDE Dr # 08 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	471.2	07/09/2019	07/02/2018	
3121-21213-00	MADLEINE ARMSTRONG	1048 E RIVERSIDE Dr # 3 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/07/2019	03/16/2017	
3121-00007-05	SIDNEY S BRYAN	1048 E RIVERSIDE DR #10 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/24/2019	12/27/2018	
3121-24768-02	PHILLIP GIRARDI	1048 E RIVERSIDE DR #11 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	105.34	01/16/2019	10/01/2014	
3121-00009-04	SANTIAGO L MEDINA	1048 E RIVERSIDE DR #14 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	38.52	05/21/2019	04/17/2019	
3121-00009-03	JACK H PENDERGRASS	1048 E RIVERSIDE DR #14 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/09/2019	07/11/2018	
3121-23811-03	JAMES A TITER	1048 E RIVERSIDE DR #16 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/27/2019	05/10/2017	Emailed letter, mailed letter, no current account, doesn't own property, unable to forward current address unknown
3121-23189-01	LYNDA SEELEY-CHITUM	106 N MAGNOLIA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/25/2019	11/28/2017	emailed letter, mailed letter, no current account, doesn't own property, signed for letter 8/28/24
2091-07287-01	RONALD MELENDY	1065 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	-60.7	02/16/2019	10/16/2018	
3011-16127-01	THE SPROSTON PARTNERSHIP	107 BROADWAY ST -A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/26/2019	07/12/2017	
3011-16127-04	GREGORY MUSGRAVE	107 BROADWAY ST -A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/16/2019	02/07/2019	
3011-16127-03	MARK A FILOSA	107 BROADWAY ST -A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/07/2019	03/12/2018	
1001-25383-04	JAMES L COY	1085 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/19/2019	08/28/2016	
1001-25383-06	MARY W WHITFIELD	1085 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/30/2019	02/07/2019	Mailed letter, emailed letter, no other account, doesn't own property, letter returned unable to forward insufficient address
1001-25383-05	SUNSHINE MOORE	1085 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/07/2019	02/27/2017	
4180-14341-00	DAVID STONE DELO	108 A CENTRAL ST WILLIAMSBURG NM 87942	Inactive	D	0	09/13/2019	01/08/2016	
3121-14852-00	LORRI WILLIAMS	1088 E RIVERSIDE DR #1 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/05/2019	07/01/2003	
3121-14853-00	LORRI WILLIAMS	1088 E RIVERSIDE DR #2 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/05/2019	07/01/2003	
3121-14854-00	LORRI WILLIAMS	1088 E RIVERSIDE DR #3 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/05/2019	07/01/2003	
3121-16877-00	LORRI WILLIAMS	1088 E RIVERSIDE DR #4 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/05/2019	09/08/2004	
3121-14901-00	LORRI WILLIAMS	1088 E RIVERSIDE DR #5 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/05/2019	07/18/2003	
3121-14902-00	LORRI WILLIAMS	1088 E RIVERSIDE DR #6 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/05/2019	07/18/2003	
3121-13897-01	LORRI WILLIAMS	1088 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0.01	03/05/2019	05/10/2002	
3121-13896-00	STEVE PAYKUS	1099 E RIVERSIDE Dr TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/23/2019	03/22/2018	No email, Not a good address, mailed letter, returned unable to forward
4180-20154-00	DANIEL THORP	110 MICHIGAN ST WILLIAMSBURG NM 87942	Inactive	D	157.47	04/17/2019	03/12/2008	
2092-25096-03	45 REALTY	1100 MESCALERO DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/02/2019	02/25/2019	No email, Mailed letter, no property owned, no account, Signed for letter not Rogers
2092-25096-02	DIANE WILLIAMS	1100 MESCALERO DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/19/2019	01/31/2019	
2092-24206-06	DOUGLAS S PARSONS	1101 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	36.71	12/04/2019	04/05/2018	
2092-10395-00	JUAN TREVIZO	1102 N BOSQUE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/01/2019	03/15/1999	
2092-15744-01	HONORE HACKETT	1105 N RIVERSIDE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/09/2019	10/01/2019	
2092-15744-00	JERI KNIGHT	1105 N RIVERSIDE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/02/2019	07/09/2004	
2092-24539-00	PERRY T WOLFF	1107 N BOSQUE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/11/2019	05/29/2014	
3013-25258-01	FELIPE JR HERNANDEZ	1109 S RADIUM St TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/02/2019	06/26/2019	No email, Mailed letter, letter signed for not Misty Wolfe
3013-25256-00	GLADYS STRAWBRIDGE	1109 S RADIUM St TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/17/2019	12/10/2015	

4160-22361-03	DAVID STONE DELIO	111 CENTRAL ST WILLIAMSBURG NM 87942	Inactive	D	0	10/04/2019	02/28/2011	Emailed, No good address, no account, no property owned, unable to deliver
2007-14848-01	MICHAEL CROWE	112 W THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/01/2019	09/18/2008	
3011-24769-00	RUTH KAY THOMPSON	113 W MAIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/07/2019	10/16/2014	
3121-23357-02	VICKI SEARS	114 S GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/23/2019	01/28/2016	Deceased
3121-23357-05	DUSTIN BYERS	114 S GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/01/2019	05/31/2018	
4190-24184-01	JEANETTE LANE	114 VEATER ST WILLIAMSBURG NM 87942	Inactive	D	0	08/16/2019	11/12/2013	
3011-22567-02	KENNETH L SCHAAF	115 S DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/03/2019	07/01/2011	Emailed, Letter sent, no good address, doesn't own property, no current acct, letter returned.
4190-19576-00	GILBERT OR JOSI ZAMORA	115 W VAL VERDE ST WILLIAMSBURG NM 87942	Inactive	D	0	04/01/2019	01/12/2015	
4190-24848-00	JOSEPHINE VARNUM	118 RIO GRANDE ST WILLIAMSBURG NM 87942	Inactive	D	0	12/23/2019	11/10/2014	
2091-24138-01	KAREN L GULLETT	1201 E CABALLO Rd # 10 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/08/2019	07/06/2016	Emailed, Sent letter, No current acct, no property owned, letter signed for not June Olivas
2091-17414-01	PLAZA REALTY	1201 E CABALLO Rd # 17 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/01/2019	09/08/2017	
2091-09800-02	PETER DE GEEST	1201 E CABALLO Rd # 21 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/26/2019	09/21/2018	
1001-22088-02	JAIDYN DOMINA OR RYAN EVANS	1201 N PERSHING St # A TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/19/2019	12/19/2018	Email, Sent letter, no forwarding address, doesn't own property, no current acct, letter returned unable to deliver
1001-22088-02	ANDRIA N RODRIGUEZ	1201 N PERSHING St # C TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/22/2019	06/28/2018	
1001-26335-09	MARY MITZI ARANILLA	1202 N PATTON ST #05 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/07/2019	05/14/2019	
1001-25335-08	SMITHCO PROPERTIES	1202 N PATTON ST #05 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/14/2019	10/17/2018	Deceased
4160-24926-12	SABINA ST CYR	1202 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/10/2019	09/10/2018	
1001-04989-00	GARRETT WESTERN INC	1204 N DATE St # HYDRANT TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/26/2019	08/13/2019	
1001-04989-00	HERALD PUBLISHING CO	1204 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/23/2019	09/01/1988	Email, Sent letter, no forwarding address, doesn't own property, no current acct, letter returned unable to deliver
1051-00007-04	MARIA L MCCAIN	1204 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	898.36	08/21/2019	04/26/2019	
1051-00007-03	ANDREA HUGHES-JONES	1204 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/02/2019	07/26/2017	
1051-16794-00	JAMES ROGERS	1206 E EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	393.96	01/23/2019	08/12/2005	Deceased
4161-24120-02	JAMES A CONTRERAS	1206 S COPPER St # 04 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	43.76	09/09/2019	10/10/2017	
4161-12345-03	COURTNEY J ARTMAN	1206 S COPPER St # 08 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	169.37	07/15/2019	08/09/2018	
4161-24336-03	ARACELI MARQUEZ	1206 S COPPER ST #03 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	02/28/2019	02/27/2014	Deceased
4161-25008-04	COREY SLOAN OR CHEYENNE W	1206 S COPPER ST #08 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	10/08/2019	07/18/2017	
4161-25440-07	DARYL THOMAS OR KALLISTA MI	1206 S COPPER ST #07 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/07/2019	11/19/2018	
4161-19228-02	COPPER STREET LLC	1206 S COPPER ST #10 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/16/2019	06/17/2019	Deceased
4161-19228-01	WAYNE SMITH	1206 S COPPER ST #10 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	246.88	06/11/2019	03/21/2007	
4161-24927-05	AMANDA L NUNEZ	1206 S COPPER ST #12 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	241.48	09/16/2019	08/20/2018	
1051-24075-00	BRUCE MCROY	1207 E EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/18/2019	09/26/2013	Deceased
4160-10439-04	JEAN E BAKER	1207 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	11/07/2019	07/03/2019	
4160-10439-03	DAVID J GARCIA JR	1207 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/03/2019	11/08/2017	
2092-17491-01	ANN M SAGE	1209 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	03/01/2019	05/01/2018	Deceased
4160-25107-10	SHANTELL ROZMAREK	1209 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	325.94	01/16/2019	05/25/2018	
4160-00004-05	TANNEN PIERCE	1211 S STEEL ST #03 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	12/12/2019	10/03/2019	
4160-25211-06	JORDAN M BAZAR	1212 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	483.92	09/17/2019	02/19/2019	Deceased
4160-25211-05	EDITH MORALES	1212 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	23.4	01/07/2019	11/30/2017	
4160-21338-05	SHIRLEY LLANO	1216 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	1404	03/25/2019	09/11/2009	
4160-16168-01	CARMEN O'CON	1218 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	04/01/2019	10/24/2003	Deceased
4161-00435-02	AMBER HOWARD	1221 W MARSHALL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	63.91	09/10/2019	05/14/2019	
4161-00435-01	JUSTIN MYERS	1221 W MARSHALL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	02/19/2019	10/24/2017	
2091-20637-04	JOLEEN MARTIN	1239 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/15/2019	05/02/2015	Deceased
4190-01246-05	SYLVIA A BRADY	124 RIO GRANDE ST WILLIAMSBURG NM 87942	Inactive	D	0	08/07/2019	12/01/2017	
4190-01246-08	ALISHA GONZALEZ	124 RIO GRANDE ST WILLIAMSBURG NM 87942	Inactive	D	166.51	04/02/2019	04/30/2018	
4190-19438-03	DALE SR. BURDEN	127 DORIS LN WILLIAMSBURG NM 87942	Inactive	D	32.67	12/11/2019	06/04/2007	Deceased
4160-01339-00	RHONDA BRITTAN	128 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	01/31/2019	10/31/2002	
4190-24971-04	CLYDE TUTTLE	128 HYDE ST WILLIAMSBURG NM 87942	Inactive	D	0	07/02/2019	11/21/2018	
4190-21789-02	KATHLEEN R GURNSEY	130 HYDE ST WILLIAMSBURG NM 87942	Inactive	D	0	02/15/2019	04/04/2017	Deceased
2092-00099-00	RAY ALDRIDGE	130 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/02/2019	02/09/1993	
4160-25290-02	WILLIAM H WEDDLE	1300 S ALUMINUM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	10/28/2019	02/16/2017	
4160-00058-00	PATSY ADKINS	1300 S ORE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/18/2019	03/30/1988	Deceased
4160-24710-04	STEPHEN GUILLEN	1301 S ZINC ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	524.87	10/22/2019	08/28/2014	
4160-26377-06	TYLER SLAVEN	1303 BRASS ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	1036.24	04/17/2019	09/17/2018	
2091-24277-06	DANIEL D MONTOYA	1303 E CABALLO RD TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/31/2019	01/05/2016	No email, no forwarding address PO Box only, no property , no current acct , returned unable to forward
4160-06541-01	ELIZABETH A SIMMONS	1306 S LEAD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/17/2019	07/13/2016	

4160-26419-08	MANDI MAHNKE	1306 S STEEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/08/2019	09/21/2015	Email, Sent letter, no current acct, no property, signed for letter
4190-00000-02	145 REALTY	131 RIO GRANDE ST WILLIAMSBURG NM 87942	Inactive	D	0	07/24/2019	04/16/2019	
4190-00000-01	JOSAPHINE VARNUM	131 RIO GRANDE ST WILLIAMSBURG NM 87942	Inactive	D	0	03/22/2019	10/07/2016	
4160-22292-00	HERIBERTO MORENO	1310 S MERCURY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	1812.83	06/11/2019	01/27/2011	
4190-24859-00	US FOREST SERVICE	132 B HYDE ST # HYDRANT TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/09/2019	06/15/2017	Email, Sent letter, no current acct, doesn't own property, signed for letter not Patricia Greer
4161-25203-04	GABRIEL B BORUNDA	1360 W SIMPSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	02/01/2019	07/08/2016	No email, sent letter, no current acct, no property
4161-13772-00	MICHAEL HERR	1380 W SIMPSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	-111.38	07/01/2019	01/19/2016	
4161-25200-00	MICHELLE JACKSON	1385 W SIMPSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/29/2019	07/04/2016	
2092-20070-02	CLAY CHENEY	1403 N GLENN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	S	166.59	06/29/2019	02/21/2017	
4161-20317-01	WILLIAM FRY	1403 S NICKEL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	450.08	07/16/2019	01/19/2018	
1061-12270-00	LANEER K WRYE	1408 E SEVENTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	06/03/2019	06/01/1987	
4160-10328-01	JUAN SOLIS	1408 S MERCURY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	11/13/2019	02/11/1991	
4160-10984-03	YVONNE M IRWIN	1409 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	12/02/2019	07/24/2018	
4160-21113-02	BARBARA ALLSUP	1409 S LEAD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	08/13/2019	05/20/2009	
4160-25252-02	MARCUS GRUJALVA	1409 S TUNGSTEN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/15/2019	03/27/2018	
4161-25183-08	JACOB DIAZ	1410 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	06/19/2019	11/28/2018	
4160-24892-02	JAMELIA ARMJO	1410 S IRON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	11/04/2019	10/22/2019	
4160-24892-01	JULIA BANKSON	1410 S IRON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	11/01/2019	03/28/2018	
4160-22331-00	STEVEN BROWN	1411 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/13/2019	07/01/2019	
4160-22480-03	JOSHUA J GURROLA	1411 S TUNGSTEN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	04/09/2019	02/17/2017	
4161-24243-04	RICHARD OCONNELL	1412 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	270.93	05/14/2019	03/01/2016	
4160-22975-05	MISTY WOLFE	1413 S COPPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	252.05	11/21/2019	09/10/2018	Emailled, no good address, no acct, no property, returned no such number unable to forward
4160-25092-01	MICHAEL W JORDAN	1414 S ALUMINUM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	66.13	09/12/2019	03/24/2015	No email, no good address, no acct, no property, letter returned unable to deliver
4160-15242-00	DAVID CLEVELAND	1414 S TUNGSTEN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	91.26	08/21/2019	10/22/2007	
4160-22438-04	BARBARA K KORSZEN	1415 S ALUMINUM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/18/2019	06/13/2019	
4160-22438-03	MARGARET N TOW	1415 S ALUMINUM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/28/2019	10/12/2016	
4161-00000-01	ALEXANDER OR LISA TALAVERA	1416 S TIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	06/17/2019	04/06/2016	
3121-12731-00	MARY JO GUSTIN	1420 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	-0.1	06/24/2019	03/21/1995	
2091-26325-02	JOAN T EPSTEIN	1425 E SECOND AVE #A02 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/27/2019	08/21/2015	
2091-21684-03	CHARLOTTE REES	1425 E SECOND AVE #A06 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	68.06	03/11/2019	12/27/2017	No email, mailed letter, no acct, no property, Hydrant meter account, Signed for
2091-25392-02	HORACIO AVALOS	1425 E SECOND AVE #B01 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	44.5	04/01/2019	06/09/2015	
2091-25049-06	GANE I GILLILAND TATE	1425 E SECOND AVE #B04 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/12/2019	01/25/2019	
2091-21213-03	MARY E CHAPMAN	1425 E SECOND AVE #B05 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/02/2019	07/22/2009	
2091-24269-03	HOUSING AUTHORITY	1425 E SECOND AVE #C05 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/08/2019	06/07/2017	
2091-24269-05	SHIRLEY PATRICK	1425 E SECOND AVE #C05 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/11/2019	03/22/2019	
2091-24269-04	HELEN MOORE	1425 E SECOND AVE #C05 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/04/2019	07/28/2017	
2091-04282-02	MINA J KING	1425 E SECOND AVE #D01 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/07/2019	03/21/2016	
2091-20089-01	BRUCE N PETERSON	1425 E SECOND AVE #D03 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	64.61	08/12/2019	02/15/2008	
2091-17065-02	HOUSING AUTHORITY	1425 E SECOND AVE #D07 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/30/2019	05/30/2018	
2091-17055-04	PATRICIA MOSHANE	1425 E SECOND AVE #D07 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/27/2019	04/17/2019	
3121-03599-01	ELIZABETH TUDOR	1440 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	221.01	01/10/2019	02/21/2017	Emailled, Address not good, no property, no acct, sent letter unable to forward
3121-12245-00	FRED R WORTMAN	1445 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/15/2019	09/01/1986	
2092-15963-04	PAULA D ROBISON	145 E GARNETT ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	3905.48	10/28/2019	09/10/2007	
1001-24112-11	LOUISE BONGAO	145 W MARIE ST #01 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/05/2019	02/26/2019	
1001-24112-00	YVETTE OZABETA OR MARY DOMI	145 W MARIE ST #01 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	163.15	02/26/2019	08/14/2017	
1001-23722-06	JEZEBEL B DURAN	145 W MARIE ST #02 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/04/2019	03/16/2017	
2091-22166-01	DAVID DOYLE	1485 E SECOND AVE #19 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	25.58	04/16/2019	11/16/2010	
2091-14562-02	DEANNA L POARCH	1485 E SECOND AVE #28 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/15/2019	06/08/2016	
2091-26447-06	DAVID M REINKE	1485 E SECOND AVE #29 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/30/2019	12/05/2018	
2091-17476-03	RIO ABAJO APARTMENTS	1485 E SECOND AVE #30 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/13/2019	11/30/2018	
2091-23845-00	RIO ABAJO APTS	1485 E SECOND AVE #34 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/10/2019	05/01/2013	
2091-23845-02	RUTH HUNT	1485 E SECOND AVE #34 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/26/2019	04/18/2016	
2091-26396-04	RIO ABAJO APARTMENTS	1485 E SECOND AVE #39 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/01/2019	03/28/2018	No Email, Not good address, no acct, no property, letter unable to forward vacant
2091-25395-06	CATHERINE LANDOLT	1485 E SECOND AVE #39 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	185.39	04/09/2019	09/21/2018	Emailled, not good address, no current account, no property, undeliverable mail
2091-24347-06	RIO ABAJO APARTMENTS	1485 E SECOND AVE #41 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/29/2019	05/14/2019	Emailled, not good address, no current account, no property, undeliverable mail
2091-24347-05	JAMES W PAINE	1485 E SECOND AVE #41 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/14/2019	05/23/2017	

