

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoepfner
Commissioner

Angie Gonzales
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
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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, JUNE 12, 2024; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

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

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 765 Series 2024 General Obligation Bonds. Chris Muirhead, Modrall Sperling

G. CONSENT CALENDAR

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

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 49 23/24 Budget Adjustment Request. City Manager Gonzales
2. Discussion/Action: Resolution No. 50 23/24 Authorizing Acceptance of Water Trust Board (WTB) Project No. 6323-WPF Funding Offer; Water Storage, Conveyance and Delivery Project – Waterline Replacement Project From New Mexico Finance Authority (NMFA). Assistant City Manager Alvarez
3. Discussion/Action: Resolution No. 51 23/24 Amendment to Civic Center Rental fees. City Clerk Torres
4. Discussion/Action: Publication of Ordinance No. 766 amending Chapter 11 pertaining to Solid Waste. City Manager Gonzales

I. NEW BUSINESS

1. Discussion/Action: 709 Broad Street Property Abatement Extension Request. Assistant City Manager Alvarez
2. Discussion/Action: City Commission Order denying the Variance application to permit the placement of shipping containers at 500 N. Date Street. City Attorney Rubin
3. Discussion/Update: Water Update. Arnie Castaneda, Water/Wastewater Director
4. Discussion/Action: Request to install a memorial bench at the Vista Memory Gardens Cemetery per the Memorial Donation and Gift Program Policy. OJ Hechler, Community Services Director
5. Discussion/Action: Approval of July 16, 2024, Jordan's Way fundraiser event. Tara Manning, Animal Shelter Manager
6. Discussion/Action: Request for a survey to be conducted for land next to Rotary Park. OJ Hechler, Community Services Director
7. Discussion/Action: Swimming Pool Theme Nights and Vendors request. Ashley Galicia, Pool Supervisor
8. Discussion/Action: Automatic Annual Solid Waste Fee Increase. City Manager Gonzales
9. Discussion/Action: Amendment to Capital Appropriation Project A21F2103 Grant. Assistant City Manager Alvarez
10. Discussion/Action: Revised Parcel Survey for Property Appraisal. Assistant City Manager Alvarez
11. Discussion/Action: Request to Revoke Variance at 1401 Platinum. Assistant City Manager Alvarez
12. Discussion/Action: Review, Approve and/or Allocate Funds for Geronimo Trail Scenic Byway Application #1 for the Update/Reprint of Hot Springs Brochures. Tammy Gardner, Executive Assistant

I. NEW BUSINESS Continued...

13. Discussion/Action: Review, Approve and/or Allocate Funds for Geronimo Trail Scenic Byway Application #2 for Website Hosting & Maintenance. Tammy Gardner, Executive Assistant
14. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Arts Council for Artists of Sierra County Tour. Tammy Gardner, Executive Assistant
15. Discussion/Action: Approval of the Biennial Memorandum of Understanding (MOU) between MainStreet and the City of T or C. City Manager Gonzales
16. Discussion/Action: Authorization of transfer of funds to the R & R Water Certificate of Deposit. City Manager Gonzales
17. Discussion/Action: Approval of Purchase Requisitions over \$20,000. City Manager Gonzales
18. Discussion/Action: Award Recommendation for RFP #23-24-008 Ralph Edwards Park Shade Structures. OJ Hechler, Community Services

J. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING JUNE 26, 2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: June 4, 2024
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Gonzales and department supervisor

Summary/Background:

Employee Anniversary: HALSEY, JESSICA – 3 YEARS	Employee Anniversary: FOREMAN, JAMIE – 1 YEAR
Employee Anniversary: ONTIVEROS, TED – 19 YEARS	Employee Anniversary: SANCHEZ, ABLE – 1 YEAR
Employee Anniversary: REES, CHRIS – 9 YEARS	
Employee Anniversary: KELEMEN, ELIZABETH – 2 YEARS	Employee Anniversary: KNULL, TYLER – 2 YEARS

Recommendation:

None. Presentation Only.

Attachments:

- Printed certificates to be signed by city manager and mayor
- [Click here to enter text.](#)

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 6-12-24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: F.1

SUBJECT: Public Hearing/Discussion/Action -Series 2024 General Obligation bonds

DEPARTMENT: Community Development

DATE SUBMITTED: June 6, 2024

SUBMITTED BY: Angela Torres

WHO WILL PRESENT THE ITEM: Chris Muirhead

Summary/Background: The proposed Bond Ordinance authorizes the issuance of general obligation bonds in the par amount of \$790,000. The general obligation bonds were approved at an election on November 8, 2022 in the total amount of \$3,000,000. The City previously issued the first series of general obligation bonds related to the \$3,000,000 approved amount in 2023 in the amount of \$790,000. The debt service is paid through the collection of ad valorem property taxes. The bond proceeds will be used for improvements to streets and water/wastewater system.

Recommendation:

Publication was approved on 4/24/2024. The ordinance will now be presented for a public hearing and final adoption. -

Attachments:

- Bond Ordinance
- Publication

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 6-12-24

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NOTICE OF MEETING, PUBLIC HEARING AND INTENT TO ADOPT
ORDINANCE No. 765

The City of Truth or Consequences, New Mexico, hereby gives notice of a regular City Commission meeting for Wednesday, June 12, 2024 at 9:00 a.m. at such meeting, the City Commission will consider for adoption the ordinance described below. Complete copies of the proposed ordinance are available for public inspection during the normal and regular business hours of the City Clerk, Truth or Consequences, New Mexico.

The title of the Ordinance is:

Ordinance No. 765

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2024, IN THE PRINCIPAL AMOUNT OF \$790,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER AND THE PRICE TO BE PAID BY THE PURCHASER FOR THE BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Ordinance directs and authorizes the issuance of the City of Truth or Consequences, New Mexico, General Obligation Bonds, Series 2024 in the aggregate principal amount of \$790,000; approves the sale of the bonds to the New Mexico Finance Authority pursuant to a bond purchase agreement; provides for the form of the bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants with the bond purchaser; and provides other details concerning the bonds. This notice constitutes compliance with Section 3-17-3, NMSA 1978.

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss.
CITY OF TRUTH OR CONSEQUENCES)

The City Commission of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the 12th day of June, 2024, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Present: _____

Absent: _____

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

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 765

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2024, IN THE PRINCIPAL AMOUNT OF \$790,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER AND THE PRICE TO BE PAID BY THE PURCHASER FOR THE BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

WHEREAS, at a general obligation bond election duly called and held for the City of Truth or Consequences, New Mexico, (the "City") on the 8th day of November, 2022, the electors of the City authorized the City Commission (the "Commission") to contract bonded indebtedness on behalf of the City and upon the credit thereof by issuing general obligation bonds of the City to secure funds for the following purpose (the "Project") in the following amount:

<u>Purposes:</u>	<u>Amount Authorized At Election</u>	<u>Amount Previously Issued</u>	<u>Amount To Be Issued</u>
Laying off, opening, constructing, repairing, and otherwise improving municipal alleys, streets, public roads and bridges, or any combination thereof	\$1,000,000	\$270,000	\$270,000
enlarging, improving or extending the City's water and wastewater system	\$2,000,000	\$520,000	\$520,000

WHEREAS, the Commission has determined and does hereby determine that it is necessary and in the best interest of the City and the inhabitants thereof that the \$790,000 general obligation bonds authorized at the election (the "Bonds") be issued at this time; and

WHEREAS, the Commission has determined and hereby does determine to enter into a Bond Purchase Agreement and sell the Bonds to the New Mexico Finance Authority ("Finance Authority"); and

WHEREAS, the Commission has determined and does hereby determine that the Bonds shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, the net effective interest rate on the Bonds is not more than ten percent (10%) a year; and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the issuance and sale of the Bonds heretofore taken by the Commission and the officers of the City.

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

Section 1. All actions heretofore taken by the Commission and the officers and employees of the City directed toward the issuance and sale of the Bonds to secure funds for the purposes stated above be, and the same hereby are, ratified, approved and confirmed, including the sale of the Bonds in the amount of \$790,000 to the New Mexico Finance Authority pursuant to the Bond Purchase Agreement which is hereby approved. The Mayor is authorized to complete and modify the Bond Purchase Agreement consistent with this Ordinance.

Section 2.

A. In order to provide funds for the Project, the Commission, on behalf of the City and upon the full faith and credit thereof, shall issue the City's general obligation bonds maturing and bearing interest as follows:

<u>Amounts Maturing</u>	<u>Years Maturing (August 1)</u>	<u>Interest Rate (Per Annum)</u>
\$ 210,000	2025	3.430%
30,000	2026	3.380%
30,000	2027	3.250%
30,000	2028	3.210%
35,000	2029	3.200%
35,000	2030	3.190%
35,000	2031	3.190%
35,000	2032	3.200%
35,000	2033	3.210%
35,000	2034	3.230%
35,000	2035	3.370%
40,000	2036	3.530%
45,000	2037	3.690%
50,000	2038	3.810%
24,000	2039	0.000%

<u>Amounts</u> <u>Maturing</u>	<u>Years Maturing</u> <u>(August 1)</u>	<u>Interest Rate</u> <u>(Per Annum)</u>
31,000	2039	3.920%
55,000	2040	0.000%

B. The Bonds shall be dated the date of delivery (herein the "Series Date"), will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth above for the Bonds, payable to the registered owner thereof, or registered assigns, on February 1, 2025, and semiannually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding and shall mature on August 1 of each year set forth above.

C. The Bonds maturing on and after August 1, 2034 are callable on and after July 19, 2034, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest, if any, to the date of redemption.

D. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days

prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

E. Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

Section 3. The Bonds shall constitute the general obligation debt of the City, payable from general ad valorem taxes in amounts sufficient to meet the semi-annual payments of interest and annual payments of principal on the Bonds maturing in each year. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 4. The Bonds shall bear the facsimile or manual signature of the Mayor and shall be attested by the facsimile or manual signature of the City Clerk-Treasurer and shall bear the facsimile or original seal of the City. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery of the Bonds and payment therefor, or before the

issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer may, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk-Treasurer may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If facsimile signatures are to appear on the Bonds, the Mayor and City Clerk-Treasurer, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5.

A. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the City as registrar and as paying agent for the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each interest payment date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each interest payment date but such transfer will not include transfer of interest payable on such interest payment date.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided in this ordinance with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

E. The officers of the City are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

F. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

Section 6. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that said Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than \$10,000,000.

Section 7. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper,

and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 8. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED

REGISTERED

NO. R-__

\$_____

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO
GENERAL OBLIGATION BONDS
SERIES 2024

Registered Owner: _____

Principal Amount: _____ DOLLARS

Interest Rate

Maturity Date

Series Date

_____% per annum _____ 1, _____, 2024

The City Commission (the "Commission") of the City of Truth or Consequences, New Mexico (the "City"), on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1, 2025, and thereafter on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the

Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of \$5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of \$790,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the City for the purposes of providing funds to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 3-30-1 through 3-30-9 NMSA 1978, the provisions of Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to an ordinance of the Commission duly adopted on April 12, 2024 (the "Bond Ordinance").

The Bonds maturing on and after August 1, 2034 are callable on and after July 19, 2034, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest, if any, to the date of redemption.

Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the

validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each Interest Payment Date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each Interest Payment Date but such transfer will not include transfer of interest payable on such Interest Payment Date.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as

may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Commission has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the City Commission of the City of Truth or Consequences, New Mexico, constituting the governing board of the City, has caused the seal of the City to be hereto affixed and this bond to be signed and executed with the facsimile or manual signature of the Mayor and subscribed and attested with the facsimile or manual signature of the City Clerk-Treasurer, all as of the Series Date.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Mayor

[City Seal]

ATTEST:

By _____
City Clerk-Treasurer

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and Registration: _____, 2024

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Finance Director, as Registrar/Paying Agent

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Assignment]

[End of Form of Bond]

Section 9. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof named in Section 1 of this Ordinance. The funds realized from the sale of the Bonds shall be applied solely to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 10. There shall be levied on all taxable property within the City, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Ordinance is hereby declared to be the certificate of the Commission, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and City taxes are certified, levied and collected. The taxes, when collected, shall be kept by the City in the City's interest and sinking fund for the City's general obligation bonds to be used solely for the purpose of paying the principal of and interest on the City's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the City and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the City, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 11. The Mayor, City Manager, City Clerk-Treasurer and other officers of the City be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the deposit of the proceeds of the Bonds into an acquisition fund held by the Finance Authority for payment of the costs of the Project and the costs of issuance of the Bonds, the printing of the Bonds, accounting and verification fees, and the execution of such certificates as may be required by the Finance Authority relating to the signing of the Bonds, the tenure and identity of City officials, the receipt of the purchase price of the Bonds from the purchasers and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 12. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Mayor, City Clerk-Treasurer, City Manager and any other officer of the City having responsibility for the issuance of the

Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and City Clerk-Treasurer and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 13. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the City with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the City, also be invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City for deposit in the interest and sinking fund for payment of principal and interest on the Bonds. The term "Government Obligations" means direct obligations of the United States of

America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which may be United States Treasury Obligations such as its State and Local Government Series, which may be in book-entry form.

Section 14. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Commission and the City hereby covenant to the purchasers and the holders of the Bonds from time to time that the City will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 15. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the holder or holders of the Bonds and shall be and remain irrevocable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided.

Section 16. 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 17. The title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in an Ordinance (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on May 22, 2024. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico. The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL
OBLIGATION BONDS, SERIES 2024, IN THE PRINCIPAL AMOUNT
OF \$790,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON
ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT
LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM,

TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER AND THE PRICE TO BE PAID BY THE PURCHASER FOR THE BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Ordinance directs and authorizes the issuance of the City of Truth or Consequences, New Mexico, General Obligation Bonds, Series 2024 in the aggregate principal amount of \$790,000; approves the sale of the bonds to the New Mexico Finance Authority pursuant to a bond purchase agreement; provides for the form of the bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants with the bond purchaser; and provides other details concerning the bonds. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

[End Form of Notice]

Section 18. All acts and resolutions in conflict with this ordinance are hereby rescinded, annulled and repealed.

[Signature Page Follows]

PASSED, APPROVED, AND ADOPTED THIS 12th DAY OF JUNE, 2024.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

Commissioner _____ then moved adoption of the foregoing ordinance, duly seconded by Commissioner _____. The motion to adopt said ordinance, as amended, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Absent:

_____ () Commissioner having voted in favor of said motion, the motion to suspend the rules was thereupon declared by the Mayor to have passed.

After consideration of the matters not relating to the ordinance, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

Dated this 12th day of June, 2024.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: G.1

SUBJECT: City Commission Regular Minutes, May 8, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: June 6, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

• -
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-12-24

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, MAY 8, 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 via telephone
Hon. Merry Jo Fahl, Commissioner
Hon. Ingo Hoepfner, Commissioner

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

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

2. SILENT MEDITATION:

Commissioner Fahl: I would like to mention Bill Hopkins, who was such a main stay of our community and a scary guy when he's driving. He was an incredible man with a giving, wonderful family. I knew him, and my mother knew him since she was a child. His family is huge and a main stay of our community, so please think of them in your prayers today.

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Forrister made a motion to remove item 16 from the agenda. Commissioner Hoepfner 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 to Traci Alvarez for 11 plus years of service with the City of Truth or Consequences.

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

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

City Manager Gonzales presented an Employee Service Anniversary Award to Angela Torres for 14 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award on behalf of David Johnson for 16 years of service with the City of Truth or Consequences.

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

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

City Manager Gonzales presented an Employee Service Anniversary Award to Andy Alvarez for 18 plus years of service with the City of Truth or Consequences.

2. Proclamation naming May 27, 2024, as Poppy Day for the American Legion Auxiliary.

Mayor Hechler presented the American Legion with the May 27, 2024 Poppy Day Proclamation.

3. May 2024 Motorcycle Awareness Month Proclamation.

Mayor Hechler presented the 3. May 2024 Motorcycle Awareness Month Proclamation.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Tracy McGowan addressed the Commission with comments related to:

- She has Donkey Magic Farm at 1700 Corzine St. in Truth or Consequences. On March 25th, a loose dog burrowed under my fence, and killed my two goats. A month and a half earlier, my neighbor had two goats killed. The dogs returned a couple days later, and he did get a short video. Since these two events have occurred, people on social media have posted a number of incidences where dogs have killed other animals in their own yards. It's becoming an endemic problem for our city. Also posted, are dogs from the shelter who are placed in good homes. These rescued animals take a few weeks to get oriented to their new homes. Sometimes, they escape, which is a traumatic event for both the family and the dog. The problem is people need help with fencing. Case and point, when I brought my dog Shadow home, she was digging under my fence daily. The solution was to bury 3 inches inside the fence and 3-4 inches deep poles around the inside perimeter of the fence. That finally kept her in, and was a fairly inexpensive fix. Some dogs climb. On my donkey walks, I've seen dogs climb up and over 6 foot fences. For dogs that climb, a strand of hot wire can be used around the top of fencing to keep dogs in. Both these solutions cost less than \$100 and could be given to new dog owners through the shelters and by animal control to owners whose dogs are escaping. In reading our local ordinances, it has come to my attention there is a \$100 fine for a first offense of having our dog run at large. I would ask the city to re-consider having such a huge dollar amount for a first offense and propose the adoption of a graduated scale starting at \$25 for a first offense. \$100 might make the difference between people being able to provide a solution to their fencing and also between keeping their dogs out of the shelters and have an opportunity to come acclimated to their new homes. Our local rescues are doing a great job re-homing these abandoned and neglected dogs. A \$25 fee and some solutions regarding fences that are less than \$100 may help the problem. Also encourage cooperation from dog owners whose dogs are escaping and becoming community hazards. I saw that the Farmer's Market, and I have 10 stories of community members who have had or are now experiencing trouble in their neighborhoods with loose dogs. I suggest that we try to get a handle on this by working together and coming up with some real solutions.

Cheryl Ray addressed the Commission with comments related to:

- We've already heard about Tracy's two goats being killed. I knew those goats personally. They were wonderful animals and so happy there then this event occurred. Her neighbor lost two goats, and I believe just recently, there was an entire flock of chickens that was done in.

Carrie Conley addressed the Commission with comments related to:

- This is her story that Tracy collected at the market. We were out for a walk on Charles St. near Foch, and a loose dog ran up behind me and bit the back of my leg.

Carolyn Peterson addressed the Commission with comments related to:

- In 2003, my 10-year-old son was chased by a neighbor's dog while exiting the school bus. This happened at Hackberry St. I was watching him, ran after the dog, and chased him off. The dog pulled at my son's backpack. The police came, but we were not able to do anything.

Andrea (last name not provided) addressed the Commission with comments related to:

- My daughter's bus stop is on Glen Ave & Rodeo. There are some little dogs that will get out of the yard and chase my daughter.

Tina Wells addressed the Commission with comments related to:

- I was trapped on my porch by a loose dog. I couldn't leave my house 'til it went away. Animal Control didn't come for several hours.

Leann Armijo addressed the Commission with comments related to:

- I was walking home one afternoon when a big dog came up aggressively. I stayed calm and walked much slower. The neighbors noticed and tried to distract him. It kind of worked, and I was able to distance myself. If it wasn't for those neighbors, I don't know what would have happened. I never was intimidated by a dog before.

Anonymous T or C Resident addressed the Commission with comments related to:

- I stopped walking due to fear of loose dog encounters. I had loose dogs kill my chicken flock.

Shelby Shue addressed the Commission with comments related to:

- My daughter and I live on Birch by 7th, and a dog chased us. We called AC to report. My daughter scared the dog off. No owner around and dogs were free to roam.

Cecile McGowan addressed the Commission with comments related to:

- I live over by the VA, and I ride my bike 2 or 3 times a week on Veater Street. That's where I and my partner, David, were biking about a year ago when I was attacked by a large dog that I took to be a Pitbull. It grabbed my wrist, tore my jacket, but did not really injure me. My partner, David, heard me yelling, turned around, came back, and scared off the dog. I went home, called Animal Control, and told them about the incident. I gave them the address from which I thought the dog had come. The next day, an employee of Animal Control came by. They had gone to visit that house. The occupant had threatened the officer with a gun. A police officer came back, sited him, and I went to court and all this second hand for me. What I would like to say is that the matter was handled with professionalism. It was prompt. It was really handled very well. I would like to see the personnel of Animal Control increased. I got the idea that there were at least two employees. The one to whom I spoke on the phone with and the person who came by to see me. I'd like to see the personnel increased to that so the good

experience I had can be repeated with people. I'd like to thank you for your attention and your service to the community. I hope we can work out something.

Ashley Galicia addressed the Commission with comments related to:

- Provided update on the swimming pool since they had discussed possibly opening early at the last meeting. We are currently experiencing a flow rate issue that is not fixable by me or OJ. We're not sure exactly where the problem is coming from, but we're in contact with our technician who is out of Albuquerque. We're working on getting him here as soon as we can, hopefully this weekend. With that being said, I was also supposed to have a lifeguarding course this weekend, but I can't have anyone in the swimming pool. We were talking about having the course somewhere else such as the Holiday Inn swimming pool, so we're still able to hold that class. I haven't reached out to them to see if that's a possibility yet. We're working on that to see if we can hopefully still hold the class this weekend, and possibly another one the weekend after. As soon as the flow rate is fixed, and we're able to get that issue addressed, we may still be able to open before Memorial Day. Until that issue is under control, there's not much we can do, and we can't have anyone swimming in that pool yet. With that said, we're working on it. We'll get our technician here as soon as possible, and we'll keep you updated as we go farther along with it.

E. REPORTS:

City Manager Gonzales reported the following:

- Traci and I have been working with the department heads on the FY 24/25 budget. We will be meeting this time next week at 9:00. The agenda will be posted per Open Meetings Act. We are working to finish up the preliminary budget. On that agenda will be a resolution for your approval. We'll go through the entire budget and all funds, loans, and enterprise funds/utilities. I want to thank the community and the commission for believing in me and trusting me. I know I'm an outsider. I know I think a little different. After going through this, I know I was brought here for a reason. It's been hard. I'm not going to candy it up. I try to have a trusting relationship with my department heads. We can communicate and be respectful. I don't want that to go away here. I want us to have an open dialogue. There's been a lot going on. I want to be open and transparent and make sure the community can reach me. They have seen that we have moved forward. Last week, I took one for the team and went to the dam conference in Ruidoso. It was very interesting and technical. Across the state and country, we all know our infrastructure is crumbling. The electric grids, the water/wastewater system that brings water to/from our homes, and the dams are no different. It's really neat to see the collaboration between the dam owners, the engineers, the state, and the feds come together to try to do some of these fundings. It was very interesting, but it was way over my head.

City Attorney Rubin had no reports.

City Commission Reports:

Commissioner Mitchell reported the following:

- Provided a report on Fiesta 2024. They received tons of positive feedback. Everyone enjoyed the parade and food trucks, tournaments, music, extra shade. We were going all weekend long, and it was really good. I'd like to thank all our sponsors, community members, board members. I encourage everyone to reach out to us for next year, which is our 75th anniversary of Fiesta. It's going to be huge, and I'd really like to see a little bit more support from the community in that regard. It does take a lot of work, and if we're going to make that one big, we're going to need a little more help.

Mayor Hechler: Would you just explain for those of us who may not know, this is our 73rd Fiesta, but we're going to have our 75th next year. Just for the record, would you explain how that happened?

Commissioner Mitchell: Our first official Fiesta was in 1950, which would have meant that 2024 was our 75th. However, we had two years of COVID that we did not celebrate the Fiestas. We are a couple years behind in that regard. We're going to move forward and celebrate next year as 75.

Mayor Hechler: You and I had the pleasure of meeting Hugh Spencer over the week. He came here to do a report on Fiesta. How was that interaction?

Commissioner Mitchell: Hugh was fantastic. He was johnny-on-the-spot all weekend. He was happy to jump in and collect money at Mr. Fiesta, run out to the rodeo. It was literally his first rodeo. He's originally from Britain, and he's writing his final Master's paper on Fiesta. He really got a lot of information from the history of the town and Fiesta and also that hands on experience trying to get everyone lined up for the parade. He really connected with me and was eager to talk to people. I think he really got a good experience with helping out with the Fiesta this year, and we really needed him.

Mayor Hechler: I know he helped me a lot. He even got me to speak in a British accent a few times. Of course, I was in the beer garden.

Commissioner Fahl reported the following:

- Kudos to everyone who worked on Fiesta. It was wonderful, the weather was perfect. You guys worked really hard. I don't think everybody tells you thank you enough, but it was amazing.
- Dam Owner's Conference: Thank you, Angie, for coming. It is a New Mexico Watershed and Dam Owner's Conference. The conference is a state-wide organization that puts it on. It is all about learning about watershed health and the maintenance on our dams. We have some incredible speakers come every year. It's a 3-day event. It really is about what we're going to do to take care of our dams, so I was glad Angie took the time to attend. I know she was busy with the budget, but it's really eye-opening when you find out about your

responsibilities. You're not alone. There are 400 dams in New Mexico, and pretty much all of them are in the same shape as ours. I was glad she was able to attend, so thank you for that.

Commissioner Hoeppner reported the following:

- Fiesta was amazing as well as our event Bass & Lights. Thank you to the DJ Collective and all our volunteers. It's amazing to see how in one weekend, the entire community comes together. My goal here is to build community, and Fiesta is one of them. We can have different music styles, different people coming together and enjoying a weekend of community. Now we are planning for next year. I'm planning on doing an Oktoberfest in October this year. That's my next project to bring community together.

Mayor Pro-Tem Forrister reported the following:

- Fiesta was amazing. The Cajun crab boil was amazing. The parade was great. I got to play in the volleyball tournament. It was fun, and I'm looking forward to the 75th.
- Tony's restaurant is having their customer appreciation. I don't know how many restaurants in town do this, but they provide free food. They hired a band. This will be on Saturday. They're going to have a silent auction, and match all proceeds, which will go to the scholarship fund for the graduating seniors.
- I want to yield the rest of my time to Traci or Chief to discuss some of our animal control issues and why they're happening for these ladies that are voicing their concerns.

Police Chief Tavizon: Animal control is important in the city. At the moment, we don't have any animal control officers. We have one man that's filling that position along with his code enforcement duties for the entire county. It's larger than just one organization taking care of animal control. It goes back to the owners of the animals making sure they're spayed and neutered, not running at large, and being familiar with the ordinances. There are people that really don't care that their dogs are out. They've been issued citations and gone through the court system. That's why the fines have gone up to what they are. There's no accountability otherwise. It's something we're working on. There haven't been qualified applicants, so we're trying a couple different things that will be submitted in front of the commission to try to gain some interest in those positions. With that, I'll yield for any other questions you might have.

Mayor Hechler: Just a comment, Chief, and thank you for keeping it together as much as you can with what you've got. This is an important initiative that we have in our community. We've come so far. A lot of it has had to happen with educating the community to begin with. Our spay & neuter programs, our partnerships with CAAT and other organizations. We've made a difference in this community. It used to be almost like a wild animal rodeo around here a few years ago. We've made a dent. We've made a difference, but we don't want to lose ground. I think you'll find that this commission will support you in the initiatives you want to start. It's important that we fill those positions

as soon as we can. I'd love to hear your plan as soon as you have it together. I'm pretty sure you're going to get our support to get that done.

Police Chief Tavizon: Thank you. We're also looking at different ways to actually capture the animals. As you know, there was a state-wide ban on trapping. Public lands are on state property, so we're trying to work with that to ensure we're able to continue to do that and looking at other means of capture. It's very difficult to capture a cat or dog that doesn't want to be caught. We're looking at possibly chemical capture and a system using nets. We'll see how that comes.

Mayor Hechler reported the following:

- Fiesta: We got through it okay. It was a great event. The public doesn't get to see how the sausage is made. We've had our trials and tribulations going through Fiesta and our ups and downs. The final product was amazing. We have a really good core group of folks that worked really hard to put this thing on. We're getting a little wore out. The reason I say that is because, in the 3 years I've been involved, it's gotten a little bit bigger and better every year. It's relatively the same amount of people that are still doing it. We're going to have to branch out, recruit, and do some bigger and better things. Next year, for our 75th, we want to knock it out of the park. We're starting now, so this is an open call for recruitment down the road. I hope that people who have some talent or a good work ethic want to work with us, will step forward and join our team.
- I have a meeting scheduled with a water infrastructure specialist with the Governor's office on June 27th. Senator Brantley helped set it up. We're getting a lot of support from her. She's very engaged and connected with government. She does a wonderful job for us. She's always looking out for this community. I've already talked with our Water Manager. We're putting together a PowerPoint presentation and gathering some information on our needs and issues, what we've spent and what we anticipate spending it. It's going to take a lot of work, but we have a month or so to get ready for that.
- I wrote a letter of support for Sierra Vista Hospital for their legislative efforts coming up. They were very successful last year in getting funding for their initiatives. They're already moving on it this year. We have a lobbyist, so perhaps we can introduce our lobbyist with the hospital lobbyist and possibly do some cross-referencing there.

F. PUBLIC HEARINGS (5 Minute Rule Applies).

- 1. Public Hearing/Discussion/Action: Public Hearing to receive public input regarding the issuance of a Small Brewer 2nd Location Liquor License, located at 415 Main Street, Truth or Consequences, New Mexico. The applicant is Replay, LLC dba: Juno.**

City Clerk Torres: The El Cortez Theater at 415 Main Street is collaborating with Replay also known as Juno to apply for a small brewer's 2nd location liquor license. This liquor license requires a 30-day publication, public hearing, and governing body approval. The zoning statement has already been approved, and it's in your packet. If it is approved, it will be set to the Alcohol & Gaming Division so they can proceed with their final approval process. We do have the applicant here in the audience if you have any questions for them.

City Attorney, Jay Rubin: It appears that the ABC has already granted preliminary approval.

Jason Marks, Juno (Applicant): We've jumped through their hoops, and hopefully, we're in the home stretch here. Thank you for holding this hearing and scheduling it promptly when you received the packet from the Alcohol & Beverage Control. I'm looking forward to a long and productive relationship with this commission and the City of Truth or Consequences. My name is Jason Marks. I'm one of the two managing members of Replay, LLC which is the legal name of the business. The other managing member is my wife, Maxine Marks. We're an LLC. We have a handful of partners. Maxine and I own about 45%. We have a partner that owns about 45%, and then we have two or three smaller partners in the business. We started this business in 2021 in Albuquerque. In Albuquerque, we are a small brewery, which means that we produce beer. We have a license from the federal government, TTV, to produce alcohol. We have a license from the state of New Mexico to be a brewery and also a tap room. In Albuquerque, we brew the beer, and we also serve beer. Under the state laws of reciprocity, we serve wine, cider and now distilled spirits that are all produced by New Mexico businesses. The application says it's our second, but this will actually be our third location. We started in January 2021 right when we were coming out of COVID. We took over an existing space that had been a brewery before. In June 2021, we got our license, so we're coming up on 3 years of operation in Albuquerque. In February of this year, we began operating in Edgewood, New Mexico. That's actually our second location. Both of these licenses were processed at the same time, so they called them number two. We will not be brewing in Truth or Consequences. Obviously, we've been in the El Cortez. The brewing equipment will not be there. That's not the way the license works, and it's not the way the business model works. The model will be similar to Edgewood in that we produce the beer in Albuquerque, carry it out to Edgewood once or twice a week. We'll try and do it every week or once every couple of weeks down to Truth or Consequences. It's a little bit more of a haul but still within a reasonable distance to operate and manage. As Clerk Torres mentioned, we're collaborating with Friends of New Mexico Film who are the operators of the El Cortez Theater. Mayor Hechler, anytime, just tell me to speed it up if I'm giving too much detail. We've been collaborating with Friends of New Mexico Theater. We did an off-site license last year with Fiestas. We did one this year with Fiestas. I've known Jon & Nani for years and worked with them and other contacts. They asked us about a year or year and a half ago if we could collaborate with them to bring alcohol services to the El Cortez. The

concept is I don't think this is going to be the same size as our tap room in Edgewood. It's going to be a smaller tap room. The concept is that we're going to support the theater. We're hopeful that by providing the opportunity to have a pint, a cocktail, or a glass of wine with your theater experience that they'll be able to bring more people into the theater. There's a place in Albuquerque called Flix. It's a big place, and it's built entirely on the model of tap room & theater.

Mayor Pro-Tem Forrister: That's really popular right now are those movie theaters that are serving alcoholic beverages.

Jason Marks, Juno (Applicant): If we were just going to do a bar, we'd just do a bar down here, but that's not what we're trying to do. We're trying to support the theater, and bring more people into the theater, and make a better theater experience. It keeps the vitality in that theater. Also, it provides the opportunity to do events. The El Cortez already has private events and musical performances. Adding the amenity of beer, wine, and spirits will enable those events to be a little bigger, a little more successful, and a little bit more variety to those events. Just this morning I was talking with Jon & Nani over breakfast. One of the things we do in Albuquerque – we do a lot of Latin music. We do a lot with the Hispanic community. I started out with Salsa and then I started mainlining Cumbia. We do Latin Cumbia at least twice a month in Albuquerque and I'm hoping I'm going to get a couple of our bands to come down here and do some Cumbia in the El Cortez. If we have to, we're going to take out some seats to make more room to dance because you can't sit still, friends.

Mayor Pro-Tem Forrister: This is just going to be support, if people don't come to the event or come to the movie theater, they can't go to a little patio area to have beer in like that area? Or we are doing that? Or we aren't doing that?

Jason Marks, Juno (Applicant): That's a great question because I got on track. The plan is, and I don't know, do you have the diagram? The plan will be that the bar/the serving area will be in the main lobby. The room that's right behind that, there's a snack bar on one side, and on the other wing, there is another room, I'll point to it here. We're going to make that into a lounge. The concept would be, during the open hours, if people want to come and have a beer or a drink and not see a movie, there will be a place to do that. That kind of gets to when my wife and I and our partner Trevor Reed, we started this, Mr. Reed had done a bar a long time ago, but I'd never done anything like this. I was a lawyer, I was in state government, I was an accountant. I've done a lot of stuff. In all my other professions, you do a good job, and hopefully you have good relationships with your clients, stakeholders. It's a business relationship. I didn't realize this, but when you open a bar, you're not just doing a business, you're building your community or you're supporting the community. People have higher expectations and it becomes a place to gather. It becomes a place that kind of you're in control of the liquor laws, but you're not fully in control of how it evolves. That's been a learning experience for us, and that's been the best part of it. Being part of community and building community, and having a

place for people to sit and visit, have their meetings, develop a flavor for things – that's what we like to do. One thing that Truth or Consequences and Edgewood have in common, I'm sure there's lots of things, but the one thing that I notice is they're both really growing communities and communities that have civic leadership that's trying to grow and grow in the right way. We're going to be really pleased if you guys give us a thumbs up and we get this going. As I said before, we will be serving a selection of our beer that we brew in Albuquerque. We will probably start out with 4 taps. We'll be serving a limited selection of cocktails and spirits from New Mexico distilleries. We'll have some wines. I understand there's some good local wine, and we'll try to feature that. We will have the lounge. We'll be supporting films. I do want to mention that the entirety, you've seen the diagram, the licensed premises will be all of the El Cortez except for the snack bar. If teenagers wander in and want to get a hot dog at the snack bar, that's not in the licensed premises. The rest of it will be licensed premises and unless or until I get a license amendment from ABC, it will be adults and minors accompanied by their parents or guardians. We're going to put in an application to get an amendment so that the El Cortez can do matinees and movies that appeal more to teenagers, and we just won't have alcohol service at those.

Mayor Pro-Tem Forrister: We have a film trip there tomorrow, so those wouldn't apply I'm assuming.

Jason Marks, Juno (Applicant): We'll get there. There will either be a licensed area or for some films or some events, we just won't serve alcohol, and then minors will be in there. For the other times, it will be like a bar. It will be like the Truth or Consequences Brewing Company, and not like a restaurant. We're not a restaurant license. I don't make the state laws. There are restaurants where they serve beer, wine, and hard liquor, and minors can come in and have a meal. That's not the way our license works. We're limited on New Mexico products, but other than that, we're like a bar. We can stay open until 2 in the morning. I don't expect that will happen, but we could. To get around that and still provide a way for the teens in the community to come and see a teen movie or have field trips with school kids, we'll have license amendment. ABC has given us something similar in Albuquerque, so we can just turn it on and off. Other than that, we're going to be license, and it will be Juno. That's our brand. It'll be called Juno at the El Cortez.

City Attorney Rubin: I have one legal question. I just saw the application that says the lease is October 1, 2023 – September 30, 2024. What will be the plan after that date?

Jason Marks, Juno (Applicant): To keep going. The thinking is we did the one year lease because we wanted to re-negotiate the finances with Friends of New Mexico Film to do a better job of supporting them with revenue. The state won't let me split the profits with them. I can pay them rent. I made the shorter lease, so that we can figure out what the business is doing, and then maybe I can pay more for rent.

Mayor Pro-Tem Forrister: Does that concern us at all?

City Attorney Rubin: I just didn't know that if we gave approval and go through the process then the lease expires at the end of September, then what happens then?

Jason Marks, Juno (Applicant): We'll have a renewal, but we don't have to come back for the renewal as long as we keep the lease in place. It will be renewed. We intend to be here for a long time. Again, I did a shorter-term lease, so we can re-do the financials. I'm not intending to change the lease premises. If I change the premises, then I have to go back to the state and get a change. For example, we're not using the Mezzanine right now because they're not using the mezzanine. If this thing is successful, and we want to expand, we might do that. As long as we don't change the footprint and the same parties are involved, we don't have to go back for approvals. I do understand that as soon as I get approved by the state, I need to see Ms. Torres, pay her \$250, and a pint of beer. Once it's approved, I'll send you a letter stating everything you need to do. Once it's approved, and you get your liquor license, you'll come in and you'll file with me. We do cross-reference the address with the state, so if anything changes.

Mayor Pro-Tem Forrister: I guess the lease doesn't really matter to us as long as it doesn't change addresses.

City Attorney Rubin: I get that. I was just asking really just so we know what the plan is after September 30. That's what I was asking, so we would all know.

Jason Marks, Juno (Applicant): It's a good question. We want to be long term, and we just didn't know what to put in for the dollars long term. The October start date was when we first filed with Santa Fe ABC, so we'll have hopefully, if and when the commission approves the application, it'll go back to Santa Fe. Based on prior experience, I think it'll take anywhere from 2 – 4 weeks, and we'll get final approval. My plan is to try to get this open mid-June.

Commissioner Fahl: In regards to the movie and the alcohol, you just said the teens could go in the snack bar and get whatever. Inside the movie proper, kids have to be there with their parents. Is that what you said?

Jason Marks, Juno (Applicant): Yes.

Commissioner Fahl: Ok, so we just had Godzilla. A lot of kids are going to go without their parents or they're going to want to go. There's a lot of movies that teenagers want to go to without their parents, so what are you going to do about that?

Jason Marks, Juno (Applicant): We're going to ask for a, I called it an amendment, but it's a minors in restricted area permit from State Alcohol Beverage Control. I have that for Albuquerque, which is a little different. I put in an application and tell them this is

what we want to do. What we want to do is for a movie that is teen oriented, like Godzilla. Our license will say we can let teens in, we just won't have any alcohol for those movies.

Mayor Pro-Tem Forrister: So, like a matinee, right?

Jason Marks, Juno (Applicant): A matinee or even an evening. If it's Godzilla, we just put a sign up – no alcohol or alcohol would have to stay in the lounge. I'm not going to push the envelope. Once we're going to allow alcohol into the theater, people are going to take it to their seats. I don't want minors drinking in there. If that happens, and I get caught, we lose our license, we will get fined. We're not going to do that, so if it's a movie that's adult-oriented, it's going to be if you bring the kids, that's fine, you can take a drink in there. If it's a movie that's teen-oriented like Godzilla, we're just not going to serve alcohol in the theater. We'll keep the lounge part open and say you can not take your drink down in there and teens can go in there without their parents.

Commissioner Fahl: You've got that figure out. I was just confused. Opening and closing the bar would be difficult to manage. That makes sense that the lounge would still be open. They just couldn't go into the theater.

Mayor Hechler opened the public hearing.

Proponents:

There were no proponents.

Opponents:

There were no opponents.

Mayor Hechler closed the public hearing.

Mayor Pro-Tem Forrister moved to approve the issuance of a Small Brewer 2nd Location Liquor License, located at 415 Main Street, Truth or Consequences, New Mexico for Replay, LLC dba: Juno. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, April 24, 2024**
- 2. Acknowledge Regular Library Advisory Board Minutes, April 29, 2024**
- 3. April 2024 Accounts Payable**
- 4. Subrecipient FY 23/24 3rd Quarter Reports**

Mayor Hechler: I'd like to make a comment regarding the consent calendar item #2 Library Board Minutes. It seems we had some disruption during the last regular meeting at the Library Board. This is kind of an open suggestion to all of our boards. The 3-minute rule applies to all our open comment at all boards. When we allow someone to exceed that 3-minute rule for whatever reason, I think it causes some problems and issues especially if they have kind of a bullying tactic. I just want to re-affirm to our boards and our commissions outside of here. The 3-minute rule applies if the person persists, then we can have law enforcement present or we can ask that person not to attend future meetings. I just wanted to get that out before we approve the consent calendar.

Mayor Pro-Tem Forrister: Thank you, Mr. Mayor for pointing that out. It was very disturbing reading those minutes. Our boards shouldn't have to put up with that.

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

H. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 47 23/24 approving the required Community Development Block Grant (CDBG) Annual Certifications and Commitments.**

Assistant City Manager Alvarez: This is a resolution for our annual CDBG certifications and commitments. As you know, we have two CDBG grants right now. One of them is for our water meter replacement project, and the other one is for improvements or updating our comprehensive plan. Tiffany Goolsby is with our local COG and the administrator of our CDBG grants here. I'm going to give her an opportunity to answer any questions that you guys may have. We have a couple new commissioners and if they have questions on our certifications and commitments. She has an amazing CDBG binder with her. When she brings those up, I think you guys will further understand why we do have the COG administer the CDBG grants.

Tiffany Goolsby, SCCOG Senior Planner: The resolution you have before you is an annual resolution reaffirming your commitment to your citizen participation, fair housing, residential anti-displacement and relocation assistance and section III plans as well as the City's procurement policy. It's the same resolution and plans that are adopted annually and by adopting them today, you'll be in compliance with your two CDBG grants.

Mayor Hechler: I think it's a very important service that the COG provides for us. Thank you guys for doing that for our community and our City. We have a lot on our plates. We don't need to take on the extra steps.

Commissioner Fahl moved to approve Resolution No. 47 23/24 approving the required Community Development Block Grant (CDBG) Annual Certifications and Commitments Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

1. Discussion/Action: Termination of Lease Agreement between City of T or C and Southwestern Area Workforce Development Board.

Jay Armijo, SCCOG Executive Director: I'm here on behalf of the Southwestern Area Workforce Development Board. As you may or may not know, the Council of Governments is the administrative entity for that board. We've had a request from that board as well as our one-stop operator that helps us manage the Workforce Center on Sunset Street behind the Conoco. We've been there for a while now. One of the things the board has noticed is we're having a hard time with walk-in traffic. People don't know where the center is. I think a lot of it has to do since Western pulled out of education services there, it really put a dent in that program. We've been looking at potential solutions to make it more accessible to the residents of Truth of Consequences, Sierra County, and the region as well. One of the partners of the board is Tresco. They got into a discussion of the Workforce Connection office possibly moving into their offices over here on Date. They asked me to put in a request to the city on their behalf to terminate this lease. I believe it's supposed to go through 2026. As part of this request, if the board approves to terminate the lease effective August 1st, 2024, which would give them a few months to get new signage, get moved over there, and things like that. That's kind of the plan. It'll give them a more visible footprint here in Sierra County. I believe it'll make it more easily accessible to the residents. Obviously, especially with walk-in traffic. Anytime you put a sign up that says Workforce or things like that, it tends to grab people's attention. We're actually looking forward to it if we can make that happen. With that, I'll stand for any questions.

Commissioner Fahl: I agree they're not very visible where they're at. For people to take advantage of the program, we need to make it more accessible. If Tresco is willing to do that, that sounds pretty good to me.

City Attorney Rubin: Where you are legally is Paragraph 18 talks about termination. You don't have to agree to termination but certainly if it's in the city's best interest to allow that to happen then you have the right to agree to it.

Mayor Pro-Tem Forrister: Thank you, Jay, for that. I think it shows that this is more accessible to our community this way.

Mayor Hechler: Ms. Alvarez, do we have any plans for the building once it's vacated?

Assistant City Manager Alvarez: Where Workforce Solution is right now, we're talking about moving our branch library into the front part of the building. I think that would make a great front entrance of that building. Then that'll open up the rooms toward the back for the City to be able to rent out for meetings and stuff like that. We are required to have a branch library per the state library contract in order for her to receive funding.

Mayor Pro-Tem Forrister moved to approve the Termination of Lease Agreement between City of T or C and Southwestern Area Workforce Development Board. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Agreement extension between the City of Truth or Consequences and Civility Government Relations.

Kathy Elliot, Civility: I was here last year. We worked with the city and your staff as far as a lobbying service. We spoke last September. I was here also with my partner at that point, former Senator Clint Harden. The first thing I'd like to mention is that the Senator has opted to go into retirement. He is going to be stepping away. You'll see more of me. Also, we are going to be bringing on board a woman named Valerie Espinoza. You may know her. She was actually a PRC Commissioner for many years and has also worked in the Capitol with Senator Munoz as his Executive Assistant and is very familiar with Santa Fe. She was Santa Fe City Clerk for quite a while and has a depth of knowledge that I truly appreciate. She has a lot of relationships in the state as well. As you know, for lobbying, it's all about relationships. When we spoke last September after I was here at this commission meeting, we went over to the city offices and spoke about the role that Civility would play for T or C. It was underlying water. We need water. Our entire efforts are going towards our water infrastructure, especially drinking water infrastructure at that point. That's what we endeavored to try to push forward. You had already, through Traci, some requests put into the Water Trust Board, that was in the sum of 16 million dollars. I went to Santa Fe with a couple of your folks here that addressed the Water Trust Board with the request for 16 million dollars. I followed that through. I also spoke with Representative Herrera and some of the other people on the Water Trust Board itself to make sure that the application process and what we had done with T or C looked appropriate and everything was moving forward. They assured us that it was moving forward. I also spoke with Marquita Russel who was with New Mexico Finance Authority. She has a couple insights for us that we can address in the future, but besides that, everything looked very good. We went into the session and sure enough, it was recommended at that point during the session that those 16 million dollars was funded. Eventually, in April, you did get that funding through. Through my relationship with Representative Herrera, we also were pushing during the session for additional money to go into the Water Trust Board because there was a whole huge list of requests from all

kinds of towns and entities around the state that need water infrastructure projects done. I worked closely with her, went to different legislatures and said "this is what's proposed. Do you have a problem if we try to backfill some of these projects with some funding from the session at this point?" There were questions asked and answered. Eventually, another large chunk of money was put into House Bill #2 for funding that was not necessarily associated with Representative Herrera but because of her efforts, there was additional money put into the water trust board. I was pleased at that. Also, that looks forward to this next year. Some of those projects that were left on the list were then taken care of and lets more money flow for more drinking water projects. All of this is good. The State of New Mexico has a percentage that comes and fills that Water Trust Board from the Severance Tax Bonds. As we all know, New Mexico pretty much has great money coming through because of the oil & gas industry. Whether you like it or not, it is money that goes into the state and therefore the Water Trust Board is better supplied. I went back to another Trust Board meeting in March, and they gave us the insight that in the future, that will be this fall and through the winter, they are going to be looking at projects. Not only drinking water projects but wastewater projects. That's a big deal for a lot of municipalities and counties. Those rules and policy making procedures are going to be looked at over this next session, and hopefully, some of that money for wastewater will then be trickling down into the hands of the cities and areas that need it best for wastewater. So, that's coming in the future. That's all-good news. So, everything that's crumbling around us, as you said Angie, there is daylight. 16 million dollars gives us some daylight. It gives us a lot of projects to do here in T or C. Then also in the future, it gives us some insight that we can be looking forward to for wastewater projects. I know that has been my efforts for you guys is water. We had some discussions during the session, Mayor, Commissioner, you guys came up. We walked the halls. We did some different things concerning capital outlay. Also approached Senator Brantley at the time. She and I had not had conversations. We had been in meetings and the hallways together, but we did not get to know each other because she wanted to know if I was carrying capital outlay. I was not at the time. That was not my job. That doesn't mean that I'm not willing to sit down with you guys and to know what kind of capital outlay projects you would like. Capital outlay will take care of some smaller things, but if you go in there asking for 16 million or something like that, it's just going to get shot down. They just don't have those kinds of funds. I also spoke with her last week at another fundraiser I was at. We had a great conversation. I told her I would be here today. She sends her best wishes but was not able to attend today. I know there is another meeting coming up in the near future. I'd be happy to participate and actually would love to do those kinds of things. You guys also have another race here that's going on for the House seat. I know one candidate better than another. No matter what happens, if you change the directory that I am on, I will make sure my efforts are going in that direction. I just wanted to give you an update. You may or may not have heard that Mike Hamman, who is the State Engineer, has actually put in his retirement notice for June 30th. He is now the Chairman of the Water Trust Board, so that's going to be changing once again. He leaves at the end of June. As soon as you get used to one person, they swap. That's happening to a really large degree in Santa Fe right now. There are some changes happening in the Senate and the House that are practically unprecedented for what's going on. There will be a huge learning curve after the elections in November. For all of those Freshman whether they are true

Freshman that are coming in for the first time or perhaps people that have been in the House now as Senators. All of those things are changing and turning over. Every year, it's a new endeavor. I do appreciate the opportunity that you guys have given us and look forward to working for you in the future. Is there anything I can do to answer your questions today?

City Attorney Rubin: I was just handed a note here. I'm actually the one that drew up the extension agreement. It's very short and sweet, but I'm looking here on Paragraph D. A couple of things, I appreciate Commissioner Forrister pointing this out. On Paragraph D, it says total contract \$30,000 + GRT at the City of Clovis, so we need to change that to Truth or Consequences. It actually brings up something else though.

Kathy Elliot, Civility: It's where the billing comes in though. The GRT is where the billing is generated. That's where GRT is generated.

City Attorney Rubin: So, it should be to Clovis then?

Kathy Elliot, Civility: It should be.

City Attorney Rubin: When we drew up this original contract, it was actually just for a 10 month period. We had \$3,000 a month times 10 months was a \$30,000 contract. Now, we're doing a one-year.

Kathy Elliot, Civility: That was another question I had. For a 12-month contract, it would be \$36,000.

City Attorney Rubin: So, I might want to say that in the extension it would be one year at \$3,000 per month totaling \$36,000.

Kathy Elliot, Civility: I appreciate that. Yes, sir.

City Attorney Rubin: Thank you, Commissioner Forrister, for bringing it up.

Mayor Hechler: Before we start discussion, I just want to make a couple of comments. One thing is that Manager Gonzales and I had the fortune to run into one of our constituents last year, and this person suggested we hire a lobbyist to get some of these things done. We took that information, and Manager Gonzales knew a couple of folks and we called them up. We had a late start, but the results are there. I think the results we got for our community were unprecedented. I don't know how much is attributed to our lobbyist, how much is attributed to us, but it all came together for some reason.

Kathy Elliot, Civility: I appreciate that, but I also know the hard work of your staff too that started before I ever came on board.

Mayor Hechler: So, we're very pleased with those results. For that reason, I'm okay with the contract at this point in time because we're going to get a running start for this next

year. That's what's going to be important for us. We had a couple of glitches when we started out getting to know who our legislators and representatives were and getting in contact with them. There was a little frustration initially, but once we got through it, we were successful. That's what we have to look at. Hence forward, I want to get started early on some things. I want to know what things you can do for us aside from what you've done in the past. For instance, we've got a couple of requests in through Gabe Vasquez and Senator Heinrich early for some funding. Will you be in a position to help follow those up?

Kathy Elliot, Civility: Absolutely. If you need a voice with them, I'd be happy to carry that with you.

Mayor Hechler: Traci, we should get that information to Kathy if we haven't already, so that she understands what we're applying for and what we're doing because I'd like to get that in front of them early and often so we can get that funding done. With that, I'll open it up for some comments or questions from our Commission.

Commissioner Fahl: Kathy, thank you for everything you've done. I guess I misunderstood the focus of your efforts. In my mind, a lobbyist went up there and was in front of our legislative people 2 or 3 days a week. I was concerned, half-way through the session, that I had spoken to 3 of them had contacted me, and they hadn't yet met you. I was irate about that. Now, after your talk, it appears you had focused most of your work with the Water Trust Board, which is important, but I didn't know that was the gist of her efforts. That's good that you got that done. Whether we're hiring her to do capital outlay specifically or not I think that having that close relationship. They need to know your face. I understand our Elephant Butte lobbyist, every Monday, he's in all of their offices. I hope this coming session that you set up some sort of routine similar to that because even if it's not capital outlay, you need to continue to advocate for us.

Kathy Elliot, Civility: I understand, and what I would like to do because this is our first year. We did get started late. This is about communication with you and me and them. I was given a bone to chase, and that was water money, and that's what I did. If we have better communication, then that's going to be my plan. As they know, when you go to Santa Fe, and you try to catch them in the middle of session, that's a crap shoot. They are just not in their offices hanging around like you think.

Commissioner Fahl: I've been to Santa Fe many years, so I understand that process.

Kathy Elliot, Civility: You sign in. You ask them. You leave your card, and you try to catch them. Even if you see them in the hallway, you have words, sentences not a relationship. That barrier has been broken since the session, and I know that will change. Also, as our people change, then I will take those words to heart.

Commissioner Fahl: I didn't have a response when they're calling me. Jay is here, so I know that the COG is up there the whole session. I don't know if it's in the scope of work or whatever, but Jay is one of our main advocates. I hope that somewhere in there, you

meet with them. He's up there all the time. That you partner up in helping us to get those things done.

Kathy Elliot, Civility: Absolutely, this is the first time that I've met Jay. As I do live there as well during the session.

Commissioner Fahl: That would be good. He lobbies for us too. The two of you together up there will really be a big bonus for us too.

Mayor Pro-Tem Forrister: I think we're in a really neat predicament where our Representatives and our Senator are here. They're from our community. I think we have really close ties with them. You were working on something. They were working on something. That is perfectly fine, and great. Let's keep rolling that way but to have a relationship where we're all on the same page. The more people that are working.

Commissioner Fahl: Then we know what to say. That communication would help us when they call us. Amanda and I have known most of them for years, so when they're calling us. We're dumbfounded when we don't have an answer. That makes us all look bad. We want to make sure that doesn't happen in the future.

Mayor Hechler: I really appreciated Commissioner Hoeppner coming to Santa Fe with me on several occasions. I think the results spoke for themselves. Whether we had any influence or not, I don't know. It helped. I want to open it up to the rest of the commission, so this next session is a 60-day session. We have a lot of work to do beforehand. One or two of us can go. I plan to go whenever I get a chance. I expect you to call me every time there's a meeting that I can attend. We need to do what we can do to help our community.

Commissioner Fahl: They have all those committee meetings year-round. Is that something you go to?

Kathy Elliot, Civility: Yes, I've already been to some.

Commissioner Fahl: Should some of us go to those or not? Some of us like hobnobbing.

Kathy Elliot, Civility: It depends upon your agenda and the meeting itself. If you have certain plans or ideas of bills that are going to be carried that are applicable to have a conversation. It's much more relaxed. As they're sitting down with their sub sandwich for lunch, you can actually sit with them and have the conversation, which is the beauty of interim. They really start to determine a lot of their thoughts and how this is going to play out in the session, in the summertime. In 60 days and forget 30. It's just a madhouse. The interim is really where you want to catch them and follow through. This is why this next month, you know, 6 weeks next month, and it goes into July, you start to establish not only what's on your ICIP. That's going to be coming up for those projects. Those ICIP projects are what you're going to be looking at, your capital outlay. It can be plan and design for capital outlay, but the reality is you're better off if you actually go into a construction project that's "shovel ready". They want to know that you guys have quote

“skin in the game”. These are all the words we constantly hear. Those ICIPs have to be ready to go with a list in August, so you’re going to be submitting those. Tell me what are going to be your top projects really are. We can have that conversation. That’s what I do honestly, for my other municipalities and some counties. You guys are lucky. Let me tell you that because you’ve got that really tight close relationship. You can say, Senator Brantley, can I just meet you down here for some coffee, and we can go through this, and she’s right there. That’s unique.

Commissioner Fahl: But we need to build those relationships with the other ones. They can’t sway everybody. I think going to some of those interim committee meetings and commissioners. So when they go up there, they recognize you as an elected official. I think that’s a bonus, so maybe you can help us keep on board with when those are or Jay can or whatever.

Kathy Elliot, Civility: We can team up on this. That’s perfectly fine. I still see, honestly, in the future, you guys looking for water money, infrastructure money. Those water and natural resources interim committee meetings are going to be the ones that we’re going to say, okay what are we really looking at as far as the possibilities here. That funding is going to continue into the future as we see it. We don’t expect major changes on that. The capital projects that Senator Brantley and Representative Armijo want to know are those things we’re going to be determining in August. That’s a little later on. That’s not as much an interim committee meeting, okay. That’s a yes, put this on a beautiful nice sheet of paper for me to understand this concisely. If you give them a book, they’re not going to read it. They don’t have the time because they’ve got all these different entities. Communication, phone calls. I pick up my phone. You guys probably do too because you’re now in the job to pick up your phone. I would just appreciate lots of input, and I will work as hard as I can for you. I know that Valerie will as well.

Mayor Pro-Tem Forrister: Every time we do ICIP plans and we rank them. I know what our Representatives are looking for. They want projects that are “shovel ready” that are in the specific dollar amount they can afford to be done. That necessarily isn’t our #1 priority. Our #1 priority is these higher things. I just don’t know what the best way to rank our ICIP list is.

Kathy Elliot, Civility: There’s no magic bullet there. These legislators that are in the rural areas, that are covering massive miles and different entities that they have to fund, have a limited amount of money that they can give to each. If you’re in the middle of Albuquerque, and you have 6 blocks, it’s a different story. Do I think that it’s wrong? Yes, I absolutely think that it’s impossible for them to be able to dole it out well. Do I think there are capital outlay changes coming down? Yes, I do. I talked with Cally Carswell who is in charge of capital outlay up there and she doesn’t like the program. Senator Munoz with senate finance doesn’t like capital outlay the way it is right now. Is that going to change in the next 6 months? Nope, it’s not. We are going to have to deal with it. You guys just take your best shot in fixing up a playground or a park or possibly a lift station, those things I know were on your list from last year. They would rather see a smaller project completed with capital outlay than pieces. They will accept phasing. They don’t like plan

& design for capital outlay. Those are other discussions we can have. That's the nature of the beast. That's where you find the good deep money pockets are. Santa Fe is really starting to allocate to departments more money for projects rather than through the legislators.

Mayor Hechler: We're getting ready to go through the process of ICIP, capital outlay, all those things. We know where the big pots of money are. We're going to be competing with every other community out there. We have to put a good package together, and we have to really work hard. I think we need to go to a phased approach. We got phase 1 done with our water. We got a good sum of money that we're going to have to spend over the next couple of years, but that's just phase 1. We have to paint the picture that it's just the tip of the iceberg for our community. It's not going to solve all our problems. It's not going to solve a fourth of our problems. Phase 2 is coming up. We have to work on that. I also see that we have a huge problem with wastewater now. We have to deal with that. I'm hoping that this commission will look at those projects and put them in prominent locations for our ICIP requests. We have to get those up here on top of that list as far as we can. I don't want to forget that we have quality of life issues in this community. We have to have a little bit of fun in our community too. We have to have some things that improve the quality of life. I know they're different pots of money. We have to have a very diverse system that we go through to get a little bit of everything that we can. We'll keep those things in mind when we put our planning together.

Assistant City Manager Alvarez: In regard to your comment pertaining to past ICIPs. If we're going to apply for USDA, Water Trust Board, Colonias, they at least have to be on the ICIP, right. We put those large items on the ICIP to make us eligible for all those funding CDBG and everything. We haven't necessarily focused on the smaller capital outlay items. I think us working and getting the learning curve of where we structure those items. I will be reaching out to her regarding what's on our list currently before I come back to you guys for a public hearing on the ICIP and get some guidance on maybe how to structure that this year or how to cut it down. They did move the date up to July for this year.

Mayor Pro-Tem Forrister: I think just when we go to our Representatives for capital outlay requests, because our top 5 on our ICIP, are things we don't need to go to them for because those are \$20 million dollar things, and there's just no way. They like to fund a complete project.

Kathy Elliot, Civility: They're not comparing your numerical list on the ICIP to what the sheets of paper ask for on capital outlay.

Assistant City Manager Alvarez: I think that's where the confusion comes in with the public. You guys rank the top 5 big items that we're putting in for applications. Then we go to legislators for capital outlay that are a different ranking. Then there's just that assumption out there that now we're asking for money for something that wasn't even in our top 5.

Mayor Pro-Tem Forrister: They hound us because we went to our Representatives to do a park or a pool or whatever. Those are maybe smaller things we can get funded through our Representatives and not where we go for big pots of money.

Kathy Elliot, Civility: Yes. It's a realistic approach to getting capital outlay.

City Attorney Rubin: Suggested adding a sentence in agreement extension to clarify the continued agreement of \$3,000 per month + GRT.

Kathy Elliot, Civility: Agreed to the additional language in the agreement.

Commissioner Fahl moved to approve the agreement extension between the City of Truth or Consequences and Civility Government Relations with the amendment mentioned by City Attorney Rubin. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Update: Water Update.

Arnie Castaneda, Water/Wastewater Director reported on the current and upcoming water projects. (Presentation attached hereto and made a part hereof).

4. Discussion/Action: Professional Services Contract between the City of Truth or Consequences and Asplundh Electrical Testing, LLC.

Bo Easley, Electric Division Director: Reviewed the work that Asplundh is qualified to do, the scope of work they do for the City, and the details of the contract. Also provided information that the company used to be American Electrical Testing.

City Attorney Rubin: Bo, I'd like to just clarify a couple of things. I brought the old contract with me that we had with American Electrical Testing. The contract called for one year from November 2020 through June 30, 2021, but it's been renewed consistently since then, correct? It's still in effect through June of this year, correct?

Bo Easley, Electric Division Director agreed.

City Attorney Rubin: I was comparing the contracts. They're almost the same. The only difference I saw is this new contract does give us a little more detail of the scope of work attached as Exhibit A. The compensation was \$50,000, but now, it's going to be \$59,995 per year. Everything else is the same. The new contract does call for a 4-year termination period, but it can be terminated without cause any time by giving a 30-day notice. Everything else stays the same.

CITY COMMISSION MAY 8, 2024 REGULAR MEETING MINUTES

Mayor Hechler: Jay, how is the compensation arrived at? Do we pay as we go, or do we pay the automatic \$59,000?

Bo Easley, Electric Division Director: We pay for the services that we get.

Commissioner Fahl: Just not to exceed that amount annually.

Mayor Hechler: What did you use them for last year?

Bo Easley, Electric Division Director: They came in and tested all of our relays. They tested all our breakers to make sure they were all operational, clean up all the dirt and do all the samples of our transformers. Test our transformers and make sure they work.

Mayor Hechler: Do they do that throughout the year? Do they make one visit, or how do they handle most of that?

Bo Easley, Electric Division Director: It usually takes them about a week. What I usually like to do is have them do half one year and do the other half the next year. If they do it all at once, it does exceed \$60,000, so I have them do half one year and the other half the other year, and vice versa.

City Manager Gonzales: Anything over \$60,000 has to be bid out because it's the professional services.

Mayor Pro-Tem Forrister: Jay, on the compensation, it does say that we give payment for services that are satisfactorily performed, but it says a lump sum.

City Attorney Rubin: I was actually going to ask that question just now. The other contract said lump sum also, but you're saying it's not really happening that way.

Bo Easley, Electric Division Director: No. They get paid for the work they come and do.

Mayor Pro-Tem Forrister: Then it says it shall not exceed \$64,000.

City Attorney Rubin: If you'd like, we can change from a lump sum to an amount not to exceed \$59,000. I understand the concerns that are being raised. We can make that change.

Cross discussion about how the contractor is being paid. Everyone agreed the language in contract should be changed.

Commissioner Fahl moved to approve the Professional Services Contract between the City of Truth or Consequences and Asplundh Electrical Testing, LLC with amendment as mentioned by City Attorney Rubin. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

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

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

6. Discussion/Action: FY 24/25 Sub-Recipient Grant Application for Truth or Consequences & Sierra County Chamber of Commerce.

This item was removed from the agenda.

7. Discussion/Action: City Manager Contract.

Mayor Hechler: We have before us our annual contract for our City Manager. This is her one year anniversary. I'll note that we've met some of the requirements in that we've now established some goals, which we did last meeting. Henceforth, you'll have some goals that you can look at, Ms. Gonzales, to formulate your actions and report back in regards to. I'll open it up for discussions concerning the contract.

Mayor Pro-Tem Forrister: I've seen it. It looks good, we've been over her goals, and I look forward to another year working with her.

Mayor Hechler: With the contract, I'd like to propose that we allow a \$10,000 a year increase for Manager Gonzales. Her current salary is \$90,000, so this will bring it up to an even \$100,000. Looking at the budget and what we've expended in previous years, we're still well under what we paid before. We're getting a bargain. Maybe we can make an adjustment down the road as we get things done. I know Manager Gonzales has been operating without a Finance person, and she's been kind of stuck in the Finance office doing those things for our budgets. I really appreciate that we have the expertise in our City Manager to do some of those things. Hopefully, down the road, we'll have a new Finance person who can help relieve you of some of those duties and get you focused on some of the goals we've assigned to you.

Mayor Pro-Tem Forrister made a motion to approve the City Manager Contract with the salary increase of \$10,000 annual increase. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

CITY COMMISSION MAY 8, 2024 REGULAR MEETING MINUTES

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 11:13 a.m.

Passed and Approved this 12th day of June, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



Current and Up Coming Water Projects

Water Projects and the funding

Funding Sources

- Our funding sources are coming from several funding sources to include;
 - USDA-9.4 million (2019), 7.5 million(2021)
 - Water Trust Board- 16 million(2024), 712,000(2020)
 - Senator Martin Heinrich- 1.6 million (2024)
 - Capital Outlay- 4.3 million(2023)
 - Colonias Infrastructure Board-4.4 million(2024),550,000(2022)
 - Drinking Water State Revolving Loan Fund-1.23 million (2019)



New Mexico
Department of Finance
and Administration



NEW MEXICO
FINANCE AUTHORITY

Main Street District

USDA 9.4 million(2019)

- This is the project includes the replacement of the water lines Downtown, Cook St. Booster and Morgan St. Booster. Approximately 7 miles of transmission lines
- Project is mostly complete we are waiting on electrical components for the Cook St. Booster, and Pump installation



Water System Improvements

\$1.23 million (DWSRLF) (2019) and 550,000 (Colonias Infrastructure Board)(2022)

- Waterline replacement on
 - Marshall St.
 - Pershing St.
 - Second Ave.



Austin St. and Booster Station

\$712,000 (Water Trust Board)(2020)

- Replacement of Booster pumps at Morgan Booster station
- Replacement of the Cielo Vista Booster Station
- SCADA equipment (pending installation)
- Waterline of Austin St.



WSPI-1

\$7.5 million(USDA)(20211)

- Water system Improvements
 - Installation of seven (PRVs) Pressure Regulating Valves
 - 1800~ linear feet of 6,8,10,12,14 inch c-900 pvc pipe.



Critical WA

\$16 million (Water Trust Board)(2024) , \$1.6 million (Sen. Heinrich) (2024) matching fund and \$4.4 million (Colonias Infrastructure Board) (2024)



- This project includes the waterline replacement of Veater St., South Metals streets and the North Metal streets.
- The funding will cover the cost of Design and Construction

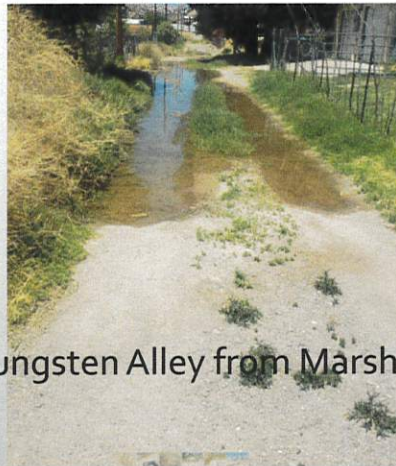


Critical WA

There are currently 10 leaks on Veater and 6 in the alley between Tungsten and Mercury



Tungsten alley from Veater



Tungsten Alley from Marshall



Example on a leak in the alley



Example of a leak on Veater

Shovel Ready Projects

\$4.3 million (Capital Outlay)

- Phase 1- this will include waterline and PRV at 6th St and Broadway, the Transmission line from Cook St. to Morgan Booster station, and water storage tank at Cook St.
- Phase 2- Waterline replacement on E Riverside and Date St.
- Phase 3- Shortfalls from 2nd St., 8th St. and 9th St. water line and WSPI 1.
- The funding will cover the Bid documents and construction





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: G.2

SUBJECT: City Commission Special Budget Minutes, May 15, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: June 6, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- -
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-12-24

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, MAY 15, 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 was absent
Hon. Merry Jo Fahl, Commissioner
Hon. Ingo Hoeppner, Commissioner

Also Present: Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Angela A. Torres, City Clerk-Treasurer
Kerin Salcedo, Interim Finance Director
Department Directors

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

2. PLEDGE OF ALLEGIANCE:

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

3. APPROVAL OF AGENDA:

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

C. WORKSHOP:

1. Discussion/Action: Resolution No. 44 23/24 Approval of the Preliminary (Interim) FY 2024-25 Budget.

City staff and the Governing Body reviewed the changes to the Preliminary (Interim) FY 2024-25 Budget. (Copy of Preliminary (Interim) FY 2024-25 Budget attached hereto and made a part hereof).

Commissioner Fahl moved to approve Resolution No. 44 23/24 Approval of the Preliminary (Interim) FY 2024-25 Budget. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

D. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 12:41 p.m.

Passed and Approved this 12th day of June, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

City of Truth or Consequences



2024-2025
Interim Budget

City of Truth or Consequences
Sierra County

Fiscal Year

Interim Budget
2025

Fund No.	Fund	Unaudited Beginning Cash Balance	Investments	Estimated Revenues	Net Cash Transfers	Budgeted Expend.	Estimated Ending Cash Balance	DFA Local Reserve Requirement	Adjusted Ending Cash Balance
101	General Fund	\$ 3,650,000	\$ 1,141,015.55	\$ 5,435,000	\$ (587,790)	\$ 7,294,155	\$ 2,344,071	\$ 607,846	\$ 1,736,224.31
SPECIAL REVENUE FUNDS									
201	Correction	\$ 100,000	\$ -	\$ -	\$ -	\$ 75,000	\$ 25,000		\$ 25,000.00
209	Fire Protection Fund	\$ 1,227,280	\$ -	\$ 376,885	\$ -	\$ 1,604,165	\$ -		\$ -
211	Law Enforcement	\$ -	\$ -	\$ 116,000	\$ -	\$ 116,000	\$ -		\$ -
212	Law Enforcement Recruitment Fund	\$ -	\$ -	\$ 68,000	\$ -	\$ 68,000	\$ -		\$ -
213	Law Enforcement Recruitment Fund	\$ -	\$ -	\$ 112,500	\$ -	\$ 112,500	\$ -		\$ -
214	Lodger's Tax	\$ 850,000	\$ -	\$ 476,350	\$ (55,000)	\$ 736,930	\$ 534,420		\$ 534,420.00
216	Municipal Street	\$ 1,440,000	\$ -	\$ 1,430,765	\$ (112,466)	\$ 1,754,850	\$ 1,003,449		\$ 1,003,449.00
217	Recreation Fund	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ 2		\$ 2.00
250	American Rescue Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
280	Cannabis	\$ 5,000	\$ -	\$ 65,000	\$ (65,000)	\$ 1,500	\$ 3,500		\$ 3,500.00
293	Veterans Wall Perpetual Care	\$ 550	\$ -	\$ -	\$ -	\$ -	\$ 550		\$ 550.00
294	State Library	\$ -	\$ -	\$ 39,395	\$ -	\$ 39,395	\$ -		\$ -
295	Municipal Pool	\$ 30,000	\$ -	\$ 8,700	\$ 100,000	\$ 132,685	\$ 6,015		\$ 6,015.00
296	PD GRT Fund	\$ 275,000	\$ -	\$ 400,200	\$ -	\$ 285,000	\$ 390,200		\$ 390,200.00
298	PD Donations	\$ 12,500	\$ -	\$ 12,500	\$ -	\$ 22,500	\$ 2,500		\$ 2,500.00
299	Special Revenue Funds	\$ 250.00	\$ -	\$ 250	\$ -	\$ -	\$ 500		\$ 500.00
Subtotal		\$ 3,940,582.00	\$ -	\$ 3,106,545	\$ (132,466)	\$ 4,948,525	\$ 1,966,136		\$ 1,966,136.00
ENTERPRISE FUNDS									
501	Cemetery	\$ 65,000	\$ -	\$ 15,030	\$ -	\$ 32,000	\$ 48,030		\$ 48,030.00
502	Utility Office	\$ 95,500	\$ -	\$ 92,000	\$ 260,280	\$ 447,770	\$ 10		\$ 10.00
503	Electric Division	\$ 3,100,000	\$ -	\$ 7,806,400	\$ (404,023)	\$ 6,856,350	\$ 3,646,027		\$ 3,646,027.00
504	Water Division	\$ 375,000	\$ -	\$ 1,800,000	\$ (531,787)	\$ 1,440,385	\$ 2,828		\$ 2,828.00
505	Solid Waste Division	\$ 500,000	\$ 457,085.19	\$ 2,495,500	\$ (236,325)	\$ 2,408,950	\$ 807,310		\$ 807,310.19
506	Waste Water Division	\$ 500,000	\$ -	\$ 1,251,000	\$ (284,613)	\$ 1,176,470	\$ 289,917		\$ 289,917
998- Jt. Utility Subtotal		\$ 4,570,500	\$ -	\$ 13,244,900	\$ (1,196,468)	\$ 12,329,925	\$ 4,746,092		\$ 4,746,082.19
508	Golf Course	\$ 50,000	\$ -	\$ 53,550	\$ 255,000	\$ 322,245	\$ 36,305		\$ 36,305.00
509	Municipal Airport	\$ 45,000	\$ -	\$ 27,160	\$ 250,000	\$ 298,615	\$ 23,545		\$ 23,545.00
Subtotal		\$ 4,730,500	\$ 457,085	\$ 13,340,640	\$ (691,468)	\$ 12,982,785	\$ 4,853,972		\$ 4,853,972

Fund No.	Fund	Unaudited Beginning Cash Balance	Investments	Estimated Revenues	Net Cash Transfers	Budgeted Expend.	Estimated Ending Cash Balance	DFA Local Reserve Requirement	Adjusted Ending Cash Balance
CAPITAL PROJECTS FUNDS									
301	Water/WW/EFFL Water Refuse	\$ 222,758	\$ 104,445.38	\$ 3,800	\$ -	\$ 150,000	\$ 181,004		\$ 181,003.67
303	Veterans Wall	\$ 2,856	\$ -	\$ -	\$ 2,000	\$ 4,500	\$ 356		\$ 356.00
304	Senior State Grant	\$ 6,934	\$ -	\$ 227,000	\$ -	\$ 142,000	\$ 91,934		\$ 91,934.00
305	Capital Imp. (General)	\$ 85,427	\$ -	\$ 445,570	\$ -	\$ 530,500	\$ 497		\$ 497.00
306	Capital Imp. (Jt. Utility)	\$ 52,327	\$ -	\$ 100	\$ -	\$ 50,000	\$ 2,427		\$ 2,427.00
307	Golf Course Imp. Fund	\$ 1,420	\$ -	\$ -	\$ -	\$ -	\$ 1,420		\$ 1,420.00
311	R & R Sewer	\$ -	\$ 149,984.66	\$ 2,000	\$ -	\$ -	\$ 151,985		\$ 151,984.66
312	R & R Airport	\$ 5,725	\$ -	\$ 742,000	\$ -	\$ 742,000	\$ 5,725		\$ 5,725.00
313	R & R Water	\$ -	\$ 132,535.05	\$ 1,500	\$ -	\$ -	\$ 134,035		\$ 134,035.05
314	CDBG Fund	\$ -	\$ -	\$ 750,000	\$ 75,000	\$ 825,000	\$ -		\$ -
315	Capital Improvement Reserves	\$ 2,314,887	\$ -	\$ 2,600,000	\$ 140,392	\$ 2,600,000	\$ 2,455,279		\$ 2,455,279.00
316	Emergency Repair Reserves	\$ 124,893	\$ 42,345.39	\$ 300	\$ 12,500	\$ -	\$ 180,038		\$ 180,038.39
317	Waste Water Repair Reserves	\$ 105,850	\$ 106,030.16	\$ 600	\$ 20,030	\$ 75,000	\$ 157,510		\$ 157,510.16
318	Electrical Const. Reserves	\$ 38,181	\$ 89,449.11	\$ 420	\$ 10,000	\$ -	\$ 138,050		\$ 138,050.11
320	USDA Water System Improvements	\$ -	\$ -	\$ 1,725,000	\$ -	\$ 1,725,000	\$ -		\$ -
321	USDA Water System Improvements	\$ -	\$ -	\$ 7,531,000	\$ -	\$ 7,531,000	\$ -		\$ -
360	NMFA Projects	\$ 340,070	\$ -	\$ 535,000	\$ -	\$ 535,000	\$ 340,070		\$ 340,070.00
370	Water Trust Board Projects	\$ 318,797	\$ -	\$ 645,000	\$ -	\$ 645,000	\$ 318,797		\$ 318,797.00
380	Other State Funded Projects	\$ 701,633	\$ -	\$ 2,392,411	\$ 46,908	\$ 2,392,411	\$ 748,541		\$ 748,541.00
	Subtotal	\$ 4,321,758.29	\$ 624,788.75	\$ 17,601,701	\$ 306,830	\$ 17,947,411	\$ 4,907,668		\$ 4,907,668.04
FIDUCIARY & INTERNAL SVC. FUNDS									
700	Court Bond Fund	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000		\$ 1,000.00
600	Internal Service Fund	\$ 45,211	\$ -	\$ 20,000	\$ 100,790	\$ 166,000	\$ 1		\$ 1.00
	Subtotal	\$ 46,211	\$ -	\$ 20,000	\$ 100,790	\$ 166,000	\$ 1,001.00		\$ 1,001.00
DEBT SERVICE FUND									
403	Pledge State Tax	\$ 250,000	\$ 2,164,499.45	\$ 461,715	\$ 1,004,104	\$ 1,414,320	\$ 2,465,998		\$ 2,465,998.45
	Subtotal	\$ 250,000	\$ 2,164,499.45	\$ 461,715	\$ 1,004,104	\$ 1,414,320	\$ 2,465,998.45		\$ 2,465,998.45
GRAND TOTAL (ALL FUNDS)		\$ 16,939,051	\$ 4,387,390	\$ 39,965,601	\$ -	\$ 44,753,196	\$ 16,538,846	\$ 607,846	\$ 15,930,999.99