2091-19237-05	JIMMY BLEDSOE	1485 E SECOND AVE #42 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	03/25/2019	02/14/2019	Emailed, not good address, no current account, no property, undeliverable mail
2091-19237-04	PAULA GANT	1485 E SECOND AVE #42 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/28/2019	07/27/2017	
3121-04510-00	WINDSTREAM ACCOUNTS	150 S SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	268.66	07/03/2019	09/01/1986	
1051-25478-02	GAIL BUSTILLOS	1501 N COLEMAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/31/2019	11/06/2017	
2092-00005-02	PATRICIA A HUBER	1501 N GLENN ST A TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/03/2019	04/26/2018	
3131-17411-00	PAULA OR KEVIN WEST	1503 W NORTH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	45.05	08/08/2019	05/09/2006	
3131-12763-00	PAULA OR KEVIN WEST	1505 W NORTH ST # SOLAR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	124.11	08/08/2019	02/28/2018	No email, No current address, no current account, no property, undeliverable mail
3131-12764-00	PAULA OR KEVIN WEST	1505 W NORTH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/08/2019	08/17/1989	
4160-17393-02	EILEEN M GARCIA	1506 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	1006.25	10/15/2019	04/22/2019	
4160-17393-01	RICHARD DAVES OR NADYNE DA	1506 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	04/23/2019	03/08/2019	
4181-04397-00	JESUS Q QUINTANA	1513 S HACKBERRY LN # B TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	11/07/2019	06/19/2017	Emailed, not good address, no current account, no property, undeliverable mail
3131-04363-00	GENE GRAVES	1513 W UPSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	831.37	03/06/2019	10/21/1987	
4181-20725-02	JESUS SALAYANDIA	1516 S HACKBERRY LN TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/26/2019	04/09/2015	
3131-00003-01	SHERRY BROWN	1517 W CORZINE RD TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/04/2019	03/02/2018	
3131-00011-05	HEIDI HAYWOOD	1519 S BROADWAY # MOBILEHOME TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/18/2019	02/27/2018	Email, not good address, no current account, no property, undeliverable mail
4181-03331-02	ALEJANDRO ECHAVARRIA	1528 S MERCURY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/07/2019	04/03/2019	
4181-03331-01	JOANNA KOHLER	1528 S MERCURY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	04/01/2019	05/01/2017	
4181-17319-01	JENNIFER EXTEN	1538 S HACKBERRY LN TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/30/2019	04/06/2006	
4181-14660-05	JAMES L STRONG	1550 W VEATER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/10/2019	03/23/2015	
2091-24399-01	JUHFREE C COLLIER	1565 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/01/2019	04/04/2017	No email, no good address, no account, no property, letter undeliverable
4181-14661-00	LATASHA REYNOLDS	1565 W VEATER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	252.81	07/15/2019	06/07/2017	
1051-24756-03	ERNESTO SANTILLANO	1576 E SEVENTH AVE APT C TRUTH OR CONSEQUENCES NM 87901	Inactive	A	145.02	10/21/2019	01/09/2019	
1051-24453-02	CLEIA M GILES	1578 E SEVENTH AVE B TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/01/2019	07/31/2018	No email, no good address, no account, no property, letter undeliverable not able to forward
1051-24135-03	LINNEA I CLINTON	1580 E SEVENTH AVE APT A TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/01/2019	05/18/2018	No email, no good address, no account, no property, letter undeliverable not able to forward
2092-23683-00	GREG R JONES	160 E DUNN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/24/2019	03/07/2013	
1051-08836-00	JIM OR CAROL RAINEY	1601 N COLEMAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	240.27	08/19/2019	09/01/1986	
3121-23514-01	HOUSING AUTHORITY	165 N SILVER ST #52 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/13/2019	11/24/2015	
3121-23514-03	DONNIE E COBLEIGH	165 N SILVER ST #52 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/01/2019	03/21/2017	
3121-23126-01	HOUSING AUTHORITY	165 N SILVER ST #61 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/06/2019	09/11/2017	
3121-24616-04	ROY WHITE JR	165 N SILVER ST #67 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/05/2019	03/14/2018	
3121-25126-02	MARYNELL CADY	165 N SILVER ST #71 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/12/2019	09/05/2017	
3121-17365-03	HOUSING AUTHORITY	165 N SILVER ST #73 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/01/2019	10/09/2015	
3121-17365-05	MICHAEL J SIMPSON	165 N SILVER ST #73 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	58.53	02/06/2019	05/11/2017	
3121-23988-03	TANIA DE LA MAZA	165 N SILVER ST #74 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	-26.47	06/24/2019	03/23/2016	
3010-22812-03	SIDNEY S BRYAN	170 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/07/2019	04/04/2018	No email, no good address, no account, no property, letter undeliverable
2092-25267-03	TIMOTHY GREENE	1700 GLENN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/22/2019	02/08/2018	
3131-06876-02	DONNIE E COBLEIGH	1704 W BROAD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/09/2019	11/16/2018	
2092-22179-00	ANTHONY OR LAURIE CHAVEZ	1707 N HAGEN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/29/2019	12/01/2010	No email, no good address, no account, no property, letter undeliverable
2092-19375-00	ANTHONY OR LAURIE CHAVEZ	1708 N JACKSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/29/2019	05/14/2007	Deceased
4160-21781-06	TAYLOR A DELAPAZ	1710 S BROADWAY ST #02 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	794.25	06/11/2019	06/19/2018	No email, no good address, no account, no property, letter undeliverable
4160-25090-10	SUSAN E STUCKMEYER	1710 S BROADWAY ST #05 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0.85	07/02/2019	10/18/2018	
1001-00199-00	AMIN'S INC	1712 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/26/2019	09/01/1986	
1001-23744-04	TIMOTHY OR JOSEPH CARROLL	1735 N KOPRA TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/03/2019	04/30/2019	No email, no good address, no account, no property, letter undeliverable
1001-23744-03	SIDNEY S BRYAN	1735 N KOPRA TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/30/2019	04/08/2019	Deceased
1001-23744-02	ZACHARY A ZAVALA	1735 N KOPRA TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/02/2019	02/16/2018	
2092-23082-02	AMERICA NUNEZ	175 E WADE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/18/2019	03/22/2019	
2092-23082-01	NICOLE S ESCOBAR	175 E WADE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	421.09	02/07/2019	05/31/2018	
2007-06141-00	JOHN KUCHERA	175 W FIFTH ST # 04 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/03/2019	05/09/2008	
2007-24479-00	STANLEY PACHUCKI	175 W FIFTH ST # 05 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/30/2019	11/15/2017	
2007-15295-01	C B COLLINS	175 W FIFTH ST # 9 DONT USE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	265.87	10/01/2019	11/22/2016	
1003-24956-04	ELIZABETH FAINA	175 W SIXTH AVE #02 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	-23	04/30/2019	12/05/2016	
1001-24249-00	FUEGO WIRELESS LLC	1751 N PERSHING OLD WATER TANK HILL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/20/2019	02/27/2014	
1003-00775-00	DAVID BASNETT	180 W NINTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/15/2019	08/22/1996	
1051-12576-00	MARION BUTLER	1801 N COLEMAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/09/2019	10/02/1991	Emailed, no good address, no property, no current account
3013-07826-00	STEPHEN GLINES	1801 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/03/2019	04/30/1997	
3013-04226-00	STEPHEN GLINES	1803 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/03/2019	04/27/1994	Emailed, no good address, no property, no current account, letter undeliverable

3121-24901-07	DATHAN C BYER	187 S MAGNOLIA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/19/2019	07/25/2017	Deceased
1001-24307-01	SPECIALTY RETAILERS	1900 N DATE ST #C TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/11/2019	02/11/2014	
1001-25086-02	THRIFT Y2 LLC	1906 N DATE ST #L TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/09/2019	11/15/2017	
4160-17521-00	SUSAN KONSTANT	1918 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/12/2019	06/21/2006	No email, good address, no current account, does own property, refuses to pay
4190-03785-03	CHRISTOPHER L STARKE	201 RIVERSIDE Ln WILLIAMSBURG NM 87942	Inactive	D	0	06/27/2019	01/30/2018	No email, good address, no current account, does not own property.
3121-12713-00	LAURA MAE BUTLER	201 S ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/30/2019	12/23/2015	
3011-04546-00	CARY L GUSTIN	201 W MAIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/01/2019	11/25/2002	
3012-04821-01	MESILLA PARK HEALING ARTS	202 S DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/01/2019	11/30/2017	Deceased
2009-23405-01	GENE LLOYD	204 N ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	1574.39	06/14/2019	09/18/2012	
3012-23137-01	CHRISTINA LETT	204 S DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/15/2019	05/31/2019	
3012-23137-00	RICHARD WATSON	204 S DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/31/2019	05/08/2012	
3121-12736-00	CARL W MILLER	205 N CHERRY LN TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/22/2019	09/01/1986	
2091-21907-09	COURTNEY ARIANA DIETRICH-W	205 N COLEMAN St # 11 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/25/2019	07/29/2019	
2091-21907-08	JESSICA GARCIA	205 N COLEMAN St # 11 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/24/2019	03/09/2017	
2091-24473-00	MILTON REES	205 N COLEMAN St # 13 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/26/2019	02/20/2019	
2091-24474-02	AMANDA B CAREY	205 N COLEMAN St # 14 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/14/2019	07/22/2019	
2091-24474-00	MILTON REES	205 N COLEMAN St # 14 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/01/2019	02/20/2019	Deceased
2091-24475-03	JEFFERY A SISNEROS	205 N COLEMAN St # 15 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	208.88	08/27/2019	11/02/2018	No email, good address, no current account, no property owned
2091-21635-03	MOUNTAIN VIEW MH PARK	205 N COLEMAN St # 19 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/13/2019	12/04/2018	
3011-04509-00	WINDSTREAM ACCOUNTS BANK	206 S FOCH St TRUTH OR CONSEQUENCES NM 87901	Inactive	C	9440.34	07/03/2019	09/01/1986	
2008-01155-00	DAVID BONNER	207 E SECOND AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/23/2019	09/01/1986	
2009-11304-00	PETER URBAN	207 N ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/10/2019	02/02/1999	
2008-01154-01	DAVID BONNER	209 E THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/23/2019	07/01/1997	No email, no good address, does own property, no current account, letter returned unable to forward
2008-12630-01	DAVID BONNER	209 E THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/23/2019	07/01/1997	
2008-12631-01	DAVID BONNER	209 E THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/23/2019	07/01/1997	No email, no good address, does own property, no current account, letter returned unable to forward
3121-08481-00	FRANK OR JOANNA PETRUCCI	209 S ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/02/2019	07/10/1998	
1003-25273-04	OPEN ARMS PREGNANCY	209 W SIXTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	06/14/2019	07/01/2015	No Email, no good address, no current account, property in Las Palomas, Arrangement with City Manager Madrid
2008-14185-01	BETTY R RINKER	210 N MAGNOLIA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/12/2019	10/01/2002	
3013-25504-01	REBECCA GONZALEZ	2107 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/06/2019	09/07/2017	Deceased
2008-12628-00	DAVID BONNER	212 E SECOND AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/23/2019	09/01/1986	
3121-12715-00	LAURA MAE BUTLER	213 S ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/30/2019	09/01/1986	
2092-11992-03	TYKODA B HAZEN	215 E ARROYO ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/09/2019	04/06/2018	
2008-21103-00	DEBORAH C ADAVO	215 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/11/2019	05/11/2009	
2008-21824-01	DOMINICK D. PRICE	216 E FIFTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	718.54	11/04/2019	11/14/2018	
2092-16506-01	CONCHA GALLEGOS	216 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/02/2019	05/31/2005	
2008-19696-01	KENNETH W. JAMES ESTATE	218 N CEDAR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/11/2019	01/23/2019	
1001-05208-01	COMFORT INN	2205 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/29/2019	09/13/1999	
1001-12456-00	COMFORT INN	2205 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/29/2019	09/13/1999	
2008-02141-00	CHERRILLS WESTERN	221 E THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/13/2019	06/02/1993	No email, no good address, no account, no property, letter undeliverable
2092-24690-02	CAMMI N RAINER	225 JEWELL ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/15/2019	07/30/2018	
4160-22817-04	GLADYS STRAWBRIDGE	2265 W VEATER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	08/12/2019	11/02/2011	
3013-23765-05	GAYLEINE F GAMBLE	2335 S BROADWAY St # 03 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/10/2019	07/05/2019	
3013-25128-01	MELVIN L HOPKINS	2335 S BROADWAY St # 08 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/22/2019	05/06/2019	
3013-24426-05	SHIRLEY PATRICK	2335 S BROADWAY St # 26 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	303.82	08/28/2019	06/05/2019	
3013-24426-04	JENNIFER ADAMS	2335 S BROADWAY St # 26 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/28/2019	10/15/2018	No email, no address, no account, no property, letter returned ubeliverable
3013-25028-03	GAYLEINE F GAMBLE	2335 S BROADWAY ST #01 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	147.29	08/12/2019	07/10/2019	
3013-25511-03	DAVID C HOLLIFIELD	2335 S BROADWAY ST #05 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	253.85	11/18/2019	10/24/2016	
3013-24788-02	MAGDALIN MCNEIL	2335 S BROADWAY ST #06 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/12/2019	05/09/2016	
3013-00003-04	MELVIN L HOPKINS	2335 S BROADWAY ST #07 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/27/2019	12/03/2018	
3013-24420-04	MARY Z BARRERAS	2335 S BROADWAY ST #23 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/30/2019	05/06/2019	
3013-24420-03	Mr. GREGORY FORD OR NANCY	2335 S BROADWAY ST #23 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/18/2019	09/14/2017	
3121-18942-00	STEVE FAYKUS - MOBILE HOME	239 TURTLEBACK Ave TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/02/2019	04/19/2010	COLLECTED
3122-24890-03	TRACY LUNA	24 OSA JOHNSON RD TRAILER TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/04/2019	11/02/2017	
3013-20714-04	SHERRIE M BOEHM	2585 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/30/2019	10/22/2019	
3013-20714-03	ELSIE E REEVES	2585 S BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/24/2019	01/02/2018	No email, good address, no current account, no property
3013-25469-02	SHERRIE M BOEHM	2705 W CITY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/28/2019	02/04/2015	

3013-25363-07	ISAAC L TORRES	2780 W CARTER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/08/2019	05/12/2016	
3011-22672-08	SUSAN E DAVIES	280 W SECOND AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/26/2019	02/21/2019	
3011-22672-07	DANIELLE L SALOKANGAS	280 W SECOND AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/04/2019	04/09/2018	
3013-15617-03	DALE MARVIN MCREYNOLDS	2805 W COOK ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/08/2019	09/25/2019	Email, maybe a good address, no current account, no property
3013-25072-05	BROOK L BERLIER	2811 W COOK ST 1/2 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/12/2019	01/24/2019	
3013-25072-04	MERCY HOWELL	2811 W COOK ST 1/2 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/01/2019	10/03/2018	No email, no good address, no current account, no property
3013-25168-07	MERCY HOWELL	2811 W COOK ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/06/2019	10/24/2016	
3013-25168-09	NICHOLAS WHITSON	2811 W COOK ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	1065.6	03/06/2019	05/24/2018	
3013-23852-03	ANTHONY J BOMBELA	2901 W COOK ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/04/2019	08/26/2015	
3013-19986-01	STUART M RIDDIOUGH	2907 W COOK ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/07/2019	01/15/2008	
1001-23669-02	DANIEL J CALIFF	293 W BARTON AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	582.21	07/23/2019	10/04/2018	
2008-25501-05	JUAN MALDONADO	300 E FIFTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/18/2019	04/02/2018	
2091-21593-01	RAYMOND R RUFFINI	300 N OSBORN LN TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/21/2019	05/25/2017	
2091-21593-02	KYNDRAH R JACKA	300 N OSBORN LN TRUTH OR CONSEQUENCES NM 87901	Inactive	B	202.96	04/01/2019	11/28/2017	Email, Abu Address letter sent, no acct, no property owned
4190-15418-00	HARRY CRESSER	300 RIVERSIDE LN WILLIAMSBURG NM 87942	Inactive	D	167.76	11/04/2019	02/17/2004	No email, no good address, no current acct, no prop owned
1001-23424-00	ESA CONSTRUCTION	301 ED BAILEY DR TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/19/2019	08/27/2018	
3011-20024-02	OLD BRICK CAFE	303 S JONES ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	15349.35	08/08/2019	11/28/2017	
4190-25045-04	ROBERT J WHELAN	304 RIVERSIDE LN WILLIAMSBURG NM 87942	Inactive	D	0	09/13/2019	03/12/2018	
2006-02754-00	JO ANN CRUZ SOLANO	306 N FOCH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/01/2019	05/12/1987	
2008-25379-07	MERCEDES M LOPEZ	306 N MAPLE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/25/2019	04/29/2019	
2005-25379-06	CYNTHIA JOHNSON	306 N MAPLE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/01/2019	09/14/2018	
2091-25332-04	JAMES OR KAREN GEORGE	307 N GOLD ST #03 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/07/2019	08/01/2017	
3011-23991-02	LINDA-HALE PABON-GRIESE AND	309 S PERSHING ST # 6 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/04/2019	11/26/2018	
2091-17505-01	RONALD GJUROVICH	310 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	583.01	08/27/2019	05/05/2017	
3011-25432-01	OPUNTIA LLC	310 W MAIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/01/2019	01/04/2019	No email, no good address, no acct, no owned property
3011-25432-00	AMIRI DONALDSON	310 W MAIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/04/2019	09/25/2015	
2008-23063-00	DOUGLAS OAKES	312 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/30/2019	02/01/2016	
2008-23063-01	APRIL MONTANO	312 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	3955.08	02/08/2019	05/11/2017	
2008-22134-04	ANAMARIA G FORD	312 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/25/2019	05/23/2018	
2008-19858-05	TOMIE L BROWN	314 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	03/06/2019	06/28/2018	
2006-25506-00	STANLEY SOKOLOV	316 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/12/2019	03/14/1985	
1003-25190-00	ANN YARMAL	315 W SIXTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/01/2019	05/15/2015	
2008-17837-01	CAROL E TAVIS	316 N ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/10/2019	07/24/2015	
2091-24940-06	DAVID J GARCIA	318 N KRUGER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/27/2019	11/17/2017	
2091-14002-01	ERNESTO CHAVEZ	319 N LUCKY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/01/2019	05/24/2019	Bankruptcy
2091-14002-00	LORENZA M ANAYA	319 N LUCKY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/24/2019	07/24/2002	
4150-01234-02	TEPPY G TAYLOR	320 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/31/2019	06/11/2018	
4150-09861-00	JEAN GIBBS	323 W RIVERSIDE DR #03 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	107.62	04/18/2019	09/01/1986	Bankruptcy
4150-15984-01	STEVE ARNHOLD	346 W RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	06/24/2019	01/16/2018	
3122-24881-01	FRANKIE L STEWMAN	3500 W COOK ST # (HOUSE) TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/05/2019	07/10/2018	
4150-23464-00	MICHAEL HONACK	352 W RIVERSIDE #4 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	12/13/2019	09/03/2013	
2007-21274-01	KEN SWAIM	400 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/18/2019	08/11/2009	
2091-19185-03	TRINITY FELLOWSHIP CHURCH	400 N LUCKY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/29/2019	03/06/2018	
2006-10432-00	VIRGIL STAPLETON	402 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	316.19	06/19/2019	02/04/1993	
2091-21224-03	BARBARA J NOLAN	402 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/27/2019	02/07/2018	No email, maybe good address, no acct, no property owned
3011-25481-00	SHARON NADELLE OR DALE MAN	402 W LINCOLN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/06/2019	10/23/2015	
2006-14715-03	IRMA M MARTINEZ	404 N FOCH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/15/2019	10/23/2018	
3011-24814-02	CLAIRE DISHMAN	404 W LINCOLN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	52.47	03/21/2019	11/28/2018	
2008-10368-01	SHARON R LUNA	405 N DATE ST #07 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/30/2019	10/10/2019	
4170-12496-00	SUSAN WHITE	406 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/22/2019	10/23/1989	
3131-15068-02	CHARLOTTE JAMIESON	406 CAMINO DE CIELO TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/11/2019	09/15/2003	
4170-11867-00	SUSAN WHITE	408 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/22/2019	09/21/2012	
2006-16569-00	ROXANNA IRWIN	410 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/26/2019	06/27/2005	
2006-24579-01	BANK OF THE SOUTH-WEST	410 VEATER ST #07 WILLIAMSBURG NM 87942	Inactive	D	0	06/25/2019	06/23/2014	
4170-17475-01	SUSAN WHITE	410 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/22/2019	09/21/2012	
3131-25182-00	CHERIE COPELAND OR BRIDGET	411 CAMINO DE CIELO TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/23/2019	05/11/2015	No email, no good address, no acct, no property owned

3131-16959-01	JERRY R WHITAKER	412 CAMINO DE CIELO TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/22/2019	02/17/2017	
3011-25472-00	GOLDEN NEEDLE TAILOR	412 W MAIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/19/2019	10/13/2015	
2091-24913-00	CATHERINE BAEZ	413 N CORBETT ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/27/2019	12/11/2014	
2091-21414-00	MARK MORALES	413 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/29/2019	04/20/2018	
2009-15005-00	BILLY OR ANNA SEDILLO	413 N MAPLE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/29/2019	08/25/2003	
3011-25212-02	LIFE IN MOTION	413 W MAIN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/23/2019	06/24/2019	
3012-19189-12	THE MONEY MAN	414 E FIRST AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/02/2019	10/26/2015	
3012-19189-16	PRISCILLA LATIMER	414 E FIRST AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/01/2019	01/03/2017	
3014-23684-01	DO NOT USE - FRANK EIRINBERG	414 MARR AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/14/2019	01/07/2019	No email, Hackberry address, no acct, no property owned
2009-21577-02	CHESTER ABRAMOWICZ	414 N ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/26/2019	01/15/2010	No email, EB address, no acct, no property
2007-23517-04	REBECCA L SECREST	414 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	3804.72	10/29/2019	03/02/2018	
3010-14288-05	FERNANDO MERCADO	415 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	91.14	02/01/2019	09/26/2018	
2008-14179-00	JAMES PAPPAS	415 N CEDAR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	10/02/2019	09/30/2002	
3012-13121-07	PIERRE LAUNDREAUX	416 E FIRST AVE #A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/04/2019	10/21/2010	
3012-04175-05	RANDY MUELLER	417 E FIRST AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/25/2019	07/01/2016	
2008-23175-10	TINA M FREEMAN REIFF	419 N CEDAR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/06/2019	11/16/2016	
1003-24997-02	ELIVORIO BARRON	419 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/18/2019	08/08/2017	
3014-22142-02	GIBSON LAW OFFICE ANNA GIBSON	420 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/01/2019	06/15/2018	
3010-20145-00	JAN ROBERTS	421 BROADWAY TRUTH OR CONSEQUENCES NM 87901	Inactive	C	359.28	08/30/2019	08/30/2017	Deceased
3014-00505-03	GREGORY JUMP	424 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/25/2019	04/01/2019	
4170-19302-01	MELANIE K ANDERSON	424 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/28/2019	12/30/2016	
3014-24100-02	GLENN L EISENBERG	425 MARR AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/06/2019	07/10/2017	
1003-21595-01	DOUGLAS DAVIS	425 W SEVENTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/25/2019	01/29/2010	
3014-21346-03	ORLANDO ROMERO	426 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/08/2019	06/03/2011	Email, old address, no acct, no property owned
3131-00853-00	ANNA L HENDERSON	436 S MORGAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/21/2019	09/01/1986	No email, Arrey address, no acct, yes own property ArreyNM
3012-17587-02	JEFF CLARK	460 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	599.17	09/04/2019	01/20/2016	No email, Wmbg address, no acct, no property owned
4170-25315-07	LACY DOLL	470 WYONA AVE #02 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	10/08/2019	10/01/2016	
3131-24408-06	ROBERT ALLEN	475 S MORGAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/25/2019	12/04/2017	
3131-24408-07	DAMON PADILLA	475 S MORGAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/04/2019	02/15/2018	
1003-13702-00	KATHRYN DAVIS	475 W SEVENTH AVE A TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/24/2019	02/04/2005	
1003-13703-00	JAMES STRONG/ HOUSE	475 W SEVENTH AVE A TRUTH OR CONSEQUENCES NM 87901	Inactive	A	332.97	09/19/2019	07/11/2019	
2006-20968-01	ANDY T APODACA	480 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/30/2019	06/04/2019	Email, Wmbg address, no acct, no property owned
2006-20968-00	JENNIFER RODRIGUEZ	480 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/12/2019	10/31/2018	
4170-12405-03	KENNETH E SULFRIDGE	480 WYONA Ave # 03 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	278.52	09/17/2019	08/13/2018	
3121-24369-02	ALICE E BRYAN	500 E FIRST AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/17/2019	10/26/2016	No email, found PO address, no acct, yes owns property
3121-21160-00	MARY WICKSTROM	500 E RIVERSIDE Dr # 04 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/04/2019	04/30/2018	
3121-21122-00	MARY WICKSTROM	500 E RIVERSIDE Dr # 22 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/19/2019	12/29/2015	
3121-21846-05	CLEVE F PRINCE	500 E RIVERSIDE DR #10 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	56.42	10/30/2019	06/21/2019	
2008-24381-01	MELVIN L TEPPER	500 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/01/2019	01/11/2018	
3899-24446-11	BUFFY M WALKER	501 E FIRST AVE #04 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	255.6	06/05/2019	12/19/2017	
2091-25010-00	ALTISOURCE SINGLE FAMILY INC	502 N SILVER St TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/14/2019	04/03/2018	
4190-05395-00	DONALD OR MARIANNE ROWLEY	502 RIVERSIDE Ln WILLIAMSBURG NM 87942	Inactive	D	0	02/14/2019	05/20/1999	
3131-23616-05	JOHN WISKOFF	502 S CORONA AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/03/2019	08/09/2016	
3131-25462-00	SCOTT SANDERS	504 CAMINO DE CIELO TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/18/2019	10/05/2015	
4170-24729-05	LYDIA V POITEVINT OR STEPHAN	504 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	02/01/2019	12/01/2017	
2006-00678-00	V C BARBER	505 N LOCUST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/07/2019	12/15/1993	
4170-25414-04	RANDY VINCENT	508 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	1834.04	05/15/2019	10/31/2016	
2007-25112-04	CHRISTINE SPIGARELLI	507 N FIR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/05/2019	05/31/2017	
2091-23938-05	BRANDON YORRIE	507 N LUCKY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/02/2019	11/27/2018	No email, no address, no acct, no property owned, incarcerated in another state
3131-21188-02	LUCILLE GARCIA	507 S CORONA AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/03/2019	10/29/2018	
2006-19683-02	CHRISTOPHER COUSINEAU	508 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/01/2019	05/02/2018	
2008-15455-01	ROBERT C WYATT	508 N CEDAR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/31/2019	11/14/2018	
2006-19149-03	JAMILEH IBRAHIM	509 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	03/14/2019	01/03/2018	
4170-00001-05	45 REALTY	510 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	11/04/2019	04/15/2019	
2006-23208-03	BEN OR KAREN TRUJILLO	510 W THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/11/2019	08/08/2019	
2006-23208-02	CHRISTIE CONKLIN OR JOHN BR	510 W THIRD AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	08/05/2019	06/22/2012	

2009-25099-02	MELISSA L SULLIVAN	512 N MAGNOLIA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/24/2019	12/01/2016	
2006-25488-11	ANTHANY HARTMANN	515 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	423.81	05/07/2019	01/29/2019	Incarcerated
2006-25488-09	BRAXTON MERRITT	515 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/28/2019	08/22/2016	
2091-25301-01	SHERAN K ENGLER	515 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/26/2019	04/04/2019	No email, no address, no acct, no property owned
2091-25301-00	JENNIFER R HAMBLIN	515 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	264.96	04/05/2019	07/23/2015	
2008-23713-05	DANA R PHILLIPS	516 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/11/2019	06/03/2019	
2008-23713-04	XOCHITL A FLORES	516 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/03/2019	01/04/2019	No email, FB address, no acct, no property owned
3014-23684-01	JON B HENDRY OR GORDON EDE	517 AUSTIN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/04/2019	03/18/2013	
2006-07301-00	METHODIST CHURCH	517 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/13/2019	05/18/2009	
3014-20036-04	ANDREA T ONTIVEROS	518 MARR AVE A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	402.9	09/04/2019	04/01/2019	
3014-20036-03	MONICA ZEPEDA	518 MARR AVE A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/01/2019	02/07/2018	
2007-24650-00	RONALD PHILLIPS	518 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/27/2019	07/31/2014	
2006-24653-10	JOSE L GARCIA	518 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	737.72	10/01/2019	05/28/2019	No email, no good address, no acct, no property owned
2006-24653-09	ROBERT G SANCHEZ-LANGSTON	518 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	05/07/2019	07/02/2019	
2009-23523-01	DONALD LEVARIO	519 N PINE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/10/2019	11/15/2012	
3014-15918-00	OLA J GRANT	521 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/09/2019	09/27/2004	No email, no good address, no acct, no property owned
3014-22211-00	CATHERINE L STEIN	522 MARR AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/01/2019	12/20/2010	
3010-24299-01	TURTLE MOUNTAIN REALTY	523 BROADWAY TRUTH OR CONSEQUENCES NM 87901	Inactive	C	95.18	07/16/2019	04/04/2016	
4180-19463-04	CHARLES R FARM	524 DEL RIO ST #03 WILLIAMSBURG NM 87942	Inactive	D	0	03/21/2019	02/05/2019	Email, Address in WI, no property, no acct
4180-16086-05	LINDA JOY-RICHARDS	524 DEL RIO ST #04 WILLIAMSBURG NM 87942	Inactive	D	0	01/08/2019	07/03/2018	
4180-25310-04	DAVID B BREM	524 DEL RIO ST #05 WILLIAMSBURG NM 87942	Inactive	D	0	10/08/2019	07/06/2018	No email, no good address, no property, no acct
4180-24560-06	GEORGE T KORKOS	524 DEL RIO ST #07 WILLIAMSBURG NM 87942	Inactive	D	0	12/17/2019	10/02/2019	
4180-24560-05	NANCY-KATHERINE GOUGH	524 DEL RIO ST #07 WILLIAMSBURG NM 87942	Inactive	D	0	08/12/2019	03/01/2019	No email, no good address, no property, no acct
4180-24562-01	NANCY-KATHERINE GOUGH	524 DEL RIO ST #08 WILLIAMSBURG NM 87942	Inactive	D	0	03/04/2019	09/08/2017	
4180-21492-02	DANNY J GAMEL	524 DEL RIO ST #09 WILLIAMSBURG NM 87942	Inactive	D	134.49	05/08/2019	11/01/2017	
4180-24888-07	ALAN MASCARENAS	524 DEL RIO ST #12 WILLIAMSBURG NM 87942	Inactive	D	0	05/21/2019	04/15/2019	
4180-24888-06	CHERYL E ZEES	524 DEL RIO ST #12 WILLIAMSBURG NM 87942	Inactive	D	0	01/09/2019	11/20/2018	No email, Albu. Address, no property, no acct
4180-23837-03	ALFRED M CANDELARIA	524 DEL RIO ST #18 WILLIAMSBURG NM 87942	Inactive	D	0	12/17/2019	04/02/2018	
4180-25038-03	DONALD R BIGGS	524 DEL RIO ST #24 WILLIAMSBURG NM 87942	Inactive	D	0	07/09/2019	05/21/2018	
4180-23192-01	ALAN R BAUM	524 DEL RIO ST #25 WILLIAMSBURG NM 87942	Inactive	D	0	11/19/2019	09/04/2019	
4180-23192-00	JEAN MASTELLONE	524 DEL RIO ST #25 WILLIAMSBURG NM 87942	Inactive	D	0	09/03/2019	06/08/2012	
4180-24433-05	KEVIN C GWYN	524 DEL RIO ST #26 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/21/2019	12/11/2018	
3121-25467-14	MELISSA A POWELL	525 E SECOND AVE #03 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/08/2019	07/16/2018	
3121-21897-10	JESSICA GARCIA	525 E SECOND AVE #07 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	67.33	06/21/2019	03/08/2019	
3121-21897-09	ALICE E BRYAN	525 E SECOND AVE #07 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/08/2019	01/16/2019	
3121-00004-13	ALICE E BRYAN	525 E SECOND AVE #11 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/17/2019	03/02/2018	
3121-00005-08	DASHA D JONES	525 E SECOND AVE #14 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	579.09	06/05/2019	01/24/2018	
3121-24370-02	ALICE E BRYAN	525 E SECOND AVE #14a TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/17/2019	09/15/2016	
3121-08204-01	ADAM CREVISTON	525 E SECOND St # 12 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	590.88	12/17/2019	08/24/2018	
3012-24886-02	SANDY V SANDERSON	527 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/31/2019	02/04/2019	
3012-24886-01	HONORE HACKETT	527 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/04/2019	01/11/2019	No email, not a good address, no property, no acct
3012-24886-00	JOHN D MANNING	527 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/15/2019	12/02/2014	
3010-23848-01	ROBERT ATWATER	529 BROADWAY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/06/2019	05/30/2017	
3014-25452-05	RICHARD J KINDERMAN	529 MARR AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	100	04/25/2019	07/25/2018	
3014-25163-01	HOWARD A COOPER	529 W VAN PATTEN AVE #3 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	08/30/2019	09/23/2016	
1002-12554-01	45 REALTY	562 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/19/2019	01/25/2019	
1002-12554-00	KEN JOHNSTON	562 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/25/2019	06/01/1994	Email, Good address, no property, no acct
3010-25393-06	KATHERINE OR JARED ROGERS	595 W MAIN St #03 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	277.17	11/27/2019	09/04/2018	
3010-25497-09	SUNSHINE MOORE	595 W MAIN St # 14 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	04/04/2019	03/05/2019	
3010-25497-08	CHRISTOPHER PETERSEN	595 W MAIN St # 14 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/12/2019	11/02/2018	No email, PO Box, no acct, no property
3121-24819-00	LAURA MAE BUTLER	600 E RIVERSIDE Dr # 2 A TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/30/2019	10/30/2014	
2092-20558-02	PHILLIP SANCHEZ	600 N GIBSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	B	499.96	08/27/2019	09/13/2012	No email, no good address, no acct, no property
3010-20308-04	ELIZABETH M THOMAS OR KYLE	600 W JOFFRE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/05/2019	10/18/2018	
3010-03238-01	CARLOS SAENZ	601 W MATSON Ave # 01 DW TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/03/2019	12/02/2016	
3010-23562-00	SHANIA L SMITH	601 W MATSON Ave # 13 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	105.37	07/29/2019	05/08/2019	No email, no good address, no acct, no property
2009-18905-01	JOHN L KEIM	602 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/19/2019	12/20/2018	

1051-00001-02	RUTH ASPEN	603 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/31/2019	05/14/2018	
1051-25003-06	SUMMER A CALLOWAY	603 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	76.01	05/22/2019	12/05/2018	
1005-07056-01	GILBERT P LOPEZ	606 E NINTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/31/2019	07/06/2016	No email, PO Box, no acct, no property
1003-22753-02	JOHANNA A O'TIGHAM	608 N FIR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	80.85	05/09/2019	12/12/2018	
1005-25222-11	SYLVIA M LITOT	607 N ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/14/2019	08/28/2017	
2092-15101-00	WILLIAM P BROWN	607 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/17/2019	09/29/2003	
1051-14843-06	HEATHER M JENSEN	607 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/24/2019	07/20/2018	
1004-09528-00	PAULINE SALCEDO	608 N CEDAR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/18/2019	09/01/1986	
1051-25198-11	DWAINE A MILLER	608 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/27/2019	02/28/2018	
3010-23491-05	SANTANA M LOPEZ	608 W JOFFRE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/25/2019	02/07/2019	
1051-25470-07	RAY ALLEN ELIANA MULLINS	609 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	98.75	08/21/2019	02/19/2019	
1051-21721-04	JHAWNEE MALONE	610 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/08/2019	03/23/2018	No email, C/O Mary Mochhan, no acct, no property
3131-24148-00	DOUGLAS JENKINS	610 S CORONA AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/04/2019	11/06/2013	
1005-25239-07	DAVID APODACA	611 N ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/24/2019	10/14/2016	
1051-14146-10	VALERIE L GARCIA	611 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	31.39	04/24/2019	11/21/2017	No email, PO Box, no acct, no property
1051-25466-06	JODIE JO DALE HAMMONDS	612 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/23/2019	07/30/2019	Deceased
1051-25466-05	HEAVEN ALANIZ	612 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	06/03/2019	07/01/2016	
1002-24630-05	CHARI SPEARS-SKIDMORE	613 N LOCUST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/18/2019	05/30/2017	
2092-25139-09	LINDA MARIE ZAPATA	613 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/03/2019	08/27/2019	
2092-25139-08	PETER G GRAY	613 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	04/03/2019	01/03/2019	
1051-24861-08	GARY P SANCHEZ	613 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/23/2019	07/10/2019	
1051-24861-07	CHRISTOPHER JENSEN	613 N TINGLEY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	06/03/2019	02/19/2019	Deceased
4170-22668-01	JANA M WOLFE	614 CHARLES AVE A TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	12/27/2019	05/17/2019	
4170-22668-00	CANDACE V BROWNE	614 CHARLES AVE A TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/17/2019	08/25/2011	
1003-14700-02	ALLEN DUDLEY DIEWALD	614 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/26/2019	12/10/2019	
1003-14700-01	NANCY EARICKSON	614 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/04/2019	03/01/2019	No email, not a good address, no acct, no property
1003-14700-00	GILBERT DIEWALD	614 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	184.42	03/01/2019	04/30/2003	
1005-25055-09	JOHN B COVENY	615 N ELM ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/10/2019	10/09/2018	
3131-14988-03	SIDNEY S BRYAN	615 S POST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/30/2019	10/21/2019	
3010-23262-00	NANCY RANDOLPH	616 W JOFFRE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/09/2019	07/12/2012	
1004-25473-03	ELVIRA HERNANDEZ	617 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/22/2019	10/13/2015	
1005-24165-05	CORALIA MARQUEZ	617 N PINE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	328.02	05/06/2019	11/12/2013	
2092-15595-05	NICANOR OLVERA GONZALEZ	618 N HIGHWAY 51 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/08/2019	05/17/2019	
2092-15595-04	ROBERT MILLER	618 N HIGHWAY 51 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	1703.79	06/17/2019	06/01/2018	
1001-03709-00	HELEN FITZSIMONDS	618 POPLAR ST N TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	06/21/2019	08/07/2012	No email, Colorado address, no acct, no property
4180-23438-00	DAVID WHEELER	620 DEL RIO ST WILLIAMSBURG NM 87942	Inactive	D	40.32	01/18/2019	10/04/2012	
4170-21951-00	ROSE M MARES	621 1/2 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	01/23/2019	08/05/2010	
4170-25435-00	IRIA M COLON-ZABALA	622 WYONA AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	1.54	06/30/2019	09/28/2015	No email, Not a good address, no acct, doesn't own property
3014-19979-01	SHARON POPKIN	623 MARR AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/05/2019	01/11/2008	No email, PO Box Anthony address, no acct, doesn't own property
3014-00001-08	DANIELLE GLOVER	623 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	1015.54	08/06/2019	12/21/2018	
3010-22475-04	RED RENTALS LLC	624 W JOFFRE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/08/2019	11/21/2018	
4170-08235-01	EROD INC	625 GRAY AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	02/27/2019	11/28/2017	
3010-25048-00	DOUGLAS OAKES	625 W GARST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/31/2019	03/21/2016	
3010-22885-03	RED RENTALS LLC	626 W JOFFRE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	03/25/2019	11/21/2018	
4170-14299-01	LEROY MADSEN	626 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/29/2019	11/13/2002	
3014-15173-01	MARK MULLINS	640 S POST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	622.81	02/06/2019	10/24/2003	
3121-01670-00	LAURA MAE BUTLER	649 E JOFFRE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/29/2019	09/01/1986	
3131-23389-01	BOYD SHATTUCK	651 S MORGAN ST #05 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/28/2019	10/05/2015	
3131-23389-03	RICK A DEMIEVILLE	651 S MORGAN ST #05 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	112.72	01/07/2019	07/30/2018	
1002-03205-01	CAROLE DRISCOLL	665 W EIGHTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/30/2019	06/30/1997	
3121-01671-00	LAURA MAE BUTLER	690 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/02/2019	09/01/1986	
4170-21891-00	KLAUS H WITTERN	700 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/13/2019	11/08/2018	
1005-00001-07	JACKIE ROMERO	700 N MAPLE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/11/2019	08/23/2017	
3010-19955-06	EDDIE GILLULAND	700 W MATSON AVE #01 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	116.5	05/01/2019	01/11/2019	Deceased
3010-19855-05	SALVADOR MIRAMONTES	700 W MATSON AVE #01 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/07/2019	03/06/2013	
3010-24873-05	TAMMIE L MONTGOMERY OR R	700 W MATSON AVE #02 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	713.51	01/07/2019	05/28/2018	