CITY OF TRUTH OR CONSEQUENCES BUDGET FOR FISCAL YEAR 7/1/24 TO 6/30/25

	General Fund Revenues	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Actual	Fiscal Year 2022-23 Actual	Fiscal Year 2023-24 FINAL	2023-24 Budget w/bars	YTD 4/30/2024	3 year Average Prior to 23-24	Fiscal Year 2024-25 INTERIM
	Municipal Taxes								
101-1099-30311	Franchise Tax	\$ 44,032	\$ 50,590	\$ 58,105	\$ 52,000	\$ 52,000	\$ 53,590	\$ 50,909	\$ 55,000
101-1099-30312	Gross Receipts - Hospital	\$ 271,120	\$ 309,514	\$ 436,349	\$ 280,000	\$ 565,550	\$ 460,643	\$ 338,994	\$ 300,000
101-1099-30313	1/8% Infrastructure	\$ 180,811	\$ 207,732	\$ 178	\$ -	\$ -	\$ -	\$ 129,574	\$ -
101-1099-30314	Gross Receipts (3/4%)	\$ 1,174,853	\$ 1,341,227	\$ 1,890,846	\$ 1,500,000	\$ 2,450,715	\$ 1,996,118	\$ 1,468,975	\$ 1,750,000
101-1099-30315	HB-6 Tax Revenue	\$ 130,754	\$ 23,773	\$ -	\$ -	\$ -	\$ -	\$ 51,509	\$ -
101-1099-30316	1/4% MGRT (POLICE)	\$ -	\$ -	\$ 239,028	\$ 140,000	\$ 358,945	\$ 292,019	\$ 79,676	\$ 250,000
101-1099-30318	Property Tax - Current Year	\$ 181,391	\$ 178,865	\$ 186,072	\$ 175,000	\$ 175,000	\$ 147,467	\$ 182,109	\$ 180,000
101-1099-30319	Property Tax -Prior Year	\$ 15,715	\$ 7,514	\$ 15,322	\$ 12,000	\$ 12,000	\$ 8,042	\$ 12,850	\$ 12,000
	SUB TOTAL	\$ 1,998,675	\$ 2,119,215	\$ 2,825,900	\$ 2,159,000	\$ 3,614,210	\$ 2,957,878	\$ 2,314,597	\$ 2,547,000
	State Shared Taxes								
101-1099-30326	Auto License Dist. 40%	\$ 24,994	\$ 21,906	\$ 28,451	\$ 22,000	\$ 22,000	\$ 20,813	\$ 25,117	\$ 25,000
101-1099-30325	Gross Receipts Tax 1.225	\$ 1,808,197	\$ 2,056,662	\$ 2,487,886	\$ 1,900,000	\$ 3,107,755	\$ 2,529,971	\$ 2,117,582	\$ 2,000,000
	SUB TOTAL	\$ 1,833,191	\$ 2,078,568	\$ 2,516,337	\$ 1,922,000	\$ 3,129,755	\$ 2,550,784	\$ 2,142,699	\$ 2,025,000
	Licenses and Permits								
101-1099-33331	Animal Licenses	\$ 1,447	\$ 1,434	\$ 1,761	\$ 1,500	\$ 1,500	\$ 1,349	\$ 1,547	\$ 1,500
101-1099-33334	Business Lic/Reg	\$ 17,410	\$ 17,495	\$ 18,095	\$ 17,500	\$ 17,500	\$ 17,020	\$ 17,667	\$ 17,500
101-1099-33335	Liquor Licenses	\$ 3,750	\$ 3,000	\$ 4,000	\$ 3,500	\$ 3,500	\$ 500	\$ 3,583	\$ 3,500
101-1099-33338	Other	\$ 3,202	\$ 3,824	\$ 4,330	\$ 3,000	\$ 3,000	\$ 4,310	\$ 3,785	\$ 3,500
	SUB TOTAL	\$ 25,809	\$ 25,753	\$ 28,186	\$ 25,500	\$ 25,500	\$ 23,179	\$ 26,583	\$ 26,000
	Charges for Services								
101-1099-34343	Animal Pound Fees	\$ 68,190	\$ 86,425	\$ 102,093	\$ 70,000	\$ 70,000	\$ 89,992	\$ 85,569	\$ 85,000
101-1099-34346	Printing and Copying	\$ 994	\$ 1,543	\$ 3,016	\$ 1,200	\$ 1,200	\$ 5,005	\$ 1,851	\$ 3,500
101-1099-34348	Rent of Public Facilities	\$ 69,533	\$ 79,077	\$ 99,718	\$ 73,000	\$ 73,000	\$ 48,888	\$ 82,776	\$ 82,500
101-1099-34355	Other Charges for Services	\$ 6,954	\$ 6,672	\$ 8,440	\$ 6,000	\$ 6,000	\$ 4,856	\$ 7,355	\$ 6,000
	SUB TOTAL	\$ 145,671	\$ 173,717	\$ 213,266	\$ 150,200	\$ 150,200	\$ 148,741	\$ 177,551	\$ 177,000
	Fines and Forfeits								
101-1099-35362	Court Fines	\$ 3,771	\$ 5,575	\$ 2,558	\$ 500	\$ 500	\$ 1,880	\$ 3,968	\$ -
101-1099-32365	AOC/JID Computer System	\$ 8,172	\$ 18,054	\$ 3,363	\$ 500	\$ 500	\$ 3,628	\$ 9,863	\$ -
101-1099-37371	Other/Donations	\$ 5,482	\$ 6,532	\$ 7,651	\$ -	\$ 2,797	\$ 5,039	\$ 6,555	\$ 5,000
	SUB TOTAL	\$ 17,425	\$ 30,161	\$ 13,572	\$ 1,000	\$ 3,797	\$ 10,547	\$ 20,386	\$ 5,000
	Miscellaneous Rev								
101-1099-38372	Insurance Recovery	\$ -	\$ 1,483	\$ 5,287	\$ -	\$ 35,689	\$ 35,688	\$ 2,257	\$ -
101-1099-36373	Interest Income	\$ 632	\$ 1,810	\$ 2,957	\$ 1,000	\$ 1,000	\$ 3,069	\$ 1,799	\$ 3,500
101-1099-37374	Surplus Auction	\$ -	\$ 3,035	\$ -	\$ -	\$ 843	\$ 844	\$ 1,012	\$ 1,000
101-1099-34376	Williamsburg - PD	\$ 10,000	\$ 10,000	\$ 4,167	\$ -	\$ -	\$ -	\$ 8,056	\$ -
101-1099-34377	School Resource Officer	\$ -	\$ -	\$ 59,000	\$ 59,000	\$ 59,000	\$ 44,250	\$ 19,667	\$ 59,000
101-1099-37390	Property Sales	\$ 26,000	\$ 97,850	\$ 134,501	\$ 30,000	\$ 30,000	\$ -	\$ 86,117	\$ 10,000
101-1099-36410	Investment Income	\$ -	\$ -	\$ 3,622	\$ 2,000	\$ 2,000	\$ 4,455	\$ 1,207	\$ 5,000
101-1099-37380	Miscellaneous Revenue	\$ 1,873	\$ 82,731	\$ 32,961	\$ 1,000	\$ 7,000	\$ 7,828	\$ 39,188	\$ 5,000
101-1099-37384	Communications Lease	\$ 2,100	\$ 2,100	\$ 375,830	\$ 645,000	\$ 645,000	\$ 655,645	\$ 126,677	\$ 350,000
	SUB TOTAL	\$ 40,605	\$ 199,010	\$ 618,324	\$ 738,000	\$ 780,532	\$ 751,779	\$ 285,979	\$ 433,500

CITY OF TRUTH OR CONSEQUENCES BUDGET FOR FISCAL YEAR 7/1/24 TO 6/30/25

	General Fund Revenues	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Actual	Fiscal Year 2022-23 Actual	Fiscal Year 2023-24 FINAL	2023-24 Budget w/bars	YTD 4/30/2024	3 year Average Prior to 23-24	Fiscal Year 2024-25 INTERIM
	State								
101-1099-32381	NM Beautification	\$ 48,660	\$ -	\$ 6,667	\$ 5,000	\$ 5,000	\$ -	\$ 18,443	\$ -
101-1099-32380	Local/State Grants	\$ 6,682	\$ -	\$ 46,645	\$ 662,019	\$ 726,051	\$ 361,370	\$ 17,776	\$ -
101-1099-32387	OBD/DWI SATURATION	\$ 4,579	\$ 6,410	\$ 4,830	\$ 12,382	\$ 24,594	\$ 11,163	\$ 5,273	\$ -
101-1099-32392	Small Cities Assistance	\$ 206,444	\$ 385,911	\$ 336,399	\$ 300,000	\$ 300,000	\$ 133,178	\$ 309,584	\$ 200,000
101-1050-32375	Other State Grants	\$ -	\$ -	\$ -	\$ -	\$ 36,375	\$ -	\$ -	\$ -
101-1099-31385	JAF Grant	\$ 7,192	\$ 3,812	\$ -	\$ -	\$ -	\$ -	\$ 3,668	\$ -
101-1099-30394	Lodgers Tax / State Fire Adm. Fee	\$ 15,000	\$ 15,000	\$ 68,283	\$ 60,287	\$ 60,287	\$ 21,500	\$ 32,761	\$ 21,500
	SUB TOTAL	\$ 288,557	\$ 411,132	\$ 462,824	\$ 1,039,688	\$ 1,152,307	\$ 527,211	\$ 387,504	\$ 221,500
	GRAND TOTAL REVENUES	\$ 4,349,932	\$ 5,037,556	\$ 6,678,409	\$ 6,035,388	\$ 8,856,301	\$ 6,970,120	\$ 5,355,299	\$ 5,435,000
	Transfers IN								
	(503) Electric	\$ 1,400,000	\$ 1,400,000	\$ -					
	(504) Water	\$ 50,000	\$ 50,000	\$ 187,500					
	(280) Cannabis				\$ 138,900	\$ 138,900	\$ -		\$ 65,000
	(212) Law Enforcement Recruitment				\$ 1,543				
	(304) Senior Grant	\$ 45,670	\$ 45,670	\$ -					
	(305) CI General	\$ 67	\$ 67	\$ -					
	(309) USDA WWTP								
	(505) Solid Waste	\$ 75,000.00	\$ 75,000.00	\$ 250,000.00					
	(506) Waste Water	\$ 100,000.00	\$ 100,000.00	\$ 187,500.00					
	(214) Lodgers Tax	\$ 35,000.00	\$ 35,000.00	\$ -					
	(217) Recreation	\$ 19,210.00	\$ 19,210.00	\$ -					
	(297) PD Confid	\$ -	\$ -	\$ 5,432.15					
	(296) PD GRT	\$ 10,000.00	\$ 10,000.00	\$ 722,048.00					
0 Transfers In		\$ 1,734,947	\$ 1,734,947	\$ 1,352,480	\$ 140,443	\$ 138,900	\$ -	\$ -	\$ 65,000
	Rev. + Transfers Total	\$ 6,084,879	\$ 6,772,503	\$ 8,030,889	\$ 6,175,831	\$ 8,995,201	\$ 6,970,120	\$ 5,355,299	\$ 5,500,000

CITY OF TRUTH OR CONSEQUENCES BUDGET FOR FISCAL YEAR 7/1/24 TO 6/30/25

General Fund Expenditures	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Actual	Fiscal Year 2022-23 Actual	Fiscal Year 2023-24 FINAL	Fiscal Year 2023-24 Budget w/bars	4/30/2024 YTD	2024-25 INTERIM	% Change
1000 Governing Body									
Personnel Services	\$ 33,036	\$ 32,403	\$ 39,884	\$ 67,174	\$ 67,492	\$ 67,492	\$ 55,978	\$ 67,180	0%
Operating Expense	\$ 107,494	\$ 176,567	\$ 184,530	\$ 124,145	\$ 237,960	\$ 237,960	\$ 150,547	\$ 232,500	-2%
Capital Outlay:					\$ -				
SUB TOTAL	\$ 140,530	\$ 208,970	\$ 224,414	\$ 191,319	\$ 305,452	\$ 305,452	\$ 206,525	\$ 299,680	-2%
1001 City Clerk									
Personnel Services	\$ 133,055	\$ 139,732	\$ 159,167	\$ 162,309	\$ 193,681	\$ 180,808	\$ 139,022	\$ 202,300	4%
Operating Expense	\$ 31,469	\$ 23,068	\$ 22,925	\$ 23,069	\$ 47,548	\$ 82,121	\$ 67,913	\$ 36,300	-24%
Capital Outlay:	\$ -	\$ -	\$ -	\$ -	\$ -				
SUB TOTAL	\$ 164,524	\$ 162,800	\$ 182,092	\$ 185,378	\$ 241,229	\$ 262,929	\$ 206,935	\$ 238,600	-1%
1003 City Manager									
Personnel Services	\$ 209,349	\$ 237,079	\$ 259,855	\$ 277,844	\$ 188,322	\$ 205,522	\$ 169,202	\$ 203,295	8%
Operating Expense	\$ 169,587	\$ 28,666	\$ 25,588	\$ 11,655	\$ 19,132	\$ 19,132	\$ 17,045	\$ 17,075	-11%
Capital Outlay:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTAL	\$ 378,936	\$ 265,745	\$ 285,443	\$ 289,499	\$ 207,454	\$ 224,654	\$ 186,247	\$ 220,370	6%
1004 Administrative Services									
Personnel Services	\$ 338,361	\$ 356,078	\$ 357,646	\$ 395,571	\$ 439,102	\$ 435,562	\$ 307,583	\$ 516,055	18%
Operating Expense	\$ 171,786	\$ 63,828	\$ 49,866	\$ 59,414	\$ 81,300	\$ 84,840	\$ 55,286	\$ 59,900	-26%
Capital Outlay:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTAL	\$ 510,147	\$ 419,906	\$ 407,512	\$ 454,985	\$ 520,402	\$ 520,402	\$ 362,869	\$ 575,955	11%

CITY OF TRUTH OR CONSEQUENCES BUDGET FOR FISCAL YEAR 7/1/24 TO 6/30/25

General Fund Expenditures	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Actual	Fiscal Year 2022-23 Actual	Fiscal Year 2023-24 FINAL	Fiscal Year 2023-24 Budget w/bars	4/30/2024 YTD	2024-25 INTERIM	% Change
1005 Fire									
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Expense	\$ 21,500	\$ 21,500	\$ 21,500	\$ 21,500	\$ 21,500	\$ 21,500	\$ 21,500	\$ 21,500	0%
Capital Outlay:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTAL	\$ 21,500	\$ 21,500	\$ 21,500	\$ 21,500	\$ 21,500	\$ 21,500	\$ 21,500	\$ 21,500	0%
1006 Animal Shelter									
Personnel Services	\$ 125,003	\$ 143,485	\$ 144,844	\$ 151,933	\$ 176,002	\$ 177,002	\$ 132,075	\$ 210,460	20%
Operating Expense	\$ 28,660	\$ 35,865	\$ 34,046	\$ 43,394	\$ 45,350	\$ 84,365	\$ 40,641	\$ 49,400	9%
Capital Outlay:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTAL	\$ 153,663	\$ 179,350	\$ 178,890	\$ 195,327	\$ 221,352	\$ 261,367	\$ 172,716	\$ 259,860	17%
1007 Police									
Personnel Services	\$ 1,017,422	\$ 1,097,007	\$ 1,061,491	\$ 1,133,343	\$ 1,442,844	\$ 1,455,056	\$ 1,213,417	\$ 1,550,690	7%
Operating Expense	\$ 424,486	\$ 359,297	\$ 386,351	\$ 389,589	\$ 438,970	\$ 508,160	\$ 520,840	\$ 421,000	-4%
Capital Outlay:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTAL	\$ 1,441,908	\$ 1,456,304	\$ 1,447,842	\$ 1,522,932	\$ 1,881,814	\$ 1,963,216	\$ 1,734,257	\$ 1,971,690	5%
1008 Animal Control									
Personnel Services	\$ 166,946	\$ 166,614	\$ 145,779	\$ 150,736	\$ 153,989	\$ 153,989	\$ 114,533	\$ 172,150	12%
Operating Expense	\$ 67,000	\$ 10,861	\$ 17,777	\$ 21,495	\$ 31,200	\$ 31,200	\$ 14,704	\$ 23,450	-25%
Capital Outlay:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTAL	\$ 233,946	\$ 177,475	\$ 163,556	\$ 172,231	\$ 185,189	\$ 185,189	\$ 129,237	\$ 195,600	6%
1009 Parks & Recreation									
Personnel Services	\$ 181,280	\$ 255,311	\$ 115,268	\$ 147,135	\$ 240,516	\$ 240,516	\$ 97,072	\$ 221,950	-8%
Operating Expense	\$ 134,626	\$ 160,233	\$ 131,991	\$ 134,866	\$ 121,150	\$ 123,550	\$ 85,832	\$ 116,700	-4%
Capital Outlay:	\$ 101,987	\$ -	\$ -	\$ 75,115	\$ 20,000	\$ 637,975	\$ 424,983	\$ 20,000	0%
SUB TOTAL	\$ 417,893	\$ 415,544	\$ 247,259	\$ 357,116	\$ 381,666	\$ 1,002,041	\$ 607,887	\$ 358,650	-6%

CITY OF TRUTH OR CONSEQUENCES BUDGET FOR FISCAL YEAR 7/1/24 TO 6/30/25

General Fund Expenditures	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Actual	Fiscal Year 2022-23 Actual	Fiscal Year 2023-24 FINAL	Fiscal Year 2023-24 Budget w/bars	4/30/2024 YTD	2024-25 INTERIM	% Change
1010 Community Development									
Personnel Services	\$ 54,556	\$ 62,635	\$ 75,697	\$ 105,916	\$ 110,532	\$ 110,532	\$ 92,637	\$ 113,470	3%
Operating Expense	\$ 79,842	\$ 94,678	\$ 94,112	\$ 177,767	\$ 289,000	\$ 397,025	\$ 204,834	\$ 289,000	0%
Capital Outlay:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTAL	\$ 134,398	\$ 157,313	\$ 169,809	\$ 283,683	\$ 399,532	\$ 507,557	\$ 297,471	\$ 402,470	1%
1011 Street Department									
Personnel Services	\$ 346,714	\$ 398,074	\$ 384,288	\$ 383,145	\$ 486,849	\$ 486,849	\$ 292,302	\$ 462,760	-5%
Operating Expense	\$ 198	\$ 113	\$ 499	\$ 1,305	\$ 1,500	\$ 1,500	\$ 1,759	\$ 2,500	67%
Capital Outlay:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTAL	\$ 346,912	\$ 398,187	\$ 384,787	\$ 384,450	\$ 488,349	\$ 488,349	\$ 294,061	\$ 465,260	-5%
1012 Fleet Maintenance									
Personnel Services	\$ 66,770	\$ 83,893	\$ 118,895	\$ 119,122	\$ 122,494	\$ 122,494	\$ 115,993	\$ 228,325	86%
Operating Expense	\$ 3,290	\$ 20,505	\$ 27,273	\$ 36,920	\$ 29,450	\$ 29,450	\$ 26,510	\$ 30,000	2%
Capital Outlay:	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 41,000	\$ 39,550	\$ -	-100%
SUB TOTAL	\$ 70,060	\$ 104,398	\$ 146,168	\$ 156,042	\$ 181,944	\$ 192,944	\$ 182,053	\$ 258,325	42%
1013 Community Services									
Personnel Services	\$ -	\$ -	\$ 86,598	\$ 86,692	\$ 88,008	\$ 88,008	\$ 73,729	\$ 88,645	1%
Operating Expense	\$ -	\$ -	\$ 5,705	\$ 7,769	\$ 5,100	\$ 5,100	\$ 3,044	\$ 5,120	0%
Capital Outlay:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTAL	\$ -	\$ -	\$ 92,303	\$ 94,461	\$ 93,108	\$ 93,108	\$ 76,773	\$ 93,765	1%
1014 Facility Management									
Personnel Services	\$ 285,975	\$ 233,684	\$ 231,558	\$ 238,187	\$ 345,905	\$ 345,905	\$ 215,769	\$ 282,910	-18%
Operating Expense	\$ 76,223	\$ 73,212	\$ 62,264	\$ 72,355	\$ 145,350	\$ 150,350	\$ 68,253	\$ 134,850	-7%
Capital Outlay:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTAL	\$ 362,198	\$ 306,896	\$ 293,822	\$ 310,542	\$ 491,255	\$ 496,255	\$ 284,022	\$ 417,760	-15%

CITY OF TRUTH OR CONSEQUENCES BUDGET FOR FISCAL YEAR 7/1/24 TO 6/30/25

General Fund Expenditures	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Actual	Fiscal Year 2022-23 Actual	Fiscal Year 2023-24 FINAL	Fiscal Year 2023-24 Budget w/bars	4/30/2024 YTD	2024-25 INTERIM	% Change
1016 Library Department									
Personnel Services	\$ 174,910	\$ 194,434	\$ 199,994	\$ 224,679	\$ 236,791	\$ 236,791	\$ 197,304	\$ 245,855	4%
Operating Expense	\$ 8,932	\$ 10,582	\$ 11,304	\$ 10,494	\$ 24,250	\$ 24,250	\$ 10,544	\$ 23,250	-4%
Capital Outlay:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTAL	\$ 183,842	\$ 205,016	\$ 211,298	\$ 235,173	\$ 261,041	\$ 261,041	\$ 207,848	\$ 269,105	3%
1017 Hospital GRT Payments									
Personnel Services									
Operating Expense	\$ 265,993	\$ 268,509	\$ 309,597	\$ 437,104	\$ 310,000	\$ 565,555	\$ 422,148	\$ 515,000	66%
Capital Outlay:									
SUB TOTAL	\$ 265,993	\$ 268,509	\$ 309,597	\$ 437,104	\$ 310,000	\$ 565,555	\$ 422,148	\$ 515,000	66%
1018 Utility & Insurance Exp.									
Personnel Services									
Operating Expense	\$ 583,600	\$ 565,674	\$ 631,157	\$ 622,459	\$ 645,200	\$ 817,151	\$ 593,375	\$ 730,565	13%
Capital Outlay:									
SUB TOTAL	\$ 583,600	\$ 565,674	\$ 631,157	\$ 622,459	\$ 645,200	\$ 817,151	\$ 593,375	\$ 730,565	13%
Total G.F. Expend.	\$ 5,256,387	\$ 5,134,237	\$ 5,126,256	\$ 5,624,413	\$ 6,836,487	\$ 8,168,710	\$ 5,985,924	\$ 7,294,155	7%
Transfers OUT									
(201) Corrections	\$ (15,000)				\$ -		\$ -		
(296) PD GRT Fund	\$ (300,000)				\$ -		\$ -		
(303) Veterans Wall					\$ (2,000)		\$ (2,000)		0%
(508) Golf Course				\$ (115,000)	\$ (200,000)		\$ (200,000)		0%
(509) Municipal Airport	\$ (112,708)			\$ (150,000)	\$ (70,000)		\$ (250,000)		257%
(216) Streets	\$ (26,000)				\$ -		\$ -		
(295) Swimming Pool	\$ (207,000)			\$ (150,000)	\$ (177,820)		\$ (100,000)		-44%
(312) R&R Airport	\$ (11,919)				\$ -		\$ -		
(600) Internal Service				\$ (58,000)	\$ (23,000)		\$ (100,790)		338%
	\$ (672,627)			\$ (473,000)	\$ (472,820)		\$ (652,790)		38%
Grand Total GF Exp.	\$ 5,929,014			\$ 6,097,413	\$ 7,309,307		\$ 5,985,924	\$ 7,946,945	

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2024-25 INTERIM
101	General	TRANSFER IN FROM OTHER FUNDS		
		(212) Law Enforcement Recruitment	Pay Back State for unused disbursement FY22/23	\$ -
		(280) Cannabis	Administrative Fees	\$ 65,000
			101 -TOTAL TRANSFERS IN	\$ 65,000
		TRANSFER OUT TO OTHER FUNDS		
		(295) Municipal Pool	Deficit Coverage	\$ (100,000)
		(508) Golf Course	Deficit Coverage & CI	\$ (200,000)
		(509) Municipal Airport	Deficit Coverage	\$ (250,000)
		(600) Fleet Services	General Fund Support	\$ (100,790)
		(303) Veterans Wall	General Fund Support	\$ (2,000)
			101 -TOTAL TRANSFERS OUT	\$ (652,790)
			101 - NET TRANSFERS	\$ (587,790)
201	Corrections	TRANSFER IN FROM OTHER FUNDS		
		(296) PD Gross Receipt Tax	Care of Prisoners (Sierra County)	\$ -
		(296) PD Gross Receipt Tax	Professional Serv. (Sierra Vista Hospital)	\$ -
		(296) PD Gross Receipt Tax	Deficit Coverage	\$ -
			201 -TOTAL TRANSFERS IN	\$ -
212	Law Enforcement Recruitment	TRANSFER OUT TO OTHER FUNDS		
		(101) General Fund	Pay Back State for unused disbursement FY22/23	\$ -
			212 - Total Transfer OUT	\$ -
214	Lodgers Tax	TRANSFER OUT TO OTHER FUNDS		
		(508) Golf Course	Support Golf Course	\$ (55,000)
			214 - Total Transfer OUT	\$ (55,000)
216	Street	TRANSFER IN FROM OTHER FUNDS		
		(506) Waste Water	Street Repair, Hot and Cold Mix	\$ -
		(504) Water	Street Repair, Hot and Cold Mix	\$ -
			216 -Total Transfer IN	\$ -
		TRANSFER OUT TO OTHER FUNDS		
		(403) Debt Service	Debt Pymt. NMFA CIF-5192	\$ (5,000)
		(403) Debt Service	Debt Pymt. NMFA WPF-5442	\$ (15,453)
		(403) Debt Service	Debt Pymt. PPRF-6072	\$ (92,013)
			216 -Total Transfer OUT	\$ (112,466)
			216 - NET TRANSFERS	\$ (112,466)

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2024-25 INTERIM
280	Cannabis	TRANSFER OUT TO OTHER FUNDS		
		(101) General Fund	Administrative Fees	\$ (65,000)
			280 -Total Transfer OUT	<u>\$ (65,000)</u>
295	Municipal Pool	TRANSFER IN FROM OTHER FUNDS		
		(101) General Fund	General Fund Support	\$ 100,000
			295 -Total Transfer IN	<u>\$ 100,000</u>
296	PD Gross Receipts Tax Fund (GRT)	TRANSFER IN FROM OTHER FUNDS		
			296 -TOTAL TRANSFER IN	<u>\$ -</u>
		TRANSFER OUT TO OTHER FUNDS		
		(201) Correction Fund	Care of Prisoners (Sierra County)	\$ -
		(201) Correction Fund	Professional Serv. (Sierra Vista Hospital)	\$ -
			296 -Total Transfer OUT	<u>\$ -</u>
			296 - NET TRANSFERS	<u>\$ -</u>
303	Veterans Wall	TRANSFER IN FROM OTHER FUNDS		
		(101) General Fund	General Fund Support	\$ 2,000
				<u>\$ 2,000</u>
313	R&R Water CD	TRANSFER IN FROM OTHER FUNDS		
		(504) Water	USDA Loan Reserve requirements	\$ -
			313 -TOTAL TRANSFER IN	<u>\$ -</u>
314	CDBG	TRANSFER IN FROM OTHER FUNDS		
		(315) Water Revenue Bond	City Match	\$ 75,000
				<u>\$ 75,000</u>
315	Capital Improvement Jt. Utility	TRANSFER IN FROM OTHER FUNDS		
		(503) Electric Division	Per City Code 14-35 b	\$ 153,810
		(504) Water Department	Per City Code 14-35 b	\$ 33,300
		(505) Solid Waste	Per City Code 14-35 b	\$ 49,440
		(506) Waste Water	Per City Code 14-35 b	\$ 25,750
			315 -Total Transfer IN	<u>\$ 262,300</u>
		TRANSFER OUT TO OTHER FUNDS		
		(314) CDBG	City Match	\$ (75,000)
		(380) NMFA Special Projects	City Match	\$ (46,908)
			315 -Total Transfer OUT	<u>\$ (121,908)</u>
			315 - Net Transfers	<u>\$ 140,392</u>

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2024-25 INTERIM
316	Emergency Repair Reserve	TRANSFER IN FROM OTHER FUNDS		
		(503) Electric Division	Per City Code 14-35 c	\$ 3,125
		(504) Water Division	Per City Code 14-35 c	\$ 3,125
		(506) Solid Waste Division	Per City Code 14-35 c	\$ 3,125
		(506) Waste Water Division	Per City Code 14-35 c	\$ 3,125
		316 -Total Transfer IN		\$ 12,500
		TRANSFER OUT TO OTHER FUNDS		
		316 -Total Transfer OUT		\$ -
		316 - Net Transfer		\$ 12,500
317	Waste Water R&R	TRANSFER IN FROM OTHER FUNDS		
		(506) Waste Water	Per City Code 14-35 d	\$ 20,030
		317 -Total Transfer IN		\$ 20,030
		TRANSFER OUT TO OTHER FUNDS		
		317 -Total Transfer OUT		\$ -
		317 - Net Transfer		\$ 20,030
318	Electrical Reserve	TRANSFER IN FROM OTHER FUNDS		
		(503) Electric Division	Per City Code 14-35 e	\$ 10,000
		318 -Total Transfer IN		\$ 10,000
		TRANSFER OUT TO OTHER FUNDS		
		318 -Total Transfer OUT		\$ -
		318 - Net Transfer		\$ 10,000
380	NMFA Special Projects	TRANSFER IN FROM OTHER FUNDS		
		(315) Capital Improvements (JL Utility)	City Match	\$ 46,908
		380 -Total Transfer IN		\$ 46,908
		TRANSFER OUT TO OTHER FUNDS		
		380 -Total Transfer OUT		\$ -
		380 - Net Transfer		\$ 46,908

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2024-25 INTERIM
403	Debt Service	TRANSFER IN FROM OTHER FUNDS		
		(216) Municipal Street Fund	Debt Pymt. NMFA CIF-5192	\$ 5,000
		(216) Municipal Street Fund	Debt Pymt. NMFA WPF-5442	\$ 15,453
		(216) Municipal Street Fund	Debt Pymt. PPRF-6072	\$ 92,013
		(503) Electric Division	Debt Pymt. NMFA PPRF-6652	\$ 172,018
		(504) Water Division	Debt Payment (NMFA TorC 17,18,19,22)	\$ 115,993
		(504) Water Division	Debt Pymt CIF-5550	\$ 2,500
		(504) Water Division	Debt Pymt DW4794	\$ 2,000
		(504) Water Division	Debt Pymt CIF-4927	\$ 458
		(504) Water Division	Debt Pymt. USDA \$5,487,000	\$ 204,121
		(504) Water Division	Debt Pymt. NMFA WPF-5089	\$ 13,208
		(504) Water Division	Debt Pymt. PPRF-6072	\$ 92,012
		(505) Solid Waste Division	Capital One Revenue Bond	\$ 118,690
		(506) Waste Water Division	Debt Service (NMFA TorC 24,27)	\$ 7,713
		(506) Waste Water Division	Debt Service USDA Loan \$715,000	\$ 24,454
		(506) Waste Water Division	Debt Service USDA Loan \$315,000	\$ 11,773
		(506) Waste Water Division	Debt Service-USDA Loan 9 (\$910,000)	\$ 34,685
		(506) Waste Water Division	Debt Pymt. PPRF-6072	\$ 92,013
			403 -Total Transfer IN	\$ 1,004,104
		TRANSFER OUT TO OTHER FUNDS		
			403 -Total Transfer OUT	\$ -
			403 Net Transfers	\$ 1,004,104
502	Utility Office	TRANSFER IN FROM OTHER FUNDS		
		(503) Electric Division	Administrative Fees	\$ 65,070
		(504) Water Division	Administrative Fees	\$ 65,070
		(505) Solid Waste Division	Administrative Fees	\$ 65,070
		(506) Waste Water Division	Administrative Fees	\$ 65,070
			502 -Total Transfer IN	\$ 260,280

Fund No.	Fund Name	Description	Purpose	Fiscal Year			
				2024-25	INTERIM		
503	Electric Division	TRANSFER OUT TO OTHER FUNDS					
		(315) Capital Improvement Reserve	Per City Code 14-35 b	\$	(153,810)		
		(316) Emergency Repair Reserve	Per City Code 14-35 c	\$	(3,125)		
		(318) Electrical Repair Reserves	Per City Code 14-35 e	\$	(10,000)		
		(403) NMFA Loan Debt Service	Debt Pymt. NMFA PPRF-5652	\$	(172,018)		
		(502) Joint Utility Office	Administrative Fees	\$	(65,070)		
		503 Total Transfer OUT			\$	(404,023)	
		503 - Net Transfers			\$	(404,023)	
		504	Water Division	TRANSFER OUT TO OTHER FUNDS			
				(313) R&R Water CD	USDA Loan Reserve requirements	\$	-
	Debt Payment (NMFA TorC						
(403) Debt Service	2,17,18,19,22)			\$	(115,993)		
(403) Debt Service	Debt Pymt DW4794			\$	(2,000)		
(403) Debt Service	Debt Pymt CIF-4927			\$	(458)		
(403) Debt Service	Debt Pymt CIF-5550			\$	(2,500)		
(502) Joint Utility Office	Administrative Fees			\$	(65,070)		
(315) Capital Improvement Reserve	Per City Code 14-35 b			\$	(33,300)		
(316) Emergency Repair Fund	Per City Code 14-35 c			\$	(3,125)		
(403) Debt Service	Debt Pymt. USDA \$5,487,000			\$	(204,121)		
(403) Debt Service	Debt Pymt. NMFA WPF-5089			\$	(13,208)		
(403) Debt Service	Debt Pymt. PPRF-6072			\$	(92,012)		
504 - Total Transfers OUT				\$	(531,787)		
505	Solid Waste Division			TRANSFER OUT TO OTHER FUNDS			
				(403) Pledge Debt Service	Capital One Revenue Bond	\$	(118,690)
				(502) Joint Utility Office	Administrative Fees	\$	(65,070)
				(315) Capital Improvement Reserve	Per City Code 14-35 b	\$	(49,440)
		(316) Emergency Repair Fund	Per City Code 14-35 c	\$	(3,125)		
		505 - Total Transfers OUT			\$	(236,325)	
		505 - NET TRANSFERS			\$	(236,325)	

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2024-25 INTERIM
506	Waste Water Division	TRANSFER OUT TO OTHER FUNDS		
		(502) Joint Utility Office	Administrative Fee	\$ (65,070)
		(403) Debt Service	Debt Service (NMFA TorC 24.27)	\$ (7,713)
		(403) Debt Service	Debt Service-USDA Loan 9 (\$910,000)	\$ (34,685)
		(403) Debt Service	Debt Service USDA Loan \$715,000	\$ (24,454)
		(403) Debt Service	Debt Service USDA Loan \$315,000	\$ (11,773)
		(403) Debt Service	Debt Pymt. PPRF-6072	\$ (92,013)
		(315) Capital Improvement Jt. Utility	Per City Code 14-35 b	\$ (25,750)
		(316) Emergency Repair Fund	Per City Code 14-35 c	\$ (3,125)
		(317) Waste Water Repair Reserves	Per City Code 14-35-d	\$ (20,030)
			506 - Total Transfers OUT	\$ (284,613)
			506 - Net Transfers	\$ (284,613)
508	Golf Course	TRANSFER IN FROM OTHER FUNDS		
		(101) General Fund	Deficit Coverage	\$ 200,000
		(214) Lodgers Tax	Deficit Coverage	\$ 55,000
			508 -Total Transfer IN	\$ 255,000
		TRANSFER OUT TO OTHER FUNDS		
			508 -Total Transfer OUT	\$ -
			508 - Net Transfers	\$ 255,000
509	Airport	TRANSFER IN FROM OTHER FUNDS		
		(101) General Fund	General Fund Support	\$ 250,000
		(509) Airport World Fuel Cash		\$ 115,000
			509 -Total Transfer IN	\$ 365,000
		TRANSFER OUT TO OTHER FUNDS		
		(509) Airport World Fuel Cash		\$ (115,000)
			509 -Total Transfer OUT	\$ (115,000)
			509 - Net Transfers	\$ 250,000
600	Fleet Services	TRANSFER IN FROM OTHER FUNDS		
		(101) General Fund	General Fund Support	\$ 100,790
			600 -Total Transfer IN	\$ 100,790
				\$ -

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2024-25 INTERIM
	Section 14-35 Rules and Regulations of the City Manger			
	City Code 14-35-b	The City Manager shall include within each year's budget provision for providing a capital improvement account within the Joint Utility Fund. The portion of the Joint Utility Fund revenues that shall be set aside for this account shall be two and one-quarter percent of the revenues generated by each of the revenue generating utility departments. The funds in this account are to be used for Utility System Capital Improvement projects as approved by the City Commission. These reserve funds shall be collected and set aside in addition to any other reserve fund or bond requirements of the Joint Utility Fund.		
	City Code 14-35-d	The City Manager shall include within each year's budget provision of providing a Wastewater Treatment Plant Repair and Replacement Account as required by the grant funding obtained for the construction of the existing Wastewater Treatment Plant. The funds that shall be set aside for this are to be one and three-quarters percent of the revenues generated by the Wastewater Department of the City. The use of these funds shall be restricted to repair and replacement projects at the Wastewater Treatment Plant as approved by the City Commission. These reserve funds shall be collected and set aside in addition to any other reserve fund or bond requirements of the Joint Utility Fund.		