3010-04561-00	CARY L GUSTIN	760 W MATSON AVE #06 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/25/2019	09/01/1986	
1003-04640-00	FLORENCE HALL	701 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	06/18/2019	03/30/1989	
1002-22741-02	MALAIKA NAMARA	701 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/01/2019	05/08/2018	No email, Santa Fe address, no acct, Owns property
1001-03248-02	GREGORY MUSGRAVE	701 W MARIE AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/02/2019	02/24/2017	
2092-25361-03	DIANE WILLIAMS	702 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/10/2019	08/21/2015	
4180-24694-03	JOANN D BRACKEN	702 OLIVO ST WILLIAMSBURG NM 87942	Inactive	D	0	11/12/2019	08/08/2018	
1005-23002-00	JAMES OR MARY ALICE TROYER	703 N MAGNOLIA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/23/2019	03/01/2012	
2092-19975-05	EDITH M MILAM	703 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	07/15/2019	05/10/2019	
2092-24695-04	DAKAITA J OWENS OR EVERITT H	703 N RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	92.98	04/30/2019	11/27/2018	
1003-12445-00	DEE LORIS HYDE-BEGANY	704 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/26/2019	03/08/2002	
4180-06671-01	CAMPBELL & CAMPBELL	706 RIDGE RD WILLIAMSBURG NM 87942	Inactive	D	0	04/24/2019	02/15/2019	
1002-23709-05	LISA WILFORE	707 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/31/2019	10/29/2018	
1001-08063-00	JUNE OLIVAS	707 POPLAR ST N TRUTH OR CONSEQUENCES NM 87901	Inactive	A	403.1	11/05/2019	09/01/1996	Deceased
1051-10669-01	CHARLES BLANCHARD	708 N COLEMAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/25/2019	09/30/2016	
1002-25094-00	ROXANNA IRWIN	708 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	-1	12/17/2019	04/01/2015	No email, PO Box, no acct, doesn't own property
3013-25135-03	TERRENCE KIMBLE	708 S MYRTLE AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/01/2019	09/13/2018	
3121-22328-00	BEVERLY OR LARRY KASIAH	709 E FIRST AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/15/2019	11/03/2017	
4180-07002-01	JARON L GEORGE	710 OLIVO ST WILLIAMSBURG NM 87942	Inactive	D	-16.76	04/04/2019	02/01/2018	
4180-02673-01	JESSE BRYANT	711 CARMEN ST WILLIAMSBURG NM 87942	Inactive	D	0	05/23/2019	11/21/2018	No email, not a good address, no acct, doesn't own property
1004-14194-01	LEE W ARMJO	711 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/20/2019	10/10/2005	No email, not a good address, no acct, doesn't own property
1002-22325-04	DESIREE DURHAM	711 N IVY ST # B TRUTH OR CONSEQUENCES NM 87901	Inactive	A	265.84	01/14/2019	05/18/2018	
1002-24717-10	JAMES LIPPS OR JOSHUA KOCH	711 N IVY ST A TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/02/2019	02/08/2018	
1006-24485-06	VICTOR TAPOTA OR DOUGLAS D	711 N PINE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/25/2019	10/11/2018	
3013-13586-00	DARLENE HUTCHINSON	711 S MYRTLE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	01/02/2019	01/30/2002	
1002-25089-07	RONALD JOHN DUNPHY	712 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	583.47	05/21/2019	12/28/2018	
1002-20116-04	BRIAN J BRUNO	712 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/23/2019	06/24/2019	
1002-20116-03	PAUL HUELLE	712 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/31/2019	03/11/2008	
1051-24797-03	JUSTIN COPELAND	712 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	354.23	07/01/2019	03/07/2019	
1051-24797-02	RICARDO HOLGUIN	712 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/07/2019	10/15/2014	
1051-10303-00	BARBARA SNYDER	713 N COLEMAN ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/21/2019	09/17/1997	
3013-18215-02	LUISA AMEZCUA	713 S MYRTLE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	11/01/2019	05/24/2012	
1002-25143-11	ALEX J APODACA	714 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	827.13	05/29/2019	07/09/2019	No email, not a good address, not acct, doesn't own property
4170-00815-01	RICHARD DORSEY	714 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	04/17/2019	08/06/2018	
4170-25454-10	MACY TIGER	715 S CLANCY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	28.92	07/31/2019	04/03/2019	
1002-25454-16	CHRISTINA LETT	718 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/17/2019	07/23/2018	
2092-25378-05	KIMBERLY BYERS	723 N CABALLO RD TRUTH OR CONSEQUENCES NM 87901	Inactive	B	1275.52	01/08/2019	08/31/2015	
4170-08998-01	KYLE BLACKLOCK & ROXANNE P	726 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/06/2019	02/20/2019	
4170-08998-00	EVELYN RENFRO	726 CHARLES AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	02/20/2019	09/01/1986	
2008-25178-03	CARMEN N IRWIN	760 W FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/14/2019	02/25/2016	
2008-25178-02	MITZI J ROBERTS	760 W FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/31/2019	12/29/2017	
2008-19410-00	ROBERT C MOWRY	780 W FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	11/21/2019	05/29/2007	
4170-24178-01	MICHAEL E SMITH	785 S CLANCY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	63.85	12/02/2019	11/22/2013	
1008-10744-00	GARRETT WESTERN INC	800 E NINTH AVE # HYDRANT TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/23/2019	07/19/2017	
1051-25151-04	MICHAEL LANFORD	800 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/23/2019	05/10/2019	
1051-25151-03	PAULA J MAYS	800 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/19/2019	04/22/2015	No email, not a good adress, no acct, doesn't own property
3131-22562-00	JANETTE LANGENDORF	800 S MORGAN ST # 05 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/05/2019	11/01/2016	
1051-23840-00	STEVEN J KILMER	803 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/15/2019	12/28/2018	
1002-23258-04	MARY F BENDA	803 W SIXTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/27/2019	03/18/2019	
1002-23258-03	CARLOS RIOS OR ANNA NUNEZ	803 W SIXTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/18/2019	07/10/2012	
1005-23460-03	CONNOR R BOWEN	804 N GOLD ST # FRONT TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/27/2019	10/17/2019	
1005-23460-02	EDELUIA UGHOC DE GUZMAN	804 N GOLD ST # FRONT TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/21/2019	09/04/2018	
4170-25277-04	OLIVIA N NEUFELD	804 W VAN PATTEN AVE #1 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	95.06	09/17/2019	05/31/2019	
4170-25277-03	CARMEN RIVERA	804 W VAN PATTEN AVE #1 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	01/02/2019	10/03/2018	No email, not a good address, no acct, no property searched both names
4170-25217-07	BARBARA L VEZZANI	804 W VAN PATTEN AVE #3 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	06/03/2019	08/16/2018	
4170-25042-02	MARGARET A STEBBING	804 W VAN PATTEN AVE #4 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/01/2019	03/03/2016	
4170-24448-02	MICHELE MCWHORTER	804 W VAN PATTEN AVE #7 TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	05/15/2019	05/29/2018	

1001-25262-02	PAUL FLORES	805 N PALO VERDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/27/2019	01/17/2018	
4180-06089-03	GLADYS BRAGG	805 SUNSET ST WILLIAMSBURG NM 87942	Inactive	D	0	12/23/2019	08/04/2003	
1001-25284-07	THERESA SHORT	806 N SPRUCE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/25/2019	04/15/2019	
1003-00332-00	RUTH ANDERS	807 N FOCH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/02/2019	12/07/2000	
2092-06598-00	SYLVIA SANCHEZ	808 N BOSQUE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/26/2019	05/16/1994	
1001-21315-00	FAUSTINO FROILAN	809 N SIERRA VISTA DR TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/12/2019	09/04/2009	
1051-07183-00	ARLENE McLAUGHLIN	809 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/08/2019	09/23/1998	
1002-23241-02	VANESSA R WOERTINK	810 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/31/2019	11/28/2018	
2008-20751-02	RANDY COLLINS	811 E THIRD Ave # 05 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/17/2019	04/29/2019	
2008-22875-01	CARMON OR WALTRAUD PORTE	811 E THIRD Ave # 10 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	09/05/2019	10/18/2013	
2008-16725-01	RICHARD LOOMIS	811 E THIRD Ave E #24 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	987.57	01/11/2019	08/18/2005	
1051-22645-04	JOSEPH SANCHEZ	811 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	02/28/2019	07/24/2017	
1051-01581-00	JOSE A ESTRADA	814 N SILVER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	25	03/07/2019	04/30/1990	No email, not a good address, not accts, doesn't own property
1001-25514-11	DONALD J VENABLE	814 POPLAR St N #1 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/22/2019	08/21/2017	No email, not a good address, not accts, doesn't own property
1001-00001-10	HOLLY A JOHNSON	814 POPLAR St N #3 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/15/2019	10/12/2018	
1001-25230-08	MICHAEL K PENDLETON	814 POPLAR St N #4 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/09/2019	07/31/2019	
1001-25230-07	AUGUSTINA F BAILON	814 POPLAR St N #4 TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/25/2019	07/26/2016	No email, PO Box, no acct, doesn't own property
1001-19124-00	DALE P DANIELS	814 POPLAR St N TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/16/2019	02/16/2007	
2092-25439-02	ANTHONY R GONZALES	815 N CABALLO RD TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	12/03/2019	06/29/2017	
1002-21885-04	WHITNEY RAE LAWSON-HUNT	815 N KOPRA ST C TRUTH OR CONSEQUENCES NM 87901	Inactive	A	201.76	11/15/2019	08/08/2019	
1001-17852-01	ROBERT BRANDIS	815 POPLAR St N TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/19/2019	10/27/2006	
1002-06638-00	LUGARDA S LUCERO	815 W SEVENTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/29/2019	01/13/1994	
3121-21238-05	TIMOTHY A TURTON	816 E RIVERSIDE DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	437.49	03/06/2019	10/31/2017	No email, Post address, no acct, doesn't own this property
1005-25415-10	RICHARD GARCIA	816 N ELM ST B TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/27/2019	03/08/2017	
1051-25170-02	TAMMY SPARKMAN	817 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	198.75	09/24/2019	05/17/2019	
1051-25170-01	JUPITER DESEO	817 N GOLD ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/31/2019	03/14/2017	
1002-20469-00	SUSAN H LOWE	818 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/13/2019	07/31/2008	
1004-20613-04	BLAKE LEE HURLEY	819 N ASH ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	355.33	11/20/2019	07/19/2019	
1001-20274-01	JUDD MARIE OR ADAN BRADLEY	819 N SPRUCE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/10/2019	05/06/2008	
3013-05217-00	JOHN CLOUD	820 S HILLCREST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/21/2019	09/01/1986	No email, no good address, no acct no property owned
3013-24352-01	SHANA SPITZER OLDFIELD	829 S HILL CREST DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	2441.67	01/30/2019	03/06/2014	
4170-21652-08	REBECCA S BEIDLER	840 S CLANCY St TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	09/30/2019	07/30/2019	
4170-21652-06	SALLY HOBENSACK OR KEN MAY	840 S CLANCY St TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	07/30/2019	06/09/2017	
4170-21652-07	SUSAN E DAVIES	840 S CLANCY St TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	03/01/2019	08/17/2017	
3013-05999-00	BILLY OR DONA KING	840 S HILLCREST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	02/28/2019	04/28/2000	
3131-24701-06	PATRICIA J GREER	846 W VAN PATTEN AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	C	82.26	10/18/2019	07/30/2019	
2009-24538-06	STEPHANIE M ARMENDARIZ OR S	855 E FOURTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/15/2019	08/30/2017	
1001-00004-12	JEROME R ANDRUS	901 POPLAR St N TRUTH OR CONSEQUENCES NM 87901	Inactive	A	445.01	02/08/2019	04/26/2018	
3013-10032-00	SIERRA CHURCH OF CHRIST	901 S HILLCREST DR TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	12/23/2019	07/02/1981	
1003-22426-03	LAURETTA OR KEN TOWNE	902 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/01/2019	04/15/2011	No email, not a good address, no accts, doesn't own property
1003-17127-01	RAYMOND R RUFFINI	902 N GRAPE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/05/2019	07/13/2018	
1003-19802-01	RHONDA L MULIK	902 N PERSHING St # B TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/30/2019	02/22/2018	
1001-14886-00	ANTHONY CHAVEZ	902 N YUCCA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/22/2019	07/14/2003	
3013-24170-07	DIANA L PEREZ	902 S HENSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/26/2019	07/27/2018	
1001-15771-00	GILBERT D TRUJILLO	903 N YUCCA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/09/2019	07/15/2004	
1051-23157-00	ROBERTA E HERNANDEZ	904 E NINTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	44.23	07/23/2019	05/16/2012	
1003-00000-08	SMOKES GOOD / SAMUEL GRAN	904 N 1/2 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/19/2019	03/15/2019	
1003-00000-07	WESLEY SMITH OR JESSI BERT	904 N 1/2 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	710.23	02/20/2019	05/30/2019	
1004-16340-00	WHITEHEAD INVESTMENTS	904 N CEDAR ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	07/29/2019	01/12/2004	
1003-25482-03	SMOKES GOOD / SAMUEL GRAN	904 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/12/2019	02/28/2019	
1003-25482-02	WESLEY SMITH OR JESSI BERT	904 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	03/06/2019	05/30/2018	Deceased
1002-15184-04	TIFFANY A LIGHTSINN	904 N JUNIPER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	1205.62	01/08/2019	05/16/2018	
3013-24898-03	MARCIA OR JUSTIN BLOOM	904 S HENSON TRUTH OR CONSEQUENCES NM 87901	Inactive	C	911.88	09/04/2019	04/14/2017	
2092-23781-03	JASON ARCEMONT	905 N HIGHWAY 51 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	234.38	04/26/2019	02/15/2019	
2092-23781-02	DOUGLAS OAKES	905 N HIGHWAY 51 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	02/15/2019	01/18/2019	
2092-23781-01	SHERRY OR LAURA RODRIGUEZ	905 N HIGHWAY 51 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	168.93	01/18/2019	04/26/2013	No email, PO Box, no property owned, no accts either name

2092-23783-00	SHERRY SMITH WARREN	905 N HIGHWAY 51 TRUTH OR CONSEQUENCES NM 87901	Inactive	B	24.49	01/18/2019	04/26/2013	No email, PO Box, no property owned, no accts either name
1002-11611-00	CHESTER WARWICK	905 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/03/2019	09/01/1986	COLLECTED
1002-22304-02	ANDREA L FREEMAN	905 N LOCUST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/15/2019	06/22/2018	
2092-20559-02	ROBERT G MANNING	906 N CABALLO RD TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	06/24/2019	01/08/2019	No email, not a good address, no acct, doesn't own property
2092-20559-01	WILLIAM OR KATHRYN PERRY	906 N CABALLO RD TRUTH OR CONSEQUENCES NM 87901	Inactive	B	0	01/08/2019	09/18/2018	
1001-21179-07	WILLIAM OR MERCY HOWELL	908 N SPRUCE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/19/2019	05/28/2019	
1001-21179-06	ALLISON DILLAWAY	908 N SPRUCE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/28/2019	12/05/2017	No email, not a good address, no acct, doesn't own property
1001-23841-01	KIMBERLEY J GRAHAM	908 N YUCCA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/31/2019	09/05/2017	
3013-20374-01	CLEOTILDE ROMERO OR JULIO C	908 S HENSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/07/2019	06/16/2008	No email, El Paso address, no acct, doesn't own property
3013-23670-03	SIDNEY S BRYAN	908 S MYRTLE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	07/15/2019	06/24/2019	
3013-20375-00	JAMES LEWIS	909 S HENSON ST TRUTH OR CONSEQUENCES NM 87901	Inactive	C	-78.02	05/29/2019	11/02/2016	
1003-00183-00	AMBERCARE CORPORATION	910 N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/14/2019	03/05/1996	Deceased
1002-21747-02	JENNIFER CARDENAS	911 N KOPRA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	05/28/2019	12/01/2015	Emailed, not a good address, no acct, doesn't own property
1001-25255-03	BRENDA ROBINSON	911 POPLAR ST N TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	12/06/2019	03/29/2018	
1003-19916-00	ROBERT I MCELROY	915 N PERSHING ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/12/2019	12/14/2007	
1004-05244-00	WHITE SANDS CONSTRUCTION INC	915-TEMP N DATE ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	04/01/2019	10/01/2018	No email, not sure about address, no acct, does not own property
1001-02484-00	GAYLE COMBEST	917 N YUCCA ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/14/2019	07/19/1991	
1002-22089-00	DEAN M HENDREN	918 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/23/2019	10/15/2010	INCARCERATED LUNA COUNTY
1001-19175-05	BARBARA HUMBLE	918 N LOCUST ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/14/2019	08/31/2018	
1002-24179-01	DOUG HICKS FUTURE CO REALTY	920 N IVY ST TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/31/2019	10/09/2019	
3131-24238-00	KATHLEEN M TRUJILLO	920 W CAMINO DE MESA TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	05/06/2019	01/07/2014	
1001-25186-00	WILLIAM OR SHARON LACY	925 W NINTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	08/02/2019	05/12/2015	No email, not a good address, no current acct, doesn't own property
4181-24510-00	KEVIN GREEN	954 W VEATER ST TRUTH OR CONSEQUENCES NM 87901	Inactive	D	0	01/02/2019	05/20/2014	
1001-23702-03	FINLEY MILLS	975 W NINTH AVE TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	01/23/2019	02/28/2018	
5999-25376-00	CARY L GUSTIN	CITY LANDFILL TRUTH OR CONSEQUENCES NM 87901	Inactive	L	0	04/01/2019	01/08/2019	
1001-13223-00	LA CALERITA CONST LLC	HUBBLE # HYDRANT TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	09/17/2019	01/09/2019	No email, not a good address, no current acct, doesn't own property
1001-20548-00	JOHN F WEIR	HYDRANT BUCK GREER Rd TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	10/18/2019	08/05/2019	No email, not a good address, no current acct, doesn't own property
3122-00000-03	ALLISHA M DODDS	MUD SPRINGS CYN TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/17/2019	06/24/2019	
3121-02259-00	CITY OF T OR C	NON POTABLE WL # 2 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/11/2019	09/02/1990	
3121-02260-00	CITY OF T OR C	NON POTABLE WL # 3 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	06/11/2019	11/02/1990	
3013-00001-01	HILDA O MADRID	OSA HYDE ST #22 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	10/29/2019	08/16/2018	
3122-22940-00	MJ EXPRESS-O	OSA MUD CANYON RD #78 TRUTH OR CONSEQUENCES NM 87901	Inactive	C	0	09/11/2019	01/23/2012	
1001-25489-01	ROBERTS FIRE CIBULA NATIONAL	SANFORD WILSON RD HYDRANT TRUTH OR CONSEQUENCES NM 87901	Inactive	A	0	11/14/2019	07/17/2019	
TOTAL					\$84,059.95			



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: H.2

SUBJECT: Discussion/Update: Ralph Edwards Skate Park

DEPARTMENT: Parks

DATE SUBMITTED: November 7, 2024

SUBMITTED BY: O.J. Hechler

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

Summary/Background:

The City received grant funding for plan/design and construction for a new skate park at Ralph Edwards Park. We are currently at 30% design. The City solicited public input from an online survey and received 29 responses. The 30% construction plan incorporates most of the responses from the survey into the design.

Recommendation:

Update and discussion only.

Attachments:

- 30% Design Rendering
- Skate Park online survey

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 11-13-24



THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITY LINES WITHIN THE CONSTRUCTION AREA. ANY DAMAGE TO EXISTING FACILITIES CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.

THE DESIGN PLACEMENT AND / OR PATTERN DESIGN FOR PLANT MATERIAL SHALL BE CONSISTENT TO PLANS. PLANT SPACING, ROWS, AND PROXIMITY TO EACH OTHER SHALL BE OBSERVED CLOSELY.

THE AREAS LISTED IN SCHEDULES ARE STRICTLY APPROXIMATES AND HAVE BEEN PREPARED BY STANDARD BIM CALCULATIONS AND SHALL NOT BE USED FOR BIDDING PURPOSES. IT IS UNDERSTOOD THAT THIS IS ONLY AN APPROXIMATE AND THAT THE LANDSCAPE ARCHITECT WILL NOT BE LIABLE TO THE OWNER OR TO ANY THIRD PARTY FOR ANY FAILURE TO ACCURATELY ESTIMATE THE AREAS OF THE PROJECT, OR ANY PART THEREOF. THE AREA TOTALS WERE CREATED BASED ON A 2-D DRAWING AND THE AREAS COVERED DO NOT INCLUDE OR ACCOUNT FOR GRADING AND SLOPE VARIANCES.

VALVE BOXES AND EMITTER VALVES SHALL BE STRATEGICALLY PLACED WITHIN GROUND COVER AREAS, AND/OR PARALLEL TO THE LINEAR PLANTING SCHEMES, AT THE BASE OF PLANT MATERIAL FORMING ROWS, AND/OR PARALLEL WITH AN 18-INCH OFFSET FROM WALKWAYS, MOW CURBS, STREET CURBS, AND OTHER HARDSCAPE FEATURES. EMITTER VALVES SHALL NOT BE RANDOMLY DISPERSED IN THE LANDSCAPE OR INTERRUPTING THE STRATEGIC PLANTING PATTERN. THE CONTRACTOR SHALL COORDINATE THIS CLOSELY WITH THE LANDSCAPE ARCHITECT.

414 N. MAIN STREET SUITE A
LAS CRUCES, NM 89001
PHONE: 575-327-0257
FAX: 575-527-9259
www.williamco.com

GREENWAY
STUDIO

30% REVIEW
NOT FOR
CONSTRUCTION

TORC SKATE PARK IMPROVEMENTS

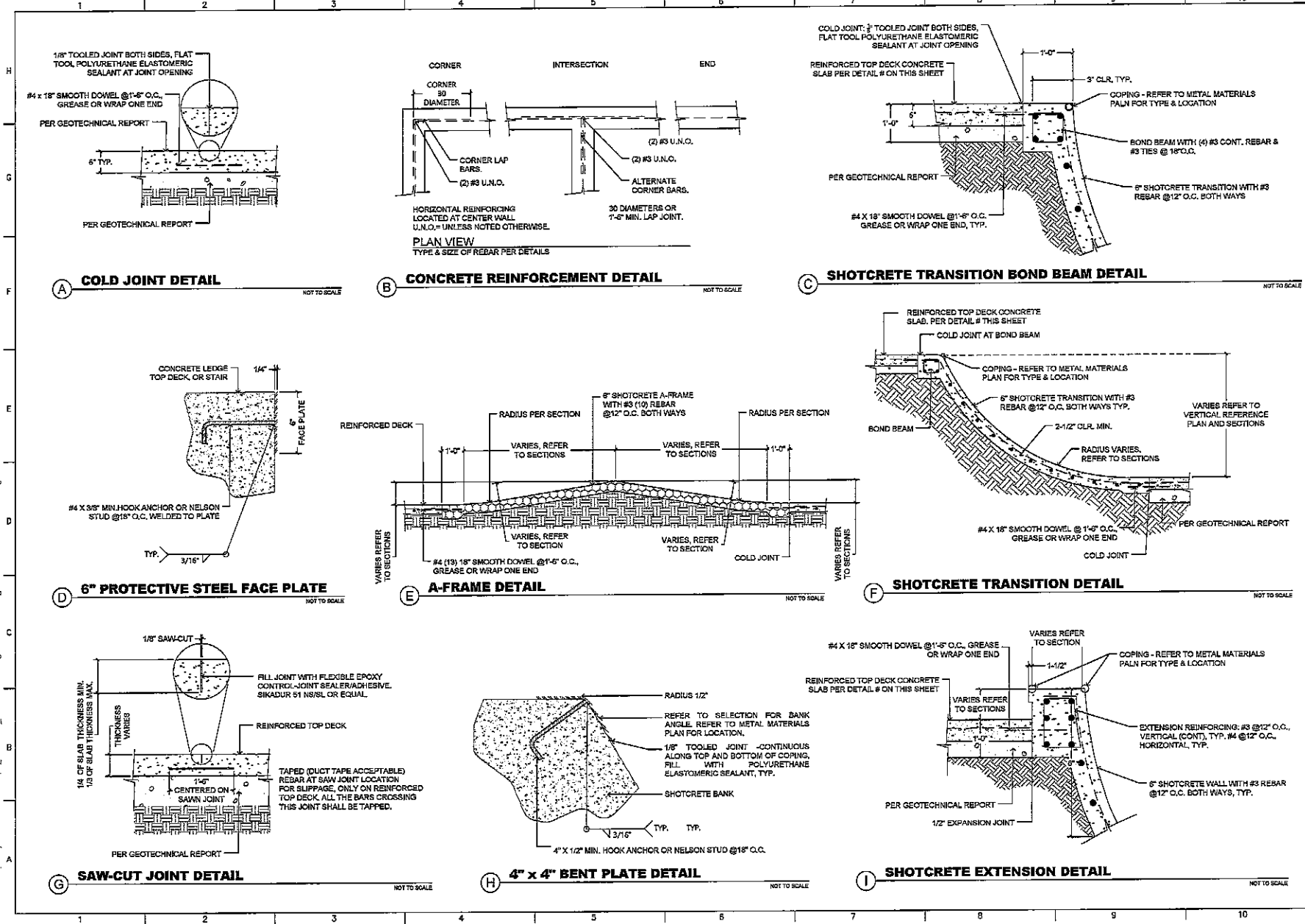
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PROJECT NO:	24-000-308-00
DESIGNED BY:	IP
DRAWN BY:	IP
CHECKED BY:	LFT
DATE:	OCTOBER 2024

**CONSTRUCTION
PLAN**

SHEET NO:
LC-101

V:\Greenway\Project-2024038-Ralph_Edwards_Park4_Drawing\CAD Drawings\54-12024038 - DET.dwg 10/11/2024 8:52 AM



WILSON & COMPANY
411 N. MAIN STREET, SUITE A
JACKSONVILLE, FL 32202
PHONE: 904-257-9227
FAX: 904-257-9228
WWW.WILSON-AND-COMPANY.COM

CONSULTANTS
GREENWAY STUDIO
BUREAU, I. BUREAU, LTD.
1000 10TH AVENUE, SUITE 100
DENVER, CO 80202
WWW.GREENWAYSTUDIO.COM

30% REVIEW
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CONSTRUCTION

PROJECT NAME
TORC SKATE PARK IMPROVEMENTS

REV.	DATE	DESCRIPTION	BY

PROJECT NO: 24-002-09603
DESIGNED BY: J
DRAWN BY: J
CHECKED BY: LFT
DATE: OCTOBER 2024
SHEET TITLE
CONSTRUCTION DETAILS
SHEET NO:
LC-501



TORC SKATE PARK IMPROVEMENTS

[illegible]

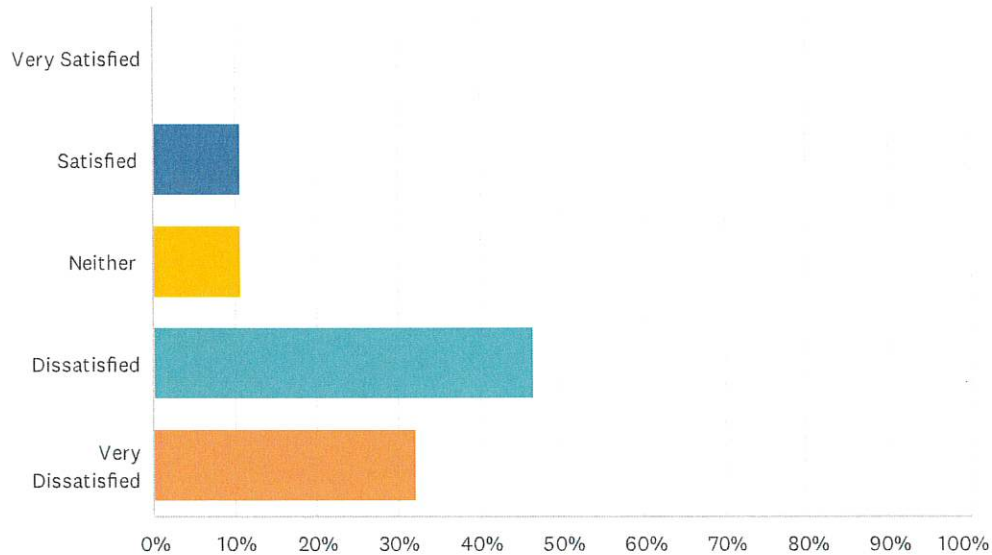
PROJECT NO:	24-000-306-00
DESIGNED BY:	IP
DRAWN BY:	IP
CHECKED BY:	LFT
DATE:	OCTOBER 2024

CONSTRUCTION DETAILS

SHEET NO:
LC-502

Q1 How satisfied are you with the current skatepark?

Answered: 28 Skipped: 1

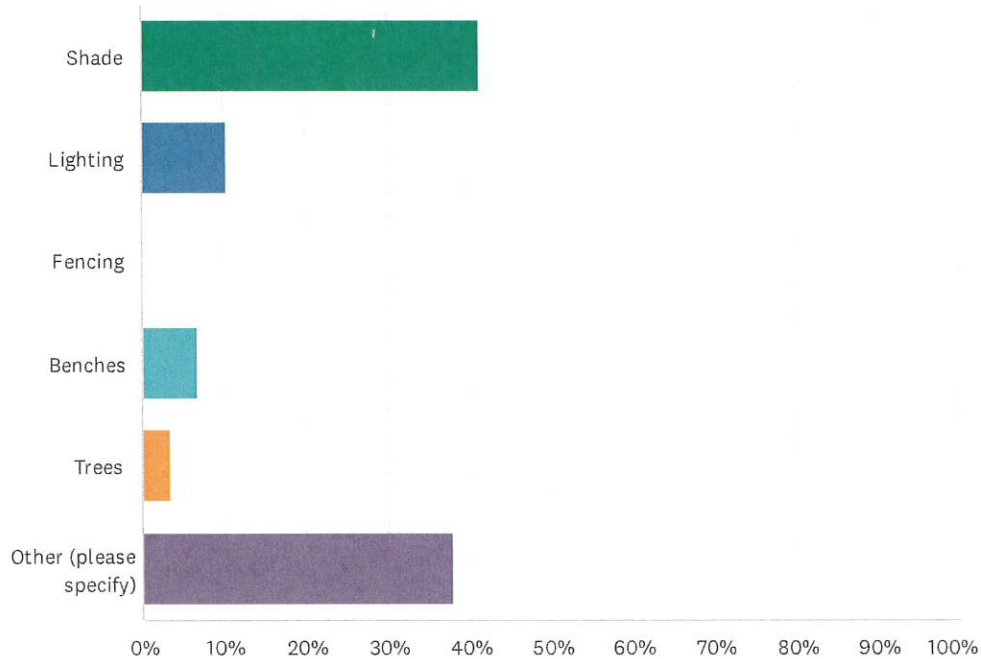


ANSWER CHOICES		RESPONSES	
Very Satisfied		0.00%	0
Satisfied		10.71%	3
Neither		10.71%	3
Dissatisfied		46.43%	13
Very Dissatisfied		32.14%	9
TOTAL			28

#	OTHER (PLEASE SPECIFY)	DATE
1	The transition curve is odd on the quarter pipe.	9/25/2024 4:23 PM
2	It's not horrible, but can definitely be improved upon or redone	9/25/2024 2:07 PM
3	But better than nothing	9/24/2024 5:25 PM
4	Looks terrible and those ramps are no challenge	9/24/2024 2:44 PM

Q2 What type of amenities would you like to see at the improved skatepark?

Answered: 29 Skipped: 0



ANSWER CHOICES	RESPONSES	
Shade	41.38%	12
Lighting	10.34%	3
Fencing	0.00%	0
Benches	6.90%	2
Trees	3.45%	1
Other (please specify)	37.93%	11
TOTAL		29

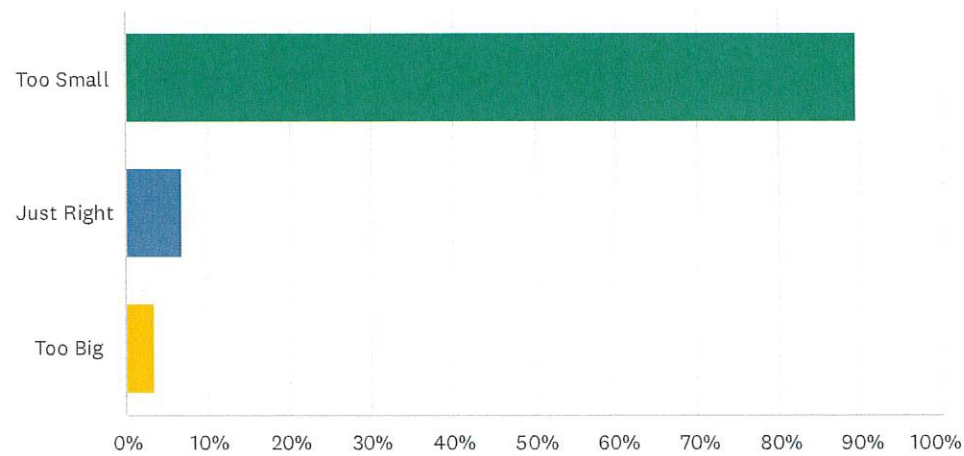
#	OTHER (PLEASE SPECIFY)	DATE
1	More ramps or a bowl.	9/25/2024 5:26 PM
2	Shade, Benches, Trees, eletrical outlet for PA systems during events like Fiesta's Sk8 Contest.	9/25/2024 2:07 PM
3	Shade and lighting	9/25/2024 7:40 AM
4	Size	9/25/2024 12:34 AM
5	All of the above except fencing	9/24/2024 5:25 PM
6	Beer	9/24/2024 5:11 PM

T or C Ralph Edwards Park Skatepark Project

7	Shade, lights, benches, fence, trees, expansion	9/24/2024 4:16 PM
8	More half pipes	9/24/2024 3:01 PM
9	Water	9/24/2024 2:44 PM
10	Needs to be moved to the other side of the park to allow for more expansion. All metal parts can be moved. Existing slab can be reused for another sport.	9/24/2024 2:31 PM
11	All of the above.	9/24/2024 2:17 PM

Q3 How do you feel about the size of the existing skatepark?

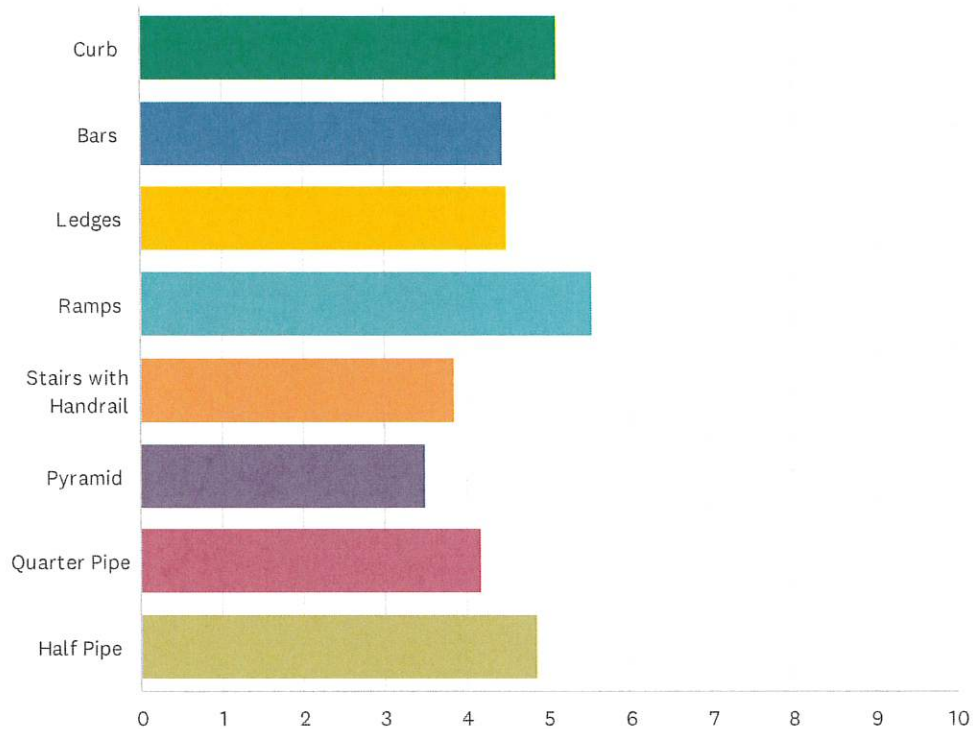
Answered: 29 Skipped: 0



ANSWER CHOICES	RESPONSES	
Too Small	89.66%	26
Just Right	6.90%	2
Too Big	3.45%	1
TOTAL		29

Q4 Rank the obstacles in order of preference with the highest priority being at the top.

Answered: 28 Skipped: 1



	1	2	3	4	5	6	7	8	TOTAL	SCORE
Curb	14.29% 4	17.86% 5	21.43% 6	10.71% 3	10.71% 3	7.14% 2	7.14% 2	10.71% 3	28	5.11
Bars	0.00% 0	10.71% 3	17.86% 5	25.00% 7	14.29% 4	21.43% 6	7.14% 2	3.57% 1	28	4.46
Ledges	7.14% 2	7.14% 2	21.43% 6	17.86% 5	14.29% 4	10.71% 3	14.29% 4	7.14% 2	28	4.50
Ramps	25.00% 7	14.29% 4	7.14% 2	25.00% 7	10.71% 3	7.14% 2	10.71% 3	0.00% 0	28	5.54
Stairs with Handrail	14.29% 4	0.00% 0	10.71% 3	3.57% 1	28.57% 8	10.71% 3	10.71% 3	21.43% 6	28	3.86
Pyramid	3.57% 1	7.14% 2	3.57% 1	14.29% 4	7.14% 2	35.71% 10	14.29% 4	14.29% 4	28	3.50
Quarter Pipe	0.00% 0	28.57% 8	14.29% 4	0.00% 0	14.29% 4	0.00% 0	32.14% 9	10.71% 3	28	4.18
Half Pipe	35.71% 10	14.29% 4	3.57% 1	3.57% 1	0.00% 0	7.14% 2	3.57% 1	32.14% 9	28	4.86

Q5 Please provide any additional information you would like the City and designers to know.

Answered: 11 Skipped: 18

#	RESPONSES	DATE
1	Please have real skater/pro ramp builder to design and build. Intermediate level features, not too difficult. Concrete build, not metal. Pool.	9/25/2024 4:23 PM
2	A pump track would be nice. The metal is scorching hot in the summer.	9/25/2024 2:07 PM
3	Talk to the youth and make sure it's able to be used for all wheeled equipment- scooter, skates etc. Also create a beautiful functional space and is inclusive for the whole community, young and old and in between	9/25/2024 10:08 AM
4	Do black or a dark color for vandalism in sharpie	9/24/2024 7:47 PM
5	Concrete please! The metal is loud and it Burns the skin off my back!!	9/24/2024 5:25 PM
6	Is a bowl type skatepark in the running, amenities didn't speak to that. A bowl would incorporate many of those items. Having an area large enough for bikes would be killer.	9/24/2024 4:48 PM
7	Should have done it right 30 years ago. Many of us back then wanted something like Las Cruces or Albuquerque maybe a little smaller. It is a shame you all are finally considering something nicer for the youth now, but nce	9/24/2024 4:16 PM
8	Needs to be a little bit bigger shade is so very important a bench would be nice but not top priority	9/24/2024 2:49 PM
9	Why not move it to the muni golf course that way we can have disc golf, golf and skaters at the same location.	9/24/2024 2:44 PM
10	Poor location on the west side of the park. Should be moved to the east side of the park or it could be a proper skate park and keep being expanded.	9/24/2024 2:31 PM
11	Check out the skate park put in in Salida Co. it is awesome. It is sunken in the ground, which is an issue with the water in TorC, but something similar can be constructed above or partially underground. Or the current location can be moved farther from the river. The current one is hardly use because it's kind of lame. Create an amazing space for skaters to skate and others to watch. This can be such a great addition to the park. It can be such a great gathering place for the community and host to fun events/competitions.	9/24/2024 2:17 PM



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: H.3

SUBJECT: MOU between the Department of Homeland Security and Emergency Management State Fire Marshal's Office and Local Governments Operating New Mexico Fire Departments

DEPARTMENT: Fire Department

DATE SUBMITTED: November 8, 2024

SUBMITTED BY: Angela A. Torres

WHO WILL PRESENT THE ITEM: Fire Chief Tooley

Summary/Background:

MOU between the Department of Homeland Security and Emergency Management State Fire Marshal's Office and Local Governments Operating New Mexico Fire Departments.

Recommendation:

Approve MOU.