10 -GENERAL FUND GOVERNING BODY										
	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 FINAL	2023-24 Budget w/bars	4/30/2024 YTD	2024-25 INTERIM	% Change	COMMENTS/NOTES
PERSONNEL EXPENSES										
101-1000-40105 ELECTED OFFICIALS	30,600	30,100	37,050	62,400	62,400	62,400	52,000	62,400	0%	
101-1000-41205 FICA - REGULAR	1,897	1,866	2,297	3,869	3,869	3,869	3,224	3,870	0%	
101-1000-41210 FICA - MEDICARE	444	437	537	905	905	905	754	910	1%	
101-1000-41785 WORKER'S COMP. PREMIUMS	95	-	-	-	318	318	-	-	-100%	
TOTAL PERSONNEL EXPENSES	33,036	32,403	39,884	67,174	67,492	67,492	55,978	67,180	0%	
OPERATING EXPENSES										
101-1000-42305 MILEAGE REIMB.	398	-	-	-	1,000	1,000	175	1,000	0%	
101-1000-42310 PER DIEM	902	-	448	366	-	3,265	3,265	2,000	#DIV/0!	
101-1000-42720 EMPLOYEE TRAINING	640	315	3,852	120	4,000	4,000	2,135	2,500	-38%	NMML Conference
101-1000-43597 *ATTORNEY FEES	31,788	60,117	98,790	78,351	104,450	131,437	70,370	95,000	-9%	93,826.21
101-1000-43598 PROFESSIONAL SVCS.	-	4,000	-	-	-	32,831	26,355	38,500	#DIV/0!	Civility (Lobbyist)
101-1000-43770 DUES & SUBSCRIPTIONS	-	7,700	7,425	9,987	8,487	11,887	11,887	8,500	0%	
101-1000-44606 OFFICE SUPPLIES	252	574	570	1,071	500	500	198	500	0%	
101-1000-44625 OTHER SUPPLIES	-	-	777	-	4,223	4,223	163	1,000	-76%	
101-1000-45607 CLAIMS, JUDGEMENTS, AND SET	-	-	6,669	-	67,300	817	-	35,500	-47%	
101-1000-60725 GRANTS TO SUB-RECIPIENTS	73,514	103,860	66,000	34,250	48,000	48,000	36,000	48,000	0%	The Club 5,000 SJOA 35,000 Matt 25 6,850/Util Bill CAAT 1,000
TOTAL OPERATING EXPENSES	107,494	176,567	184,530	124,145	237,960	237,960	150,547	232,500	-2%	41,000
CAPITAL OUTLAY										
101-1000- CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	
TOTAL CAPITAL OUTLAY										
GRAND TOTAL	140,531	208,970	224,414	191,318	305,452	305,452	206,525	299,680	-2%	

10 -GENERAL FUND OFFICE OF THE CITY CLERK		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/barb	YTD	INTERIM	Change	
PERSONNEL EXPENSES											
101-1001-40110	FULL TIME WAGES	106,848	109,566	126,714	119,541	131,581	120,359	94,370	136,285	4%	3 Positions
101-1001-40125	OVERTIME WAGES	606	393	47	144	3,000	85	85	500	-83%	
101-1001-40140	DELAYED COMPENSATION	-	-	90	26	200	1,464	1,463	-	-100%	
101-1001-41205	FICA - REGULAR	6,609	6,744	7,771	7,151	8,158	8,158	5,592	8,450	4%	
101-1001-41210	FICA - MEDICARE	1,546	1,577	1,817	1,672	1,908	1,908	1,308	1,980	4%	
101-1001-41215	PERA	9,732	10,735	12,418	12,287	14,211	14,211	10,165	15,400	8%	
101-1001-41225	HEALTH INSURANCE	3,603	4,885	6,252	17,647	29,813	29,813	23,004	34,900	17%	
101-1001-41226	RETIREE INSURANCE	2,983	3,286	3,801	3,583	3,947	3,947	2,953	4,090	4%	
101-1001-41235	UNEMPLOYMENT INS.	845	-	-	71	162	162	-	165	2%	
101-1001-41240	WC	23	30	30	28	30	30	14	30	0%	
101-1001-41785	WC PREMIUMS	261	2,515	227	157	671	671	68	500	-25%	
TOTAL PERSONNEL EXPENSES		133,055	139,732	159,167	162,309	193,681	180,808	139,022	202,300	4%	
OPERATING EXPENSES											
101-1001-42720	EMPLOYEE TRAINING	1,260	-	-	-	1,690	199	199	3,000	78%	Trainings for City Clerk, Deputy Clerk & Admin
101-1001-43316	GAS & OIL	49	-	-	-	300	300	-	300	0%	
101-1001-43465	RENT OF EQUIPMENT	4,155	3,895	4,858	4,006	4,500	14,275	7,826	4,500	0%	Sharp Printer
101-1001-43740	PRINTING/PUBLISHING	5,764	7,268	6,639	7,593	16,000	16,000	9,229	12,000	-25%	Civic Plus dues, Codification of Ordinances
101-1001-43770	DUES & SUBSCRIPTIONS	552	2,808	2,888	3,468	8,158	16,640	16,574	2,500	-69%	Go Daddy domains, Adobe Pro Sub, Notary Fees for Deputy & Admin, HMC Dues, NMIClerks & Finance Dues
101-1001-43775	TELEPHONE	3,343	3,893	3,322	3,328	5,400	3,105	2,783	3,000	-44%	
101-1001-43815	SOFTWARE LIC/SOFTWARE U	-	-	-	-	-	-	-	-		
101-1001-44606	OFFICE SUPPLIES	1,890	2,106	1,902	1,328	1,500	2,057	1,757	3,500	133%	I went over budget FY 23/24 in office supplies for certificate paper, printing paper, folders etc.
101-1001-44607	FIELD SUPPLIES (ELECTION)	-	-	-	-	-	21,700	21,700		#DIV/0!	
101-1001-47410	MAINTENANCE CONTRACTS	3,033	3,098	3,316	3,347	6,000	2,897	2,897	3,500	-42%	JCG (Recording software for meetings) & Records destruction 206 boxes we did for PD cost over \$5,000
101-1001-48599	OTHER CONTRACTURAL SERV	-	-	-	-	4,000	4,948	4,948	4,000	0%	
TOTAL OPERATING EXPENSES		31,469	23,068	22,925	23,069	47,548	82,121	67,913	36,300	-24%	
CAPITAL OUTLAY											
EQUIPMENT & MACHINERY											New Sound System/Mics for Commission Chambers (waiting on Quote).
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-	-	-	-	
GRAND TOTAL		164,524	162,800	182,092	185,378	241,229	262,929	206,935	238,600	-1%	

10 -GENERAL FUND CITY MANAGER		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
PERSONNEL EXPENSES											
101-1003-40110	FULL TIME WAGES	161,201	175,012	195,388	206,870	134,949	134,949	114,153	135,845	1%	2 Positions
101-1003-40125	OVERTIME WAGES	-	1,436	-	-	250	250	-	-	-100%	
101-1003-40140	DELAYED COMPENSATION	-	-	-	-	1,000	1,000	-	-	-100%	
101-1003-41205	FICA - REGULAR	10,029	10,820	11,836	12,377	8,367	8,367	6,668	8,425	1%	
101-1003-41210	FICA - MEDICARE	2,345	2,530	2,768	2,927	1,957	1,957	1,559	1,970	1%	
101-1003-41215	PERA	22,772	25,874	19,087	21,191	14,574	14,574	12,303	15,350	5%	
101-1003-41225	HEALTH INSURANCE	5,715	13,028	23,087	27,330	18,920	36,120	30,546	36,750	94%	
101-1003-41226	RETIREE INSURANCE	4,826	4,873	5,871	6,183	4,048	4,048	3,425	4,075	1%	
101-1003-41235	UNEMPLOYMENT INS.	563	-	-	105	108	108	-	110	2%	
101-1003-41240	WC	20	30	18	18	20	20	14	20	0%	
101-1003-41785	WC PREMIUMS	1,877	3,475	1,800	842	4,129	4,129	535	750	-82%	
TOTAL PERSONNEL EXPENSES		209,349	237,079	259,855	277,844	188,322	205,522	169,202	203,295	8%	
OPERATING EXPENSES											
101-1003-42305	MILEAGE REIMB.	680	-	-	-	400	400	-	400	0%	
101-1003-42310	PER DIEM	5,449	-	-	-	-	-	1,549	1,500	#DIV/0!	
101-1003-42720	EMPLOYEE TRAINING	5,902	2,873	-	780	3,000	3,000	199	1,500	-50%	
101-1003-43316	FUEL	1,861	971	380	-	500	500	-	-	-100%	
101-1003-43465	RENT OF EQUIPMENT	3,681	3,230	3,743	4,134	3,800	3,800	5,130	3,800	0%	
101-1003-43740	PRINTING/PUBLISHING	-	-	-	93	500	500	528	500	0%	Xmas ad, sub receiptants notice for request for allocation for upcoming FY
101-1003-43770	DUES & SUBSCRIPTIONS	10,172	3,731	3,076	952	1,500	1,500	4,772	4,500	200%	Social Media Archiving (City Facebook accounts archive posts for IPRA) 4200 Adobe Sub 200.00 Sierra Sentinal 40.00 ZOOM annual subscription 200.00
101-1003-43775	TELEPHONE	3,988	6,958	4,389	4,072	5,000	5,000	3,331	3,675	-27%	
101-1003-43815	SOFTWARE	-	-	232	232	232	232	-	200	-14%	
101-1003-44606	OFFICE SUPPLIES	7,490	3,278	3,029	1,394	3,000	3,000	1,536	1,000	-67%	
101-1003-44613	NON-CAPITAL EQUIP	8,292	2,999	540	-	500	500	-	-	-100%	
101-1003-47420	VEHICLE MAINTENANCE	2,100	124	-	-	500	500	-	-	-100%	
101-1003-48598	PROFESSIONAL SERVICES	26,611	-	10,000	-	200	200	-	-	-100%	
101-1003-48599	OTHER CONTRACTUAL SERVICES	-	-	-	-	-	-	-	-	#DIV/0!	
TOTAL OPERATING EXPENSES		169,587	28,666	25,588	11,655	19,132	19,132	17,045	17,075	-11%	
CAPITAL OUTLAY											
101-1003-60810	OTHER CAPITAL EQUIPMENT	-	-	-	-	-	-	-	-	#DIV/0!	
101-1003-	CAPITAL PURCHASES	-	-	-	-	-	-	-	-	#DIV/0!	
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-	-	-	-	
GRAND TOTAL		378,936	265,745	285,443	289,500	207,454	224,654	186,248	220,370	6%	

10 -GENERAL FUND ADMINISTRATIVE SERVICES											
		2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 FINAL	2023-24 Budget w/bars	4/30/2024 YTD	2024-25 INTERIM	% Change	COMMENTS/NOTES
PERSONNEL EXPENSES											
101-1004-40110	FULL TIME WAGES	254,668	251,182	262,126	275,215	300,084	296,544	209,883	335,840	12%	6 Positions
101-1004-40140	DELAYED COMPENSATION	-	9,202	72	1,698	500	500	174	-	-100%	
101-1004-41205	FICA - REGULAR	15,180	15,366	15,454	16,155	18,605	18,605	12,198	20,825	12%	
101-1004-41210	FICA - MEDICARE	3,550	3,594	3,614	3,778	4,351	4,351	2,853	4,870	12%	
101-1004-41215	PERA	17,292	17,536	18,176	25,105	32,247	32,247	22,497	37,950	18%	
101-1004-41225	HEALTH INSURANCE	39,646	52,532	52,124	65,725	73,473	73,473	53,538	105,610	44%	
101-1004-41226	RETIREE INSURANCE	5,560	5,069	5,544	7,322	8,958	8,958	6,265	10,075	12%	
101-1004-41235	UNEMPLOYMENT INS.	1,754	-	-	162	324	324	-	325	0%	
101-1004-41240	WC	53	48	53	53	60	60	32	60	0%	
101-1004-41785	WC PREMIUMS	659	1,550	485	358	500	500	144	500	0%	
TOTAL PERSONNEL EXPENSES		338,361	356,078	357,646	395,571	439,102	435,562	307,583	516,055	18%	
OPERATING EXPENSES											
101-1004-42305	MILEAGE REIMB.	175	-	-	-	-	-	-	500	#DIV/0!	2 New employees Xerox contract for only Finance (Sharp) Help wanted & Legal Gov't Finance Officers Tyler/Adobe SVH/Quest/Samba/Mobile Med/CheckR
101-1004-42310	PER DIEM	981	-	-	-	-	-	-	1,000	#DIV/0!	
101-1004-43316	FUEL	79	-	-	-	-	-	-	250	#DIV/0!	
101-1004-42720	EMPLOYEE TRAINING/TUITION REIMB.	5,474	3,088	3,559	2,705	2,000	2,000	689	2,000	0%	
101-1004-43465	RENT OF EQUIPMENT	4,299	5,310	6,934	11,641	22,200	25,740	23,463	15,000	-32%	
101-1004-43740	PRINTING/PUBLISHING	1,610	7,123	13,306	15,097	15,000	15,000	7,250	9,100	-39%	
101-1004-43770	SUBSCRIPTIONS & DUES	37,663	220	220	290	300	300	300	300	0%	
101-1004-43775	TELEPHONE	3,840	4,018	2,985	2,993	3,600	3,600	2,506	2,750	-24%	
101-1004-43815	SOFTWARE	-	10,358	11,965	10,243	12,000	12,000	11,869	12,000	0%	
101-1004-44606	OFFICE SUPPLIES	5,538	6,384	5,069	4,780	5,200	5,200	3,002	4,500	-13%	
101-1004-44613	NON-CAPITAL EQUIPMENT	650	3,264	226	763	-	-	-	-	#DIV/0!	
101-1004-48599	OTHER CONTRACTUAL SERVICES	59,090	23,868	5,603	10,902	21,000	21,000	6,208	12,500	-40%	
TOTAL OPERATING EXPENSES		171,786	63,828	49,866	59,414	81,300	84,840	55,286	59,900	-26%	
GRAND TOTAL		510,147	419,906	407,512	454,985	520,402	520,402	362,870	575,955	11%	

[illegible]

101 -GENERAL FUND											
1006 ANIMAL SHELTER		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
PERSONNEL EXPENSES											
101-1006-40110	FULL TIME WAGES	89,645	92,560	96,741	\$ 109,050	\$ 117,160	\$ 117,160	\$ 93,892	\$ 142,065	21%	4 Positions
101-1006-40125	OVERTIME WAGES	2,701	4,000	4,000	\$ 5,682	\$ 4,000	\$ 5,000	\$ 4,820	\$ 1,500	-63%	Manager went to salary
101-1006-41205	FICA - REGULAR	5,533	5,925	5,876	\$ 6,913	\$ 7,732	\$ 7,732	\$ 5,922	\$ 8,900	15%	
101-1006-41210	FICA - MEDICARE	1,294	1,386	1,374	\$ 1,617	\$ 1,808	\$ 1,808	\$ 1,385	\$ 2,085	15%	
101-1006-41215	PERA	8,441	9,071	9,005	\$ 10,707	\$ 11,524	\$ 11,524	\$ 9,760	\$ 16,055	39%	
101-1006-41225	HEALTH INSURANCE	12,619	23,574	22,933	\$ 13,142	\$ 28,030	\$ 28,030	\$ 12,926	\$ 33,385	19%	
101-1006-41226	RETIREE INSURANCE	2,626	2,777	2,756	\$ 3,124	\$ 3,201	\$ 3,201	\$ 2,717	\$ 4,265	33%	
101-1006-41235	UNEMPLOYMENT INS.	-	162	-	\$ 57	\$ 217	\$ 217	\$ -	\$ 165	-24%	
101-1006-41240	WC	28	30	30	\$ 28	\$ 30	\$ 30	\$ 21	\$ 40	33%	
101-1006-41785	WC PREMIUMS	2,116	4,000	2,129	\$ 1,614	\$ 2,300	\$ 2,300	\$ 633	\$ 2,000	-13%	
TOTAL PERSONNEL EXPENSES		125,003	143,485	144,844	151,933	\$ 176,002	\$ 177,002	\$ 132,075	\$ 210,460	20%	
OPERATING EXPENSES											
101-1006-42620	UNIFORM/LINEN	460	411	410	\$ 777	\$ 1,150	\$ 1,150	\$ 737	\$ 1,000	-13%	
101-1006-42720	EMPLOYEE TRAINING	485	-	-	\$ 403	\$ 1,000	\$ 1,000	\$ 974	\$ 1,000	0%	
101-1006-43316	FUEL	-	-	-	\$ 298	\$ 500	\$ 500	\$ 214	\$ 500	0%	
101-1006-43740	PRINTING/PUBLISHING	-	-	-	\$ 183	\$ 300	\$ -	\$ -	\$ 300	0%	
101-1006-43770	DUES & SUBSCRIPTIONS	150	250	150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	0%	
101-1006-43775	TELEPHONE	1,983	1,900	1,319	\$ 1,321	\$ 1,000	\$ 1,960	\$ 1,103	\$ 1,200	20%	
101-1006-43815	SOFTWARE	-	395	-	\$ -	\$ 4,250	\$ 3,590	\$ 3,249	\$ 4,250	0%	
101-1006-44606	OFFICE SUPPLIES	862	1,605	1,078	\$ 1,557	\$ 1,500	\$ 1,500	\$ 1,441	\$ 1,500	0%	
101-1006-44607	FIELD SUPPLIES	11,529	12,445	13,176	\$ 11,723	\$ 13,000	\$ 15,797	\$ 12,808	\$ 13,000	0%	
101-1006-44613	NON-CAPITAL ITEMS	-	-	-	\$ -	\$ -	\$ -	\$ 1,645			
101-1006-44615	SAFETY EQUIPMENT	-	-	-	\$ -	\$ 2,000	\$ 1,000	\$ 331	\$ 1,000	-50%	
101-1006-45555	MISCELLANEOUS EXP	-	-	-	\$ -	\$ -	\$ -	\$ -			
101-1006-47420	VEHICLE MAINTENANCE				\$ 2,691	\$ 500	\$ 1,343	\$ 85	\$ 500	0%	
101-1006-48598	PROFESSIONAL SERVICES	6,979	11,895	11,237	\$ 24,291	\$ 20,000	\$ 20,000	\$ 17,901	\$ 25,000	25%	
101-1006-48599	OTHER CONTRACTUAL SERVICES	-	-	-	\$ -	\$ -			\$ -	#DIV/0!	
101-1050-48599	OTHER CONTRACTUAL SERVICES	-	-	-	\$ -	\$ -	\$ 36,375	\$ -	\$ -	#DIV/0!	
101-1006-43465	RENT OF EQUIPMENT	-	-	-	\$ -	\$ -			\$ -	#DIV/0!	
TOTAL OPERATING EXPENSES		28,660	35,865	34,046	43,394	\$ 45,350	\$ 84,365	\$ 40,641	\$ 49,400	9%	
GRAND TOTAL		153,663	179,350	178,890	195,327	\$ 221,352	\$ 261,367	\$ 172,716	\$ 259,860	17%	

10 - GENERAL FUND POLICE DEPARTMENT		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
PERSONNEL EXPENSES											
101-1007-40110	FULL TIME WAGES	637,522	696,912	628,155	690,316	931,399	931,399	778,347	967,045	4%	Full Staff (21)
101-1007-40125	OVERTIME WAGES	67,691	54,059	87,996	99,260	75,000	87,212	100,450	75,000	0%	
101-1007-40135	STANDBY WAGES	10,356	14,786	9,949	11,130	13,800	13,800	11,751	14,000	1%	
101-1007-40140	DELAYED COMPENSATION	-	-	9,349	11,265	-	-	2,604	-	#DIV/0!	
101-1007-41205	FICA - REGULAR	43,936	46,051	44,224	8,367	11,506	11,506	5,053	13,270	15%	
101-1007-41210	FICA - MEDICARE	10,275	10,770	10,343	11,381	13,384	13,384	12,518	16,745	25%	
101-1007-41215	PERA	106,850	121,349	107,217	124,198	159,456	159,456	142,236	209,930	32%	
101-1007-41225	HEALTH INSURANCE	87,430	111,274	127,969	138,278	191,913	191,913	128,427	198,370	3%	
101-1007-41226	RETIREE INSURANCE	21,512	23,572	21,676	24,258	31,426	31,426	27,451	40,485	29%	
101-1007-41235	UNEMPLOYMENT INS.	4,507	181	-	456	500	500	-	1,135	127%	
101-1007-41240	WC	131	129	115	127	160	160	122	210	31%	
101-1007-41785	WC PREMIUMS	14,367	15,453	14,498	14,307	14,300	14,300	4,458	14,500	1%	
TOTAL PERSONNEL EXPENSES		1,017,422	1,097,007	1,061,491	1,133,343	1,442,844	1,455,056	1,213,417	1,550,690	7%	
OPERATING EXPENSES											
101-1007-42310	PER DIEM	932	-	-	-	1,000	1,000	2,033	2,000	100%	
101-1007-42620	UNIFORM/LINEN	1,593	-	464	584	-	-	-	-	#DIV/0!	LEPF expense
101-1007-42720	EMPLOYEE TRAINING - PD	1,300	329	-	859	2,000	2,000	1,845	2,000	0%	
101-1007-43316	FUEL	32,914	29,752	52,484	60,177	65,000	65,000	68,480	82,000	26%	
101-1007-43403	REGULAR BUILDING MAINT	-	5,843	-	5,000	-	-	-	-	#DIV/0!	
101-1007-43465	RENT OF EQUIPMENT	2,823	3,063	3,635	4,178	5,000	5,000	6,429	5,000	0%	
101-1007-43735	POSTAGE/MAIL SERVICES	-	-	-	-	-	-	-	7,000	#DIV/0!	
101-1007-43740	PRINTING/PUBLISHING	183	491	678	1,281	1,300	1,300	536	1,000	-23%	
101-1007-43770	DUES & SUBSCRIPTIONS	11,701	851	681	819	2,500	2,500	1,172	2,500	0%	
101-1007-43775	TELEPHONE	12,261	17,471	16,747	17,028	19,000	19,000	16,792	15,000	-21%	
101-1007-43815	SOFTWARE	-	20,802	20,856	38,278	38,000	38,000	24,991	38,000	0%	
101-1007-44606	OFFICE SUPPLIES	2,542	2,456	2,408	2,943	3,000	3,000	2,838	3,000	0%	
101-1007-44607	FIELD SUPPLIES	2,365	2,573	773	1,308	-	-	2,975	-	#DIV/0!	LEPF expense
101-1007-44613	NON-CAPITAL FURNITURE	522	712	-	-	-	56,822	54,549	-	#DIV/0!	LEPF or GRT expense
101-1007-44615	SAFETY EQUIPMENT	1,041	289	221	1,000	-	-	-	-	#DIV/0!	LEPF or GRT expense
101-1007-44616	TRAINING SUPPLIES	-	-	-	936	-	-	-	-	#DIV/0!	
101-1007-44810	EQUIPMENT & MACHINERY	372	-	-	-	-	-	-	-	#DIV/0!	
101-1007-45555	MISC Expense	-	-	-	-	1,544	1,544	-	-	-100%	
101-1007-46732	GENERAL LIABILITY INSURANCE	118,784	94,674	95,551	41,127	42,000	42,000	49,881	45,000	7%	
101-1007-46733	AUTO INSURANCE PREMIUM	-	-	8,278	2,756	4,000	4,000	3,009	3,500	-13%	
101-1007-47420	MAINTENANCE VEHICLE	4,102	9,043	8,436	14,129	11,000	16,158	34,071	25,000	127%	
101-1007-48598	PROFESSIONAL SERVICES	2,533	1,943	1,548	1,686	5,000	5,000	5,525	5,000	0%	
101-1007-48599	OTHER CONTRACTUAL SERVICES	228,517	169,005	173,592	195,501	238,626	238,626	238,626	185,000	-22%	SCRDA Expense
101-1007-80845	CAPITAL IMPROVEMENTS EQUIPMEN	-	-	-	-	-	7,210	7,088	-	#DIV/0!	REIMBURSABLE GRANT EXPENSES
TOTAL OPERATING EXPENSES		424,486	359,297	386,351	389,589	438,970	508,160	520,840	421,000	-4%	
GRAND TOTAL		1,441,908	1,456,304	1,447,842	1,522,932	1,881,814	1,963,216	1,734,257	1,971,690	5%	

10 -GENERAL FUND CODE ENFORCEMENT / ANIMAL CONTROL		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
PERSONNEL EXPENSES											
101-1008-40110	FULL TIME WAGES	101,333	109,899	94,199	95,519	99,320	99,320	75,764	100,030	1%	3 Positions
101-1008-40125	OVERTIME WAGES	10,000	2,586	5,609	12,979	7,000	7,000	5,792	10,000	43%	Vacant ACO Position
101-1008-40135	STANDBY WAGES	5,500	5,280	5,403	6,471	5,500	5,500	4,158	5,500	0%	
101-1008-40140	DELAYED COMPENSATION			4,946	638	-	-	152	-	#DIV/0!	
101-1008-41205	FICA - REGULAR	7,256	7,113	6,731	7,060	7,256	7,256	5,200	7,180	-1%	
101-1008-41210	FICA - MEDICARE	1,707	1,663	1,574	1,651	1,707	1,707	1,216	1,690	-1%	
101-1008-41215	PERA	10,740	10,237	8,924	9,370	10,740	10,740	7,928	11,320	5%	
101-1008-41225	HEALTH INSURANCE	24,799	24,799	12,069	11,813	16,755	16,755	11,331	30,695	83%	
101-1008-41226	RETIREE INSURANCE	2,993	3,092	2,704	2,733	2,993	2,993	1,904	3,015	1%	
101-1008-41235	UNEMPLOYMENT INS.	657	-	-	53	175	175	-	175	0%	
101-1008-41240	WC	43	28	28	28	43	43	21	45	5%	
101-1008-41785	WC PREMIUMS	1,918	1,918	3,593	2,423	2,500	2,500	1,068	2,500	0%	
TOTAL PERSONNEL EXPENSES		166,946	166,614	145,779	150,736	153,989	153,989	114,533	172,150	12%	
OPERATING EXPENSES											
101-1008-42620	UNIFORM/LINEN	2,500	676	2,149	1,854	1,800	1,800	976	1,200	-33%	
101-1008-42720	EMPLOYEE TRAINING	3,000	323	712	895	1,000	1,000	491	1,000	0%	
101-1008-43316	GAS & OIL	9,000	5,139	8,560	10,703	15,000	15,000	4,667	8,500	-43%	
101-1008-43735	POSTAGE	12,000	-	-	-	100	100	-	100	0%	
101-1008-43770	DUES & SUBSCRIPTIONS	1,200	35	214	70	500	500	35	500	0%	
101-1008-43775	TELEPHONE	4,500	2,637	3,565	3,147	3,650	3,650	2,580	3,000	-18%	
101-1008-43815	SOFTWARE		-	-	-	3,250	3,250	3,249	3,250	0%	
101-1008-44606	OFFICE SUPPLIES	1,500	314	195	394	500	500	264	500	0%	
101-1008-44607	FIELD SUPPLIES	12,000	362	1,282	1,287	1,400	1,400	1,256	1,400	0%	
101-1008-44615	SAFETY EQUIPMENT	2,500	73	-	1,258	1,500	1,500	1,092	1,500	0%	
101-1008-47420	MAINTENANCE VEHICLE	1,000	1,303	1,100	1,886	2,500	2,500	93	2,500	0%	
TOTAL OPERATING EXPENSES		67,000	10,861	17,777	21,495	31,200	31,200	14,704	23,450	-25%	
CAPITAL OUTLAY											
101-1008-	EQUIPMENT & MACHINERY	-								#DIV/0!	
TOTAL CAPITAL OUTLAY		-									
GRAND TOTAL		233,946	177,475	163,557	172,231	185,189	185,189	129,236	195,600	6%	

10 -GENERAL FUND PARKS & RECREATION DEPARTMENT										
	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 FINAL	2023-24 Budget w/bars	4/30/2024 YTD	2024-25 INTERIM	% Change	COMMENTS/NOTES
PERSONNEL EXPENSES										
101-1009-40110 FULL TIME WAGES	139,502	178,053	79,195	102,701	138,029	138,029	74,625	153,300	11%	4 Full Time & 2 Seasonal
101-1009-40115 PART TIME WAGES	-	1,700	-	-	27,290	27,290	-	-	-100%	
101-1009-40125 OVERTIME WAGES	3,142	28,572	3,982	7,352	5,000	5,000	2,456	5,000	0%	
101-1009-40140 DELAYED COMP	-	-	-	3,795	-	-	-	-	#DIV/0!	
101-1009-41205 FICA - REGULAR	8,746	11,300	5,437	6,975	10,560	10,560	4,694	9,815	-7%	
101-1009-41210 FICA - MEDICARE	2,046	2,643	1,272	1,631	2,470	2,470	1,098	2,295	-7%	
101-1009-41215 PERA	12,252	15,996	7,573	10,107	14,908	14,908	6,064	14,240	-4%	
101-1009-41225 HEALTH INSURANCE	8,250	8,724	7,228	9,081	30,968	30,968	5,643	30,635	-1%	
101-1009-41226 RETIREE INSURANCE	3,780	4,880	2,316	2,928	4,141	4,141	1,689	3,780	-9%	
101-1009-41235 UNEMPLOYMENT INS.	960	-	-	73	351	351	-	325	-7%	
101-1009-41240 WC	46	53	25	32	70	70	23	60	-14%	
101-1009-41785 WC PREMIUMS	2,555	3,390	2,623	2,460	6,729	6,729	782	2,500	-63%	
TOTAL PERSONNEL EXPENSES	181,280	255,311	115,268	147,135	240,516	240,516	97,072	221,950	-8%	
OPERATING EXPENSES										
101-1009-42620 UNIFORM/LINEN	-	1,142	160	2,101	2,050	2,050	-	2,000	-2%	Pants-\$40 X6 pairs per employee=\$240 X4 employees=\$960/Shirts- \$40X6 per employeeX4 employees=\$960 Grand total=\$2,000
101-1009-42720 EMPLOYEE TRAINING	205	399	457	742	500	500	169	800	60%	\$200 per employee X4 employees=\$800 Training to include turf grass, applicators, Outdoor Economic Conference
101-1009-43316 FUEL	5,566	7,497	7,645	9,434	10,000	10,120	4,837	6,000	-40%	Average monthly gas use = \$515 X12= \$6,180 plus trips out of town for training and picking up supplies=\$1,000 Gas and Diesel for mowers, weed eaters, chain saws = \$2,000
101-1009-43403 REGULAR BUILDING MAINT.	4,853	2,257	222	3,564	2,500	2,500	732	2,500	0%	In support of regular maintenance such as painting, replacing hardware, fixtures for public bathrooms and office building
101-1009-43465 RENT OF EQUIPMENT	2,556	13,940	13,160	14,729	20,000	20,750	15,765	16,000	-20%	Porta Pot rentals for various parks and the added porta pots at Ralph Edwards and Family Park due to bathrooms being locked for a total of \$1,900 month x 12 months=\$22,800. Xerox is \$205.00 monthly X 12 = \$2,460
101-1009-43770 DUES & SUBSCRIPTIONS	1,350	1,800	1,800	1,800	1,800	1,800	1,800	1,800	0%	Fish Pond Water Rights paid \$450.00 quarterly to = \$1,800
101-1009-43775 TELEPHONE	2,584	1,571	1,856	1,741	1,800	1,920	1,455	1,800	0%	Verizon bill \$150 per month = \$1,800
101-1009-44606 OFFICE SUPPLIES	189	305	266	353	500	500	-	200	-60%	For the Park's Office. Paper, markers, folders, pens, paper clips, etc.

10 -GENERAL FUND PARKS & RECREATION DEPARTMENT										
	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 FINAL	2023-24 Budget w/bars	4/30/2024 YTD	2024-25 INTERIM	% Change	COMMENTS/NOTES
101-1009-44607 FIELD SUPPLIES	57,522	21,112	32,571	23,934	30,000	24,000	15,381	31,200	4%	fertilizers, herbicides, pesticides, grass seed-8k Trash liners & Poop bags all City parks 5k, Plumbing supplies, sprinkler heads, irrigation supplies 7k, Trimmer line, weed eater parts, mower blades 3k Open PO - 500 monthly x 12 = 6k, 1,200 Donation FY24 x-mas decorations Renfro Park
101-1009-44609 RECREATION SUPPLIES	944	494	254	437	500	2,300	2,290	2,500	400%	bases for ballfields, tennis court nets, tennis poles and attachments Line # 44613? in need of 4 new weed eaters 4X\$300 = \$1200 replacement tables and benches in City parks, tables=\$2,000 X 2=\$4,000, benches \$700 X 2=\$1,400
101-1009-44613 NON-CAPITAL FURNITURE	18,612	19,445	10,554	19,591	5,000	6,850	6,842	6,600	32%	Reflective vests, safety glasses, gloves, hearing protection for full time(4) staff and Seasonal staff(2) = \$1,500 Steel Toe boots for full time employees 4x\$200 = \$800
101-1009-44615 SAFETY EQUIPMENT	1,113	3,161		173	1,500	1,500	1,116	2,300	53%	
101-1009-44810 EQUIPMENT & MACHINERY	-	-	-	-	0	3,000	2,651		#DIV/0!	
101-1009-45555 MISCELLANEOUS EXPENSES	-	-	-	-	-	5,000	3,377		#DIV/0!	
101-1009-47415 MAINTENANCE GROUNDS	13,442	71,939	31,637	48,018	40,000	33,760	22,637	36,000	-10%	Open PO landscaping services for Veterans Wall \$900monthlyX12=\$10,800 Open PO for licensed applicator to apply pre-emergence, fertilizer, pesticides, and herbicides \$10,000 Chain link Fence repair in various parks \$10,000 Contractor tree trimming and stump removal \$5,000 Belts, batteries, pulleys, bushings, etc for 4 commercial lawn mowers and in support of parks fleet vehicles to include 5 vehicles
101-1009-47420 MAINTENANCE VEHICLE	2,835	15,171	12,051	3,649	5,000	7,000	6,781	7,000	40%	
101-1009-48599 OTHER CONTRACTUAL SERVICES	21,696		1,400	4,599	-	-	-	-	#DIV/0!	
TOTAL OPERATING EXPENSES	134,626	160,233	131,991	134,866	121,150	123,550	85,832	116,700	-4%	
CAPITAL OUTLAY										
101-1009-80805 BUILDING AND STRUCTURES	15,560	-	-	28,471	-	-		20,000	#DIV/0!	Cameras
101-1009-80810 EQUIPMENT & MACHINERY	-	-	-	-	20,000	22,600	22,568		-100%	
101-1009-80845 CAPITAL PROJECT RALPH EDWARDS PARK	86,427	-	-	46,645	-	615,375	402,415		#DIV/0!	
TOTAL CAPITAL OUTLAY	101,987	-	-	75,115	20,000	637,975	424,983	20,000	0%	
GRAND TOTAL	417,893	415,544	247,260	357,116	381,666	1,002,041	607,886	358,650	-6%	

10 -GENERAL FUND											
Community Development Department											
		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
PERSONNEL EXPENSES											
101-1010-40110	FULL TIME WAGES	39,549	45,500	56,471	82,780	86,258	86,258	72,306	87,235	1%	
101-1010-40125	OVERTIME	219	1,162	1,762	151	-	-	-	-	#DIV/0!	
101-1010-41205	FICA - REGULAR	2,380	2,776	3,521	5,056	5,348	5,348	4,408	5,410	1%	
101-1010-41210	FICA - MEDICARE	557	649	824	1,182	1,251	1,251	1,031	1,265	1%	
101-1010-41215	PERA	3,869	4,498	5,504	8,515	9,316	9,316	7,793	9,860	6%	
101-1010-41225	HEALTH INSURANCE	5,581	5,802	5,825	5,592	5,602	5,602	4,893	6,765	21%	
101-1010-41226	RETIREE INSURANCE	1,186	1,393	1,685	2,483	2,588	2,588	2,169	2,620	1%	
101-1010-41235	UNEMPLOYMENT INS.	845	-	-	45	54	54	-	55	2%	
101-1010-41240	WC	9	7	9	9	10	10	7	10	0%	
101-1010-41785	WC PREMIUMS	362	847	97	101	105	105	30	250	138%	
TOTAL PERSONNEL EXPENSES		54,556	62,635	75,697	105,916	110,532	110,532	92,637	113,470	3%	
OPERATING EXPENSES											
101-1010-42720	EMPLOYEE TRAINING	390	25	-	-	-	-	-	-	#DIV/0!	
101-1010-43740	Printing & Publishing	195	-	-	-	500	500	-	500	0%	
101-1010-43770	DUES & SUBSCRIPTIONS	5,006	5,206	6,181	27,078	15,000	15,000	10,372	15,000	0%	
101-1010-43775	TELEPHONE	1,661	1,221	1,118	1,120	1,000	1,000	937	1,000	0%	
101-1010-44606	OFFICE SUPPLIES	133	537	247	2,325	2,000	2,000	971	2,000	0%	
101-1010-44607	FIELD SUPPLIES	-	-	-	-	-	-	-	-	#DIV/0!	
101-1010-44613	NON-CAPITAL FURNITURE	714	1,602	-	2,761	-	-	-	-	#DIV/0!	
101-1010-48555	DEMOLITION & CLEANUP	2,288	46,171	5,017	5,307	3,500	3,500	-	3,500	0%	
101-1010-48598	PROFESSIONAL SERVICES/LEGAL	67,857	39,916	81,548	139,176	267,000	375,025	192,555	267,000	0%	
TOTAL OPERATING EXPENSES		79,842	94,678	94,112	177,767	289,000	397,025	204,834	289,000	0%	
CAPITAL OUTLAY											
101-1010-80810	OTHER CAPITAL EQUIPMENT-VEHICLES									#DIV/0!	
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-	-	-	-	
GRAND TOTAL		134,398	157,312	169,809	283,683	399,532	507,557	297,472	402,470	1%	

10 -GENERAL FUND STREET DEPARTMENT		2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 FINAL	2023-24 Budget w/bars	4/30/2024 YTD	2024-25 INTERIM	% Change	COMMENTS/NOTES
PERSONNEL EXPENSES											
101-1011-40110	FULL TIME WAGES	244,858	288,197	254,603	267,355	313,830	313,830	210,652	315,060	0%	8 Positions
101-1011-40125	OVERTIME WAGES	2,069	2,958	3,228	3,161	5,000	5,000	4,651	5,000	0%	
101-1011-40135	STANDBY WAGES	-	-	-	6,490	8,000	8,000	4,790	6,000	-25%	
101-1011-40140	DELAYED COMPENSATION	-	-	11,363	8,628	2,000	2,000	2,656	-	-100%	
101-1011-41205	FICA - REGULAR	14,892	17,465	15,933	17,245	19,767	19,767	13,494	20,220	2%	
101-1011-41210	FICA - MEDICARE	3,483	4,085	3,727	4,033	4,623	4,623	3,156	4,730	2%	
101-1011-41215	PERA	23,922	27,907	24,196	27,177	33,894	33,894	22,523	35,605	5%	
101-1011-41225	HEALTH INSURANCE	27,799	42,667	52,462	33,520	49,512	49,512	20,749	53,675	8%	
101-1011-41226	RETIREE INSURANCE	7,333	8,543	7,404	7,905	9,415	9,415	6,225	9,455	0%	
101-1011-41235	UNEMPLOYMENT INS.	2,420	181	-	182	432	432	-	435	1%	
101-1011-41240	WC	67	81	69	67	80	80	44	80	0%	
101-1011-41785	WC PREMIUMS	19,872	5,990	11,304	7,382	40,296	40,296	3,361	12,500	-69%	
TOTAL PERSONNEL EXPENSES		346,714	398,074	384,288	383,145	486,849	486,849	292,302	462,760	-5%	
OPERATING EXPENSES											
101-1011-43775	TELEPHONE	1,051	1,240	962	836	1,000	1,000	1,501	2,000	100%	
101-1011-44606	OFFICE SUPPLIES	198	113	499	470	500	500	258	500	0%	
TOTAL OPERATING EXPENSES		198	113	499	1,305	1,500	1,500	1,759	2,500	67%	
CAPITAL OUTLAY											
101-1011-80810	OTHER CAPITAL EQUIPMENT-VEHICLES										#DIV/0!
TOTAL CAPITAL OUTLAY		-									
GRAND TOTAL		346,913	398,187	384,787	384,450	488,349	488,349	294,060	465,260	-5%	