Attachments:

• -
-

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-13-2024



MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT, STATE FIRE MARSHAL'S OFFICE
AND
LOCAL GOVERNMENTS OPERATING NEW MEXICO FIRE DEPARTMENTS

PURPOSE: To have a cooperative agreement between Fire Departments (or Districts) and the Department of Homeland Security and Emergency Management, State Fire Marshal's Office. To promote fire and life safety by conducting and/or assisting the State Fire Marshal's Office with fire code inspections, to enter upon building and premises for the purpose of examination and inspection, when deemed beneficial to both parties.

SCOPE: The State Fire Marshal shall adopt rules and regulations (fire codes) for prevention and control of fires (NMSA 1978, Section 59A-52-15) and may use an authorized officer or designated agent to enforce these provisions (NMSA 1978, Section 59A-52-19). The State Fire Marshal is authorized to cooperate with agencies in this state (NMSA 1978, Section 59A-52-5). Therefore, this agreement is implemented to activate the above provisions, as indicated below.

COOPERATIVE DISCLAIMER: This Memorandum of Understanding does not prohibit the (TorC FD) or the State Fire Marshal's Office from requesting assistance from each other pertaining to any fire code enforcement inspection or origin and cause investigation. The State Fire Marshal Division reserves the right to conduct any inspection or investigation of state buildings in accordance with this memorandum of understanding.

METHODOLOGY: The (TorC FD) shall assume the responsibility for conducting the indicated activities in a timely manner, document and store the appropriate records and provide information of such activities as required by the State Fire Marshal's Office. The (TorC FD) shall conduct such activities following current accepted procedures and in adherence to state codes and/or rules. Activities may be documented on forms currently used by the (TorC FD).

PARTICIPATING LOCAL GOVERNMENT:

Full name of local government:

County:

Fire Departments Included in this Partnership Agreement:

Cody TorC
TorC
Seena

Name of Municipal Fire Chief (and/or Marshal):

Paul Tooley

Fire Code Enforcement Inspections ACCEPTED: The (Local Fire Department) accepts responsibility for the following code enforcement activities (this memorandum of understanding does not include the inspection of state-owned or leased buildings except for as permitted below). Please select all that apply:

☐

None

☒

Conduct all fire-related investigation within the district's/Department's jurisdictional boundaries only.

☒

Conduct all fire code inspections within the district's/Department's jurisdictional boundaries only.

☒

Conduct plans review and acceptance testing of suppression and detection systems (including all other types of fire protection systems).

Detail: (Please fill in as much detail as possible).

Indicate below all property types that your District/Department declines to accept code inspections and enforcement responsibility for (e.g., Public Schools, Charter Schools, Universities and Colleges, etc.)

TorC Municipal School District
Sierra Vista Hospital
NMC Vet. CTR

For Schools, Charter Schools, Universities and Colleges: A report of the school(s) name, address, date of inspection, and name of Department's personnel performing the inspection will be sent to the State Fire Marshal's Office, Code Enforcement Bureau, upon request, but no more frequently than once each calendar year. Full reports are not required.

Please provide copies of all training records and certifications for those personnel performing plan reviews, acceptance testing, or fire code enforcement inspections to the State Fire Marshal's Office.

The (TorC FD) must also provide the State Fire Marshal's Office with copies of all fire code inspections, plan reviews, and acceptance testing records as regularly requested by the Fire Marshal's Office. The State Fire Marshal's Office will regularly audit these inspections, reviews, and records to ensure compliance with current Fire Codes 10.25.5.1-10.25.5.20 NMAC, Title 10, Public Safety and Law Enforcement, Chapter 25, Emergency Management, Part 5.

If at any time the (TorC FD) is unable to fulfill its responsibilities as the authority having jurisdiction, it will notify the State Fire Marshal's Office in writing within 30 days.

RESPONSIBILITIES OF THE STATE FIRE MARSHAL'S OFFICE, DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT: The State Fire Marshal's Office retains all code enforcement and inspection responsibility for all other state buildings in the (TorC fire) district.

THIS AGREEMENT BECOMES EFFECTIVE as of the date set forth below upon which it is executed by the Parties, shall have a term of five (5) years from the effective date, and can be extended by mutual agreement of the (TorC FD) and the New Mexico State Fire Marshal's Office in writing.

Local Fire Chief or Fire Marshal:

Printed Name of Local Fire Chief or Fire Marshal

Signature

Date

State Fire Marshal or designee:

Printed Name of State Fire Marshal or designee:

Signature

Date

City/Local Entity:

Printed Name of Local Executive Official (e.g., Mayor):

Signature

Date

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: H.4

SUBJECT: Discussion/Action – 297 W Third Street (Municipal Court Building/Property)

DEPARTMENT: Community Development

DATE SUBMITTED: November 6, 2024

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

Commission direction for next steps for the property located at 297 W Third St.

Recommendation:

Determine Lease/Rental or Sale appraisal options. Property would need to be surveyed and appraised for current market value for rental/lease purposes. Property would need to be surveyed and appraised for potential sale. Property would be publicly advertised for either option possibilities.

Attachments:

- Survey Quote
- Appraisal Quote

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: : CC agendas 11-13-24

Chaparral Surveying, LLC

P.O. Box 629

Elephant Butte, New Mexico 87935

(575) 740-0334

October 25, 2024

PROPOSAL

This proposal is in response to the Inquiry for Prices by Traci Alvarez, Assistant City Manager, City of Truth or Consequences, New Mexico, for professional surveying services.

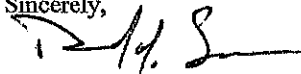
Scope of Work:

Summary Procedure to separate the Truth or Consequences Municipal Court Building from the larger City of T. or C. tract, within Block 62 and associated vacated streets, Original Townsite of Hot Springs, (re: Account No. 1061, UPC 302-207-818-7343). In the City of Truth or Consequences, New Mexico.

Chaparral Surveying, LLC, will perform the Scope of Work for the sum of \$2500.00 + \$167.19, (NMGRT),
TOTAL = \$2667.19

If you have any questions or require clarification of this proposal, please contact the undersigned.

Sincerely,



David M. Senn, NMPLS
(575) 740-0334
davidsemm75@gmail.com

From: [Lee Morris](#)
To: [Traci Alvarez](#)
Subject: RE: Appraisal Quotes
Date: Monday, October 21, 2024 1:08:43 PM

Good afternoon Traci,

I will be happy to complete this appraisal for you and the city.

The market value appraisal will be \$3,000.00 plus NM GRT of \$245.63

The market rent appraisal will be \$3,000.00 plus NM GRT of \$245.63.

If both appraisal are ordered at the same time a discount of 7.5% will be taken from the total.

Delivery of 2 weeks from issuance of the purchase order.

Lee Morris

Morris Appraisal.

From: Traci Alvarez <talvarez@torcnm.org>
Sent: Friday, October 18, 2024 3:02 PM
To: Lee Morris <lee@morrisappraisalservice.net>
Subject: Appraisal Quotes

Good Afternoon,

Can I please get a quote for both a full property appraisal of 297 W Third Street and a quote for Market Value Lease appraisal for the same address. If you have any questions, please let me know.

Thank you,

Traci

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





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: H.5

SUBJECT: Discussion/Action -Vacation of Well and Vacation of Easement

DEPARTMENT: Community Development

DATE SUBMITTED: November 6, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

City owns a small section of property (0.127 acres) with an old well housing. Property is in the middle of privately owned property and is of no use to the City. Well is decommissioned and Property owner is requesting the City vacate the property to them. City would retain any water rights identified to this well (OSE has been contacted and copy of property vacation will be filed with OSE if approved by Commission – point of diversion was approved by OSE and changed in 2017)

Recommendation:

Approve Vacation of property as identified in legal description

Attachments:

- Property Survey and Legal Description
- Parcel Map for visual identification

Fiscal Impact (Finance): N/A

[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

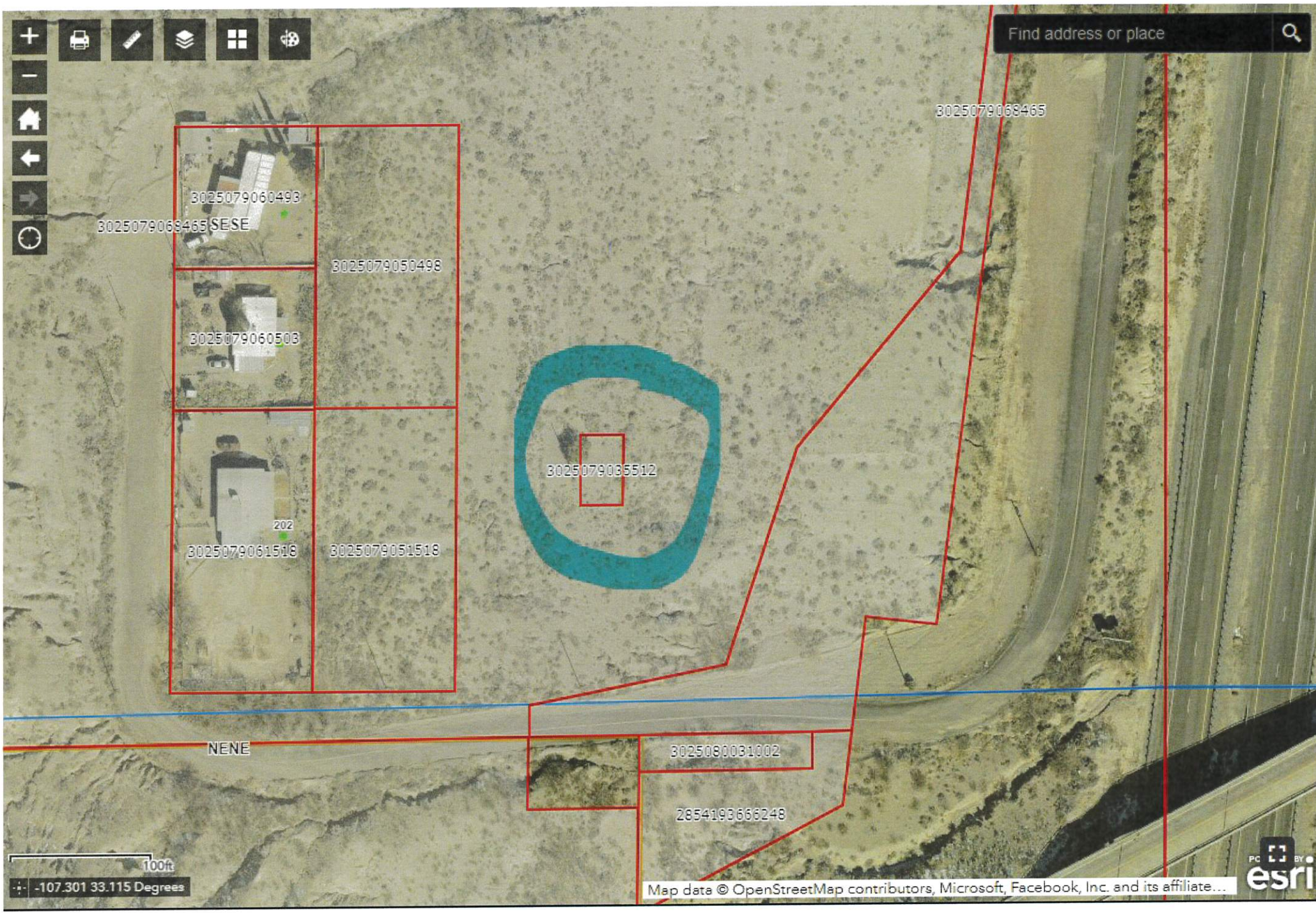
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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File Name: : CC agendas 11-13-24



Find address or place



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City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

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

November 6, 2024

City of Truth or Consequences

Attention: **Traci and Angela**

505 Sims Street

Truth or Consequences, New Mexico 87901

RE: Proposed Vacation of Well and proposed Vacation of Easement

Dear Traci and Angela,

I have conferred with Mr. Senn.

I am enclosing a copy of his Legal Description for the City Well Tract and the Legal Description for the City Well Access and Utility Easement.

It is my understanding that this matter will be placed on the November 13, 2024 City Commission Agenda for the City Commission to consider potential vacations.

Very Sincerely,

Jaime F. Rubin, City Attorney

JFR: sjh

Chaparral Surveying, LLC

P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 740-0334

October 2, 2024

LEGAL DESCRIPTION-CITY WELL TRACT

0.034 acres, (1500 sq. ft.)

A tract of land situate in the SE1/4 SE1/4 of Section 1, Township 14 South, Range 4 West, N.M.P.M., in the Village of Williamsburg, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SE corner of this tract, whence the SE corner of Section 1, Township 14 South, Range 4 West, bears S66°47'00"E, a distance of 385.55 feet;

Thence, S88°42'25"W, a distance of 30.00 feet to the SW corner of this tract;

Thence, N00°12'30"E, a distance of 50.00 feet to the NW corner of this tract;

Thence, N88°42'25"E, a distance of 30.00 feet to the NE corner of this tract;

Thence, S00°12'30"W, a distance of 50.00 feet to the point of beginning, containing 0.034 acres, (1500 sq. ft.), of land, more or less.

This legal description was prepared by David M. Semm, NMPLS 12129, (re: Boundary Survey recorded in Plat of Survey Book 1, Pages 4753-4754, Slide No. 303)

Chaparral Surveying, LLC

**P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 740-0334**

October 2, 2024

LEGAL DESCRIPTION-CITY WELL ACCESS & UTILITY EASEMENT

0.127 acres, (5550 sq. ft.)

A tract of land situate in the SE1/4 SE1/4 of Section 1, Township 14 South, Range 4 West, N.M.P.M., in the Village of Williamsburg, Sierra County, New Mexico, bounded on the south by a 25 foot public access & utility easement, and more particularly described as follows, to-wit;

Beginning at the SE corner of this tract, a point on the north boundary of a 25 foot public access & utility easement, whence the SE corner of Section 1, Township 14 South, Range 4 West, bears S87°34'17"E, a distance of 385.16 feet;

Thence, continuing along said boundary, S88°42'25"W, a distance of 30.00 feet to the SW corner of this tract;

Thence, N00°12'30"E, a distance of 184.99 feet to the NW corner of this tract;

Thence, N88°42'25"E, a distance of 30.00 feet to the NE corner of this tract;

Thence, S00°12'30"W, a distance of 184.99 feet to the point of beginning, containing 0.127 acres, (5550 sq. ft.), of land, more or less.

This legal description was prepared by David M. Senn, NMPLS 12129, (re: Boundary Survey recorded in Plat of Survey Book 1, Pages 4753-4754, Slide No. 303)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: H.6

SUBJECT: Discussion/Action – State Grants-in-Aid to Public Libraries

DEPARTMENT: Community Development

DATE SUBMITTED: November 7, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Library has received their FY25 State General Appropriation in the amount of \$15,430.62. Mayor has executed the document via DocuSign as required by the State. Staff requests approval of the grant and executed grant agreement.

Recommendation:

Approve Grant and Executed Grant Agreement

Attachments:

- Grant Agreement
-

Fiscal Impact (Finance): Yes

Library Funds

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: : CC agendas 11-13-24

NEW MEXICO STATE LIBRARY

1209 Camino Carlos Rey • Santa Fe, NM 87507

FY2025 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

1.	Recipient Name	Truth or Consequences Public Library
2.	Remit to Name and Address	Truth or Consequences Public Library 505 Sims St T or C, NM 87901
3.	State of NM Vendor #	54340
4.	Project Title and Legal and Fiscal Data	State Grants-in-Aid to Public Libraries Statute / Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC
5.	New Mexico State Library Contact	Carmelita Aragon, Carmelita.Aragon@dca.nm.gov
6.	Source of Funding	<i>State of N.M. Legislature - General Appropriation Act of 2025</i>
7.	Grant Type and Amount Received	Library Type Grant: Public Total Grant Amount: \$15,430.62 <i>(Total grant amount includes share(s) for any eligible library branch(es))</i>
8.	Allocation Period	Fiscal Year 2025 <u>ALL</u> State Grants-in-Aid funds must be spent by JUNE 30, 2025 .
9.	Terms and Conditions of Allocation	The state aid program is intended to supplement and encourage local effort in providing local library service. A library's local budget shall not be reduced by its governing body because of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred. State Aid Grant funds may be used for: 1) library collections; 2) library staff salaries; 3) library staff professional development; 4) library equipment; or 5) other operational expenditures associated with delivery of library services. Recipients must report how all FY25 state grants-in-aid funds were spent in the FY25 Annual Report.
10.	Date	10/28/2024

State Grants-in-Aid to Public Libraries Agreement
For FY2025

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

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

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

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

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

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed

Fifteen Thousand Four Hundred Thirty Dollars and Sixty Two Cents

(\$15,430.62) to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
5. Expend *all* grant funds before June 30, 2025;
6. No later than August 10, 2025, provide NMSL with a report on how the grant was expended as part of the Recipient's annual report for the fiscal year; and
7. Sign and return this Agreement to NMSL ***within 60*** days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant allocation.**

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

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

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

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

Recipient Signature

Signed: DocuSigned by: Rolf Hechler EE182865FD4641B... Date: 10/29/2024

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

Print Name and Title: Rolf Hechler, Mayor

, Authorized Agent of Recipient

NMSL Signature

Signed: Signed by: Eli Guinnee 55F31E943B424FA... Date: 10/29/2024

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

Administrative code is subject to change. Please always check for the most up-to-date version online.

STATE GRANTS-IN-AID TO PUBLIC LIBRARIES

TITLE 4 CULTURAL RESOURCES

CHAPTER 5 STATE LIBRARY

PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES

4.5.2.1 ISSUING AGENCY: Department of Cultural Affairs, New Mexico State Library Division.

[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

4.5.2.2 SCOPE: Public libraries and developing public libraries.

[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

4.5.2.3 STATUTORY AUTHORITY: Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.

[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

4.5.2.4 DURATION: Permanent.

[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

4.5.2.5 EFFECTIVE DATE: June 1, 2016 unless a later date is cited at the end of a section.

[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

4.5.2.6 OBJECTIVE: The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter "the state aid program") and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.

[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

4.5.2.7 DEFINITIONS:

A. "Annual report" means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

- (1) provide information in the time, manner, and form prescribed by the state library;
- (2) describe prior fiscal year's activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;
- (3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and

- (4) be approved by and on file at the state library.

B. "Basic library services" means free services provided in a library's legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

C. "Bookmobile" means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

D. "Branch" means an auxiliary service administered by a public or developing library that provides the following public services:

- (1) separate quarters from the main library;
- (2) a permanent library collection and reference services;
- (3) offers basic library services;
- (4) staff present during open hours; and
- (5) at least 20 hours of public access to physical quarters per week on an annual basis.

E. "Circulating materials" means items from library collections that are checked out by patrons for use outside of the library.

F. "Collection development policy" means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.

G. "Community analysis and needs assessment" means an evaluation of a library's legal service area, its current and future needs, and the library's role in meeting those needs.

H. "Developing library" means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.

- (1) A developing library is established through one of the following mechanisms:
 - (a) through an ordinance or legal resolution of a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A developing library provides the following public services:
 - (a) staff present during open hours;
 - (b) at least 15 hours of public access to physical quarters per week on an annual basis;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.

I. "Fiscal year" means July 1 through June 30.

J. "Legal service area" means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library's legal service area.

K. "Library board" means an administrative or advisory group comprised of representative members of the library's community.

L. "Library collections" means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.

M. "Library equipment" means equipment associated with the delivery of library services.

N. "Library staff" means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.

O. "Matching funds" means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.

P. "Public library" means a New Mexico organization that offers basic library services within its legal service area.

- (1) A public library is established through one of the following mechanisms:
 - (a) through an ordinance or legal resolution adopted by a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A public library provides the following public services:
 - (a) staff dedicated to the library
 - (b) year-round public access to the physical location at least 25 hours per week;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.

Q. "Reference services" means the provision of library staff to answer reference questions during all the hours the library is open.

R. "Strategic plan" means a detailed program to ensure that library services meet the current and future needs of the library's legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

[4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

4.5.2.8 DEVELOPING LIBRARY GRANT:

A. Purpose: To supplement an eligible developing library's budget for up to five years until it meets the minimum requirements for a public library grant.