10 -GENERAL FUND FLEET MAINTENANCE DIVISION		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
PERSONNEL EXPENSES											
101-1012-40110	FULL TIME WAGES	52,882	65,842	92,929	96,921	93,080	93,080	94,296	168,875	81%	4 w/New Position
101-1012-40125	OVERTIME WAGES	-	390	896	394	1,000	1,000	172	500	-50%	
101-1012-40140	DELAYED COMPENSATION	-	-	72	174	500	500	-	-	-100%	
101-1012-41205	FICA - REGULAR	3,276	4,155	5,742	6,040	5,926	5,926	5,843	9,550	61%	
101-1012-41210	FICA - MEDICARE	766	972	1,343	1,413	1,386	1,386	1,366	2,235	61%	
101-1012-41215	PERA	5,118	6,235	8,732	9,902	10,053	10,053	10,135	17,350	73%	
101-1012-41225	HEALTH INSURANCE	246	1,996	5,287	467	6,565	6,565	1,070	23,445	257%	
101-1012-41226	RETIREE INSURANCE	1,553	1,692	2,635	2,903	2,792	2,792	2,721	4,610	65%	
101-1012-41235	UNEMPLOYMENT INS.	615	-	-	57	162	162	-	220	36%	
101-1012-41240	WC	14	20	25	28	30	30	23	40	33%	
101-1012-41785	WC PREMIUMS	2,301	1,338	1,234	824	1,000	1,000	367	1,500	50%	
TOTAL PERSONNEL EXPENSES		66,770	83,893	118,895	119,122	122,494	122,494	115,993	228,325	86%	
OPERATING EXPENSES											
101-1012-42620	UNIFORM/LINEN	-	1,138	-	-	1,350	1,350	1,262	3,000	122%	
101-1012-42720	EMPLOYEE TRAINING	-	-	618	200	1,000	700	80	500	-50%	
101-1012-43316	FUEL	578	2,304	4,769	-	3,600	1,200	3,125	4,000	11%	
101-1012-43403	BUILDING MAINTENANCE	-	-	3526	26,011	-	4,800	7,999		#DIV/0!	
101-1012-43465	RENT OF EQUIPMENT	156	693	-	-	2,500	500	194	2,000	-20%	
101-1012-43775	TELEPHONE	485	1,161	1,026	1,028	1,500	1,500	861	1,500	0%	
101-1012-43815	SOFTWARE	-	-	-	-	1,000	1,000	-		-100%	
101-1012-44606	OFFICE SUPPLIES	-	116	661	421	2,000	2,000	877	2,000	0%	
101-1012-44607	FIELD SUPPLIES	402	9,374	3,369	8,656	10,000	10,000	9,268	10,000	0%	
101-1014-44613	NON-CAPITAL FURNITURE	100	2,862	1,455	-	3,000	2,600	-	3,000	0%	
101-1012-44615	SAFETY EQUIPMENT	269	1,035	159	96	1,500	1,800	2,332	2,000	33%	
101-1012-47420	MAINTENANCE VEHICLE	824	-	-	313	1,000	1,000	122	1,000	0%	
101-1012-48599	OTHER CONTRACTURAL SERVICES	-	-	195	195	1,000	1,000	389	1,000	0%	
TOTAL OPERATING EXPENSES		3,290	20,505	27,273	36,920	29,450	29,450	26,510	30,000	2%	
CAPITAL OUTLAY											
101-1012-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	-	-	-	-	-	-	-		#DIV/0!	
101-1012-80845	CAPITAL IMPROVEMENTS EQUIPMENT	-	0	0	-	30,000	41,000	39,550		-100%	
TOTAL CAPITAL OUTLAY		-	-	-	-	30,000	41,000	39,550	-	-100%	
GRAND TOTAL		70,060	104,398	146,169	156,042	181,944	192,944	182,054	258,325	42%	

10 -GENERAL FUND COMMUNITY SERVICES		2021-22 Actual	2022-23 Actual	2023-24 FINAL	2023-24 Budget w/bars	4/30/2024 YTD	2024-25 INTERIM	% Change	COMMENTS/NOTES
PERSONNEL EXPENSES									
101-1013-40110	FULL TIME WAGES	66,997	66,997	67,725	67,725	56,690	67,000	-1%	
101-1013-41205	FICA - REGULAR	4,113	4,116	4,199	4,199	3,481	4,155	-1%	
101-1013-41210	FICA - MEDICARE	962	963	982	982	814	975	-1%	
101-1013-41215	PERA	6,566	6,888	7,314	7,314	6,110	7,575	4%	
101-1013-41225	HEALTH INSURANCE	5,825	5,592	5,592	5,592	4,893	6,765	21%	
101-1013-41226	RETIREE INSURANCE	2,010	2,010	2,032	2,032	1,701	2,010	-1%	
101-1013-41235	UNEMPLOYMENT INS.	-	36	54	54	-	55	2%	
101-1013-41240	WC	9	9	10	10	7	10	0%	
101-1013-41785	WC PREMIUMS	116	80	100	100	34	100	0%	
TOTAL PERSONNEL EXPENSES		86,598	86,692	88,008	88,008	73,729	88,645	1%	
OPERATING EXPENSES									
101-1013-42620	UNIFORM/LINEN	240	105	400	400	0	520	30%	shirts \$30x6=\$180,pants \$40x6 =\$240, jacket \$100
101-1013-42720	EMPLOYEE TRAINING	257	888	1000	1000	684.21	500	-50%	NM Economic Outdoor Conference, per diem average tuel monthly=\$185x12=\$2,220 plus out of town training and picking up parts = \$1,000
101-1013-43316	FUEL	1,329	1,953	2,000	2,000	1,959	2,400	20%	
101-1013-44606	OFFICE SUPPLIES	15	-	500	500	31	-	-100%	
101-1013-44615	SAFETY EQUIPMENT	-	0	200	200	99.99	200	0%	\$200 for steel toe boots for Community Service
101-1013-47420	MAINTENANCE VEHICLE	130	4,824	1,000	1,000	269	1,500	50%	Truck needs tires, oil changes
TOTAL OPERATING EXPENSES		5,705	7,769	5,100	5,100	3,044	5,120	0%	
CAPITAL OUTLAY									
101-1013-80805	BUILDINGS & STRUCTURES							#DIV/0!	
101-1013-80810	OTHER CAPITAL EQUIPMENT-VEHICLES							#DIV/0!	
101-1013-80845	CAPITAL IMPROVEMENTS EQUIPMENT							#DIV/0!	
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-		
GRAND TOTAL		92,302	94,461	93,108	93,108	76,773	93,765	1%	

10 -GENERAL FUND FACILITY MANAGEMENT		2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 FINAL	2023-24 Budget w/bars	4/30/2024 YTD	2024-25 INTERIM	% Change	COMMENTS/NOTES
PERSONNEL EXPENSES											
101-1014-40110	FULL TIME WAGES	198,941	165,463	162,500	168,207	210,392	210,392	154,283	188,720	-10%	5 Positions
101-1014-40125	OVERTIME WAGES	4,247	4,260	6,511	3,222	5,000	5,000	3,720	5,000	0%	
101-1014-40135	STANDBY WAGES	4,712	5,104	5,396	6,037	6,000	6,000	5,096	6,000	0%	
101-1014-40140	DELAYED COMPENSATION	-	-	2,300	1,571	1,000	1,000	-	-	-100%	
101-1014-41205	FICA - REGULAR	12,580	10,574	10,735	10,835	13,789	13,789	9,846	12,385	-10%	
101-1014-41210	FICA - MEDICARE	2,942	2,473	2,511	2,534	3,225	3,225	2,303	2,900	-10%	
101-1014-41215	PERA	18,667	16,099	15,805	17,211	22,723	22,723	16,549	21,330	-6%	
101-1014-41225	HEALTH INSURANCE	22,682	17,566	14,553	17,406	47,517	47,517	17,455	34,590	-27%	
101-1014-41226	RETIREE INSURANCE	5,719	5,581	4,871	5,023	6,312	6,312	4,601	5,665	-10%	
101-1014-41235	UNEMPLOYMENT INS.	1,805	181	-	98	324	324	-	270	-17%	
101-1014-41240	WC	58	49	44	44	60	60	35	50	-17%	
101-1014-41785	WC PREMIUMS	13,621	6,333	6,333	6,000	29,563	29,563	1,882	6,000	-80%	
TOTAL PERSONNEL EXPENSES		285,975	233,684	231,558	238,187	345,905	345,905	215,769	282,910	-18%	
OPERATING EXPENSES											
101-1014-42620	UNIFORM/LINEN	549	-	1,356	864	3,350	3,350	-	3,350	0%	
101-1014-42720	EMPLOYEE TRAINING	-	-	-	-	1,000	1,000	574	1,000	0%	
101-1014-43316	FUEL	6,151	3,637	6,707	7,871	9,000	12,500	8,056	10,000	11%	
101-1014-43403	MAINTENANCE BUILDING	25,567	42,832	20,114	34,461	60,000	58,000	30,517	60,000	0%	
101-1014-43465	RENT OF EQUIPMENT	81	83.75	127.66	226	500	500	519	500	0%	
101-1014-43770	SUBSCRIPTION & DUES	-	-	-	-	-	-	250	-	#DIV/0!	
101-1014-43775	TELEPHONE	3,117	1,888	1,344	1,467	3,500	3,500	1,264	3,500	0%	
101-1014-44607	FIELD SUPPLIES	14,398	20,083	18,051	18,546	40,000	41,500	16,379	35,000	-13%	
101-1014-44613	NON-CAPITAL FURNITURE	671	1,891	1,876	1,557	15,000	15,000	-	7,500	-50%	
101-1014-44615	SAFETY EQUIPMENT	1,337	-	289	375	2,000	2,000	378	1,000	-50%	
101-1014-47410	MAINTENANCE CONTRACTS	11,371	647	647	6,730	10,000	10,000	7,592	10,000	0%	
101-1014-47420	MAINTENANCE VEHICLE	1,088	1,721	11,752	257	1,000	3,000	2,724	3,000	200%	
TOTAL OPERATING EXPENSES		76,223	73,212	62,264	72,355	145,350	150,350	68,253	134,850	-7%	
GRAND TOTAL		362,197	306,895	293,822	310,542	491,255	496,255	284,022	417,760	-15%	

10 -GENERAL FUND LIBRARY DEPARTMENT		2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 FINAL	2023-24 Budget w/bars	4/30/2024 YTD	2024-25 INTERIM	% Change	COMMENTS/NOTES
PERSONNEL EXPENSES											
101-1016-40110	FULL TIME WAGES	103,231	112,879	114,820	146,846	139,901	139,901	118,237	143,625	3%	6 Positions
101-1016-40115	PART TIME WAGES	34,470	39,904	38,537	26,713	41,382	41,382	32,468	41,665	1%	
101-1016-40140	DELAYED COMPENSATION	-	-	5,892	1,159	500	500	105	-	-100%	
101-1016-41205	FICA - REGULAR	8,435	9,361	9,745	10,641	11,240	11,240	9,135	11,490	2%	
101-1016-41210	FICA - MEDICARE	1,972	2,189	2,279	2,489	2,629	2,629	2,137	2,690	2%	
101-1016-41215	PERA	13,482	14,973	15,029	17,858	16,629	16,629	16,244	17,820	7%	
101-1016-41225	HEALTH INSURANCE	6,924	7,562	8,643	13,137	19,017	19,017	14,267	22,955	21%	
101-1016-41226	RETIREE INSURANCE	4,131	5,298	4,601	5,210	4,619	4,619	4,522	4,735	3%	
101-1016-41235	UNEMPLOYMENT INS.	1,575	-	-	74	324	324	-	325	0%	
101-1016-41240	WC	51	55	53	53	50	50	39	50	0%	
101-1016-41785	WC PREMIUMS	638	2,212	395	500	500	500	149	500	0%	
TOTAL PERSONNEL EXPENSES		174,910	194,434	199,994	224,679	236,791	236,791	197,304	245,855	4%	
OPERATING EXPENSES											
101-1016-42720	EMPLOYEE TRAINING	-	-	-	-	1,000	1,000	-	-	-100%	
101-1016-43770	DUES & SUBSCRIPTIONS	1,813	1,089	1,201	1,189	1,250	1,525	1,504	1,250	0%	
101-1016-43775	TELEPHONE	-	-	-	-	-	-	-	-	#DIV/0!	
101-1016-44606	OFFICE SUPPLIES	-	3,838	1,983	849	2,500	2,500	329	2,500	0%	
101-1016-44613	NON-CAPITAL FURNITURE	-	-	1,301	-	7,500	7,225	-	7,500	0%	
101-1016-44830	CITY BOOK PURCHASING	14,619	5,654	6,820	8,457	12,000	12,000	8,711	12,000	0%	
TOTAL OPERATING EXPENSES		16,432	10,582	11,304	10,494	24,250	24,250	10,544	23,250	-4%	
GRAND TOTAL		191,341	205,016	211,297	235,173	261,041	261,041	207,847	269,105	3%	

10 -GENERAL FUND											
HOSPITAL GROSS RECEIPT PAYMENTS											
		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
OPERATING EXPENSES											
101-1017-43999	OPERATING COST	4,737		6,794	11,145	10,000	14,770	11,932	15,000	50%	GRT Admin Fees
101-1017-48599	OTHER CONTRACTUAL SERVICES	261,256	268,509	302,803	425,959	300,000	550,785	410,217	500,000	67%	Hospital part of GRT
TOTAL OPERATING EXPENSES		265,993	268,509	309,597	437,104	310,000	565,555	422,148	515,000	66%	

10 -GENERAL FUND											
UTILITY & INSURANCE EXPENSE											
		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/vars	YTD	INTERIM	Change	
OPERATING EXPENSES											
101-1018-43770	SUBSCRIPTION AND DUES	0	-	211	-	100	100	-	-	-100%	City Trash,Utilities, Gas, Internet
101-1018-43780	UTILITIES	195,608	183,631	203,882	212,274	205,000	205,000	184,904	215,000	5%	Email (Silversky) Increase due to Microsoft 365 & increase in storage/cloud \$2,000mo
101-1018-43815	SOFTWARE	0	3,790	2,791	2,462	2,000	26,560	20,687	24,000	1100%	PD Building Loan (PPRF-1850 TorC 8) \$14,760 Recreation Loan & New Money (PPRF-4968ABC TorC 13) \$273,880 Admin Fees for GRT & Property Taxes
101-1018-43998	INTERCEPT	297,394	289,047	289,047	289,047	304,000	304,000	240,873	288,640	-5%	
101-1018-43999	OPERATING COST	36,651	32,973	42,089	55,829	43,000	73,615	59,153	70,000	63%	
101-1018-46731	PROPERTY INSURANCE	19,825	17,469	16,204	16,508	17,000	17,000	9	17,000	0%	
101-1018-46732	GENERAL LIABILITY INSURANCE	22,136	7,530	19,338	16,774	18,000	18,000	16,897	18,000	0%	
101-1018-46733	VEHICLE INSURANCE	11,986	5,826	15,438	4,226	17,000	17,000	5,611	5,000	-71%	
101-1018-48596	AUDIT CONTRACT	-	9,709	9,709	14,008	14,100	14,100	3,233	14,100	0%	
101-1018-48598	PROFESSIONAL SERVICES	-	11,818	32,448	11,331	25,000	141,776	62,008	78,825	215%	IT Services
TOTAL OPERATING EXPENSES		583,600	565,674	631,157	622,459	645,200	817,151	593,375	730,565	13%	

201 CORRECTION FUND		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	CHANGE	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	%	
REVENUES											
201-1903-35361	LOCAL CORRECTION FEES	4,239	2,449	6,009	2,001	250	250	559	-	-100%	Courts Closed 12/23
201-1903-35362	DWI PREVENTION FEES	91	275	-	-	-	-	150	-	#DIV/0!	Courts Closed 12/23
201-1903-35363	JUDICIAL EDUCATION FEES	636	360	904	415	50	50	112	-	-100%	Courts Closed 12/23
201-1903-35364	LABORATORY FEES	114	235	-	-	-	-	170	-	#DIV/0!	Courts Closed 12/23
201-1903-35365	COURT AUTOMATION FEES	1,262	728	1,763	571	100	100	263	-	-100%	Courts Closed 12/23
	TOTAL REVENUE	6,342	4,047	8,676	2,987	400	400	1,254	-	-100%	
TRANSFERS IN (OUT)											
201-1903-39935	IN	15,000	30,000	95,000	180,000	89,000	89,000	89,000	-	-100%	
	TOTAL TRANSFERS	15,000	30,000	95,000	180,000	89,000	89,000	89,000	-	-100%	
EXPENDITURES											
201-1903-44805	AUTO/LAB/DWI/JUD ED	2,200	1,206	2,858	1,027	3,000	3,000	726	-	-100%	Courts Closed 12/23
201-1903-48598	PROFESSIONAL SERVICES	-	-	-	172,070	36,000	36,000	11,713	30,000	-17%	SVH-Medical for Prisoners
201-1903-48710	CARE OF PRISONERS	18,525	32,205	27,130	27,940	50,000	50,000	19,580	45,000	-10%	Sierra County
	TOTAL EXPENDITURES	20,725	33,411	29,988	201,037	89,000	89,000	32,019	75,000	-16%	
Transfers IN											
	201-Corrections				\$ 180,000	\$ 89,000			\$ -		
Grand Total					\$ 180,000	\$ 89,000			\$ -		

209 FIRE PROTECTION FUND		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	CHANGE	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	%	
REVENUES											
209-1603-32388	STATE - FIRE ALLOTMENT	312,200	326,587	308,824	354,685	372,890	372,890	376,085	376,085	1%	
209-1603-36373	INTEREST INCOME	881	1,050	683	1,011	600	600	812	800	33%	
209-1603-37380	MISC REVENUE	-	-	-	-	-	-	100	-		
209-1603-38387	GRANT COUNCIL-REVENUE	-	-	300,000	-	-	-	-	-	#DIV/0!	
TOTAL REVENUE		313,081	327,637	609,507	355,696	373,490	373,490	376,997	376,885	1%	
TRANSFERS IN (OUT)											
209-1603-39935	IN	-	-	-	-	-	-	-	-		
209-1603-49930	OUT	-	-	-	-	-	-	-	-		
TOTAL TRANSFERS		-	-	-	-	-	-	-	-		
EXPENDITURES											
209-1603-42720	EMPLOYEE TRAINING	-	-	-	3,955	8,000	8,000	994	1,000	-88%	
209-1603-43316	GAS & OIL	2,032	1,173	2,611	2,079	5,000	5,000	1,154	1,500	-70%	
209-1603-43465	RENT OF EQUIPMENT	-	3,081	3,256	3,810	4,500	4,500	4,097	4,500	0%	
209-1603-43770	SUBSCRIPTION & DUES	7,599	810	243	260	2,000	2,000	-	300	-85%	
209-1603-43775	TELEPHONE	1,586	4,375	4,340	4,414	5,000	5,000	3,515	4,000	-20%	
209-1603-43780	UTILITIES	7,487	9,070	9,085	12,511	20,000	20,000	8,681	10,000	-50%	
209-1603-43815	SOFTWARE	-	2,420	3,297	3,397	5,000	5,000	3,532	4,000	-20%	
209-1603-43999	OPERATING COST	-	-	9,539	-	847,884	847,884	-	1,507,255	78%	
209-1603-44607	FIELD SUPPLIES	743	532	248	-	5,000	5,000	-	300	-94%	
209-1603-44613	NON - CAPITAL ITEMS	-	7,721	13,673	-	17,650	17,650	-	-	-100%	
209-1603-44615	SAFETY EQUIPMENT	-	2,804	-	-	-	-	82,077	-	#DIV/0!	
209-1603-44616	TRAINING SUPPLIES	-	-	-	-	2,000	2,000	-	-	-100%	
209-1603-44810	EQUIPMENT & MACHINERY	-	-	-	4,507	9,485	9,485	15,851	-	-100%	
209-1603-46730	INSURANCE - NON EMPLOYEE	15,126	15,142	14,810	11,806	29,620	29,620	11,806	11,810	-60%	
209-1603-47405	MAINTENANCE BUILDINGS	8,680	7,101	6,939	9,616	10,000	10,000	-	7,000	-30%	
209-1603-47415	MAINTENANCE - REPAIRS GROUNDS	-	4,470	27,103	7,157	7,380	7,380	5,035	6,000	-19%	
209-1603-47420	MAINTENANCE VEHICLE/EQUIPMENT	7,902	10,310	15,838	14,593	81,142	81,142	67,323	15,000	-82%	
209-1603-47595	GENERAL FUND ADMIN FEE	-	-	21,616	21,500	21,500	21,500	21,500	21,500	0%	
209-1603-48599	OTHER CONTRACTUAL SERVICES	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0%	
TOTAL EXPENDITURES		51,155	79,009	142,598	109,605	1,091,161	1,091,161	235,565	1,604,165	47%	
CAPITAL OUTLAY											
209-1603-80810	OTHER CAPITAL EQUIPMENT	-	780,000	-	-	369,330	369,330	-	-	-100%	
TOTAL CAPITAL OUTLAY		109,663	797,360	-	-	369,330	369,330	-	-	-100%	
TOTAL EXPENDITURES		160,818	876,369	142,598	109,605	1,460,491	1,460,491	235,565	1,604,165	10%	

211 LAW ENFORCEMENT PROTECTION FUND		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	CHANGE	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bare	YTD	INTERIM	%	
REVENUES											
211-2003-32389	STATE ALLOTMENT	27,800	26,600	26,000	57,000	113,000	113,000	113,000	116,000	3%	
TOTAL REVENUE		27,800	26,600	26,000	57,000	113,000	113,000	113,000	116,000	3%	
TRANSFERS IN (OUT)											
211-2003-39935	IN										
211-2003-49930	OUT										
TOTAL TRANSFERS		-	-	-	-	-	-	-	-	#DIV/0!	
EXPENDITURES											
211-2003-42535	EMPLOYEE TRAINING	349	2,547	827	7,393	25,605	29,005	27,006	30,000	17%	
211-2003-44573	UNIFORM & EQUIPMENT	16,547	11,287	3,460	8,124	11,877	11,877	9,780	12,000	1%	
211-2003-44607	FIELD SUPPLIES	7,951	11,223	4,474	10,822	10,178	8,278	7,625	8,000	-21%	
211-2003-44613	NON CAPITAL ITEMS	-	1,235	260	4,813	8,139	6,639	6,142	8,000	-2%	
211-2003-44615	SAFETY EQUIPMENT	-	-	-	-	5,000	5,000	4,898	5,000	0%	
211-2003-44840	EQUIPMENT & MACHINERY	7,426	-	8,699	5,047	-	-	-	-	#DIV/0!	
211-2003-47420	MAINTENANCE VEHICLE	-	308	8,280	9,777	10,224	10,224	10,399	10,000	-2%	
TOTAL OPERATING EXPENSES		32,425	26,600	26,000	45,976	71,023	71,023	65,849	73,000	3%	
CAPITAL OUTLAY											
211-2003-80810	VEHICLES					53,000	53,000	52,999	43,000	-19%	
211-2003-80845	EQUIPMENT & MACHINERY	-	-	-	-	-	-	-	-	-	
TOTAL CAPITAL OUTLAY		-	-	-	-	53,000	53,000	52,999	43,000	-19%	
TOTAL EXPENDITURES		32,425	26,600	26,000	45,976	124,023	124,023	118,849	116,000	-6%	

212 LAW ENFORCEMENT RECRUITMENT RETENTION		2022-23	2023-24	2023-24	4/30/2024	2024-25	CHANGE	COMMENTS/NOTES
		Actual	FINAL	Budget w/bars	YTD	INTERIM	%	
REVENUES								
212-3001-32389	STATE ALLOTMENT	112,500	112,500	-	-	-	-40%	
212-3002-32389	STATE ALLOTMENT	-	-	112,500	112,500	-		
212-3003-32389	STATE ALLOTMENT	-	-	-	-	68,000		
TOTAL REVENUE		112,500	112,500	112,500	112,500	68,000	-40%	
TRANSFERS IN (OUT)								
212-3001-39935	IN	-	-	-	-	-	#DIV/0!	
212-3001-49930	OUT	-	(1,543)	(1,543)	(1,543)	-	-100%	
TOTAL TRANSFERS		-	-	-	-	-	#DIV/0!	
PERSONNEL EXPENSES								
212-3001-41261	RECRUITMENT STIPEND	25,750	20,000	-	-	-	-100%	
212-3002-41261	RECRUITMENT STIPEND	-	-	20,000	2,000	-		
213-3003-41261	RECRUITMENT STIPEND	-	-	-	-	8,000		
212-3001-41262	RETENTION STIPEND	85,000	90,750	-	-	-	-100%	
212-3002-41262	RETENTION STIPEND	-	-	90,750	90,000	-		
212-3003-41262	RETENTION STIPEND	-	-	-	-	60,000		
212-3001-41210	FICA-MEDICARE	207	1,750	-	-	-	-100%	
212-3002-41210	FICA-MEDICARE	-	-	1,750	1,334	-		
212-3003-41210	FICA-MEDICARE	-	-	-	-	-		
TOTAL OPERATING EXPENSES		110,957	112,500	112,500	93,334	68,000	-40%	
TOTAL EXPENDITURES		110,957	112,500	112,500	93,334	68,000	-40%	

213 LAW ENFORCEMENT RECRUITMENT FUND		2023-24 FINAL	2023-24 Budget w/bars	4/30/2024 YTD	2024-25 INTERIM	CHANGE %	COMMENTS/NOTES
REVENUES							
213-3001-32389	STATE ALLOTMENT	225,000	225,000	225,000	-	-100%	
213-3002-32389	STATE ALLOTMENT	-	-	-	112,500		
	TOTAL REVENUE	225,000	225,000	225,000	112,500	-50%	
TRANSFERS IN (OUT)							
213-3001-39935	IN	-	-	-	-	#DIV/0!	
213-3001-49930	OUT	-	-	-	-	#DIV/0!	
	TOTAL TRANSFERS	-	-	-	-	#DIV/0!	
PERSONNEL EXPENSES							
213-3001-41261	FULL TIME WAGES	-	225,000	-	-	#DIV/0!	
213-3002-41261	FULL TIME WAGES	-	-	-	112,500		
213-3001-41262	RETENTION STIPEND	-	-	-	-	#DIV/0!	
213-3002-41262	RETENTION STIPEND	-	-	-	-		
213-3001-41210	FICA-MEDICARE	-	-	-	-	#DIV/0!	
213-3002-41210	FICA-MEDICARE	-	-	-	-		
	TOTAL OPERATING EXPENSES	-	225,000	-	112,500	#DIV/0!	
	TOTAL EXPENDITURES	-	225,000	-	112,500	#DIV/0!	

214 LODGERS' TAX ACT

		2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	CHANGE	COMMENTS/NOTES
		Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	%	
REVENUES										
214-2503-30318	PROMOTION/ADVERTISING	150,066	220,634	247,725	200,000	200,000	242,454	240,000	20%	
214-2503-30319	CITY'S PORTION FOR MAINT. EQUIP & OTHER	100,044	147,090	165,150	125,000	125,000	161,636	160,000	28%	
214-2503-35317	LATE PENALTIES	899	1,024	1,215	850	850	886	850	0%	
214-2503-36373	INTEREST INCOME	448	586	765	500	500	530	500	0%	
214-2503-37323	1% CONVENTION CENTER FEE	50,027	73,358	78,649	60,000	60,000	75,272	75,000	25%	Convention Fee Tax: (CIP Needed)
TOTAL REVENUE		301,484	442,692	493,503	386,350	386,350	480,778	476,350	23%	
TRANSFERS IN (OUT)										
214-2503-39935	IN									
214-2503-49930	OUT	(90,000)	(90,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	0%	
TOTAL TRANSFERS		(90,000)	(90,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	0%	
PERSONNEL EXPENSES										
214-2503-40110	FULL TIME WAGES				27,290	27,290	-	27,290	0%	
214-2503-40125	OVERTIME WAGES				1,500	1,500	-	1,500	0%	
214-2503-40140	DELAYED COMPENSATION				-	-	-	-		
214-2503-41205	FICA - REGULAR				1,692	1,692	-	1,695	0%	
214-2503-41210	FICA - MEDICARE				396	396	-	400	1%	
214-2503-41215	PERA				2,947	2,947	-	2,950	0%	
214-2503-41225	HEALTH INSURANCE				819	819	-	820	0%	
214-2503-41226	RETIREE INSURANCE				14,834	14,834	-	14,835	0%	
214-2503-41235	UNEMPLOYMENT INS.				54	54	-	55	2%	
214-2503-41240	WORKER'S COMP. ASSESSMENT				10	10	-	10	0%	
214-2503-41785	WORKER'S COMP. (NMSI)				871	871	-	875	0%	
TOTAL PERSONNEL EXPENSES					50,413	50,413	-	50,430	0%	
EXPENDITURES										
214-2501-60725	GRANTS TO SUB-RECIPIENTS (1% PUBLIC ARTS)	-	-	-	18,000	18,000	-	18,000	0%	
214-2503-43403	REGULAR BUILDING MAINT. CONVENTION FEE	-	-	-	82,000	82,000	-	82,000	0%	
214-2503-43550	ROADWAY MAINTENANCE	-	-	13,700	13,700	13,700	-	15,000	9%	
214-2503-43999	OTHER OPERATING COSTS GEN FUND ADMIN FEE 10%	-	-	46,783	38,787	38,787	-	35,000	-10%	
214-2503-44607	FIELD SUPPLIES	-	-	-	40,000	40,000	-	40,000	0%	
214-2503-44810	EQUIP. & MACH. (LEASE MOWERS&TRACTOR)	-	-	-	-	-	-	-	#DIV/0!	
214-2503-47406	PROMOTION/ADVERTISING (LOCAL GRANTS)	25,733	34,134	145,876	130,000	130,000	163,409	200,000	54%	Local Match Funds for CoOp Grant
214-2503-47597	9% CITY ADVERTISING/MARKETING	18,641	38,752	-	-	-	1,654	-	#DIV/0!	SCRTAB>SB (\$22k); Local CoOp Match
214-2503-48591	MAIN STREET CONTRACT	45,000	45,000	-	-	-	-	-	#DIV/0!	
214-2503-48596	AUDIT CONTRACT SERVICES	-	-	4,310	8,000	8,000	0	8,000	0%	
214-2503-48815	SERVICE CONTRACTS	9,998	-	-	-	-	3,750	5,000	#DIV/0!	
214-2503-60596	STATE ADVERTISING GRANT	-	21,697	-	-	-	-	-	#DIV/0!	
214-2540-43466	RENT OF LAND/BUILDING	-	-	-	-	-	14,438	20,000		Rent for Visitor Center
214-2540-48598	OTHER PROFESSIONAL SERVICES	-	-	27,358	29,000	29,000	-	30,000	3%	Grant Mgmt for NM True Grant
214-2540-48599	OTHER CONTRACT SERVICES	-	-	10,725	9,900	9,900	-	8,500	-14%	Promotion Supplies
214-2540-60725	GRANTS TO SUB-RECIPIENTS (40%)	-	-	66,000	100,600	100,600	50,596	100,000	-1%	Commission approved requests
										SCRTAB, SCAC, CoFC, Health Council, Vet
214-2560-60725	GRANTS TO SUB-RECIPIENTS (60%)	-	-	79,935	295,000	295,000	19,780	125,000	-58%	Memorial, Mainstreet, NM Film
TOTAL OPERATING EXPENSES		128,256	171,085	394,686	764,987	764,987	253,627	686,500	-10%	

Sub-Recipient Grant Applications

Geronimo Museum	5,000
Geronimo trail Scenic Byway	5,600
MainStreet Truth or Consequences	45,000
Total Amount Requested	55,600

CAPITAL OUTLAY

214-2503-80845	CAPITAL IMPROVEMENTS-EQUIPMENT	-	-	9,881					#DIV/0!	Civic Ctr.
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TOTAL CAPITAL OUTLAY

		-	-	9,881	-				#DIV/0!	
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TOTAL EXPENDITURES	128,256	171,085	404,567	815,400	815,400	253,627	736,930	-10%
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Transfers OUT

101-General Fund	35,000.00	35,000.00	-	-					#DIV/0!
508-Golf Course	55,000.00	55,000.00	55,000.00	55,000.00			55,000.00		0%
Grand Total	90,000.00	90,000.00	55,000.00	55,000.00			55,000.00		0%

40% - City Non-Promotional
60% - LT Board - Promotional / Advertising
1% - Public Arts

216 MUNICIPAL STREET FUND		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	FY 2025	CHANGE	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	%	
REVENUES											
216-4503-30313	GROSS RECEIPTS-INFRA (STREETS)	354,257	361,493	412,685	581,799	500,000	754,070	614,190	600,000	20%	
216-4503-30324	GASOLINE - 1 CENT	84,925	74,080	88,953	84,458	75,000	75,000	64,857	75,000	0%	
216-4503-36373	INTEREST INCOME	497	461	504	655	500	500	831	750	50%	
216-4503-37380	MISCELLANEOUS REVENUE	-	-	-	129,745	-	-	807	-	#DIV/0!	
216-7018-32386	NMDOT GRANT	-	-	24,557	62,510	58,054	58,054	10,750	47,305	-19%	
216-7023-32386	LOCAL/STATE/GRANT/LOANS	-	-	-	235,227	-	-	-	-	#DIV/0!	
216-7025-32386	LOCAL/STATE/GRANT/LOANS	-	-	-	-	204,000	244,800	-	244,800	20%	
216-7026-32386	LOCAL/STATE/GRANT/LOANS	-	-	-	-	212,910	212,910	-	212,910	0%	
216-4503-32390	STREETS REVENUE BOND	-	-	-	-	250,000	250,000	-	250,000	0%	
TOTAL REVENUE		439,680	466,596	648,364	1,094,394	1,300,464	1,595,334	691,435	1,430,765		
TRANSFERS IN (OUT)											
216-4503-39935	IN	68,500	-	45,100	-	-	-	-	-	#DIV/0!	Removed deposit in from 504 & 506
216-4503-49930	OUT	-	-	-	(105,000)	(5,000)	(5,000)	(5,000)	(112,466)	-95%	
TOTAL TRANSFERS		68,500	-	45,100	(105,000)	(5,000)	(5,000)	(5,000)	(112,466)	-95%	
EXPENDITURES											
216-4503-42620	UNIFORMS/LINEN	1,748	2,725	1,095	1,705	5,000	5,000	893	5,000	0%	UNIFORMS FOR EMPLOYEES- JEANS, SHIRTS, JACKETS & COVERALLS
216-4503-42720	EMPLOYEE TRAINING	-	-	400	-	10,000	10,000	4,199	15,000	50%	CDE Training/ Traffic Control Training
216-4503-43316	GAS & OIL	3,527	32,164	33,364	42,920	50,000	50,000	19,933	55,000	10%	Fuel
216-4503-43317	DIESEL FUEL	21,623	-	-	-	-	-	190	-	#DIV/0!	
216-4503-43403	REGULAR BUILDING MAINT	-	83	135	368	500	500	-	500	0%	MINOR REMODELING/REPAIRS
216-4503-43465	RENT OF EQUIPMENT	-	-	-	-	-	-	939	-		
216-4503-43550	ROADWAY/MAINTENANCE	38,010	158,177	213,283	179,802	385,000	378,892	22,715	375,000	-3%	Hot Mix, Cold Mix, pothole and water cut patching materials
216-4503-43770	SUBSCRIPTION AND DUES	-	-	-	-	-	5,540	5,538	-	#DIV/0!	
216-4503-43815	SOFTWARE	-	987	-	-	-	-	-	-	#DIV/0!	
216-4503-43998	INTERCEPT	150,636	120,353	120,342	121,162	121,163	121,163	100,968	121,200	0%	New Mexico Finance Authority Loan Principal
216-4503-43999	OPERATING COSTS-ADMIN FEE LOAN	6,316	6,527	10,570	14,860	15,500	19,700	15,909	15,500	0%	New Mexico Finance Authority Loan Admin Fees
216-4503-44607	FIELD SUPPLIES	7,595	6,416	4,037	3,674	4,500	4,500	2,123	4,500	0%	Road Signs (Stop, Yield, Speed Limits)
216-4503-44613	NON-CAPITAL ITEMS	900	3,409	1,680	2,417	2,500	2,500	-	2,500	0%	GAS POWERED HAND TOOLS, FURNITURE/FIXTURES ETC. BOOTS, HARD HATS, GOGGLES, VESTS, GLOVES, EAR PLUGS, SAFETY GLASSES, EARMUFFS, CHAPS, FIRST AID KITS, EMERGENCY LIGHTS(VEHICLE), FACE MASKS, HAND SANITIZER.
216-4503-44615	SAFETY EQUIPMENT	2,488	2,966	2,469	4,064	4,000	4,000	1,759	4,000	0%	
216-4503-46731	PROPERTY INSURANCE	1,322	1,223	1,223	4,263	4,263	4,263	1,834	2,500	-41%	Used actual expenses
216-4503-46732	GENERAL LIABILITY INSURANCE	2,410	659	631	2,754	2,754	2,754	3,340	3,500	27%	Used actual expenses
216-4503-46733	VEHICLE LIABILITY INSURANCE	11,161	9,260	7,714	2,573	3,000	3,000	2,804	3,000	0%	Used actual expenses
216-4503-47420	MAINT. VEHICLE/FURN/FIXTURE/EQUIP	28,988	23,946	40,804	34,431	50,000	50,000	33,824	70,000	40%	increased for parts of maint roadgrader
216-4503-48598	PROFESSIONAL SERVICES	3,281	-	-	-	-	22,500	22,500	-	#DIV/0!	
216-4503-48599	OTHER CONTRACT SERVICES	-	1,013	3,142	-	4,000	4,000	-	2,500	-38%	GEO-TEST, TESTING OF SUBGRADES AND ASPHALT MATERIALS PLACED ON ROADWAYS
216-7018-48598	PROFESSIONAL SERVICES	-	-	24,557	62,510	12,934	12,934	10,750	12,950	0%	NMDOT Drainage Plan
216-7023-43550	ROADWAY/MAINTENANCE	-	-	-	-	235,227	235,227	16,767	235,250	0%	NMDOT Local Govt Road Fund (LGRF)
216-7025-48598	PROFESSIONAL SERVICES	-	-	-	-	204,000	204,000	-	204,000	0%	Vision Zero Safety Action Plan
216-7026-48598	PROFESSIONAL SERVICES	-	-	-	-	212,910	212,910	-	212,950	0%	Sidewalk Improvemnet Safe Streets for All
TOTAL OPERATING EXPENSES		335,608	399,908	465,446	477,502	1,327,251	1,353,383	266,984	1,344,850	1%	
CAPITAL OUTLAY											
216-4503-80810	OTHER CAPITAL PURCHASES-VEHICLES	40,293	215,299	98,468	-	130,000	200,000	-	290,000	123%	315,000 for rebuild current blade 250,000 for new blade
216-4503-80845	CAPITAL IMPROVEMENTS - EQUIPMENT	26,651	-	-	-	-	6,108	6,108	120,000	#DIV/0!	Old Trucks new new transmission and engine out of 1ton
TOTAL CAPITAL OUTLAY		66,944	215,299	98,468	-	130,000	206,108	6,108	410,000	215%	
TOTAL EXPENDITURES		402,552	615,207	563,914	477,502	1,457,251	1,559,491	273,092	1,754,850	20%	

216 MUNICIPAL STREET FUND		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	FY 2025	CHANGE	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/changes	YTD	INTERIM	%	
Transfers IN											
	504-Water				\$ -	\$ -			\$ -		
	505-Waste Water				\$ -	\$ -			\$ -		
Grand Total					\$ -	\$ -			\$ -		
Transfers OUT											
	360-NMFA Projects				\$ 100,000						
	403-Debt Service				\$ 5,000	\$ 5,000			\$ 112,466		
Grand Total					\$ 105,000	\$ 5,000			\$ 112,466		

280 CANNABIS REGULATION ACT

		2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 FINAL	2023-24 Budget w/bare	4/30/2024 YTD	2024-25 INTERIM	CHANGE %	COMMENTS/NOTES
REVENUES											
280-2803-30314	GROSS RECEIPTS-CAN	-	-	7,821	74,727	65,000	65,000	57,355	65,000		
	TOTAL REVENUE	-	-	7,821	74,727	65,000	65,000	57,355	65,000		
TRANSFERS IN (OUT)											
280-2803-39935	IN	-	-	-	-	-			-		
280-2803-49930	OUT	-	-	-	-	(138,900)	(138,900)	-	(65,000)		
	TOTAL TRANSFERS	-	-	-	-	(138,900)	(138,900)	-	(65,000)		
EXPENDITURES											
280-2803-43999	OPERATING COSTS	-	-	235	2,129	1,500	1,500	1,510	1,500		
	TOTAL OPERATING EXPENSES	-	-	235	2,129	1,500	1,500	1,510	1,500		
CAPITAL OUTLAY											
	TOTAL CAPITAL OUTLAY	-	-	-	-	-			-		
	TOTAL EXPENDITURES	-	-	235	2,129	1,500	1,500	1,510	1,500		
Transfers OUT											
	101-General Fund				-	138,900			65,000		
Grand Total					-	138,900			65,000		

294 LIBRARY FUND		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	CHANGE	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	%	
REVENUES											
294-5003-32393	STATE LIBRARY GRANT	-	14,187	51,080	13,980	4,655	4,655	4,655	36,895	693%	GO Bond
294-5003-32394	STATE GRANT IN AID	14,106	16,349	14,569	15,382	-	15,529	15,529	-		
294-5003-37371	DONATIONS	1,731	613	2,154	2,587	1,000	1,000	3,897	2,500	150%	
TOTAL REVENUE		15,836	31,149	67,803	31,950	5,655	21,184	24,080	39,395	597%	
TRANSFERS IN (OUT)											
294-5003-39935	IN	-	-	-	-					#DIV/0!	
294-5003-49930	OUT	-	-	-	-					#DIV/0!	
TOTAL TRANSFERS		-	-	-	-	-	-	-	-	#DIV/0!	
OPERATING EXPENSES											
294-5003-43465	RENT OF EQUIPMENT	-	132	256	511	950	950	799	950	0%	
294-5003-43775	TELEPHONE	1,478	2,188	2,000	2,005	3,000	3,000	1,679	2,000	-33%	
294-5003-44613	NON - CAPITAL ITEMS	-	-	16,060	32,122	-	-	-	-	#DIV/0!	
294-5003-48599	OTHER CONTRACTUAL (DSL ETC.)	250	-	-	-	3,000	3,000	-	3,000	0%	
294-5003-48830	LIBRARY ACQUISITION (BOOKS)	8,853	17,203	15,774	15,495	-	15,529	4,566	-	#DIV/0!	
294-5003-60834	STATE LIBRARY GRANT	12,433	8,018	9,799	10,059	4,000	4,000	10,450	33,445	736%	
TOTAL OPERATING EXPENSES		23,014	27,541	43,889	60,192	10,950	26,479	17,494	39,395	260%	

295 MUNICIPAL POOL		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	CHANGE	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/vars	YTD	INTERIM	%	
REVENUES											
295-4803-30315	GRT	391	422	727	574	700	700	283	700	0%	
295-4803-34351	SWIMMING POOL PROCEEDS	7,428	8,012	13,812	10,799	7,000	7,000	5,380	7,000	0%	
295-4803-34355	POOL DEPOSIT/RENTAL	1,250	1,460	3,230	2,730	1,000	1,000	860	1,000	0%	
TOTAL REVENUE		9,831	9,894	17,878	14,103	8,700	8,700	6,523	8,700	0%	
TRANSFERS IN (OUT)											
295-4803-39935	IN	132,000	60,000	188,560	150,000	177,820	177,820	50,000	100,000	-44%	
295-4803-49930	OUT	-	-	-	-	-	-	-	-	#DIV/0!	
TOTAL TRANSFERS		132,000	60,000	188,560	150,000	177,820	177,820	50,000	100,000	-44%	
PERSONNEL EXPENSES											
295-4803-40110	FULL TIME WAGES	53,985	43,631	68,642	63,012	35,214	35,214	39,271	34,760	-1%	1 Positions
295-4803-40115	PART TIME WAGES	4,048	3,130	-	-	21,000	21,000	332	21,000	0%	4 Positions
295-4803-40125	OVERTIME WAGES	-	556	1,657	2,391	1,500	1,500	764	1,500	0%	
295-4803-40140	DELAYED COMPENSATION	-	-	2,997	820	500	500	-	-	-100%	
295-4803-41205	FICA - REGULAR	3,597	2,880	4,499	4,105	3,516	3,516	2,502	3,925	12%	
295-4803-41210	FICA - MEDICARE	841	673	1,052	960	822	822	585	920	12%	
295-4803-41215	PERA	3,438	3,218	4,037	5,121	3,803	3,803	3,169	3,930	3%	
295-4803-41225	HEALTH INSURANCE	138	7,451	6,618	153	13	13	108	145	1015%	
295-4803-41226	RETIREE INSURANCE	1,054	985	1,234	1,495	1,056	1,056	882	1,045	-1%	
295-4803-41235	UNEMPLOYMENT INS	1,408	-	-	55	108	108	-	165	53%	
295-4803-41240	WORKER'S COMP. ASSESSMENT	18	16	25	28	22	22	9	35	59%	
295-4803-41785	WORKER'S COMP. (NMSI)	1,500	1,169	2,636	1,856	1,808	1,808	783	2,020	12%	
TOTAL PERSONNEL EXPENSES		70,028	63,709	93,397	79,993	69,362	69,362	48,407	69,445	0%	

		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	CHANGE	
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	%	
OPERATING EXPENSES											
295-4803-42620	UNIFORMS - LIFEGUARDS	-	-	1,060	662	1,500	1,500	1,406	2,400	60%	shorts, shirts, hats, glasses, water bottles, swim wear, whistles hip packs. Have to buy ahead of season before hire misc. sizes average cost per lifeguard = \$2,400
295-4803-42720	EMPLOYEE TRAINING / SUPPLIES	1,355	466	307	416	2,200	2,200	1,926	2,200	0%	Lifeguard certification courses \$150 per course per employee - Lifeguard instructor review course travel expenses, hotel, meal reimbursement = \$800
295-4803-43403	REGULAR BUILDING MAINT	-	32	-	6,682	8,600	8,600	3,173	8,500	-1%	painting floors in showers and locker rooms = \$3,500, Technician annual visit troubleshooting, repairs and unforeseen issues= \$5,000
295-4803-43465	RENT OF EQUIPMENT	450	376	401	417	420	420	313	420	0%	Average monthly bill \$35 X12 = \$420
295-4803-43775	TELEPHONE	-	173	342	343	400	400	532	420	5%	Monthly average \$35X12=\$420
295-4803-43780	UTILITIES	36,362	36,419	43,875	20,440	30,000	30,000	16,101	20,000	-33%	TDS
295-4803-44606	OFFICE SUPPLIES	9	-	173	231	300	300	124	300	0%	
295-4803-44607	FIELD SUPPLIES	16,916	4,807	11,010	14,441	16,000	16,000	14,300	16,000	0%	Pool chemicals to include chlorine, clarifier, shock, algicide, acid. Janitorial supplies TP, etc.
295-4803-44613	NON-CAPITAL EQUIPMENT	569	-	4,146	502	500	500	426	2,000	300%	Desk \$700, umbrellas for pool deck \$300x 4=\$1,200
295-4803-44615	SAFETY EQUIPMENT	345	-	805	-	500	500	-	500	0%	lifejackets, gloves, goggles
295-4803-46794	GOVT. GROSS RECEIPTS	553	193	829	421	500	500	517	500	0%	
295-4803-47415	MAINTENANCE-GOUNDS	150	-	150	1,289	-	-	-	-	#DIV/0!	
TOTAL OPERATING EXPENSES		58,750	42,519	63,098	45,844	60,920	60,920	38,817	53,240	-13%	
CAPITAL OUTLAY											
295-4803-80845	CAPITAL PURCHASES	-	-	-	-	31,000	31,000	6,064	10,000	-68%	Slide = \$10,000
TOTAL CAPITAL OUTLAY		-	-	-	-	31,000	31,000	6,064	10,000	-68%	
GRAND TOTAL		128,778	106,228	156,495	125,837	161,282	161,282	93,287	132,685	-18%	
Transfers IN											
101-General Fund					150,000	177,820			100,000	-44%	
Grand Total					150,000	177,820			100,000	-44%	

296 POLICE DEPARTMENT GRT FUND		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	CHANGE	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	%	
REVENUES											
296-2403-30316	1/4% MGRT (POLICE)	-	361,493	412,685	342,770.83	450,000	456,425	322,171	400,000	-11%	
296-2403-31375	FEDERAL GRANTS/LOANS	97,877	-	-	-	-	-	-	-	#DIV/0!	
296-2403-31376	USDA GRANTS	-	50,000	-	-	-	-	-	-	#DIV/0!	
296-2403-34388	3M COGENT - FINGER PRINTS	165	-	-	-	-	-	-	-	#DIV/0!	
296-2403-36373	INTEREST INCOME	199	548	888	613	500	500	107	200	-60%	
296-2403-37374	SURPLUS AUCTION PROCEEDS	-	-	6,032	400	-	-	-	-	#DIV/0!	
296-2403-37380	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	-	#DIV/0!	
296-2403-38372	INSURANCE RECOVERY	-	-	17,872	-	-	-	-	-	#DIV/0!	
TOTAL REVENUE		98,240	412,041	437,477	343,783	450,500	456,925	322,278	400,200	-11%	
TRANSFERS IN (OUT)											
296-2403-39935	IN	300,000	280,264	-	-	-	-	-	-	#DIV/0!	
296-2403-49930	OUT	(20,082)	(105,456)	(112,728)	(902,048)	(89,000)	(89,000)	(89,000)	-	-90%	
TOTAL TRANSFERS		279,918	174,808	(112,728)	(902,048)	(89,000)	(89,000)	(89,000)	-	-90%	
EXPENDITURES											
296-2403-42720	EMPLOYEE TRAINING	-	-	4,504	1,889	-	-	-	-	#DIV/0!	LEPF expense
296-2403-43998	INTERCEPT	-	21,016	21,015	21,015	18,000	18,000	17,513	18,000	0%	
296-2403-43999	OPERATING COSTS	-	6,527	9,751	9,354	6,400	12,825	10,265	13,000	103%	
296-2403-44613	NON - CAPITAL ITEMS	-	28,967	44,868	14,321	25,000	25,000	13,475	25,000	0%	
296-2403-44615	SAFETY EQUIPMENT	-	-	17,374	14,136	24,000	24,000	13,320	24,000	0%	
296-2403-44616	TRAINING SUPPLIES	-	-	-	322	2,500	2,500	2,295	5,000	100%	
296-2403-48598	PROFESSIONAL SERVICES	-	-	-	16,695	25,000	25,000	10,253	25,000	0%	
TOTAL EXPENDITURES		29,971	56,510	105,449	77,732	100,900	107,325	67,121	110,000	9%	
CAPITAL OUTLAY											
296-2403-80810	OTHER CAPITAL EQUIP./VEHICLES	-	95,218	107,815	99,138	145,000	145,000	145,000	175,000	21%	3 vehicles
296-2403-80845	CAPITAL OUTLAY	152,734	-	-	-	-	-	-	-	#DIV/0!	
TOTAL CAPITAL OUTLAY		152,734	95,218	107,815	99,138	145,000	145,000	145,000	175,000	21%	
TOTAL EXPENDITURES		182,705	151,728	213,264	176,870	245,900	252,325	212,121	285,000	16%	
Transfers OUT											
101-General Fund					722,048					-100%	
201-Correction					180,000	(89,000)				-149%	
Grand Total					902,048	(89,000)				-110%	

298 POLICE DEPARTMENT DONATIONS		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/vars	YTD	Interim	Change	
REVENUES											
298-2103-37394	DONATIONS (POLICE CANINE)	300	-	11,695	4,311	-	-	-	-	#DIV/0!	
298-2105-37394	Shop W/Cop Donations					-	6,313	6,561	10,000	58%	
298-2106-37394	Dare Program Donations					-	2,500	2,500	2,500	0%	
TOTAL REVENUE		300	-	11,695	4,311	-	8,813	9,061	12,500	42%	
TRANSFERS IN (OUT)											
298-2103-39935	IN	1,695	-	-	-						
298-2103-49930	OUT	(11,214)	-	-	-						
TOTAL TRANSFERS		(9,520)	-	-	-	-	-	-	-		
EXPENDITURES											
298-2103-45607	MISC. EXPENSES	-	-	4,815	2,155	9,036	-	-	-	#DIV/0!	
298-2105-45607	Shop W/Cop Expenses						15,349	4,500	20,000	30%	
298-2106-45607	Dare Program Expenses						2,500	1,009	2,500	0%	
TOTAL OPERATING EXPENSES		-	-	4,815	2,155	9,036	17,849	5,509	22,500	26%	
CAPITAL OUTLAY											
TOTAL CAPITAL OUTLAY		-	-			-					
TOTAL EXPENDITURES		-	-	4,815	2,155	9,036	17,849	5,509	22,500	26%	

11. <http://www.pearsoned.com>

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301 IMPACT FEES WASTE WATER FUND

		2020-21	2021-22	2021-22	2022-23	2023-24	2024-25
		Actual	Budgeted	Actual	Actual	Final Budget	Interim Budget
REVENUES							
301-3503-34374	WATER IMPACT FEES	732	800	3,375	43,350	800	800
301-3503-34375	WASTE WATER IMPACT FEES	732	800	1,125	414	800	800
301-3503-36373	INTEREST INCOME	60	50	61	108	50	200
301-3503-36411	INVESTMENT INCOME	356	270	255	255	270	2,000
TOTAL REVENUE		1,880	1,920	4,816	44,127	1,920	3,800
TRANSFERS IN (OUT)							
301-3503-39935	IN				2,400	-	-
301-3503-49930	OUT						
NET TRANSFERS					2,400	-	-
EXPENDITURES							
301-3503-	PROF SERVICES/SAP 06-1243/06-0217						
301-3503-45555	Miscellaneous Services						150,000
301-3503-45607	SETTLEMENTS						
301-3503-44810	EFFLUENT POND IMPROVEMENTS						
TOTAL OPERATING EXPENSES		-	-	-	-	-	150,000
CAPITAL OUTLAY							
301-3503-	PROPERTY ACQUISITION SAP 06-1243/0217						
	INFRASTRUCTURE - WATER or						
301-3503-80860	WASTEWATER SYSTEM EXPANSION				-	-	-
301-3503-	CONSTRUCTION-WASTE WATER SYSTEM						
301-3503-	CONSTRUCTION SAP 05-1161/0111						
301-3503-	CONST SAP 06-1243/0217&08-3140						
TOTAL CAPITAL OUTLAY					-	-	-
TOTAL EXPENDITURES		-	-	-	-	-	150,000

303 VETERANS WALL

	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Final	2024-25 Interim
REVENUES					
303-4703-32392 GRANT 15-L-G-866		-	-	-	-
303-4703-32392 SAP 15-		-	-	-	-
303-4703-37380 MISC REVENUE	51	-	-	-	-
TOTAL REVENUE	51	-	-	-	-
TRANSFERS IN (OUT)					
303-4703-39935 IN				2,000	2,000
303-4703- OUT					
NET TRANSFERS	-			2,000	2,000
EXPENDITURES					
303-4703-43775 TELEPHONE	1,668	1,900	1,814	2,000	2,000
303-4703-44805 EQUIPMENT (VET MUSEUM)		-			
303-4703-47415 MAINT REPAIR GROUNDS & ROADWAYS	9,608	-	2,579	2,579	2,500
303-4703-60840 CONSTRUCTION COSTS		-			
303-4703-80805 EQUIPMENT		10,885			
TOTAL EXPENDITURES	11,276	12,785	4,579	4,579	4,500

**304 SENIOR STATE GRANT
STATE GRANT**

		2020-21	2021-22	2022-23	2023-24	2024-25
		Actual	Actual	Actual	Final Budget	Interim Budget
REVENUES						
304-4903-32010	STATE AGENCY ON AGING	10,542	35,000	35,000	100,000	135,000
304-4903-32314	STATE GRANT TRANSPORTATION (VEHICLE)	39,000	-	61,322	259,413	32,000
304-4903-32314	STATE GRANT TRANSPORTATION (VEHICLE)	49,538	-	-	-	-
304-4903-32315	BUILDING RENOVATIONS SJOA	204,245	-	80,109	78,618	60,000
304-4903-36314	SENIOR DONATIONS (DID NOT NEED 20-21)	-	-	-	-	-
304-4903-38372	INSURANCE RECOVERIES		6,934	-	-	-
TOTAL REVENUE		303,325	41,934	176,431	438,031	227,000
TRANSFERS IN (OUT)						
304-4903-39935	IN	-	-	-	-	-
304-4903-49930	OUT	(183,170)	(60,080)	-	-	-
NET TRANSFERS		(183,170)	(60,080)	-	-	-
OPERATING EXPENSES						
304-4903-43403	REGULAR BUILDING MAINTENANCE	4,938	-	80,109	71,891	75,000
304-4903-43999	OPERATING COST		35,000	35,000	35,000	35,000
TOTAL OPERATING EXPENSES		4,938	35,000	115,109	106,891	110,000
CAPITAL OUTLAY						
304-4903-80810	VEHICLES SJOA	49,538	-	61,322	170,024	32,000
304-4903-47415	MAINTENANCE REPAIRS GROUNDS ROADWAYS			-	100,000	
304-4903-80845	OTHER CAPITAL PURCHASES	5,604				
TOTAL CAPITAL OUTLAY		55,142	-	61,322	270,024	32,000
GRAND TOTAL		60,080	35,000	176,431	376,915	142,000

305 CAPITAL IMPROVEMENT (GENERAL) & ANIMAL SHELTER GRANT 23-H3214

		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
		Actual	Actual	Actual	Actual	Final Budget	Interim Budget
REVENUES							
305-6003-36373	INVESTMENT INCOME	-	27	84	84	70	70
305-6003-37390	PROPERTY SALES	-	85,231	-	-	-	-
305-7029-32380	ANIMAL SHELTER - STB GRANT	-	-	-	-	445,500	445,500
TOTAL REVENUE		-	85,258	84	84	445,570	445,570
TRANSFERS IN (OUT)							
305-6003-39935	IN	-	-	-	-	-	-
305-6003-49930	OUT	-	-	-	-	-	-
NET TRANSFERS		-	-	-	-	-	-
OPERATING EXPENSES							
305-6003-48598	PROFESSIONAL SERVICES						
305-6003-43550	MAINT & REPAIR GROUNDS & ROADWAYS					85,239	85,000
305-7029-44607	FIELD SUPPLIES					4,500	-
305-6003-43815	UPGRADE SOFTWARE LICENSES						
305-7029-60820	ANIMAL SHELTER					445,500	-
TOTAL OPERATING EXPENSES		-	-	-	-	535,239	85,000
CAPITAL OUTLAY							
305-7029-80825	Buildings & Structures	-	-	-	-	-	445,500
TOTAL CAPITAL OUTLAY		-	-	-	-	-	445,500
GRAND TOTAL		-	-	-	-	535,239	530,500

306 CAPITAL IMPROVEMENT (JOINT UTILITY)

	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25
	Actual	Actual	Actual	Actual	Final Budget	Interim Budget
REVENUES						
306-6103-36373 INTEREST INCOME	4,340	338	255	167	100	100
306-6103-36410 INVESTMENT INCOME NMFA	303	-	-			
TOTAL REVENUE	4,643	338	255	167	100	100
TRANSFERS IN (OUT)						
306-6103-39935 IN	239,185	-			-	-
306-6103-49930 OUT			\$ (75,000)	0	-	-
NET TRANSFERS	239,185	-	(75,000)	-	-	-
OPERATING EXPENSES						
MAINTENANCE & REPAIRS GROUND/ROADWAYS						
306-6103-47415 (FLOOD)		7,259	-	-	20,811	-
306-6103-47421 MAINTENANCE EQUIPMENT				51,710		
306-6103-48598 PROFESSIONAL SERVICES (INCLUDING FLOOD)		46,686	315	49,254	73,747	50,000
TOTAL OPERATING EXPENSES	-	53,945	315	100,964	94,558	50,000
CAPITAL OUTLAY						
306-6103-90905 DEBT SERVICE PRINCIPAL	206,714					
306-6103-90910 DEBT SERVICE INTEREST	36,687					
306-6103-90915 COMMITMENT & OTHER FEES	579					
TOTAL CAPITAL OUTLAY EXPENSES	243,980	-	-	-	-	-
GRAND TOTAL	243,980	53,945	315	100,964	94,558	50,000

311 R&R SEWER		CD INVESTMENT FOR WASTE WATER				
		FY 21	FY 22	FY 23	FY 23	FY 24
		Actual	Actual	Actual	Final Budget	Final Budget
						FY 25 Interim Budget
REVENUES						
311-8103-36411	INVESTMENT INCOME STATE (NMFA GRANT)	511	366	367	275	2,000
TOTAL REVENUE		511	366	367	275	2,000
TRANSFERS IN (OUT)						
NET TRANSFERS						
OPERATING EXPENSES						
TOTAL OPERATING EXPENSES		-	-	-	-	-
CAPITAL OUTLAY						
TOTAL CAPITAL OUTLAY		-	-	-	-	-
TOTAL EXPENDITURES						

312 R & R AIRPORT RECAP**SEE PROJECTS FOR FUND 312 BELOW**

		FY 22	FY 23	FY 24	FY 25
		Actual	Actual	Final Budget	Interim Budget
REVENUES					
312-8403-31375	FEDERAL GRANTS/LOANS OTHER	406,911	-	-	-
312-7014-32375	OTHER STATE GRANTS	-	20,000	-	22,000
312-7024-32375	OTHER STATE GRANTS	-	171,559	968,860	720,000
312-7028-32375	OTHER STATE GRANTS			20,000	-
312-8403-31393	AIRPORT FUEL FARM GRANT #TCS-12-04				
TOTAL REVENUE		406,911	191,559	988,860	742,000
TRANSFERS IN (OUT)					
312-8403-39935	IN				
	OUT				
NET TRANSFERS		-	-	-	-
OPERATING EXPENSES					
312-7028-44607	FIELD SUPPLIES	3,658	-	-	-
312-7014-44607	FIELD SUPPLIES	3,658	-	-	22,000
312-7024-47415	MAINTENANCE & REPAIR GROUNDS & ROADWAYS	289,151	280,258	719,743	720,000
312-8403-48598	PROFESSIONAL SERVICES	49,726	-	-	-
312-8403-60403	RUNWAY 13-31				
312-8403-60587	NMDOT MAINT. GRANT #TCS-18-01				
312-8403-60599	AIRPORT FUEL FARM GRANT #TCS-12-04				
TOTAL OPERATING EXPENSES		346,193	280,258	719,743	742,000
CAPITAL OUTLAY					
312-7015-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	-	135,248	252	-
312-8403-80805	BUILDINGS & STRUCTURES	67,096	-	-	-
TOTAL CAPITAL OUTLAY		67,096	135,248	252	-
GRAND TOTAL		(6,378)	(223,947)	268,865	-

PROJECTS FOR FUND 312

7014 AIRPORT MAINTENANCE AND CONSUMABLES TCS-21-03

		2021-22	2022-23	2023-24	2024-25
		Actual	Actual	Final Budget	Interim Budget
REVENUES					
312-7014-31375	FEDERAL GRANTS/LOANS	-	-	-	-
312-7014-32375	OTHER STATE GRANTS (Prior Year Expenses)		3,658	-	-
312-7014-32375	OTHER STATE GRANTS	-	16,342	-	22,000
TOTAL REVENUE		-	20,000	-	22,000
OPERATING EXPENSES					
312-7014-44807	FIELD SUPPLIES	3,658	-	-	22,000
TOTAL OPERATING EXPENSES		3,658	-	-	22,000
CAPITAL OUTLAY					
312-7014-80805	BUILDINGS & STRUCTURES	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	-	-
GRAND TOTAL 7014 NM DOT AVIATION GRANT		3,658	16,432	-	22,000

7024 FUEL FARM UPGRADES AND AIRFIELD SAFETY TCS-22-01

		2021-22	2022-23	2023-24	2024-25
		Actual	Actual	Final Budget	Interim Budget
REVENUES					
312-7024-31375	FEDERAL GRANTS/LOANS	-	-	-	
312-7024-32375	OTHER STATE GRANTS	-	171,559	968,860	720,000
	TOTAL REVENUE	-	171,559	968,860	720,000
OPERATING EXPENSES					
312-7024-47415	MAINTENANCE REPAIRS GROUNDS ROADWAYS	-	280,258	719,743	720,000
	TOTAL OPERATING EXPENSES	-	280,258	719,743	720,000
CAPITAL OUTLAY					
312-7024-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	-	-	-	-
	TOTAL CAPITAL OUTLAY	-	-	-	-
GRAND TOTAL 7024 FUEL FARM UPGRADES AND AIRFIELD SAFETY TCS-22					720,000

313 R & R WATER INVESTMENT

	FY 21	FY 22	FY 23	FY 24	FY 25
	Actual	Actual	Actual	Final Budget	Interim Budget
REVENUES					
313-8503-36411 INVESTMENT INCOME	451	289	324	250	1,500
TOTAL REVENUE	451	289	324	250	1,500
TRANSFERS IN (OUT)					
313-8503-39935 IN					
313-8503- OUT					
NET TRANSFERS					
OPERATING EXPENSES					
313-8503-45555 STATE LEASE WATER TANK RR WATER					
313-8503- OTHER CONTRACTUAL SERV (NMFA WCP)					
313-8503- OTHER CONTRACTUAL SERV (LOAN/ENG.)					
TOTAL OPERATING EXPENSES					
CAPITAL OUTLAY					
313-8503- DRILLING TEST WELLS					
313-8503- STATE GRANT-WTR/WWTP (SAP06-112/1244)					
313-8503- STORAGE TANK FORCE MAIN					
313-8503- CONST. STATE GRANT (SAP06-0216)					
TOTAL CAPITAL OUTLAY					
TOTAL EXPENDITURES					

314 CDBG FUND - WATER METER REPLACEMENT

	FY 21	FY 22	FY 23	FY 24	FY 25
	Actual	Actual	Actual	Final	Interim
REVENUES					
314-8603-31397 CDBG/WW MANHOLE REHAB PROJECT				-	-
314-8603-32375 OTHER STATE GRANT				750,000	750,000
314-8603- CDBG/ELECTRICAL GRANT	-	-		-	-
				-	-
TOTAL REVENUE				750,000	750,000
TRANSFERS IN (OUT)					
314-8603-39935 IN	-	-		75,000	75,000
314-8603- OUT	-	-			
NET TRANSFERS	-	-		75,000	75,000
OPERATING EXPENSES					
314-8603-48599 OTHER CONTRACTUAL SERVICES	-	-			
314-8603-44607 FIELD SUPPLIES				825,000	825,000
PROFESSIONAL SERVICES					
314-8603-60841 CONST. COST (CDBG GRANT)					
TOTAL OPERATING EXPENSES	-	-		825,000	825,000
CAPITAL OUTLAY					
TOTAL CAPITAL OUTLAY					
TOTAL EXPENDITURES	-	-		825,000	825,000

315 CAPITAL IMPROVEMENT RESERVES**PROJECT RECAP****SEE PROJECTS LISTED BELOW**

	FY 21	FY 22	FY 23	FY 24	FY 25
	Actual	Actual	Actual	Final Budget	Interim Budget
REVENUES					
315-9003-38373 INTEREST INCOME	728	739	2,170	-	-
315-9003-38411 INVESTMENT INCOME	5,218	4,459	-	-	-
315-8001-38387 LOAN PROCEEDS				272,887	
315-7027-32386 STATE GRANTS			-	1,600,000	1,600,000
315-3803-32390 WATER REVENUE BOND 2023 Series				500,000	250,000
315-3804-32390 WATER REVENUE BOND 2024 Series					250,000
315-4003-32390 WASTEWATER REVENUE BOND 2023 Series					250,000
315-4004-32390 WASTEWATER REVENUE BOND 2024 Series					250,000
TOTAL REVENUE	5,946	5,198	2,170	2,372,887	2,600,000
TRANSFERS IN (OUT)					
315-9003-39935 IN	248,959	1,048,397	252,727	278,120	262,300
315-9003-49930 OUT	-	(1,403,638)	(194,970)	(121,908)	(121,908)
NET TRANSFERS	248,959	(355,241)	57,757	156,212	140,392
OPERATING EXPENSES					
315-8004-43403 REGULAR BUILDING MAINTENANCE	62,641	106,011	-	58,651	
315-8001-44613 NON-CAPITAL ITEMS	14,094	2,292	47,844	88,203	
315-8007-47415 MAINTENANCE & REPAIRS GROUNDS & ROADWAYS	88,307	-	-	16,219	1,000,000
315-7027-48598 PROFESSIONAL SERVICES	19,063	-	-	1,600,000	1,600,000
TOTAL OPERATING EXPENSES	184,105	108,303	47,844	1,763,073	2,600,000
CAPITAL OUTLAY					
315-8005-80810 VEHICLES	35,000	43,202	-	-	
315-9003-80845 EQUIPMENT & MACHINERY > \$5,0000	55,147	8,463	-	-	
315-9003-80846 LAND ACQUISITIONS / IMPROVEMENTS	293,175	266,737	-	-	
TOTAL CAPITAL OUTLAY	383,322	318,402	-	-	
GRAND TOTAL	567,427	426,705	12,083	1,763,073	2,600,000

316 EMERGENCY REPAIR RESERVES (ALL UTILITIES)

		2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Final	FY25 Interim
REVENUES						
316-9103-36373	INTEREST INCOME	110	100	105	75	100
316-9103-36411	INVESTMENT INCOME	208	230	147	100	200
TOTAL REVENUE		318	330	252	175	300
TRANSFERS IN (OUT)						
316-9103-39935	IN	12,500	12,500	12,500	12,500	12,500
316-9103-	OUT					
TOTAL TRANSFERS		12,500	12,500	12,500	12,500	12,500
OPERATING EXPENSES						
316-9103-43403	REGULAR BUILDING MAINTENANCE		29,964	-	-	-
316-9103-47415	MAINTENANCE & REPAIRS GROUNDS & ROADWAYS		-	-	-	-
TOTAL OPERATING EXPENSES		-	29,964	-	-	-
CAPITAL OUTLAY						
TOTAL CAPITAL OUTLAY		-	-	-	-	-
TOTAL EXPENDITURES		-	29,964	-	-	-
TRANSFER IN FROM OTHER FUNDS						
(503) Electric Division	Per City Code 14-35 c	3,125	3,125	3,125	3,125	3,125
(504) Water Division	Per City Code 14-35 c	3,125	3,125	3,125	3,125	3,125
(505) Solid Waste Division	Per City Code 14-35 c	3,125	3,125	3,125	3,125	3,125
(506) Waste Water Division	Per City Code 14-35 c	3,125	3,125	3,125	3,125	3,125
316 -Total Transfer IN		12,500	12,500	12,500	12,500	12,500
TRANSFER OUT TO OTHER FUNDS						
(216) Municipal Streets	Street Repair, Hot and Cold Mix					
316 -Total Transfer OUT		-	-	-	-	-
316 - Net Transfer		12,500	12,500	12,500	12,500	12,500

Section 14-35 Rules and Regulations of the City Manger

City Code 14-35-c

The City Manger shall include within each year's budget provision for providing an Emergency Repair Account within the Joint Utility Fund. A total of \$12,500 per year is to be set aside for this account. Each revenue generating utility department will generate their share of the yearly \$12,500 to be set aside in the their yearly revenues. The fund should be kept in an interest bearing account and when the amount reaches the amount of \$1,000,000.00 and funds in excess of \$1,000,000.00 may be transferred to the Joint Utility Capital Improvement Fund by direction of the City Commission. The funds held in this reserve account are only to be used when an emergency repair condition occurs on one of the City's Utility Systems. These reserve funds shall be collected and set aside in addition to any other reserve fund or bond requirements of the Joint Utility Fund.

317 WASTE WATER REPAIR RESERVES

		FY 21	FY 22	FY 23	FY 24	FY 25
		Actual	Actual	Actual	Final	Interim
REVENUES						
317-9203-36373	INTEREST INCOME	99	102	176	105	100
317-9203-36411	INVESTMENT INCOME	522	540	368	275	500
	TOTAL REVENUE	621	642	545	380	600
TRANSFERS IN (OUT)						
317-9203-39935	IN	19,027	58,997	18,954	19,775	20,030
317-9203-49930	OUT			(102,163)		
	TOTAL TRANSFERS	19,027	58,997	(83,209)	19,775	20,030
OPERATING EXPENSES						
317-9203-47425	SYSTM REPAIR & MAINT	-		-	-	75,000
	TOTAL OPERATING EXPENSES	-	-	-	-	75,000
CAPITAL OUTLAY						
	TOTAL CAPITAL OUTLAY	-	-	-	-	
	TOTAL EXPENDITURES	-	-	-	-	75,000
TRANSFER IN FROM OTHER FUNDS						
(216) Municipal Streets						
(309) USDA WWTP	Close Bank Account	-	40,043			
(506) Waste Water	Per City Code 14-35 d	19,027	18,954	18,954	19,775	20,030
	317 -Total Transfer IN	19,027	58,997	18,954	19,775	20,030

Section 14-35 Rules and Regulations of the City Manger

City Code 14-35-d

The City Manger shall include within each year's budget provision of providing a Wastewater Treatment Plant Repair and Replacement Account as required by the grant funding obtained for the construction of the existing Wastewater Treatment Plant. The funds that shall be set aside for this are to be one and three-quarters percent of the revenues generated by the Wastewater Department of the City. The use of these funds shall be restricted to repair and replacement projects at the Wastewater Treatment Plant as approved by the City Commission. These reserve funds shall be collected and set aside in addition to any other reserve fund or bond requirements of the Joint Utility Fund.

318 ELECTRICAL REPAIR RESERVES

		FY 21	FY 22	FY 23	FY 24	FY25
		Actual	Actual	Actual	Final	Interim
REVENUES						
318-9303-36373	INTEREST INCOME	10	9	22	10	20
318-9303-36411	INVESTMENT INCOME	1,566	1,595	1,010	900	400
TOTAL REVENUE		1,576	1,604	1,032	910	420
TRANSFERS IN (OUT)						
318-9303-39935	IN	-	10,000	10,000	10,000	10,000
318-9303-	OUT	-				
NET TRANSFERS		-	10,000	10,000	10,000	10,000
OPERATING EXPENSES						
318-9309-47425	SYSTEM REPAIR & MAINT			-	-	-
TOTAL OPERATING EXPENSES						
CAPITAL OUTLAY						
TOTAL CAPITAL OUTLAY						
TOTAL EXPENDITURES			-	-	-	-
TRANSFER IN FROM OTHER FUNDS						
(503) Electric Division	Per City Code 14-35 e	-	10,000	10,000	10,000	10,000
318 -Total Transfer IN		-	10,000	10,000	10,000	10,000
TRANSFER OUT TO OTHER FUNDS						
(503) Electric Division	Cash Needed for Expenditures					
318-Total Transfer OUT		-	-	-	-	-
318 - Net Transfer		-	10,000	10,000	10,000	10,000

Section 14-35 Rules and Regulations of the City Manger

City Code 14-35-e

The City Manger shall include within each year's budget provision for providing a Electrical Construction Account within the Joint Utility Fund. A total of \$10,000 per year is to be set aside for this account from revenues generate by the electrical division. The fund should be kept in an interest bearing account and when the amount reaches the amount of \$1,000,000.00 and funds in excess of \$1,000,000.00 may be transferred to the Joint Utility Capital Improvemnt Fund by direction of the City Commission. The funds held in this reserve account may be used at any time but are only to be used for major capital outlays relating to the electrical system. These reserve funds shall be collected and set aside in addition to any other reserve fund or bond requirements of the Joint Utility Fund.