B. Description: The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding developing library grants: The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

- (1) timely submission of an annual report with the state library;
- (2) receipt of no more than five, consecutive, awards of developing library grants;
- (3) continuous operation for at least nine months;
- (4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least \$0.25 per person in its first year and any non-consecutive years of developing library grant application participation; \$0.50 per person in its second consecutive year; \$0.75 per person in its third consecutive year; \$1.00 per person in its fourth consecutive year; and \$1.25 per person in its fifth consecutive year;
- (5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with requirements for developing library grants;
- (8) employment of a designated director;
- (9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law; and
- (10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

4.5.2.9 PUBLIC LIBRARY GRANT:

A. Purpose: To supplement eligible public libraries' budgets.

B. Description: The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding public library grants: The state library shall review and award public library grants to public libraries that have met the following criteria:

- (1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;
- (2) continuous operation for at least one year;
- (3) receipt of a minimum of three consecutive developing library grants;
- (4) demonstration of receipt of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least \$1.50 per person;
- (5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with all requirements for public library grants;
- (8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;
- (9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;
- (10) employment of a designated director; and

(11) successful expenditure of all public library grant funds during the prior fiscal year.

[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

A. Application: The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

B. Allocation: For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

C. Notification: Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

D. Request for payment: Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

E. Maintenance of effort: A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.

[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

4.5.2.11 LIMITATION ON FUNDS:

A. The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

B. Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

C. Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

D. Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.

[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

4.5.2.12 APPEAL OR VARIANCE:

A. In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

B. Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

C. The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.

[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

HISTORY OF 4.5.2 NMAC:

Pre-NMAC History:

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.

NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.

NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.

NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.

NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.

NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.

NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.

NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.

NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.

NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.

NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.

NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.

NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.

NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.

NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

History of Repealed Material:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

Other History:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.

State Grants-in-Aid Expenditures Guidance Sheet

The state aid program is intended to supplement and encourage local effort in providing local library service and is not intended to be a main source of operating revenue.

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to public libraries. To receive a state aid grant, recognized New Mexico public libraries must meet all eligibility requirements as outlined in the 4.5.2 NMAC. *All* state aid funds received must be expended or encumbered for expenditure during the fiscal year in which they are given (i.e., *before* June 30 each year).

This guidance sheet is not an exhaustive list of all allowable and non-allowable expenditures. If there are questions as how to expend state aid grant funds, contact the Library Development Bureau for clarification *prior* to making purchases, 1-800-340-3890 / SL.Development@dca.nm.gov

Allowable Expenditures - State aid grant funds **can** be used for:

- Library Collections
 - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
 - Non-traditional circulating/educational items may also be allowable e.g., board games, sewing machines, cake pans, cookie cutters, etc. Contact the Development Bureau with questions.
- Library Staff Salaries
 - State aid funds can be used to pay regular library staff for their work within the library. Paying a part-time/substitute library staff member/summer intern may also be allowable.
- Library Staff Professional Development
 - State aid funds can be used for library staff to attend in-state (e.g., NMLA) and out-of-state library conferences (e.g., ALA, MPLA, ARSL, PLA, etc.), and other library related training/workshops (e.g., youth services workshops, etc.). This includes registration and travel costs (including meals & lodging).
 - Library training, in-person and/or offered online that are provided to library staff on library related services/issues, and are organized and held at the library, or held at another location, e.g., NMSL or other library, etc. may also be allowable.
- Library Equipment
 - Equipment associated with meeting the information needs of library patron's such as public computers, printers, wireless routers, scanners, software, and related peripherals, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
 - Expenditures associated with the delivery of library services, such as the library's catalog, library educational program supplies, library electric bill, library phone bill, directional signage, copy paper, security costs, etc.
 - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts.

See page 2 for Non-Allowable Expenditures →

Non-Allowable Expenditures - State aid grant funds **cannot** be used for:

- Administrative and/or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, legal services, fringe benefits, etc.
- Food, giveaways/incentives/prizes, college classes for library staff (i.e., individual tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies, pony rentals), etc.
- Operational expenditures that do not directly relate to meeting the information needs or the delivery of basic library services to library patrons, i.e., the cost of parties, receptions, fund-raising events, other social functions, building maintenance, cleaning supplies, toilet paper, paper towels, cleaning equipment, vacuums, paint, etc.
- Capital improvements and construction.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: H.7

SUBJECT: Discussion/Action – Update City Commission on AIPP (Art in Public Places) selection/location and approve Mayor to sign required documents for installation

DEPARTMENT: Community Development

DATE SUBMITTED: November 6, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

The City received an AIPP allocation of \$4,500.00 as part of the Grant Agreement from Capital Appropriation 23-H3214 for the Animal Shelter. AIPP funding is mandated by specific requirements to include forming a selection committee as defined by NM Arts, reviewing slideshows of artwork provided by NM Arts to and meeting with NM Arts Program Director to finalize selection. Art must be displayed in an area viewable by the public. The committee has selected 3 pieces of Art to be displayed at the location of the new Police Department.

The Committee members selected were Mayor Rolf Hechler, City Manager Angie Gonzales, Chief of Police Luis Tavizon, Public Art Advisory Board Member Eduardo Alicea and Assistant City Manager Traci Alvarez

Recommendation:

Approve Mayor to sign applicable documents for Art Installation

Attachments:

- AIPP Selections
-

Fiscal Impact (Finance): No

NM Arts will cover cost overage

Legal Review (City Attorney): N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

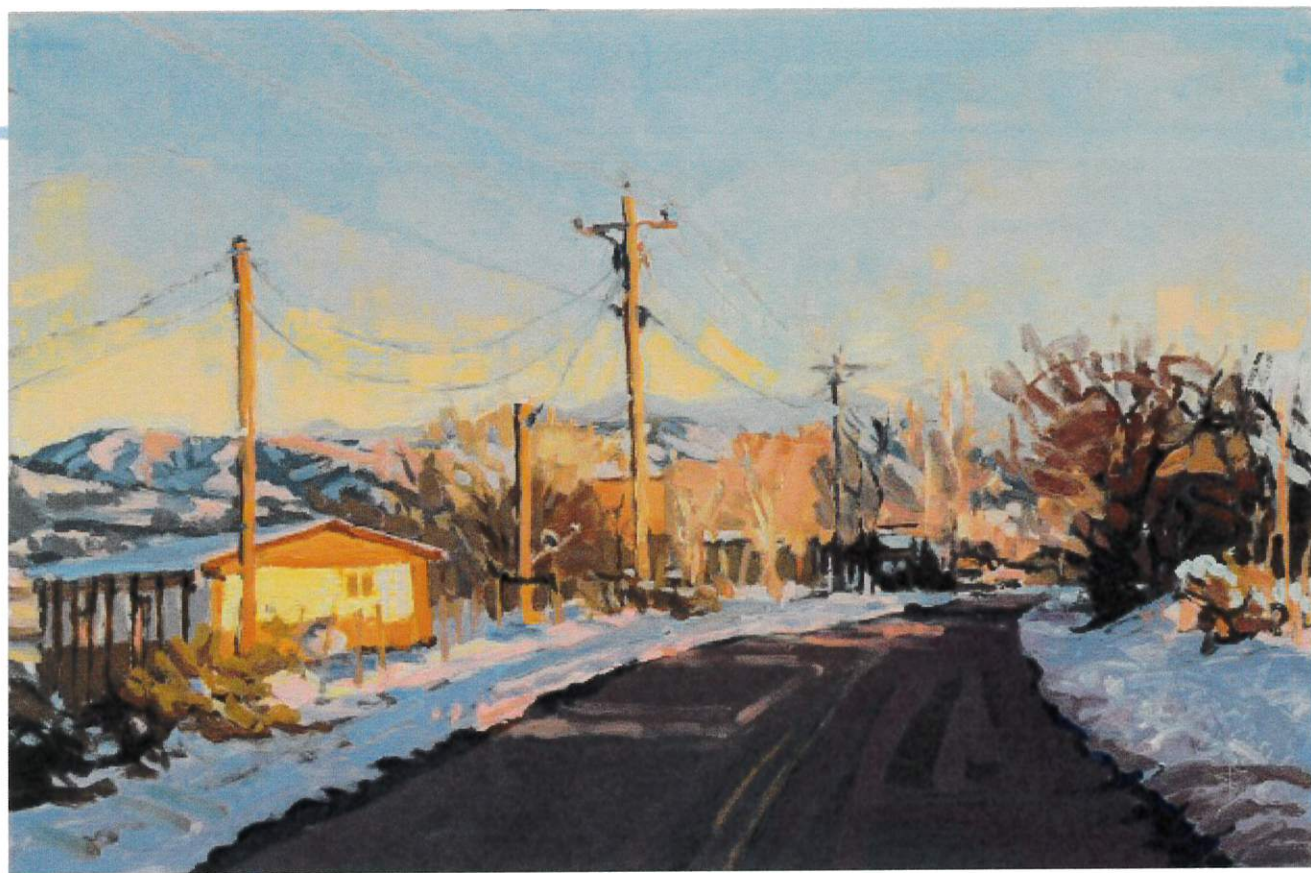
☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 11-13-24

Dan Noyes
Migration
Printmaking
20 x 30 inches
\$1,000



Shawn Demarest
Evening on Placitas
Oil on birch plywood
16 x 24 inches
\$2,400



Carole Belliveau
Old Barn in Mora
Palette knife oil
16 x 20 inches
\$1,840





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 13, 2024

Agenda Item #: H.8

SUBJECT: Approval of Purchase Requisitions over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: October 3, 2024
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

Per our current policy section 15. Small Purchases (13-1-125) under section 15.4 Purchase Requests (13-1-169) the City predecessors, added section E. Completed Order, which include the staff to issue a "voucher" and F. Changes to Purchase Orders, these rules are not directly applicable to the procurement code and the cause a hindrance to staff and the processing to invoicing to payments.

Recommendation:

Approval of POs over \$20,000

Attachments:

- Samples of current voucher, change order form and sample of policy section which will be updated pending approvals

Fiscal Impact (Finance): Yes

Please see packet

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☐ Other: -

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 11-13-2024



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

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

November 7, 2024

Dear Mayor Hechler, Mayor Pro-Tem Forrister and City Commissioners:

RE: PARKHILL TASK ORDER T OR C BLM LANDFILL 2024.2

The Recycling & Solid Waste department would like to utilize our On Call Agreement Contract # 2024-09-001, to increase their current purchase order # 80161-R1 by \$40,000.00 Dollars. The additional Task Order described as Stage 1 Abatement Plan Proposal and Development. This increase is an addition to the initial Technical Support task order from the original purchase order.

These items are subject to approval based on the requirement for approvals over the \$20,000 Dollar threshold.

I am requesting our City Commission to publicly approve this purchase and allow me to move forward with this procurement.

Please, see attached:

Solid Waste Fund:505-Other Contractual Services

Initial Cost: \$19995.19

Increase Cost: \$40,000.00

Total Cost: \$59,995.19

Respectively,


Jocelyn Holguin
Finance Director

ROLL CALL APPROVED OR DENIED:

Mayor, Rolf Hechler: Approved: ____/Denied: ____
Mayor Pro Tem, Amanda Forester: Approved: ____/Denied: ____
Commissioner, Destiny Mitchell: Approved: ____/Denied: ____
Commissioner, Merry Jo Fahl: Approved: ____/Denied: ____
Commissioner, Ingo Hoepfner: Approved: ____/Denied: ____

Final Motion: Approved: ____/Denied: ____

Date: _____ Purchase Order No. #80161-R1

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 11/13/2024

[illegible]

ATTEST:

Angela Torres, Clerk-Treasurer

Date _____

Rolf Hechler, Major

Date _____

 ORIGINAL



TASK ORDER T OR C BLM LANDFILL 2024.2
ACCEPTANCE SHEET

PARKHILL
333 Rio Rancho Blvd, Suite 400
Rio Rancho, New Mexico 87124
505.867.6990

Description of Services: Stage 1 Abatement Plan Proposal and Development
Project Name: Closed Truth or Consequences BLM Landfill
Project Address: Elephant Butte, NM
Date: September 30, 2024

For approval and payment of charges, invoices will be charged to the account of:

Firm: City of Truth or Consequences
Attention: Ms. Angela Gonzales
Address: 505 Sims Street
City/State: Truth or Consequences, NM
Zip Code: 87901
Telephone: 575.894.6673
E-mail: agonzales@torcnm.org

This AGREEMENT acknowledges acceptance of the Scope of Services outlined in the attached letter proposal dated September 30, 2024 (Exhibit A), in addition to the Agreement for Professional Services between Parkhill and the City of Truth or Consequences (the City) and Parkhill dated April 13, 2022, and is subject to the following special provisions/payment schedule:

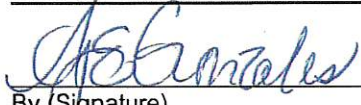
Exhibit A - Task Order Scope of Services

Proposed "Not to Exceed" fee of \$29,500.00 Invoiced on a Lump Sum basis with monthly progress payments.
Plus estimated NMGRT of \$2,341.56 (@7.9375%) For a Total Fee of \$31,841.56 as of the date of this Proposal.
Invoices will reflect the prevailing NMGRT rate at the time of invoicing, which could affect the Total Fee amount specified in this proposal.

Except as expressly modified herein, no other provisions of the Agreement between the Engineer and Client are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Engineer and Client, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

This AGREEMENT is accepted by:

CITY OF TRUTH OR CONSEQUENCES


By (Signature)
Angela Gonzales
By (Type/Print)
City MGR
Title
Accepted 9/30/2024

PARKHILL

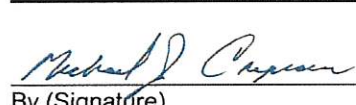

By (Signature)
Michael J. Crepeau, PE
By (Type/Print)
Senior Associate
Title
Accepted September 30, 2024



EXHIBIT A

Task Order T or C BLM Landfill 2024.2 Scope of Services Stage 1 Abatement Plan Proposal and Development

Task 1.0: Project Management

This task includes meetings and communications with the City, New Mexico Environment Department Groundwater Quality Bureau (GWQB), subconsultants, subcontractors, etc. Also included are senior review and quality control of task deliverables, as well as maintenance of project scope, schedule, and budget.

Task 2.0: Stage 1 Abatement Plan Proposal

This task is comprised of development and submittal of a Stage 1 Abatement Plan Proposal for the former Truth or Consequences BLM Landfill (the Landfill) as required by the New Mexico Ground and Surface Water Protection Rules, Abatement Plan Proposal (20.6.2.4106 NMAC). The purpose of the Stage 1 Abatement plan (Plan) is to develop and conduct a site investigation that adequately describes site conditions and provides the data necessary to select and design an appropriate and effective abatement option for the site in the future. This task includes background research and data collection from previous investigations and work performed for this site (i.e., desktop survey), the development and submittal of a Plan which builds upon that previous work and proposing additional measures to advance site knowledge and environmental impact.

The goals of this Stage 1 Abatement Plan are to:

- Characterize current environmental conditions using historic groundwater sampling of previously installed wells (MW-3R, MW-8, MW-9, MW-10).
- Develop background water quality statistics for the three recently installed wells (MW-5R, MW-11, MW-12).
- Determine if the facility is potentially impacting the local groundwater quality.
- Determine if additional monitoring locations are required to support further characterization of groundwater quality upgradient of the landfill.

Implementation of the proposed Plan; including future sampling and laboratory analyses are not included in this Proposal and will be the subject of future discussions with the City and NMED. The proposed Plan will also include the rationale for background water quality sampling of the three new monitoring wells (MW-5R, MW-11 and MW-12) in order to establish background water quality values for these wells, and to continue annual sampling of the existing wells (MW-3R, MW-8, MW-9, and MW-10).

Task 3.0: Request for Additional Information Support

In the event that GWQB determines that additional information or Plan design elements are required prior to final approval of the Plan and provides those requests as an official Request for Additional Information (RAI), Parkhill will respond to those requests, as required, and submit the materials directly GWQB in the format requested. Our fee assumes that only one review and request for additional information round will be required by GWQB. Should additional RAIs be provided, Parkhill will provide a cost estimate for approval by the City prior to proceeding.



City of Truth or Consequences

Finance Department | 505 Sims Street
Truth or Consequences, New Mexico 87901
Phone (575) 894-6673 Fax (575) 894-0363

CHANGE ORDER FORM

DATE: 10/17/2024

PO#: 80161-R1

VENDOR: PARKHILL

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

INCREASE/DECREASE line 01 TOTAL: \$ 40,000.00

INCREASE/DECREASE line 02 TOTAL: \$ 0

PO TOTAL BEFORE INCREASE/DECREASE: \$ 19995.19

PO TOTAL AFTER INCREASE/DECREASE: \$ 59995.19

JUSTIFICATION FOR INCREASE/DECREASE:

PO INCREASE/DECREASE(s) due to: ADDITIONAL TASK ORDERS NEEDED

CHANGE ORDER SUBMITTED BY NAME & DIVISION:

CARMEN M. HOWELL

City of Truth or Consequences, SOLID WASTE



PURCHASING DEPARTMENT USE ONLY

Date Approved: Click here to enter a date.

Approved by: Click here to enter text.

**CITY OF TRUTH OR CONSEQUENCES**

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

PURCHASE ORDER**PO Number:** 80161-R1**Date:** 07/01/2024**Requisition #:** 92338**Vendor #:** 6058

ISSUED TO: PARKHILL
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	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		TECHNICAL SUPPORT SERVICES DRIVING RANGE EXHIBIT A TASK ORDER PRELIMINARY DISCUSSION SCOPE OF SERVICES.	505-3904-48599		0.00	19,995.19

SUBTOTAL:	19,995.19
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	19,995.19

Chief Purchasing Officer:**Date:**

07/01/2024

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

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

**CITY OF TRUTH OR CONSEQUENCES**

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

PURCHASE ORDER**PO Number:** 80161**Date:** 06/20/2024**Requisition #:** 92338**Vendor #:** 6058

ISSUED TO: PARKHILL
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	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		TECHNICAL SUPPORT SERVICES DRIVING RANGE EXHIBIT A TASK ORDER PRELIMINARY DISCUSSION SCOPE OF SERVICES.	505-3904-48599		0.00	19,995.19

SUBTOTAL:	19,995.19
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	19,995.19

Chief Purchasing Officer

Date: 06/20/24

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

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



**TASK ORDER Technical Support
ACCEPTANCE SHEET**

PARKHILL
333 Rio Rancho Blvd, Suite 400
Rio Rancho, New Mexico 87124
505.867.6990

Description of Services: Technical Support Services
Project Name: City of TorC – City Commission Meeting
Project Address: Truth or Consequences, NM
Date: September 9, 2024

For approval and payment of charges, invoices will be charged to the account of:

Firm: City of Truth or Consequences
Attention: Ms. Angela Gonzales
Address: 505 Sims Street
City/State: Truth or Consequences, NM
Zip Code: 87901
Telephone: 575.894.6681
Email: agonzales@torcnm.org

As previously discussed with the City of Truth or Consequences, this Task Order and the Scope of Services outlined in Exhibit A will be assigned to a future Professional Services Agreement between Parkhill and the City, and is subject to the following special provisions/payment schedule:

Exhibit A - Task Order – Technical Support Scope of Services.

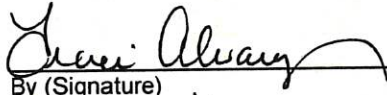
Proposed Lump Sum fee of \$18,450.00 invoiced on a monthly basis.

Plus estimated NMGR (@8.3750%) of \$1,545.19 for a Total Fee of \$19,995.19 as of the date of this Proposal. Invoices will reflect the prevailing NMGR rate at the time of invoicing, which could affect the Total Fee specified in this Proposal.

Except as expressly modified herein, no other provisions of the Agreement between the Engineer and Client are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Engineer and Client, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

This AGREEMENT is accepted by:

CITY OF TRUTH OR CONSEQUENCES



By (Signature)

Traci Alvarez

By (Type/Print)

Assistant City Manager

Title

Accepted

10/17/2024

Acceptance Sheet

PARKHILL



By (Signature)

Michael J. Crepeau, PE

By (Type/Print)

Senior Associate

Title

Accepted September 9, 2024

EXHIBIT A

Task Order – Technical Support Scope of Services City of Truth or Consequences

This Task Order is intended to provide ongoing technical support to the City of Truth or Consequences (the City) regarding potential development of the existing golf course driving range at the Turtleback Mountain Resort, as well as areas adjacent to the driving range. A 3-acre (±) portion along the western boundary of the driving range was constructed atop the former TorC Landfill (the Landfill), which ceased accepting waste in 1974. The Landfill is currently under the purview of the New Mexico Environment Department (NMED) Ground Water Quality Bureau (GWQB). The technical support we are proposing encompasses the following tasks:

PROJECT MANAGEMENT

This task includes communications and meetings with the City, NMED, etc. This task also includes maintenance of project scope, schedule, and budget.