320 USDA WATER SYSTEM IMPROVEMENTS						
MSD WATER						
	2020-21	2021-22	2022-23	2023-24	2024-25	
	Actual	Actual	Actual	Final	Interim	
	6/30/21	6/30/2022	6/30/2023	Budget	Budget	
REVENUES						
320-6603-31375 FEDERAL GRANTS/LOANS				3,960,000	1,350,000	
320-6603-38387 LOAN PROCEEDS				1,891,629	375,000	
TOTAL REVENUE	-	-	-	5,851,629	1,725,000	
TRANSFERS IN (OUT)						
320-6603-39935 IN		-	-	-	-	
320-6603-49930 OUT	-	-	-	-	-	
NET TRANSFERS	-	-	-	-	-	
TOTAL REVENUE AND TRANSFERS	-	-	-	5,851,629	1,725,000	
OPERATING EXPENSES						
320-6603- OTHER CONTRACTUAL SERVICE						
320-6603- RENT OF EQUIPMENT						
320-6603- EQMT/MACHINERY						
TOTAL OPERATING EXPENSES	-	-				
CAPITAL OUTLAY						
320-6603-80860 INFRASTRUCTURE	-	-	-	5,851,629	1,725,000	
TOTAL CAPITAL OUTLAY	-	-	-	5,851,629	1,725,000	
TOTAL EXPENDITURES			-	5,851,629	1,725,000	

321 USDA WATER SYSTEM IMPROVEMENTS		FY 21	FY 22	FY 23	FY 24	FY 25
WSPI-1		Actual	Actual	Actual	Final	Interim
		6/30/21	6/30/2022	6/30/2023	Budget	Budget
REVENUES						
321-7017-31375	FEDERAL GRANTS/LOANS			-	2,720,000	2,720,000
321-7017-38387	LOAN PROCEEDS			505,538	4,811,000	4,811,000
TOTAL REVENUE		-	-	505,538	7,531,000	7,531,000
TRANSFERS IN (OUT)						
	IN			-	-	-
	OUT	-	-	-	-	-
NET TRANSFERS		-	-	-	-	-
TOTAL REVENUE AND TRANSFERS		-	-	505,538	7,531,000	7,531,000
CAPITAL OUTLAY						
321-7017-80860	INFRASTRUCTURE			505,538	7,531,000	7,531,000
TOTAL CAPITAL OUTLAY				505,538	7,531,000	7,531,000
TOTAL EXPENDITURES						

PROJECTS FOR FUND 360						
		FY 21	FY 22	FY 23	FY 24	FY 25
		Actual	Actual	Actual	Final	Interim
		6/30/21	5/5/2022	6/30/2023		
7009 NMFA COLONIAS 2020 MAIN STREET DISTRICT (MSD) PROJECT ROADWAY						
MCADOO STREET						
REVENUES						
360-7009-32700	OTHER STATE GRANTS	-	-	171,716	748,277	500,000
360-7009-38387	LOAN PROCEEDS	-	-	19,079	83,142	35,000
TOTAL REVENUE		-	-	190,795	831,419	535,000
TRANSFERS IN (OUT)						
360-7000-39935	TRANSFER IN FROM (\$100,000 from 216 STREETS)	-	-	100,000	-	-
	OUT	-	-	-	-	-
NET TRANSFERS		-	-	100,000	-	-
TOTAL REVENUE AND TRANSFERS		-	-	290,795	831,419	535,000
OPERATING EXPENSES						
360-7009-48598	PROFESSIONAL SERVICES	-	-	-	-	-
TOTAL OPERATING EXPENSES		-	-	-	-	-
CAPITAL OUTLAY						
360-7009-80805	BUILDINGS & STRUCTURES	-	-	-	-	-
360-7009-80847	ROADWAYS/BRIDGES	-	129,432	86,188	884,380	535,000
TOTAL CAPITAL OUTLAY		-	129,432	86,188	884,380	535,000
ROADWAY REPLACEMENT						

7019 CANTRELL DAM REHABILITATION

		FY 21	FY 22	FY 23	FY 24	FY 25
		Actual	Actual	Actual	Final	Interim
REVENUES						
370-7019-32375	STATE WATER TRUST BOARD GRANTS	-	450,000	147,173	329,282	229,500
370-7019-38387	LOAN PROCEEDS		300,000	67,830	235,110	152,500
TOTAL REVENUE		-	750,000	215,003	564,392	382,000
TRANSFERS IN (OUT)						
370-7019-39935	TRANSFER IN FROM 306 JT UTIL CAPITAL PROJECTS OUT		75,000	-	-	
NET TRANSFERS		-	75,000	-	-	-
OPERATING EXPENSES						
370-7019-80847	MAINTENANCE & REPAIR GROUNDS & RO	-	-			
370-7019-48598	PROFESSIONAL SERVICES	-				100,000
TOTAL OPERATING EXPENSES		-	-			100,000
CAPITAL OUTLAY						
370-7019-80805	BUILDINGS & STRUCTURES	-	-			
370-7019-80847	ROADWAYS/BRIDGES	-	825,000	226,729	592,543	282,000
TOTAL CAPITAL OUTLAY		-	825,000	226,729	592,543	282,000
GRAND TOTAL 7019 CANTRELL DAM REHABILITATION						382,000
TRANSFER IN FROM OTHER FUNDS						
(306) Jt Utility Capital Project: NMFA Water Trust Board Cantrell Improvements Dam Rehabilitation		\$ -	\$ 75,000	\$ -	\$ -	-
370 -Total Transfer IN		\$ -	\$ 75,000	\$ -	\$ -	-

PROJECTS FOR FUND 370 WATER TRUST BOARD

7008 BOOSTER STATION & AUSTIN ST IMPROVEMENTS

REVENUES		FY 21 Actual	FY 22 Actual	FY 23 Final	FY 24 FINAL	FY 25 Interim
370-7008-32375	STATE WATER TRUST BOARD GRANTS	641,146	384,688	65,638	331,957	133,000
370-7008-38387	LOAN PROCEEDS ADDED 7-20-21		256,458	16,314	241,578	130,000
TOTAL REVENUE		641,146	641,146	81,952	573,535	263,000
TRANSFERS IN (OUT)						
370-7008-39935	TRANSFER IN FROM 315 CAPITAL PROJEC OUT	71,000	71,000	-		
NET TRANSFERS		71,000	71,000	-	-	-
OPERATING EXPENSES						
370-7008-47415	MAINTENANCE & REPAIR GROUNDS & RO	685,540	485,540	-	556,436	238,000
370-7008-48598	PROFESSIONAL SERVICES	26,606	200,000	98,202	30,901	25,000
TOTAL OPERATING EXPENSES		712,146	685,540	98,202	587,337	263,000
CAPITAL OUTLAY						
370-7008-80805	BUILDINGS & STRUCTURES	-	-			
370-7008-80847	ROADWAYS/BRIDGES	-	-			
TOTAL CAPITAL OUTLAY		-	-	-	-	-
IMPROVEMENTS				(16,250)	(13,802)	-
TRANSFER IN FROM OTHER FUNDS						
(315) Capital Project: NMFA Water Trust Board Booster Improvement Reserve Station and Austin St. Improvements (7008)		\$ 71,000	\$ 71,000	\$ 71,000	\$ -	\$ -
370 -Total Transfer IN						

380 OTHER STATE FUNDED PROJECTS
SEE PROJECTS LISTED BELOW

		PROJECT RECAP				
		2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Final	2024-25 Interim
REVENUES						
380-7001-32375	OTHER STATE GRANTS	-	2,040,542	6,466	93,533.00	93,533.00
380-7002-32375	OTHER STATE GRANTS				620,542.00	10,000.00
380-7020-32375	OTHER STATE GRANTS				920,000.00	1,920,000.00
380-7001-38387	LOAN PROCEEDS				348,878.00	348,878.00
380-7002-38387	LOAN PROCEEDS	109,802	883,741	42,200	502,565.00	20,000.00
TOTAL REVENUE		109,802	2,924,283	48,666	2,485,518	2,392,411
TRANSFERS IN (OUT)						
380-7005-39935	IN	-	-	-	46,908.00	46,908.00
	OUT	-	-	-	-	-
NET TRANSFERS		-	-	-	-	46,908.00
OPERATING EXPENSES						
380-7002-48598	PROFESSIONAL SERVICES	109,802	69,651	18,078	1,475.00	1,475.00
380-7020-48598	PROFESSIONAL SERVICES				46,908.00	40,000.00
380-7020-47415	MAINTENANCE & REPAIR GROUNDS & ROADWAYS		1,260,000	-	920,000.00	
TOTAL OPERATING EXPENSES		109,802	1,329,651	18,078	968,383	41,475
CAPITAL OUTLAY						
380-0000-80805	BUILDINGS & STRUCTURES	-	-	-	-	-
380-7001-80860	INFRASTRUCTURE	-	1,594,632	-	442,411.00	442,411.00
380-7002-80860	INFRASTRUCTURE				1,121,632.00	28,525.00
380-7020-80860	INFRASTRUCTURE	-	-	-	-	1,880,000.00
TOTAL CAPITAL OUTLAY		-	1,594,632	-	1,564,043.00	2,350,936.00
GRAND TOTAL		109,802	2,924,283	18,078	2,532,426	2,392,411

PROJECTS FOR FUND 380
7001 NMED CWSRLF VACUUM SEWER REHABILITATION

		2020-21	2021-22	2022-23	2023-24	2024-25
		Actual	Actual	Actual	Final	Interim
REVENUES						
380-7001-32375	OTHER STATE GRANTS	-	100,000	6,466	93,533.00	93,533.00
380-7001-38387	LOAN PROCEEDS	-	373,000	24,122	348,878.00	348,878.00
TOTAL REVENUE		-	473,000	30,588	442,411.00	442,411.00
TRANSFERS IN (OUT)						
380-7001-39935	IN	-	-	-	-	-
	OUT	-	-	-	-	-
NET TRANSFERS		-	-	-	-	-
TOTAL REVENUE AND TRANSFERS		-	473,000	30,588	442,411.00	442,411.00
OPERATING EXPENSES						
380-7001-48598	PROFESSIONAL SERVICES	-	-	-	-	-
TOTAL OPERATING EXPENSES		-	-	-	-	-
CAPITAL OUTLAY						
380-7001-80805	BUILDINGS & STRUCTURES	-	-	-	-	-
380-7001-80860	INFRASTRUCTURE	-	473,000	6,440	442,411.00	442,411.00
TOTAL CAPITAL OUTLAY		-	473,000	6,440	442,411.00	442,411.00
GRAND TOTAL 7001 NMED CWSRLF VACUUM SEWER REHABILITATION		-	473,000	24,149	442,411.00	442,411.00

7002 NMED DWSRLF WATERLINE REPLACEMENT

MARSHALL ST, N PERSHING, 2ND AVE AND SIERRA VISTA DR

REVENUES		2020-21	2021-22	2022-23	2023-24	2024-25
		Actual	Actual	Actual	Final	Interim
380-7002-32375	OTHER STATE GRANT	-	620,542	-	620,542	10,000
380-7002-38387	LOAN PROCEEDS	109,802	510,741	-	502,565	20,000
TOTAL REVENUE		109,802	1,131,283	-	1,123,107.00	30,000.00
TRANSFERS IN (OUT)						
380-7002-39935	IN	-	-	-	-	-
	OUT	-	-	-	-	-
NET TRANSFERS		-	-	-	-	-
TOTAL REVENUE AND TRANSFERS		109,802	1,131,283	-	1,123,107.00	30,000.00
OPERATING EXPENSES						
380-7002-48598	PROFESSIONAL SERVICES	109,802	9,651	-	1,475.00	1,475.00
TOTAL OPERATING EXPENSES		109,802	9,651	-	1,475.00	1,475.00
CAPITAL OUTLAY						
380-7002-80805	BUILDINGS & STRUCTURES	-	-	-	-	-
380-7002-80860	INFRASTRUCTURE	-	1,121,632	-	1,121,632.00	28,525.00
TOTAL CAPITAL OUTLAY		-	1,121,632	-	1,121,632.00	28,525.00
GRAND TOTAL 7002 NMED DWSRLF WATERLINE REPLACEMENT		109,802	1,131,283	-	1,123,107	30,000

7020 MAINSTREET STREET IMPROVEMENTS PROJECT

FOCH STREET - FISCAL AGENT ONLY		2020-21	2021-22	2022-23	2023-24	2024-25
REVENUES		Actual	Actual	Actual	Final	Interim
380-7020-32375	OTHER STATE GRANT	-	1,320,000	-	920,000.00	1,920,000.00
380-7020-38387	LOAN PROCEEDS	-	-	18,078	-	-
TOTAL REVENUE		-	1,320,000	18,078	920,000.00	1,920,000.00
TRANSFERS IN (OUT)						
380-7005-39935	IN	-	-	-	46,908.00	46,908.00
	OUT	-	-	-	-	-
NET TRANSFERS		-	-	-	-	-
TOTAL REVENUE AND TRANSFERS					46,908.00	46,908.00
OPERATING EXPENSES						
380-7020-48598	PROFESSIONAL SERVICES	-	60,000	18,078	46,908.00	40,000.00
380-7020-47415	MAINTENANCE & REPAIR GROUNDS & ROADWAYS	-	1,260,000	-	920,000.00	-
TOTAL OPERATING EXPENSES		-	1,320,000	18,078	966,908.00	40,000.00
CAPITAL OUTLAY						
380-7020-80805	BUILDINGS & STRUCTURES	-	-	-	-	1,880,000.00
380-7020-80860	INFRASTRUCTURE	-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	-	-	1,880,000.00
GRAND TOTAL 7020 MAINSTREET STREET IMPROVEMENTS PROJECT		-	1,320,000	18,078	966,908.00	1,920,000.00

403 DEBT SERVICE FUND
PLEDGE STATE TAX

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 FINAL	2023-24 Budget w/bars	4/30/2024 YTD	2024-25 Interim	% Change
REVENUES									
403-1203-32385 LOAN PROCEEDS	2,955,625	1,124,189	-	1,320,907	-	-			0%
403-1203-32386 GRT INTERCEPTED	448,030	430,416	431,224	431,224	427,728	427,728	357,602	410,215	-4%
403-1203-32388 INTERCEPTED FIRE MARSHAL	23,032	23,087	28,379	23,375	23,380	23,380	22,945	-	-100%
403-1203-36373 INTEREST INCOME	103	134	144	140	125	125	129	140	12%
403-1203-36410 INVESTMENT INCOME - NMFA	19,297	15,103	8,541	30,856	15,000	43,775	34,738	37,895	153%
403-1203-36411 INVESTMENT INCOME - CD'S	2,084	2,086	1,495	1,498	12,000	12,000	12,340	13,465	12%
TOTAL REVENUE	3,448,171	1,595,015	469,783	1,808,001	478,233	507,008	427,754	461,715	-3%
TRANSFERS IN (OUT)									
403-1203-39935 IN	436,283	503,929	1,464,296	571,392	695,444	707,717	689,558	1,004,104	44%
403-1203-49930 OUT	-	(15,872)	(795,668)	(1,188,816)	-	(62,383)	(79,486)		#DIV/0!
TOTAL TRANSFERS	436,283	488,057	668,628	(617,424)	695,444	645,334	610,072	1,004,104	44%
EXPENDITURES									
403-1203-90905 DEBT SERVICE PRINCIPAL	2,663,002	2,027,549	1,787,728	869,052	925,920	925,920	19,165	1,179,635	27%
403-1203-90910 DEBT SERVICE INTEREST	99,547	114,506	145,201	246,653	214,099	226,372	74,470	231,300	8%
403-1203-90925 COMMITMENTS AND OTHER FEES	1,936	3,397	2,704	2,935	3,733	3,733	1,207	3,385	-9%
403-1203-90930 COST OF DEBT ISSUANCE	127,708	19,084	-	-	-	-			
TOTAL EXPENDITURES	2,892,193 992,261	2,164,536 (81,464)	1,935,633 (797,222)	1,118,640 71,937	1,143,752 29,925	1,156,025 (3,683)	94,842 942,984	1,414,320 51,499	24%

PPRF-1850 TORC 8 PD BUILDING LOAN (NMFA GRT INTERCEPT)				Payoff-4/2026		
Principal	403-1203-90905	\$	14,756.00			
Interest	403-1203-90910	\$	345.00			
Admin Fee	403-1203-90925	\$	69.00			
		\$	15,170.00			
WPF-829 TORC 17 WTB-229 (Water)				Payoff-6/2031		
Principal	403-1203-90905	\$	12,911.00			
Interest	403-1203-90910	\$	228.00			
		\$	13,139.00			
PPRF-2613 TORC 18 GROUND STORAGE TANKS (Water)				Payoff-4/2032		
Principal	403-1203-90905	\$	8,287.00			
		\$	8,287.00			
PPRF-2737 TORC 19 REFINANCED 95,96,98 UTIL BONDS (WATER)				Payoff-4/2033		
Principal	403-1203-90905	\$	68,241.00			
Interest	403-1203-90910	\$	22,945.00			
		\$	91,186.00			
WPF-892 TorC 22 WTB-292 PER & ASSET MGMT PLAN (WATER)				Payoff-6/2033		
Principal	403-1203-90905	\$	3,305.00			
Interest	403-1203-90910	\$	76.00			
		\$	3,381.00			
CIF-3171 TorC 24 (WW)				Payoff-6/2034		
Principal	403-1203-90905	\$	3,846.00			
		\$	3,846.00			
CIF-3364 TORC 27 (WW)				Payoff-6/2035		
Principal	403-1203-90905	\$	3,867.00			
		\$	3,867.00			
SW COLLECTION LOAN (CAPITAL ONE) Solid Waste				Payoff-6/2026		
Principal	403-1203-90905	\$	110,000.00			
Interest	403-1203-90910	\$	8,690.00			
		\$	118,690.00			
PPRF-4968 ABC Refunding TorC 13 & New Money (TorC 13 - Recreation) NMFA GRT INTERCEPT				Payoff-4/2029		
Principal	403-1203-90905	\$	257,267.00			
Interest	403-1203-90910	\$	15,301.00			
Admin Fee	403-1203-90925	\$	1,312.00			
		\$	273,880.00			
CIF-4927 Water System PER (WATER)				Payoff-2041		
Principal	403-1203-90905	\$	458.00			
		\$	458.00			

PPRF-5198 Refunding TorC 15 STREET NMFA GRT INTERCEPT			Payoff-4/2030
Principal	403-1203-90905	\$ 116,211.00	
Interest	403-1203-90910	\$ 4,952.00	
		\$ 121,163.00	
DW4794 2019 WATER LINE REPLACEMENT PROJECTS LOAN (Water)			No loan pmts or amortization schedule available until after project is completed. Admin fees on draw downs only
Principal	403-1203-90905		
Interest	403-1203-90910		
Admin Fee	403-1203-90925	\$ 2,000.00	Interest on draw downs
		\$ 2,000.00	
USDA 910,000 Bond (WW)			Payoff-9/2056
Principal	403-1203-90905	\$ 17,000.00	
Interest	403-1203-90910	\$ 17,685.00	
		\$ 34,685.00	
USDA 715,000 WWTP Phase 2B Bond (WW) Loan 92-12			Payoff-9/2059
Principal	403-1203-90905	\$ 13,911.00	
Interest	403-1203-90910	\$ 10,543.00	
		\$ 24,454.00	
USDA 315,000 WWTP Phase 2B Bond (WW) Loan 92-19			Payoff-9/2059
Principal	403-1203-90905	\$ 5,641.00	
Interest	403-1203-90910	\$ 6,132.00	
		\$ 11,773.00	
USDA 5,487,000 Monthly Water Bond (WATER)			Payoff-6/2063
Principal	403-1203-90905	\$ 90,265.00	
Interest	403-1203-90910	\$ 113,856.00	
		\$ 204,121.00	
CIF-5192 Roads/Drainage Improv. Main St. Downtown Water Line (Streets)			Payoff-6/2042
Principal	403-1203-90905	\$ 5,000.00	
		\$ 5,000.00	
WPF-5089 Booster System Improv (WATER)			Payoff-6/2042
Principal	403-1203-90905	\$ 13,058.00	
Interest	403-1203-90910	\$ 150.00	
		\$ 13,208.00	
PPRF-5652 2022 Equipment Loan Electric Transformer (Elec)			Payoff-4/2031
Principal	403-1203-90905	\$ 163,374.00	
Interest	403-1203-90910	\$ 8,644.00	
		\$ 172,018.00	

CIF-5550 Water System Improvements PH2 (WTR)			Payoff-6/2043	
Principal	403-1203-90905	\$ 2,500.00		
		\$ 2,500.00		
WPF-5442 Cantrell Dam Design & Rehab (Streets)			Payoff-6/2043	
Principal	403-1203-90905	\$ 14,737.00		
Interest	403-1203-90910	\$ 716.00		
		\$ 15,453.00		
Series 2023 General Obligation Bond PPRF-6072			Payoff-8/2036	
Principal	403-1203-90905	\$ 255,000.00		
Interest	403-1203-90910	\$ 21,038.00		
		\$ 276,038.00		
Totals				
Principal	403-1203-90905	\$ 1,179,635.00		
Interest	403-1203-90910	\$ 231,301.00		
Admin Fee	403-1203-90925	\$ 3,381.00		
	<i>Includes Intercepts</i>	\$ 1,414,317.00	FYE 24/25	
	PPRF-1850 (TorC 8)	\$ 15,170.00	PD	
	PPRF-4968 ABC	\$ 273,880.00	Rec & New Money	
	PPRF-5198 (TorC 15)	\$ 121,163.00	Streets	
	GRT Intercepts	\$ 410,213.00		
	CIF-5192	\$ 5,000.00	Streets	Debt by Dept: PD \$ 15,170.00 Rec \$ 273,880.00 Streets \$ 233,629.00 Electric \$ 172,018.00 Water \$ 430,292.00 Solid Waste \$ 118,690.00 Waste Water \$ 170,638.00 Total Debt \$ 1,414,317.00
	WPF-5442	\$ 15,453.00	Streets	
	PPRF-6072	\$ 92,013.00	Streets	
	PPRF-5652	\$ 172,018.00	Electric	
	WPF-829 TorC 17	\$ 13,139.00	Water	
	PPRF-2613 TorC 18	\$ 8,287.00	Water	
	PPRF-2737 TorC 19	\$ 91,186.00	Water	
	WPF-892 TorC 22	\$ 3,381.00	Water	
	CIF-4927	\$ 458.00	Water	
	WPF-5089	\$ 13,208.00	Water	
	CIF-5550	\$ 2,500.00	Water	
	USDA/BSW 5,487,000	\$ 204,121.00	Water	
	DW-4794	\$ 2,000.00	Water	
	PPRF-6072	\$ 92,012.00	Water	
	Capital One	\$ 118,690.00	SW	
	CIF-3171 TorC 24	\$ 3,846.00	WW	
	CIF-3364 TorC 27	\$ 3,867.00	WW	
	USDA 910,000	\$ 34,685.00	WW	
	USDA 715,000	\$ 24,454.00	WW	
	USDA 315,000	\$ 11,773.00	WW	
	PPRF-6072	\$ 92,013.00	WW	
	Transfer IN	\$ 1,004,104.00		

501 CEMETERY		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/params	YTD	INTERIM	Change	
REVENUES											
501-1803-34355	OTHER CHARGES FOR SERVICES	8,530	10,130	19,940	20,470	15,000	15,000	12,580	15,000	0%	
501-1803-36373	INTEREST INCOME	20	20	23	30	30	30	40	30	0%	
TOTAL REVENUE		8,550	10,150	19,963	20,500	15,030	15,030	12,620	15,030	0%	
TRANSFERS IN (OUT)											
501-1803-39935	IN	-	-	-	-	-	-	-	-	#DIV/0!	
501-1803-49930	OUT	-	-	-	-	-	-	-	-	#DIV/0!	
TOTAL TRANSFERS		-	-	-	-	-	-	-	-	#DIV/0!	
EXPENDITURES											
501-1803-43780	UTILITIES	5,523	5,934	4,338	7,568	9,000	9,000	4,235	8,000	-11%	Could not water last summer for 2-3 months so utility bill is lower so far for FY24, In FY23 utilities near \$8,000
501-1803-45555	MISC EXPENSE	-	50	-	-	-	-	-	-	#DIV/0!	
501-1803-47415	MAINTENANCE GROUNDS	-	4,000	4,000	3,000	4,000	4,000	4,000	4,000	0%	Hot Springs Maintenance Contract \$1000 quarterly = \$4,000 Requesting to roll over \$20,000 to FY25. This is for an informational Kiosk that will be located at Vista Memorial Gardens Cemetery. Still researching this project and needs to be executed properly.
501-1803-48599	OTHER CONTRACT SERVICES	4,000	-	-	-	20,000	20,000	-	20,000	0%	
TOTAL OPERATING EXPENSES		9,523	9,984	8,338	10,568	33,000	33,000	8,235	32,000	-3%	
CAPITAL OUTLAY											
501-1803-	REPURCHASE OF CEMETARY LOTS	-	-	-	-	-	-	-	-	#DIV/0!	
501-1803-	OTHER CAPITAL PURCHASES	-	-	-	-	-	-	-	-	#DIV/0!	
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-	-	-	#DIV/0!	
TOTAL EXPENDITURES		9,523	9,984	8,338	10,568	33,000	33,000	8,235	32,000	-3%	

502 JOINT UTILITY OFFICE		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
REVENUES											
502-3601-34376	SALES OTHER/MISC	-	-	-	-	-	-	-	-	#DIV/0!	
502-3601-35330	RETURNED CHECK FEES	1,319	1,112	978	1,325	1,500	1,500	1,075	1,500	0%	
502-3601-35355	RED TAG FEE	48,277	26,513	70,805	77,941	55,000	55,000	55,571	58,500	6%	
502-3601-36373	INTEREST INCOME	2,675	2,971	3,479	3,142	2,400	2,400	2,920	3,500	46%	
502-3601-37380	MISC. REV	-	-	24,269	27,410	24,000	24,000	24,303	28,500	19%	\$2.50 CC Fee
	TOTAL REVENUE	52,290	30,596	99,699	109,818	82,900	82,900	83,869	92,000	11%	
TRANSFERS IN (OUT)											
502-3601-39935	IN	438,961	393,402	431,700	328,000	460,000	460,000	345,000	260,280	-43%	
502-3601-49930	OUT	-	-	-	-	-	-	-	-		
	TOTAL TRANSFERS	438,961	393,402	431,700	328,000	460,000	460,000	345,000	260,280	-43%	
PERSONNEL EXPENSES											
502-3601-40110	FULL TIME WAGES	239,358	234,797	225,947	229,656	238,805	238,805	152,339	180,000	-25%	
502-3601-40115	PART TIME WAGES	-	-	-	-	-	-	2,125	-	#DIV/0!	
502-3601-40125	OVERTIME	3,370.07	912.38	85.50	171.02	1,000	1,000	-	1,000	0%	
502-3601-40140	DELAYED COMPENSATION	-	-	72	384	-	-	-	-	#DIV/0!	
502-3601-41205	FICA - REGULAR	14,651	13,882	13,337	13,810	15,023	15,023	9,295	16,000	7%	
502-3601-41210	FICA - MEDICARE	3,427	3,247	3,120	3,230	3,513	3,513	2,174	3,700	5%	
502-3601-41215	PERA	23,168	22,734	21,718	23,637	25,791	25,791	16,410	27,000	5%	
502-3601-41225	HEALTH INSURANCE	42,187	47,669	44,409	30,307	33,948	33,948	18,447	35,000	3%	
502-3601-41226	RETIREE INSURANCE	7,083	7,042	6,648	6,897	7,164	7,164	4,548	7,500	5%	
502-3601-41235	UNEMPLOYMENT INS.	1,587	181	-	138	378	378	-	400	6%	
502-3601-41240	WORKER'S COMP. ASSESSMENT	76	67	60	55	70	70	30	70	0%	
502-3601-41785	WORKERS' COMP PREMIUMS	664	4,951	414	306	400	400	123	400	0%	
	TOTAL PERSONNEL EXPENSES	338,191	335,483	315,811	308,591	326,092	326,092	205,491	271,070	-17%	

		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
EXPENDITURES											
502-3601-42620	UNIFORM/LINEN	988	837	-	774	1,000	100	-	-	-100%	
502-3601-42720	EMPLOYEE TRAINING	1,420	75	-	-	-	-	199	1,500	#DIV/0!	
502-3601-43316	GAS & OIL	4,553	2,971	3,593	4,052	6,500	6,500	1,284	2,500	-62%	
502-3601-43465	RENT OF EQUIPMENT	5,809	20,274	28,022	31,952	32,000	32,000	22,100	35,000	9%	PITNEY BOWES, XEROX EQUIPMENT
502-3601-43735	POSTAGE & MAIL SERVICES	35,000	40,000	20,000	35,200	45,000	45,000	41,020	55,000	22%	LEASE/RENTAL, POSTAGE METER- UNDER
											BUDGETED LAST YEAR
											POSTAGE FOR UTILITY BILLING, CITY MAIL
											UTILITY BILLING ENVELOPES, RETURN
											ENVELOPES, ADVERTISEMENTS-SENDING MORE
502-3601-43740	PRINTING/PUBLISHING	5,275	5,585	6,526	7,371	8,000	8,000	6,854	8,500	6%	DELINQUENTS
502-3601-43770	SUBSCRIPTION & DUES	28,260	43,491	47,198	62,286	40,000	40,000	53,916	50,000	25%	CREDIT CARD FEES FOR CUSTOMER PAYMENTS
502-3601-43775	TELEPHONE	2,762	2,294	2,283	3,039	3,000	3,000	2,323	3,000	0%	
502-3601-43780	UTILITIES	4,071	4,200	4,101	4,012	5,000	5,000	3,717	5,000	0%	
											TYLER TECHNOLOGIES SOFTWARE, SPMR. (NEW
502-3601-43815	SOFTWARE LIC/SOFTWARE UPDATE	-	8,534	8,848	3,855	5,000	5,000	2,842	5,000	0%	BILL LAYOUT)
502-3601-44606	OFFICE SUPPLIES	3,710	1,943	3,751	4,462	5,000	5,100	4,279	5,500	10%	
502-3601-44607	FIELD SUPPLIES	555	544	438	636	500	500	412	-	-100%	
502-3601-44613	NON-CAPITAL ITEMS	-	2,480	-	-	500	1,300	-	500	0%	
502-3601-44615	SAFETY EQUIPMENT	450	342	400	47	750	750	-	-	-100%	
502-3601-46731	PROPERTY LIABILITY INSURANCE	661	587	587	11	200	200	10,450	200	0%	
502-3601-46732	GENERAL LIABILITY INSURANCE	2,410	651	623	2,173	2,500	2,500	2,635	2,500	0%	
502-3601-46733	VEHICLE INSURANCE	996	1,161	1,552	551	1,000	1,000	564	1,000	0%	
502-3601-47420	MAINT. VEHICLE/FURNITURE/FIXTURE/EQUIP	498	1,870	1,187	1,647	1,500	1,500	-	1,500	0%	
TOTAL OPERATING EXPENSES		116,081	140,974	129,110	162,069	157,450	157,450	152,596	176,700	12%	
TOTAL EXPENDITURES		454,272	476,457	444,920	470,660	483,542	483,542	358,086	447,770	-7%	
NET INCOME		36,979	(52,459)	86,479	(32,842)	59,358	59,358	70,783	(95,490)	-261%	
						460,000					
Transfers IN											
	503 - Electric				82,000	115,000			65,070		
	504 - Water				82,000	115,000			65,070		
	505 - Solid Waste				82,000	115,000			65,070		
	506 - Waste Water				82,000	115,000			65,070		
Grand Total					328,000	460,000			260,280		

503 ELECTRIC DIVISION		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/vars	YTD	INTERIM	Change	
REVENUES											
503-3702-30161	GROSS RECEIPTS-YD-JOINT UTILITY	812	840	839	837	\$ 830	\$ 830	\$ 766	\$900	8%	
503-3702-30162	GROSS RECEIPTS-EL-JOINT UTILITY	418,465	432,214	434,469	438,282	\$ 421,500	\$ 421,500	\$ 420,600	\$450,000	7%	
503-3702-34521	UTILITY SERVICES YARD LIGHT	18,976	19,284	18,958	19,244	\$ 17,500	\$ 17,500	\$ 16,673	\$19,000	9%	
503-3702-34522	UTILITY SERVICES-ELEC DIV	6,247,551	6,530,680	6,362,378	6,579,496	\$ 6,200,000	\$ 6,200,000	\$ 6,238,809	\$7,250,000	17%	
503-3702-34532	UTILITY SERVICES CONNECTIONS	15,563	14,667	18,953	16,940	\$ 17,000	\$ 17,000	\$ 10,870	\$16,000	-6%	
503-3702-34772	MERCHANDISE & JOBBING	11,571	16,771	20,613	48,606	\$ 15,000	\$ 15,000	\$ 72,227	\$25,000	67%	
503-3702-35541	PENALTY-YD	-	-	-	-				\$0	#DIV/0!	
503-3702-35542	NON-PAYMENT PENALTIES	4,480	8,143	7,120	5,377	\$ 5,000	\$ 5,000	\$ 5,579	\$5,500	10%	
503-3702-37374	SURPLUS AUCTION PROCEEDS	4,038	-	1,456	-	\$ -	\$ 270	\$ 270	\$ -	#DIV/0!	
503-3702-37426	MIS. (POLE RENTALS, ETC.) - ELECTRIC	18,606	33,569	47,908	55,663	\$ 37,000	\$ 37,000	\$ 70,168	\$ 40,000	8%	
TOTAL REVENUE		6,897,347	7,059,137	7,052,335	7,164,444	\$ 6,713,830	\$ 6,714,100	\$ 6,835,961	\$ 7,806,400	16%	
TRANSFERS IN (OUT)											
503-3702-39935	IN	76,582	1,482,386	20	-	\$ -	\$ -	\$ -	\$ -		
503-3702-49930	OUT	(1,817,379)	(3,014,641)	(1,917,721)	(411,826)	\$ (445,747)	\$ (445,747)	\$ (445,747)	\$ (404,023)	-9%	
TOTAL TRANSFERS		(1,740,797)	(1,532,255)	(1,917,701)	(411,826)	\$ (445,747)	\$ (445,747)	\$ (445,747)	\$ (404,023)	-9%	
PERSONNEL EXPENSES											
											Left open, I would like to give Priscilla Fuentes, And Chris Rees a raise due to not having a raise last year and not for another two years.
503-3702-40110	FULL TIME WAGES	294,787	350,969	338,709	368,595	\$ 405,018	\$ 405,018	\$ 302,585	\$ 355,555	-12%	
503-3702-40125	OVERTIME WAGES	15,929	14,380	15,928	18,592	\$ 20,000	\$ 20,000	\$ 16,698	\$ 20,000	0%	
503-3702-40135	STANDBY WAGES	17,358	16,620	16,380	19,062	\$ 19,000	\$ 19,000	\$ 15,534	\$ 18,000	-5%	
503-3702-40140	DELAYED COMPENSATION	-	-	12,115	1,857	\$ 1,500	\$ 1,500	\$ 620	\$ 1,500	0%	
503-3702-41205	FICA - REGULAR	19,874	23,106	23,138	24,555	\$ 27,560	\$ 27,560	\$ 20,066	\$ 24,495	-11%	
503-3702-41210	FICA - MEDICARE	4,648	5,404	5,411	5,743	\$ 6,446	\$ 6,446	\$ 4,693	\$ 5,730	-11%	
503-3702-41215	PERA	28,356	33,855	33,189	37,896	\$ 43,742	\$ 43,742	\$ 32,612	\$ 40,180	-8%	
503-3702-41225	HEALTH INSURANCE	37,266	45,847	49,375	57,687	\$ 63,949	\$ 63,949	\$ 56,063	\$ 77,050	20%	
503-3702-41226	RETIREE INSURANCE	8,710	10,364	10,172	1,105	\$ 12,151	\$ 12,151	\$ 9,056	\$ 10,675	-12%	
503-3702-41235	UNEMPLOYMENT INS.	2,305	181	-	214	\$ 432	\$ 432	\$ -	\$ 380	-12%	
503-3702-41240	WORKER'S COMP. ASSESSMENT	48	67	69	67	\$ 80	\$ 80	\$ 51	\$ 70	-13%	
503-3702-41785	WORKERS' COMP PREMIUMS	6,220	8,401	9,112	2,581	\$ 9,113	\$ 9,112	\$ 2,708	\$ 9,115	0%	
TOTAL PERSONNEL EXPENSES		435,502	509,195	513,598	537,953	\$ 608,991	\$ 608,990	\$ 460,686	\$ 562,750	-8%	

EXPENDITURES										
503-3702-42310	PER DIEM	504	-	-	-	\$ 2,000	\$ 2,000	\$ -	2,000	0% Employees going to School.
503-3702-42620	UNIFORM/LINEN	3,269	1,190	6,544	5,850	\$ 6,000	\$ 6,000	\$ 3,453	6,000	0% Fire Retardent Shirts, Pants for 8 Employees.
503-3702-42720	EMPLOYEE TRAINING	3,191	2,934	1,249	4,013	\$ 8,000	\$ 8,000	\$ 11,356	15,000	88% Guys going to school, CDL Training, Pole Climbing School, Underground School, Over Head School.
503-3702-43316	GAS & OIL	5,355	13,070	20,726	24,528	\$ 40,000	\$ 40,000	\$ 16,168	40,000	0% Gas and Diesel Fuel for Trucks.
503-3702-43403	REGULAR BUILDING MAINT	-	560	-	543	\$ -	\$ -	\$ -	-	-
503-3702-43465	RENT OF EQUIPMENT	462	1,158	1,624	1,775	\$ 1,800	\$ 1,800	\$ 1,701	2,500	39% Due to Sharp and Xreox Contract
503-3702-43740	PRINTING/PUBLISHING	-	285	233	-	\$ 250	\$ 250	\$ -	250	0%
503-3702-43770	SUBSCRIPTIONS & DUES	12,573	9,738	16,609	16,516	\$ 20,700	\$ 20,700	\$ 19,938	20,700	0% BLM Site Rental Fees, Journeyman Dues, AMI Saas Fees, Amaerican Public Power Dues, NM 811 Membership Fee.
503-3702-43775	TELEPHONE	2,375	3,452	2,932	2,923	\$ 4,000	\$ 4,000	\$ 2,444	4,000	0% Two Cell Phones, Three Office Phones, SIM Cards for AMI Collectors.
503-3702-43780	UTILITIES	73,529	77,572	82,550	76,554	\$ 86,600	\$ 86,600	\$ 64,486	86,600	0% Electric, Water, Gas, Trash, Tree Branches.
503-3702-43815	SOFTWARE LIC/SOFTWARE UPDATE	-	14,695	13,872	21,542	\$ 25,000	\$ 25,000	\$ 22,102	25,000	0%
503-3702-43999	OPERATING COSTS - SOLAR REFUNDS	-	-	-	-	\$ 10,000	\$ -	\$ -	15,000	50% Solar Refunds.
503-3702-44606	OFFICE SUPPLIES	1,350	1,301	955	1,260	\$ 2,000	\$ 2,000	\$ 795	2,000	0% Copy Paper, Folders, ETC.
503-3702-44607	FIELD SUPPLIES	10,885	159,389	247,411	249,696	\$ 130,000	\$ 215,360	\$ 247,475	275,000	112% Poles, Transformers, Cross Arms, Insulators, Meters, LED Lights, Bolts, All Hardware.
503-3702-44613	NON-CAPITAL ITEMS	6,180	6,503	7,927	7,270	\$ 10,000	\$ 10,000	\$ 2,269	10,000	0% Tools Under 5,000
503-3702-44615	SAFETY EQUIPMENT	8,355	12,146	9,983	10,077	\$ 14,550	\$ 14,550	\$ 12,174	14,550	0% Hard Hats, Boots, Line Hoses, Rubber gloves, Sleeves tested every Six Months, Saftey Tools.
503-3702-45793	GRT	424,228	435,183	429,185	438,575	\$ 430,000	\$ 430,000	\$ 419,258	500,000	16% Electric Rates went up, GRT is going up.
503-3702-45796	FRANCHISE TAX	17,126	17,426	17,475	18,087	\$ 20,000	\$ 20,000	\$ 14,045	20,000	0%
503-3702-46731	PROPERTY LIABILITY INSURANCE	10,573	9,601	9,601	9,369	\$ 12,000	\$ 12,000	\$ 1,493	10,000	-17%
503-3702-46732	GENERAL LIABILITY INSURANCE	24,097	6,586	6,389	26,339	\$ 27,000	\$ 27,000	\$ 31,945	32,000	19%
503-3702-46733	VEHICLE INSURANCE	24,977	14,565	7,435	2,205	\$ 2,500	\$ 2,500	\$ 2,702	3,000	20%
503-3702-47415	MAINT. REPAIRS GROUNDS ROADWAYS	142,022	372,988	106,140	550,159	\$ 165,000	\$ 165,000	\$ 138,570	300,000	82% Replace 14 Poles on Austin 87,000 Replace poles on S. Broadway Circuit. 250,000
503-3702-47420	MAINT.VEHICLE/FURN/FIXTURE/EQUIP	22,379	31,714	29,260	92,947	\$ 128,000	\$ 128,000	\$ 48,270	70,000	-45% Truck Repairs, Oil Changes, Tires, Altec Inspections.
503-3702-48596	AUDIT CONTRACT	-	9,709	9,709	9,698	\$ 10,000	\$ 10,000	\$ 3,233	10,000	0% Electric Department share of Audit Contract.
503-3702-48598	PROFESSIONAL SERVICE/CONTRACTS	-	141,862	57,460	86,453	\$ 72,000	\$ 72,000	\$ 24,279	100,000	39% Steve House Contract, IT Contract, Substation Work Contract.
503-3702-50795	WHOLESALE POWER COSTS	3,420,716	3,493,588	3,755,588	3,908,453	\$ 4,500,000	\$ 4,500,000	\$ 3,194,906	4,500,000	0% WAPA, Sierra Electric, Solar Array, Tri-State, Wholesale Power Costs.
TOTAL OPERATING EXPENSES		4,303,641	4,863,842	4,846,978	5,564,831	\$ 5,727,400	\$ 5,802,760	\$ 4,283,062	\$ 6,063,600	6%
CAPITAL OUTLAY										
503-3702-80805	BUILDING & STRUCTURES	-	56,626	15,150	-	\$ -	\$ -	\$ -	\$ -	#DIV/0! New Bucket Truck. 230,000 Repace a 2001 Bucket Truck that 23 years old. Replace Electric Car and give to the Utilitys Office. Buy Electric Dept. a F-150
503-3702-80810	OTHER CAPITAL EQUIP VEHICLES	302,270	181,269	-	-	\$ 250,000	\$ 250,000	\$ -	\$ 230,000	-8% Electric Truck. 57,000
503-3702-80845	CAPITAL IMPROVEMENT EQUIP	346,701	867,442	-	-	\$ 313,000	\$ 227,910	\$ 101,239		-100%
503-3702-80846	LAND ACQUISITION & IMPROVEMENT	-	-	17,974	-					#DIV/0!
TOTAL CAPITAL OUTLAY		648,971	1,105,337	33,124	-	\$ 563,000	\$ 477,910	\$ 101,239	\$ 230,000	-59%
TOTAL EXPENDITURES		5,388,114	6,478,374	5,393,701	6,102,784	\$ 6,899,391	\$ 6,889,660	\$ 4,844,987	\$ 6,856,350	-1%
NET INCOME		(231,564)	(951,493)	(259,066)	649,833	\$ (631,308)	\$ (621,307)	\$ 1,545,227	\$ 546,027	-186%

Transfers OUT									
315	CI Reserve	149,029	\$	161,200			\$	153,810	
316	Emergency Repair Fund	3,125	\$	3,125			\$	3,125	
318	Electrical Construction Reserve	10,000	\$	10,000			\$	10,000	
403	Debt Service	67,094	\$	156,422			\$	172,018	
502	Joint Utility Office	82,000	\$	115,000			\$	65,070	
Grand Total		\$ 311,248	\$	445,747			\$	404,023	