REVIEW OF TECHNICAL DATA

For this task we will continue to provide the City with the following services, which include, but are not limited to:

- Review and interpret data provided to us by the City regarding facility history and recent development plans for the driving range and areas immediately adjacent to the driving range.
- Review NMED and/or City files, as applicable.
- Review site-specific data within our archived files and provide these to the City, as necessary.



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

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

November 7, 2024

Dear Mayor Hechler, Mayor Pro-Tem Forrister and City Commissioners:

RE: SYSTEM REDUNDANCY & HYDRAULIC ENHANCEMENTS, DESIGN SERVICES-HUD COMMUNITY FUNDED PROJECT

The City will be utilizing the On Call Contract Agreement # 2024-09-001 for Task Order # 3 to begin the engineering and design for the system redundancy and hydraulic enhancements, as reported by the projects division. I would defer to Mrs. Alvarez for any additional questions or clarifications.

These items are subject to approval based on the requirement for approvals over the \$20,000 Dollar threshold.

I am requesting our City Commission to publicly approve this procurement and allow me to move forward with processing. Thank you.

Please, see attached:


City/Projects Fund:315
Total Cost: \$1,6000,000.00

Respectively,

Jocelyn Holguin
Finance Director

ROLL CALL APPROVED OR DENIED:

Mayor, Rolf Hechler: Approved: ____/Denied: ____
Mayor Pro Tem, Amanda Forester: Approved: ____/Denied: ____
Commissioner, Destiny Mitchell: Approved: ____/Denied: ____
Commissioner, Merry Jo Fahl: Approved: ____/Denied: ____
Commissioner, Ingo Hoepfner: Approved: ____/Denied: ____

Final Motion: Approved: ____/Denied: ____

Date: _____ Purchase Order No. # _____

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 11/08/2024

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93418	Wilson & Company	System Redunancy & Hydraulic Enhacements	Traci Alvarez	City Projects	\$ 1,600,000.00	On Call Contract
		On Call Agreement #2024-09-001- Task Order #3				
					\$ 1,600,000.00	

ATTEST:

Angela Torres, Clerk-Treasurer

Date _____

Rolf Hechler, Major

Date _____



Vendor Name: WILSON & COMPANY INC ENGINEE... 4401 MASTHEAD ST NE SUITE 150
Vendor Number: 7982 ALBUQUERQUE, NM 87109-
Vendor Set: 01 U.S.A.
Approval Status: Waiting for Approval

[Change Business Address](#)

Amount: \$1,600,000.00

General	Number	93418	Next Number
Item Entry	Description	WATER SYSTEM REDUNDANCY IMPROVEMENTS	
Shipping Entry	Department	Community Dev - Community De	
Items Distributions	Issue Date	11/7/2024	
Item Approvals	On Hold	☒	
Item Approval History	Requested By	Traci Alvarez	
Items Transferred	Auto Approve		
Notes	Ship To	CITY - CITY	
PO Notices	Vendor	7982 • WILSON & COMPANY	
Documents			
User Defined			

Detailed Description

PENDING COMMISSION APPROVAL 11-14-2024
HUD FY 2023 COMMUNITY PROJECT FUNDING
GRANT# B-23-CP-NM-1048
TASK ORDER 9
ON CALL ENGINEERING #2024-09-001

October 29, 2024

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

Re: System Redundancy and Hydraulic Enhancements, Design Services Proposal

Ms. Alvarez,

Thank you for reaching out to Wilson & Company, Inc., Engineers & Architects (Wilson & Company) for interest in professional engineering services for the design of the System Redundancy and Hydraulic Enhancements, Design Services for the City's the HUD funding, FY23 Community Project Funding, Grant Agreement No. B-23-CP-NM-1048 of \$1,600,000.00. We have prepared the attached scope of service and fee proposal for your consideration. This scope of service includes engineering design services as requested.

If this proposal is acceptable, we will work with you to issue Task Order 3 to the existing 2024 On-Call contract that is in place.

Should you have any questions or require additional information on this proposal, please contact Mark Nasi directly, (505) 379-5406 or Mark.nasi@wilsonco.com.

Sincerely,

WILSON & COMPANY



Brian McBride, PE
Vice President, Water/Wastewater

WILSON & COMPANY



Mark A. Nasi, PE
Senior Water/Wastewater Project Manager



City of Truth or Consequences

System Redundancy and Hydraulic Enhancements Environmental & Design Services

Scope and Fee Proposal

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City of Truth or Consequences

System Redundancy and Hydraulic Enhancements Environmental & Design Services

Scope and Fee Proposal

INTRODUCTION

Per the funding agreement between the City and HUD dated March 2, 2024, The City of Truth or Consequences (T or C) CPF Grant Agreement No. B-23-CP-NM-1048 funding of \$1.6 million will only cover a portion of the planning and design of the project. The current total project cost is estimated to be approximately \$21,839,672. The City currently has a funding application in review with the New Mexico Finance Authority's Water Trust Board for an additional \$16 million and has submitted a Notice of Intent to the New Mexico Finance Authority's Colonias Infrastructure Fund to complete the critical improvements.

The planning and design professional services have not begun, but City staff and department coordination has been conducted to identify the critical areas and lines requiring replacement. Although the HUD-NEPA environmental review has not been started, we anticipate no negative impact to the surrounding environment with all the work to be conducted within previously developed utility and roadway rights-of-way. Once the grant agreement has been executed, the City intends to utilize a consultant for the completion of the environmental review process and begin coordination with the Regional Environmental Officers to determine the level of environmental review necessary for the project. All CPF funds are expected to be fully expended within 18-months.

This proposal also provides a detailed table of the anticipated fees and preliminary milestone schedule for the consulting effort. This engineering proposal will be executed under the 2022 On-Call contract between the City of T o C and Wilson & Company, Inc., Engineers & Architects as Task Order #9.

SCOPE OF SERVICES

BACKGROUND

The project will involve the planning, design, environmental clearance, and permitting of water system improvements to replace failed, leaking, and deteriorated components within the City's existing water distribution system.

The project will construct approximately 37,300 linear feet of failed waterlines. The new waterlines will significantly reduce water loss, increase system resiliency, and improve water quality by eliminating sources of contamination during breaks.

The City of T or C's existing water system is composed of distribution network components dating back to the 1930s. Due to age, many of these components are beyond their useful life and are in poor condition. This has led to an exponential increase in waterline leaks and breaks. In 2022, the City responded to more than 400 waterline leaks/breaks resulting in a water loss in excess of 20 million gallons for the year. It was reported that in one day, 30 waterlines broke. As the system continues to fail, water in some parts of the city could be shut off for a week at a time, further disrupting the quality of life for nearly 6,000 residents. It also threatens operations at the city's five public schools, nursing home, regional hospital, and public businesses.

Improvements include the replacement of waterlines designated as "emergency" with new 6-inch, 8-inch, and 10-inch pipes with all accompanying appurtenances. Appurtenances include but are not limited to, isolation valves, hydrants, fittings, service lines, meters, vaults, and the restoration of surface improvements to match existing conditions. The CPF grant will be utilized to pay for approximately 70% of the professional services for the planning and design of the improvements.

TASK 100 – PROJECT MANAGEMENT

For this task Wilson & Company will provide all the project coordination with the City, which will include the following sub-tasks.

Subtask 101 – Project Work Plan and Setup

Wilson & Company will develop a project management plan and schedule for distribution to team members as the guidance to complete this project. Along with the completion of the project set-up.

Subtask 102 – Kick-off Meeting

Wilson & Company Senior Project Manager will schedule and hold a project kick-off to discuss the engineering approach of the design, introduce team members, present the schedule, and contract requirements.

Subtask 103 – Design Progress meetings

Wilson & Company will hold sixteen (16) progress meetings monthly throughout the project and provide an updated Microsoft Project schedule detailing the tasks completed with tasks next to be completed, helping progress the projects in a clear and deliberate manner. Progress reports will provide the project team members with updates on task completion, anticipated tasks, and schedule updates.

Subtask 104 – Project Administration

Project Administration includes services of general correspondence, which are not limited to progress reports, project emails, schedule coordination, and other regular coordination specifically pertaining to the overall project.

TASK 200 – PRE-ENGINEERING***Subtask 201 – Environmental Review Process***

This task is for the Environmental Review Process required by the funding agency and must be completed to the agency requirements. The HUD-NEPA environmental review has not been started, we anticipate no negative impact to the surrounding environment with all the work to be conducted within previously developed utility and roadway rights-of-way.

Subtask 202 – Survey and Base Mapping

This task is for survey and base mapping for the proposed sewer main alignments. The goal of this phase is to create a base map of the existing surface features and topography. Wilson & Company will conduct a field survey for the proposed improvements. The survey will be performed to establish project control and verify benchmarks. This scope item will include a field survey to collect existing surface topography and define pertinent surface features.

- **Control Survey** – Our approach on this project will be establishing a primary control network that will serve as the backbone of all surveying, mapping and right of way information. The intent is to build upon the geospatial information in each phase of the project (planning, preliminary design & final design) with maintaining consistent correct geo-referencing. Wilson & Company has recently established primary control points throughout T or C for a comprehensive mapping project. We will set additional control monuments to support this project. to be utilized for planning, design and construction phases utilizing GPS methods. Control will be referenced to NAD 83, NAVD 88 datums.

- Location Survey – The location survey will include the roadway corridors within the project limits defined in the PER. Mapping width will be approximately 65'. The location survey will include specific existing features:
 - Existing visible utilities
 - Existing utilities as identified by NM 811
 - Sanitary Sewer Manholes located identifying rim elevation, invert elevations, pipe diameters and directions
- Digital Aerial Photography & LiDAR –The aerial photography will be used to identify and digitize all 1" = 50' scale planimetric and DTM features. LiDAR will be used to supplement the photogrammetric DTM mapping, to develop the 1-foot contour surface for the terrain. Photogrammetric planimetric/DTM features, Lidar DTM surface and field collected location survey data will be integrated into a single comprehensive mapping product.
- Existing Right-of-Way Determination – Development of the existing right of way limits is a key component to this project. Wilson & Company will research Sierra County records to obtain existing right of way maps and any survey plats, maps, deeds, easements, or any documents that will help us determine the existing right-of-way of each roadway corridor. We will also research private parcels for any easements where the Sanitary Sewer line may cross. Our field crews will locate existing right-of-way monuments and property corners within the project areas to help us analyze the existing right of ways. An existing right-of-way base map will be developed depicting the existing extents.

Subtask 203 – SUE (Subconsultant)

This task is for Subsurface Utility Exploration (SUE) to identify, locate and verify existing utility within the project to avoid during design and construction as feasibly possible.

TASK 300 – ENGINEERING DESIGN

For this task Wilson & Company will develop one comprehensive design package for the proposed improvements. The deliverables will be 30%, 60%, and 90% complete design construction package for agency review. The final construction package will be completed by incorporation the funding agency and client comments. It will include the following subtasks:

Subtask 301 – Plan Production

Using the information completed by survey and SUE, under this subtask Wilson & Company will develop the design for the proposed improvements.

The 30% preliminary design will include recommended materials and identify potentially difficult installation areas. This task will also include the proposed methods of connection to existing facilities. The information developed in the preliminary design subtask will be summarized in a progress meeting for review and input by the client.

Under this subtask, Wilson & Company will develop 30% plans, which show the concept layout utility design in more detail than the PER. The plans will include a cover sheet with an index of sheets showing overall layout sheets, sewer main layouts, existing grade profiles, and existing utilities shown. The 30% plans intend to be a progress check to confirm that the design layout matches the intent of the progress as presented in the PER and per the expectations of the Pueblo. For the 30% design submittal, the construction cost estimate will be similar to the costs shown in the PER.

Wilson & Company will then develop a set of 60% design plans, advancing the design with detailed grading, profiles, and cross-sections for the sewer infrastructure, including but not limited to the inflowing and outflowing sewer main piping. We will incorporate standard details for the new gravity sewer and appurtenances to demonstrate the full scope of the design in the construction drawings. We will package standard contract documents and begin the process of conforming the standard documents to meet the needs of the project. Technical specifications will be identified in a table of contents for review to ensure that the specification packages cover all involved technical elements. At 60% design, we will provide more specific construction line items and respective costs based on the developing details of the design. All substantial comments and revisions will be completed at this phase. Any substantive changes after this phase may require a change order.

Wilson & Company will then develop a set of 90% design plans which include a refined design with all complete design elements. It will consist of plan sheets, a summary of quantities, plans, profiles, and with standard details and project specific. Contract documents will be conformed to the project and include final drafts of bid forms, advertisements for bids, and forms to achieve a complete construction contract.

Wilson & Company will compile the input on the 90% design received from the client, and pertinent utilities and modify the 90% design to develop the final construction plans. The final construction plans will be sealed by a Professional Engineer licensed to practice in New Mexico.

Subtask 302 – Design Site Visits

For this subtask Wilson & Company will conduct three project site visits each consisting of two days. One pre-survey with the client to verify the proposed waterline alignment. Second, once survey data is gathered, Wilson & Company will conduct a site walk-down of proposed alignments to identify possible conflicts with exist structure and utilities. Third, will be to review the 60% design with the client in the field to verify there are not conflicts and the final acceptance of the alignment.

Subtask 303 – Technical Specifications

This subtask involves preparation of construction project manual, including the Front-End documents in EJCDC format to meet the construction funding agency requirements and Supplemental Technical Specifications for all project-specific equipment, instrumentation, and other construction elements not otherwise covered in standard technical specifications. The final construction documents will be reviewed by the city funding agency, then sealed by a Wilson & Company New Mexico Licensed Engineer.

Subtask 304 – Engineers Cost Estimate

Wilson & Company will prepare an Engineers Construction Cost Estimate at the final submittal milestone.

Subtask 305 – QA/QC Review

Wilson & Company will conduct Quality Assurance and Quality Control (QA/QC) reviews of all milestone submittal documents through the course of design. The QA/QC reviews are intended to verify that the design is consistent with the concept presented in the Preliminary Engineering Report (PER), back check that information portrayed in the drawings and technical specifications is consistent across documents and matches the basis of design memos, calculations, and design criteria, and Client, regulatory authority, and internal comments have been documented and addressed prior to subsequent submittals.

SCOPE-LIMITING ASSUMPTIONS

The scope of services detailed above is based on the following assumptions:

- Any items not specifically included within the scope of this proposal are excluded.
- The design will be based on the items listed and will not include additional facilities or services.
- All substantive comments are to be submitted and agreed upon at the 60% design submittal. Any others after that point may require a change order.
- The drawings will be designed on 22x34-inch format as the full-size prints, with minimum font size and depiction standards for clear readability.
- Reproduction costs for plans, exhibits, reports, etc., if any, will be billed as a reimbursable expense allowance on a Time and Material basis.

PRELIMINARY PROJECT MILESTONE SCHEDULE

For this project, the following milestone schedule is proposed:

Notice-to-Proceed:	November 28, 2024
Kickoff Meeting	December 10, 2024
Pre-Engineering	February 28, 2025
90% Submittal	March 13, 2026
Regulatory Review	March 13, 2026
100% Submittal	May 10, 2026

FEE PROPOSAL

Wilson & Company proposes to complete the services describe above for a Lump Sum contract amount of **\$1,486,643.44 excluding NMGR, \$1,600,000.00 after NMGR is applied**. The fee estimate table below is provided for informational purposes only and is not intended to set budget limits for individual tasks or hour budgets for specific personnel on the project. However, the rates shown will be the rate allocated to each individual on the project in accordance with the rate category.

		TASK 100 - PROJECT MANAGEMENT	TASK 200 - PRE- ENGINEERING	TASK 300 - ENGINEERING DESIGN	
Staff	Classification	hrs	hrs	hrs	
Sr. Engineer (PL)	P6	25	0	46	71
Sr. Proj. Manager	P5	189	0	710	899
Licensed Engineer	P4	105	0	1,848	1,953
Unlicensed Engineer III	P3	84	0	48	132
Unlicensed Engineer II	P2	45	0	3,043	3,088
CADD Manager	OD5	2	200	1,284	1,486
Chief Surveyor	FS5	9	500	0	509
Party Chief	FC4	0	700	0	700
Rodman	FS2	0	700	0	700
Total Hours by Task:		459	2,100	6,979	9,538
Expenses:		\$ 663.30	\$ 81,900.00	\$ 2,063.76	\$ 84,627.06
Task Sub-Total (excl. NMGR):		\$ 88,838.91	\$ 295,000.00	\$ 1,102,804.54	\$ 1,486,643.44
NMGR:					\$ 113,356.56
Total incl. NMGR:					\$ 1,600,000.00

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-NM-1048**

Grantee Name: City of Truth or Consequences
Grantee Address: 505 Sims St., Truth or Consequences, NM, 87901
Grantee's Unique Entity Identifier (UEI): YRPKBBHU1EJ8
Grantee's Employer Identification Number (EIN): 85-6000144
Federal Award Identification Number (FAIN): B-23-CP-NM-1048
Assistance Listing Number and Name: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants
Period of Performance/Budget Period Start Date: Date of grant obligation
Period of Performance/Budget Period End Date: August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Truth or Consequences (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,600,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this

PROFESSIONAL MULTIPLE ON CALL ENGINEER AND ARCHITECT SERVICES

CONTRACT #2024-09-001

THIS AGREEMENT is made and entered into by and between City, hereinafter referred to as the "City " and **Wilson & Company, Inc., Architects & Engineers**, (Contractor), hereinafter referred to as the "Engineer and Architect", and is effective as of the date set forth below upon which it is executed by the Mayor, Mayor Pro-Tem and Board of City Commissioners.

WHEREAS, the City issued a Request for Proposals (RFP) to provide On-Call Engineer and Architect Services under RFP NO. 23-24-005; and

WHEREAS, the Engineer and Architect submitted its original proposal and was selected under RFP NO. 23-24-005; and

WHEREAS, the City desires to engage the Engineer and Architect to render certain Engineer and Architect services, as needed, and the Engineer and Architect is willing to provide such services and to enter into this Master Professional Engineer and Architect Design Services Agreement; and

WHEREAS, this Master Agreement including all Exhibits and any subsequently awarded Task Orders for Professional Services form the Contract Documents and are all as fully a part of the Contract as if attached to this Agreement; and

WHEREAS, the Engineer and Architect was selected to provide and perform such Engineer and Architect Services as provided for within this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Engineer and Architect hereby agrees to perform professional Engineer and Architect Design services relevant to each project assigned in accordance with the terms and conditions set forth herein.

Individual project assignments will be made by Task Orders, which are individual amendments to this contract and outline the scope of work, period of performance and compensation.

The City agrees to compensate the Engineer and Architect as set forth in Article 2 of this Agreement.

MAYOR, MAYOR PRO- TEM, BOARD OF CITY COMMISSIONERS

42. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To: City of T or C

Leiandra Guerra, Chief Procurement Officer
505 Sims
Truth or Consequences, NM 87901

To the Engineer-Architect: Wilson & Company, Inc., Architects & Engineers

Printed Name: Brian P McBride, VP

Address: Wilson & Company, Inc., Architects & Engineers
4401 Masthead NE, Ste 150
Albuquerque, NM 87109

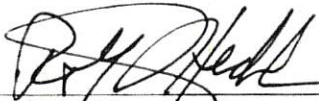
By: Brian P. McBride Date: 10/09/2024
Brian P. McBride, Vice President. Water-Wastewater

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the County Chief Procurement Officer below:

By: Angie Gonzales Date: 10/17/24
For Angie Gonzales, City Manager

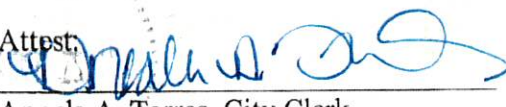
MAYOR, MAYOR PRO- TEM, BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 9th day of October 2024



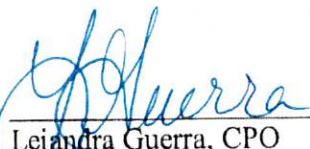
Rolf Hechler, City Mayor

Attest,



Angela A. Torres, City Clerk

City Chief Procurement Officer:

By:  Date: 10/17/24

Leiandra Guerra, CPO
City of T or C