504 WATER DIVISION		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
REVENUES											
504-3803-30153	GOV'T GROSS RECEIPTS-WA	38,432	59,824	60,837	63,208	60,000	60,000	57,144	65,000	8%	
504-3803-34523	UTILITY SERVICES	856,850	1,344,089	1,382,900	1,454,817	1,375,000	1,375,000	1,365,685	1,500,500	9%	
504-3803-34533	UTILITY SERVICES CONNECTIONS	11,091	9,716	11,404	10,421	10,000	10,000	7,396	10,000	0%	
504-3803-34553	NEW INSTALLATIONS (TAPS)	7,528	5,104	28,520	14,538	16,000	30,864	20,479	20,000	25%	
504-3803-34773	MERCHANDISE & JOBBING	283	-	7,048	117	-	-	-	-	#DIV/0!	
504-3803-35543	NON-PAYMENT PENALTIES	3,095	4,418	6,846	4,383	4,200	4,200	4,545	4,500	7%	
504-3803-37374	SURPLUS AUCTION PROCEEDS	-	-	9,718	-	-	-	-	-	#DIV/0!	
504-3803-37390	PROPERTY SALES	-	-	-	-	-	2,256	2,256	-	#DIV/0!	
504-3803-38372	INSURANCE RECOVERIES	-	-	-	-	-	22,396	22,395	-		
TOTAL REVENUE		917,280	1,423,151	1,507,274	1,547,484	1,465,200	1,504,716	1,479,900	1,600,000	9%	
TRANSFERS IN (OUT)											
504-3803-39935	IN	297,092	15,872	0	-					#DIV/0!	
504-3803-49930	OUT	(244,964)	(405,965)	(686,147)	(558,660)	(681,276)	(6,812,796)	(490,115)	(531,787)	-22%	
TOTAL TRANSFERS		52,128	(390,093)	(686,147)	(558,660)	(681,276)	(6,812,796)	(490,115)	(531,787)	-22%	
PERSONNEL EXPENSES											
											10 Positions w/2
504-3803-40110	FULL TIME WAGES	188,248	189,243	132,087	94,039	156,427	156,427	181,673	343,460	120%	split w/ww
504-3803-40125	OVERTIME WAGES	17,164	15,684	24,341	16,061	25,000	25,000	23,442	25,000	0%	
504-3803-40135	STANDBY WAGES	4,853	5,504	5,952	5,282	9,000	9,000	1,354	9,000	0%	
504-3803-40140	DELAYED COMPENSATION	-	-	2,287	7,132	5,000	5,000	993	5,000	0%	
504-3803-41205	FICA - REGULAR	12,820	12,845	9,895	7,483	12,116	12,116	12,702	24,190	100%	
504-3803-41210	FICA - MEDICARE	2,998	3,004	2,314	1,750	2,834	2,834	2,971	5,660	100%	
504-3803-41215	PERA	16,441	16,140	11,695	8,601	16,894	16,894	19,125	39,580	134%	
504-3803-41225	HEALTH INSURANCE	19,246	17,397	22,125	8,299	43,316	43,316	21,681	43,475	0%	
504-3803-41226	RETIREE INSURANCE	4,439	4,259	3,963	3,377	4,693	4,693	7,532	10,535	124%	
504-3803-41235	UNEMPLOYMENT INS.	1,524	181	-	100	243	243	-	540	122%	
504-3803-41240	WORKER'S COMP. ASSESSMENT	55	57	37	23	80	80	36	95	19%	
504-3803-41785	WORKERS' COMP PREMIUMS	4,517	3,855	5,665	2,833	10,000	10,000	1,684	3,500	-65%	
TOTAL PERSONNEL EXPENSES		272,305	268,169	220,361	154,980	285,603	285,603	273,193	510,035	79%	

		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/basis	YTD	INTERIM	Change	
EXPENDITURES											
504-3803-42305	MILEAGE REIMB.	183	-	-	-	2,000	2,000	-	-	-100%	
504-3803-42310	PER DIEM	827	-	-	392	-	300	225	-	#DIV/0!	
504-3803-42620	UNIFORM/LINEN	1,764	1,860	1,409	861	2,500	2,700	2,356	2,500	0%	
504-3803-42720	EMPLOYEE TRAINING	6,082	1,185	2,234	1,905	4,000	4,000	2,921	3,000	-25%	
504-3803-43316	GAS & OIL	6,734	16,153	19,722	24,117	30,000	30,000	24,556	30,750	2%	
504-3803-43317	DIESEL FUEL	8,433	-	-	-	-	-	-	-	#DIV/0!	
504-3803-43403	REGULAR BUILDING MAINT.	-	-	-	-	-	-	-	-	#DIV/0!	
504-3803-43465	RENT OF EQUIPMENT	620	14,418	2,870	633	4,000	4,000	850	1,200	-70%	
504-3803-43466	RENT OF LAND/BUILDING	-	-	-	2,179	2,200	2,200	2,153	1,000	-55%	
504-3803-43740	PRINTING/PUBLISHING	541	570	692	684	1,000	1,000	798	1,500	50%	
504-3803-43770	SUBSCRIPTIONS/DUES	12,360	3,520	2,179	1,599	3,200	4,200	1,449	7,000	119%	
504-3803-43775	TELEPHONE	679	873	836	878	2,000	2,000	2,090	8,000	300%	
504-3803-43780	UTILITIES	110,186	119,312	137,952	117,847	180,000	180,000	107,947	130,000	-28%	
504-3803-43797	WATER CONSERVATION	13,467	14,756	14,197	14,806	20,000	20,000	12,498	14,000	-30%	
504-3803-43815	SOFTWARE LIC/SOFTWARE UPDATE	-	14,504	13,113	13,101	20,000	20,000	16,203	15,000	-25%	
504-3803-44605	CHEMICALS/LABORATORY TESTING	3,646	-	523	-	-	-	-	5,000	#DIV/0!	
504-3803-44606	OFFICE SUPPLIES	1,268	2,055	480	1,873	1,500	1,500	1,208	3,800	153%	
504-3803-44607	FIELD SUPPLIES	53,458	88,895	133,642	156,524	150,000	150,000	114,914	190,000	27%	
504-3803-44613	NON-CAPITAL EQUIPMENT	3,817	4,847	4,107	478	4,000	3,000	-	-	-100%	
504-3803-44615	SAFETY EQUIPMENT	9,678	3,956	3,451	4,524	3,000	5,256	5,128	10,000	233%	
504-3803-44810	EQUIPMENT & MACHINERY	-	-	-	4,328	-	-	-	4,000	#DIV/0!	
504-3803-45555	MISC EXPENSE	-	-	-	-	-	-	-	-	#DIV/0!	
504-3803-45796	FRANCHISE TAX	2,809	4,139	4,269	4,399	6,000	6,000	3,700	4,500	-25%	
504-3803-46731	PROPERTY LIABILITY INSURANCE	10,573	9,601	9,601	5,440	11,000	11,000	2,346	2,500	-77%	
504-3803-46732	GENERAL LIABILITY INSURANCE	24,097	6,586	6,389	3,773	24,000	24,000	4,576	5,000	-79%	
504-3803-46733	VEHICLE INSURANCE	9,957	4,855	6,819	1,838	11,000	11,000	2,515	2,600	-76%	
504-3803-46794	GOVT GRT	38,897	59,076	60,279	65,613	50,000	50,000	59,083	65,000	30%	
504-3803-47415	MAINT. REPAIRS GROUNDS ROADWAYS	21,346	18,525	11,868	54,899	60,000	74,864	58,165	80,000	33%	
504-3803-47420	MAINT. VEHICLE	8,187	8,552	10,008	7,482	8,000	8,000	12,722	16,500	106%	
504-3803-47421	MAINT. EQUIPMENT	753	1,979	516	96,620	150,000	143,200	111,545	160,000	7%	
504-3803-47425	OTHER MAINT./WATER METERS	1,775	168	-	-	-	-	-	-	#DIV/0!	
504-3803-47430	EMERGENCY REPAIRS	17,443	102,874	34,818	1,082	-	-	-	-	#DIV/0!	
504-3803-48596	AUDIT CONTRACT	-	9,709	9,709	9,698	10,000	10,000	3,233	4,500	-55%	
504-3803-48598	PROFESSIONAL SERVICES	22,343	70,653	60,662	72,841	60,000	66,300	82,605	100,000	67%	
504-3803-48599	OTHER CONTRACTUAL SERVICES	-	-	-	-	-	-	-	-	#DIV/0!	
TOTAL OPERATING EXPENSES		391,925	583,621	552,346	670,412	819,400	836,520	635,785	867,350	6%	

		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
CAPITAL OUTLAY											
504-3803-80810	OTHER CAPITAL EQUIP. VEHICLES	73,050	95,542	-	-	-	50,000	22,580	33,000	#DIV/0!	1 Meter Reader Truck Hydro Exavator split with WW
504-3803-80845	CAPITAL IMPROVEMENT EQUIPMENT	-	-	-	-	-	-	-	30,000		
TOTAL CAPITAL OUTLAY		73,050	95,542	-	-	-	50,000	22,580	63,000	#DIV/0!	
TOTAL EXPENDITURES		737,279	947,332	772,707	825,392	1,105,003	1,172,123	931,558	1,440,385	30%	
NET INCOME		232,129	85,727	48,420	163,432	(321,079)	(6,480,203)	58,227	(372,172)	16%	
TRANSFERS OUT											
101	General Fund				250,000.00						Revenue Expenses BOY Balance
216	Streets				30,000.00	-					
313	Water CD					191,161					
315	CI Reserve				30,670.00	34,819			33,300		
316	Emergency Repair Fund				3,125.00	3,125			3,125		
360	NMFA Colonas				50,000.00						
403	Debt Service				203,565.00	337,171			430,292		
502	Jt. Utility Office				82,000.00	115,000			65,070		
Grand Total					649,360	681,276			531,787		

505 SOLID WASTE DIVISION		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024/25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
REVENUES											
505-3904-30154	GROSS RECEIPTS-TR	68,482	73,313	77,480	82,639	83,000	83,000	70,464	83,500	1%	
505-3904-30312	GGRT - ENVIRONMENTAL	88,587	90,332	101,792	89	-	-	-	-	#DIV/0!	
505-3904-30315	GOVT GROSS RECEIPTS TAX	10,494	11,791	12,269	13,554	11,000	11,000	20,365	20,000	82%	
505-3904-34355	TRANSFER STATION REVENUE	502,279	536,634	539,279	573,829	551,250	551,250	513,764	575,000	4%	
505-3904-34524	UTILITY SERVICES - SOLID WASTE	1,484,264	1,591,966	1,704,681	1,810,039	1,762,500	1,762,500	1,550,524	1,775,000	1%	
505-3904-35544	NON-PAYMENT PENALTIES	4,465	6,181	9,441	5,621	4,500	4,500	4,110	4,500	0%	
505-3904-36410	NM STO INVESTMENT INCOME	6,909	620	593	14,489	8,000	8,000	17,822	12,500	56%	
505-3904-37546	MISC. (RECYCLING) - SOLID WASTE	20,019	27,883	43,562	18,634	25,000	25,000	20,134	25,000	0%	
TOTAL REVENUE		2,185,500	2,346,691	2,489,097	2,518,892	2,445,250	2,445,250	2,197,182	2,495,500	2%	
TRANSFERS IN (OUT)											
505-3904-39935	IN	386,964	-	20	-					#DIV/0!	
505-3904-49930	OUT	(400,901)	(394,779)	(921,949)	(500,572)	(292,641)	(292,641)	(292,641)	(236,325)	-19%	
TOTAL TRANSFERS		(13,937)	(394,779)	(921,929)	(500,572)	(292,641)	(292,641)	(292,641)	(236,325)	-19%	
PERSONNEL EXPENSES											
505-3904-40110	FULL TIME WAGES	397,868	414,809	406,227	477,103	542,901	542,901	411,930	540,115	-1%	13 Positions
505-3904-40125	OVERTIME WAGES	1,408	919	427	1,559	4,500	4,500	154	4,500	0%	
505-3904-40140	DELAYED COMPENSATION	-	-	4,913	2,468	2,000	2,000	1,030	2,000	0%	
505-3904-41205	FICA - REGULAR	23,584	24,357	24,321	28,935	34,063	34,063	24,759	34,480	1%	
505-3904-41210	FICA - MEDICARE	5,516	5,897	5,688	6,767	7,966	7,966	5,790	8,065	1%	
505-3904-41215	PERA	38,399	40,180	39,175	48,228	58,633	58,633	43,936	62,105	6%	
505-3904-41225	HEALTH INSURANCE	76,756	92,628	77,896	58,456	71,563	71,563	55,739	71,795	0%	
505-3904-41226	RETIREE INSURANCE	11,753	12,307	11,992	14,089	16,287	16,287	12,229	16,490	1%	
505-3904-41235	UNEMPLOYMENT INS.	3,214	181	-	269	756	756	-	760	1%	
505-3904-41240	WORKER'S COMP. ASSESSMENT	110	108	99	101	140	140	78	140	0%	
505-3904-41785	WORKERS' COMP PREMIUMS	21,569	9,634	12,800	11,299	10,000	10,000	3,804	10,000	0%	
TOTAL PERSONNEL EXPENSES		580,177	600,820	583,539	649,275	748,809	748,809	559,449	750,450	0%	

		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024/25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bar%	YTD	INTERIM	Change	
EXPENDITURES											
505-3904-42620	UNIFORM/LINEN	3,891	3,259	3,906	269	7,000	6,000	3,832	6,000	-14%	
505-3904-42720	EMPLOYEE TRAINING	4,325	-	550	9,996	8,000	7,600	1,991	6,000	-25%	CDL/Cert
505-3904-43316	GAS & OIL	6,742	37,310	61,347	72,254	90,000	90,071	48,338	80,000	-11%	
505-3904-43403	REGULAR BUILDING MAINT	68	2,973	22,454	8,541	10,000	4,000	3,656	10,000	0%	Awning Recyclables
505-3904-43465	RENT OF EQUIPMENT	1,899	2,342	1,831	2,248	4,000	4,000	2,865	7,000	75%	Sharp Printers
505-3904-43735	POSTAGE & MAIL SERVICES	-	-	-	-	-	-	-	-	#DIV/0!	
											Rate Changes Info
505-3904-43740	PRINTING/PUBLISHING	-	575	-	380	1,000	1,000	379	1,000	0%	Public
505-3904-43770	SUBSCRIPTIONS & DUES	18,123	800	750	750	1,000	1,000	832	1,000	0%	
505-3904-43775	TELEPHONE	1,821	2,142	1,986	1,987	4,000	4,000	1,739	4,000	0%	
505-3904-43780	UTILITIES	14,543	25,630	15,192	15,484	25,000	25,000	13,585	25,000	0%	
											Silver
505-3904-43815	SOFTWARE LIC/SOFTWARE UPDATE	-	14,009	14,566	26,386	30,000	30,000	16,885	21,000	-30%	Sky/Paradigm/Tyler
											line item not being
505-3904-43999	OPERATING COSTS	2,282	2,447	3,654	3	-	-	-	-	#DIV/0!	used
505-3904-44606	OFFICE SUPPLIES	954	1,987	956	2,019	3,000	2,929	1,493	3,000	0%	
505-3904-44607	FIELD SUPPLIES	7,826	11,357	33,934	24,467	45,000	32,000	25,425	30,000	-33%	Tires +
											PC/Dumpsters/EB if
505-3904-44613	NON-CAPITAL EQUIPMENT	12,595	28,784	1,158	33,513	35,000	46,700	45,796	40,000	14%	contract
											High Vis
											Jackets/Glasses/Glov
505-3904-44615	SAFETY EQUIPMENT	2,950	4,752	4,794	2,087	5,000	6,300	5,959	6,500	30%	es
											SCSWA 600,000 + 7%
505-3904-45601	WASTE DISPOSAL	685,181	726,797	754,957	832,842	900,000	900,000	720,162	1,000,000	11%	Utilities 3000
505-3904-45796	FRANCHISE TAX	5,292	5,593	5,904	6,232	8,000	8,000	4,958	8,000	0%	
505-3904-46731	PROPERTY LIABILITY INSURANCE	10,573	9,601	9,601	3,441	11,130	11,130	7,251	11,000	-1%	
505-3904-46732	GENERAL LIABILITY INSURANCE	24,097	6,586	6,389	9,474	12,000	12,000	11,491	12,000	0%	
505-3904-46733	VEHICLE INSURANCE	37,915	18,487	8,910	2,940	12,000	12,000	3,239	12,000	0%	
505-3904-46794	GOVT GRT	80,124	84,799	88,893	95,118	75,000	95,000	90,777	75,000	0%	
											\$ST to Parkhill
505-3904-47415	MAINT. REPAIRS GROUNDS ROADWAYS	-	-	212	3,942	15,000	2,900	2,829	15,000	0%	R/Study/Paving
505-3904-47420	MAINT. VEHICLE/FURNITURE/FIXTURE/EQUIP.	48,009	83,374	109,263	93,698	121,000	86,500	50,641	80,000	-34%	
505-3904-48596	AUDIT CONTRACT	-	9,709	9,709	9,698	10,000	10,000	3,233	10,000	0%	
505-3904-48598	PROFESSIONAL SERVICES - SOLID WASTE	200	11,818	11,818	11,331	15,000	15,000	5,239	15,000	0%	IT Contract
505-3904-48599	OTHER CONTRACT SERVICES	28,931	30,954	35,390	68,385	211,000	226,000	185,266	60,000	-72%	Parkhill/New Gen
TOTAL OPERATING EXPENSES		1,035,080	1,128,574	1,208,125	1,337,483	1,658,130	1,639,130	1,257,860	1,538,500	-7%	
CAPITAL OUTLAY											
505-3904-80810	OTHER CAPITAL EQUIPMENT - VEHICLES	207,931	238,983	-	239,841	120,000	120,000	-	120,000	0%	Rollover PO FY24
505-3904-80845	CAPITAL IMPROVEMENTS EQUIPMENT	-	7,395	148,478	6,763	56,000	75,000	55,000		-100%	
TOTAL CAPITAL OUTLAY		207,931	246,378	148,478	246,604	176,000	195,000	55,000	120,000	-32%	
TOTAL EXPENDITURES		1,823,188	1,975,773	1,940,141	2,233,362	2,582,939	2,582,939	1,872,309	2,408,950	-7%	
NET INCOME		348,376	(23,861)	(372,973)	(215,042)	(430,330)	(430,330)	32,232	(149,775)	-65%	

		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024/25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
TRANSFERS OUT											
101	General Fund				250,000.00						
315	CI Reserve				48,659.00	56,676			49,440		
316	Emergency Repair Fund				3,125.00	3,125			3,125		
403	Debt Service				116,788.00	117,840			118,690		
502	Jt. Utility Office				82,000.00	115,000			65,070		
Grand Total					500,572	292,641			236,325		

506 WASTEWATER DIVISION		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
REVENUES											
506-4005-30155	GROSS RECEIPTS-SW	46,877	48,360	47,193	49,008	50,000	50,000	46,480	50,000	0%	
506-4005-34355	OTHER CHARGES FOR SERVICE	-	-	-	3,302	4,200	4,200	22,802	15,000	257%	New Talon Septic 350 x 12
506-4005-34525	UTILITY SERVICES	1,028,981	1,075,849	1,051,072	1,070,330	1,146,000	1,146,000	1,066,324	1,175,000	3%	
506-4005-34555	NEW INSTALLATIONS SEWER	9,450	3,662	12,433	3,687	2,000	2,000	6,396	7,500	275%	
506-4005-35545	NON-PAYMENT PENALTIES	1,947	3,492	4,727	3,666	3,200	3,200	2,431	3,500	9%	
TOTAL REVENUE		1,087,255	1,214,963	1,153,164	1,129,993	1,205,400	1,205,400	1,144,433	1,251,000	4%	
TRANSFERS IN (OUT)											
506-4005-39935	IN	70,751	-	-	102,163					#DIV/0!	
506-4005-49930	OUT	(282,438)	(276,818)	(337,550)	(394,915)	(242,336)	(242,336)	(121,450)	(284,613)	17%	
TOTAL TRANSFERS		(211,687)	(276,818)	(337,550)	(292,752)	(242,336)	(242,336)	(121,450)	(284,613)	17%	
PERSONNEL EXPENSES											
506-4005-40110	FULL TIME WAGES	206,131	218,219	247,133	261,122	253,563	253,563	210,789	253,565	0%	7 Positions 2 split w/ww
506-4005-40125	OVERTIME WAGES	22,752	16,329	15,884	53,640	25,000	25,000	33,338	25,000	0%	
506-4005-40135	STANDBY WAGES	7,217	6,612	6,790	9,808	10,000	10,000	3,218	10,000	0%	
506-4005-40140	DELAYED COMPENSATION	-	-	72	9,663	2,000	2,000	957	2,000	0%	
506-4005-41205	FICA - REGULAR	14,073	14,274	16,029	19,982	17,330	17,330	14,957	17,000	-2%	
506-4005-41210	FICA - MEDICARE	3,291	3,338	3,748	4,673	4,053	4,053	3,498	4,000	-1%	
506-4005-41215	PERA	19,666	20,902	23,490	25,862	25,759	25,759	22,188	26,275	2%	
506-4005-41225	HEALTH INSURANCE	45,896	50,348	52,031	53,475	46,483	46,483	39,870	108,050	132%	
506-4005-41226	RETIREE INSURANCE	6,663	7,068	6,787	6,790	7,155	7,155	3,960	7,000	-2%	
506-4005-41235	UNEMPLOYMENT INS.	1,741	181	-	154	432	432	-		-100%	
506-4005-41240	WC	46	47	55	53	80	80	42	80	0%	
506-4005-41785	WC PREMIUMS	4,645	5,108	9,188	5,492	25,273	25,273	2,731	3,000	-88%	
TOTAL PERSONNEL EXPENSES		332,121	342,426	381,207	450,714	417,127	417,127	335,547	455,970	9%	

		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
EXPENDITURES											
506-4005-42305	MILEAGE REIMB.	-	-	-	-	2,500	2,500	-	-	-100%	
506-4005-42310	PER DIEM	340	-	-	-	-	800	320	-	#DIV/0!	
506-4005-42620	UNIFORM/LINEN	1,996	2,515	1,395	1,605	3,500	3,500	3,085	2,500	-29%	
506-4005-42720	EMPLOYEE TRAINING	1,416	1,029	1,752	2,103	3,000	3,000	2,191	4,500	50%	
506-4005-43316	GAS & OIL	7,746	7,828	11,380	20,239	25,000	25,000	10,417	12,000	-52%	
506-4005-43465	RENT OF EQUIPMENT	1,568	-	-	3,167	7,500	7,500	3,460	4,500	-40%	
506-4005-43740	PRINTING / PUBLISHING	-	-	-	-	1,000	1,000	798	2,000	100%	
506-4005-43770	SUBSCRIPTIONS & DUES	10,538	710	1,766	1,596	2,500	2,500	278	4,500	80%	
506-4005-43775	TELEPHONE	2,512	4,071	4,330	5,085	5,000	5,000	4,137	4,000	-20%	
506-4005-43780	UTILITIES	115,231	97,935	40,945	125,004	126,000	126,000	117,637	135,000	7%	
506-4005-43815	SOFTWARE LIC/SOFTWARE UPD/	-	14,701	13,601	12,512	17,000	17,000	12,872	17,000	0%	
506-4005-44605	CHEMICALS/LABORATORY TESTI	41,462	7,419	7,095	9,512	10,000	31,000	13,802	57,000	470%	
506-4005-44606	OFFICE SUPPLIES	713	126	1,179	1,908	2,000	2,000	2,697	3,500	75%	
506-4005-44607	FIELD SUPPLIES	16,459	74,181	20,504	66,248	70,000	70,000	30,502	40,000	-43%	
506-4005-44613	NON-CAPITAL EQUIPMENT	7,866	11,643	7,348	5,236	6,000	114	-	5,000	-17%	
506-4005-44615	SAFETY EQUIPMENT	4,318	1,509	3,104	1,369	2,500	3,086	4,042	8,000	220%	
506-4005-46731	PROPERTY LIABILITY INSURANCE	11,234	9,601	9,816	24,411	24,500	24,500	4,009	4,500	-82%	
506-4005-46732	GENERAL LIABILITY INSURANCE	24,097	6,586	6,389	3,507	10,000	10,000	4,254	4,500	-55%	
506-4005-46733	VEHICLE INSURANCE	11,703	6,071	5,174	1,654	10,000	10,000	1,881	2,000	-80%	
506-4005-46794	GOVT GRT	48,079	48,285	47,216	48,232	45,000	45,000	47,683	55,000	22%	
506-4005-47415	MAINT. REPAIR GROUNDS ROAD	36	-	9,133	19,042	20,000	24,500	22,577	40,000	100%	
506-4005-47420	MAINT. VEHICLE/FURNITURE/FIXT	4,517	4,656	22,713	18,772	23,000	23,000	24,695	30,000	30%	
506-4005-47425	OTHER MAINT. EQUIPMENT	1,969	-	-	20,924	15,000	15,000	13,975	45,000	200%	
506-4005-48596	AUDIT CONTRACT	-	9,709	9,709	9,698	10,000	10,000	3,233	10,000	0%	
506-4005-48598	PROFESSIONAL SERVICES	29,639	47,658	65,167	62,378	75,000	75,000	119,633	90,000	20%	
506-4005-48599	OTHER CONTRACT SERVICES	-	6,835	-	-	60,000	59,000	48,193	60,000	0%	
506-4005-48798	VILLAGE OF WILLIAMSBURG	35,243	42,259	47,281	45,528	50,000	50,000	44,381	50,000	0%	
TOTAL OPERATING EXPENSES		386,785	427,501	336,997	529,745	626,000	646,000	540,750	690,500	10%	
CAPITAL OUTLAY											
506-4005-80810	OTHER CAPITAL EQUIPMENT - VE	120,641	-	-	-	50,000	50,000	47,494	-	-100%	Truck
506-4005-80845	CAPITAL IMPROVEMENTS EQUIP	-	158,282	-	-	20,000	-	-	30,000	50%	Hydro Exavator split with WTR
TOTAL CAPITAL OUTLAY		120,641	158,282	-	-	70,000	50,000	47,494	30,000	-57%	
TOTAL EXPENDITURES		839,547	928,210	718,204	980,459	1,113,127	1,113,127	923,791	1,176,470	6%	
NET INCOME		36,022	9,936	97,410	(143,218)	(150,063)	(150,063)	99,193	(210,083)	40%	

	2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
	Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
TRANSFERS OUT										
101 General Fund				250,000					Revenue	
216 Streets				15,000	-				Expense	
315 CI Reserve				24,369	25,425			25,750	BOY Balance	
316 Emergency Repair Fund				3,125	3,125			3,125		
317 WW Reserve				18,954	19,775			20,030		
403 Debt Service				78,367	79,011			170,638		
502 Jt. Utility Office				82,000	115,000			65,070		
Grand Total				471,815	242,336			284,613		

508 GOLF COURSE		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
REVENUES											
508-4303-30315	GOVT GRT	1,652	2,582	3,092	2,477	3,000	3,000	2,339	2,500	-17%	
508-4303-34348	RENT OF PUBLIC FACILITIES	-	-	-	-	-	-	8,281	-		
508-4303-34376	SALES OTHER GOLF PRO SHOP	-	-	239	399	500	500	2,160	1,000	100%	
508-4303-36373	INTEREST INCOME	18	29	39	40	35	35	25	50	43%	
508-4303-37316	MISC. INCOME	31,515	49,107	58,579	47,977	55,000	55,000	42,405	50,000	-9%	
508-4303-37356	EXPANSION/IMPROVEMENT FEES	3,429	4,192	1,973	-	-	-	-	-	#DIV/0!	
TOTAL REVENUE		36,613	55,910	63,922	50,893	58,535	58,535	55,211	53,550	-9%	
TRANSFERS IN (OUT)											
508-4303-39935	IN	120,000	180,000	206,885	170,000	255,000	255,000	255,000	255,000	0%	
508-4303-49930	OUT	-	-	-	-	-	-	-	-		
TOTAL TRANSFERS		120,000	180,000	206,885	170,000	255,000	255,000	255,000	255,000	0%	
PERSONNEL EXPENSES											
508-4303-40110	FULL TIME WAGES	70,569	89,752	104,378	122,768	110,906	110,906	95,023	109,825	-1%	6 Postions
508-4303-40115	PART TIME WAGES	20,742	37,241	19,764	10,553	30,826	30,826	30,904	43,830	42%	
508-4303-40125	OVERTIME WAGES	-	2,150	2,402	584	2,000	2,000	1,034	-	-100%	
508-4303-40140	DELAYED COMPENSATION	-	-	138	-	-	-	2,280	-	#DIV/0!	
508-4303-41205	FICA - REGULAR	5,661	8,007	7,811	8,016	8,911	8,911	7,737	10,005	12%	
508-4303-41210	FICA - MEDICARE	1,324	1,873	1,827	1,875	2,084	2,084	1,809	2,340	12%	
508-4303-41215	PERA	3,967	4,531	8,351	5,690	11,978	11,978	6,855	12,675	6%	
508-4303-41225	HEALTH INSURANCE	44	51	2,898	18,612	22,018	22,018	17,991	21,820	-1%	
508-4303-41226	RETIREE INSURANCE	1,074	1,387	2,557	1,662	3,312	3,312	1,907	3,350	1%	
508-4303-41235	UNEMPLOYMENT INS.	-	-	-	59	216	216	-	-	-100%	
508-4303-41240	WORKER'S COMP. ASSESSMENT	41	53	48	48	50	50	37	50	0%	
508-4303-41785	WORKERS' COMP PREMIUMS	-	1,072	2,484	1,250	1,250	1,250	738	1,000	-20%	
TOTAL PERSONNEL EXPENSES		103,423	146,115	152,659	171,117	193,551	193,551	166,314	204,895	6%	

EXPENDITURES												6 pairs jeans @ \$40 = \$240 x 4 employees = \$960. 6 shirts @ \$40 = \$240 x 4 employees = \$960.
508-4303-42620	UNIFORM/LINEN	-	-	-	-	2,850	2,850	2,673	2,850	0%		Training for chemical application and licensure \$55 x 3 employees. Basic Turfgrass Management class \$615.
508-4303-42720	EMPLOYEE TRAINING	-	750	-	-	1,000	1,000	137	1,000	0%		Gas and oil have trended up for the past several years. Anticipating an increase in prices.
508-4303-43316	GAS & OIL	2,560	3,472	3,671	4,145	5,000	3,456	1,771	6,000	20%		Golf cart rental \$12,045 yearly. Xerox (sharp) rental \$2,050 yearly.
508-4303-43465	RENT OF EQUIPMENT	13,728	13,027	12,805	14,120	15,000	15,000	10,312	15,000	0%		Yellow pages \$446 yearly. Ads in the Sentinel \$80-240 each time.
508-4303-43740	PRINTING/PUBLISHING	1,626	321	-	633	1,000	1,000	742	1,000	0%		
508-4303-43770	SUBSCRIPTION & DUES	1,700	1,400	271	1,716	1,500	1,500	1,300	1,500	0%		NM state Governmental Liquor License \$1,300
508-4303-43775	TELEPHONE	1,245	8,324	8,176	8,238	1,000	1,000	804	1,000	0%		Verizon \$80/month increase extrapolated from our current position, over budget with 3 months left in the fiscal year.
508-4303-43780	UTILITIES	15,803	16,387	12,764	18,175	23,200	23,200	29,037	37,200	60%		printer paper, paper towels, TP, cleaning supplies, trash bags.
508-4303-44606	OFFICE SUPPLIES	615	-	508	438	600	600	265	600	0%		Oil, gas, diesel, fuses, chlorine, domain costs, grass seed, fertilizer, mower blades, balls, discs, sand, signage, etc.
508-4303-44607	FIELD SUPPLIES	3,136	6,993	27,839	29,205	40,000	41,544	33,000	40,000	0%		impact wrench and batteries, signage for 2 disc golf courses, teepads for disc golf course, winch.
508-4303-44613	NON CAPITAL ITEMS	5,365	974	159	6,600	5,000	5,000	4,570	6,000	20%		
508-4303-44615	SAFETY EQUIPMENT	297	-	-	-	1,000	1,000	-	800	-20%		work boots for 4 employees, \$200 each.
508-4303-46732	GENERAL LIABILITY INSURANCE	-	-	-	-	-	-	1,000	-	#DIV/0!		
508-4303-46794	GOV GRT	1,707	2,478	3,114	2,371	2,000	2,000	2,050	2,400	20%		increase based on our current position. Roughly \$196 monthly.
508-4303-47420	MAINTENANCE VEHICLE/EQUIP	7,544	14,333	307	24	2,000	2,000	1,070	2,000	0%		tires for vehicles, seat replacement, receiver hitch repair.
TOTAL OPERATING EXPENSES		66,453	78,740	69,613	85,665	101,150	101,150	88,733	117,350	16%		
CAPITAL OUTLAY												
508-4303-80810	OTHER CAPITAL EQUIPMENT - VEHICLES	9,340	-	-	-	-	-	-	-	#DIV/0!		
508-4303-80845	CAPITAL IMPROVEMENTS EQUIPMENT	-	-	-	-	-	-	-	-	#DIV/0!		
TOTAL CAPITAL OUTLAY		9,340	-	-	-	-	-	-	-	#DIV/0!		
TOTAL EXPENDITURES		179,216	224,855	222,272	256,782	294,701	294,701	255,047	322,245	9%		
		147,273	235,910	270,807	220,893	18,834	18,834	55,165	(13,695)	-173%		
Transfers IN												
	101-General				115,000	200,000			200,000			
	214-Lodger's Tax				55,000	55,000			55,000			
Grand Total					170,000	255,000			255,000			

509 MUNICIPAL AIRPORT		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	%	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bars	YTD	INTERIM	Change	
REVENUES											
509-4403-30420	GOVT GROSS RECEIPTS	5,652	4,181	12,071	6,668	6,000	6,000	-		-100%	
509-4403-34348	HANGER RENTALS	28,298	37,140	29,335	25,790	30,000	30,000	6,290		-100%	Hanger rentals collected by Tech 45
											Cortez land lease 250x12=3,000;
											Talon Septic land rent
											1,150x12=13,800; Los Arcos 150;
											Lafont 8,000;Lightning Bar A
											182x12=2,184
509-4403-34375	RENTS/ROYALTIES	1,400	1,525	1,750	3,150	2,000	2,000	17,434	27,135	1257%	
509-4403-34411	SHORT TERM HANGAR RENTAL	2,430	10,205	12,875	9,290	9,400	9,400	-		-100%	
509-4403-34414	AVIATION FUEL SALES	63,989	56,647	57,094	62,151	60,000	60,000	209		-100%	
509-4403-34415	OIL SALES	37	302	180	-	100	100	-		-100%	
509-4403-34416	JET FUEL SALES	95,369	80,364	280,562	147,239	160,000	160,000	482		-100%	
509-4403-36373	INTEREST INCOME	28	32	45	66	40	40	19	25	-38%	
509-4403-37380	MISC REV	-	-	-	25,004	-	-	-		#DIV/0!	
509-4403-38372	INSURANCE/OTHER REIMBURSEMENTS	-	19,705	4,870	-	-	14,733	14,733	-	#DIV/0!	
	TOTAL REVENUE	197,202	249,100	420,782	279,359	267,540	282,273	39,166	27,160	-90%	
TRANSFERS IN (OUT)											
509-4403-39935	IN	172,708	121,000	144,518	150,000	70,000	170,000	120,000	365,000	421%	
509-4403-49930	OUT	-	-	-	-	-	(100,000)	(50,000)	(115,000)	#DIV/0!	
	TOTAL TRANSFERS	172,708	121,000	144,518	150,000	70,000	70,000	70,000	250,000	257%	
PERSONNEL EXPENSES											
509-4403-40110	FULL TIME WAGES	81,946	76,100	59,356	58,414	-	-	2,074	-	#DIV/0!	Tech 45 is managing all payroll and
509-4403-40125	OVERTIME WAGES	1,678	2,324	3,071	4,258	-	-	354	-	#DIV/0!	HR functions
509-4403-40135	STANDBY WAGES	6,481	6,536	9,686	1,331	-	-	-	-	#DIV/0!	
509-4403-40140	DELAYED COMPENSATION	-	-	288	1,393	-	-	1,320	-	#DIV/0!	
509-4403-41205	FICA - REGULAR	5,352	5,100	4,426	4,034	-	-	232	-	#DIV/0!	
509-4403-41210	FICA - MEDICARE	1,252	1,193	1,035	943	-	-	54	-	#DIV/0!	
509-4403-41215	PERA	7,851	5,647	2,658	5,300	-	-	194	-	#DIV/0!	
509-4403-41225	HEALTH INSURANCE	15,448	10,909	3,931	1,667	-	-	2	-	#DIV/0!	
509-4403-41226	RETIREE INSURANCE	2,405	1,729	792	1,539	-	-	57	-	#DIV/0!	
509-4403-41235	UNEMPLOYMENT INS.	563	-	-	51	-	-	-	-	#DIV/0!	
509-4403-41240	WORKER'S COMP. ASSESSMENT	23	23	25	12	-	-	-	-	#DIV/0!	
509-4403-41785	WORKERS' COMP PREMIUMS	2,778	2,141	1,435	1,360	-	-	426	-	#DIV/0!	
	TOTAL PERSONNEL EXPENSES	125,777	111,701	86,703	80,302	-	-	4,714	-	#DIV/0!	

EXPENDITURES										
509-4403-34318	JET FUEL	80,679	65,785	229,776	97,174	70,000	70,000	-	-	-100%
509-4403-34319	AVIATION FUEL	62,732	49,827	47,405	64,434	50,000	50,000	-	-	-100%
509-4403-37320	CREDIT CARD PROCESSING FEES	4,982	4,220	11,748	6,970	-	-	-	-	#DIV/0!
509-4403-42620	UNIFORM/LINEN	261	810	1,324	203	-	-	-	-	#DIV/0!
509-4403-42720	TRAVEL & EDUCATION	-	350	615	525	-	-	-	-	#DIV/0!
509-4403-43316	GAS & OIL	550	554	1,433	3,949	2,000	2,000	271	-	-100%
509-4403-43403	REGULAR BUILDING MAINT	-	-	-	28,692	-	15,733	12,177	15,000	#DIV/0!
509-4403-43465	RENT OF EQUIPMENT	621	21,695	20,135	21,502	-	-	2,398	1,035	#DIV/0!
509-4403-43770	SUBSCRIPTION & DUES	1,475	1,482	1,305	1,655	-	-	1,475	1,500	#DIV/0!
509-4403-43775	TELEPHONE	6,292	5,589	5,311	5,533	5,500	5,500	4,157	6,840	24%
509-4403-43780	UTILITIES	12,557	11,820	13,406	12,557	12,000	12,000	7,074	12,000	0%
509-4403-43815	SOFTWARE LIC/SOFTWARE UPDATE	-	-	-	-	-	-	-	-	#DIV/0!
509-4403-44606	OFFICE SUPPLIES	122	235	1,447	916	-	-	-	-	#DIV/0!
509-4403-44607	FIELD SUPPLIES	1,702	3,238	1,656	5,513	4,000	4,000	-	-	-100%
509-4403-44613	NON-CAPITAL EQUIP.	18,938	100	3,920	37,001	-	-	-	-	#DIV/0!
509-4403-44615	SAFETY EQUIPMENT	-	-	-	-	-	-	-	-	#DIV/0!
509-4403-46731	PROPERTY LIABILITY INSURANCE	5,504	9,082	9,147	7,567	-	-	3,242	3,300	#DIV/0!
509-4403-46732	GENERAL LIABILITY INSURANCE	3,452	4,593	4,797	10,272	-	-	13,459	14,500	#DIV/0!
509-4403-46733	VEHICLE INSURANCE	996	486	1,552	552	-	-	564	750	#DIV/0!
509-4403-46794	GOV GRT	4,570	4,163	11,666	9,107	10,000	10,000	4,719	10,000	0%
509-4403-47420	MAINT. VEHICLE/EQUIP.	12,641	9,460	4,709	22,681	-	-	15,083	-	#DIV/0!
509-4403-48598	PROFESSIONAL SERVICES	-	15,190	37,973	53,139	180,000	180,000	201,828	233,690	30%
509-4403-48599	OTHER CONTRACTUAL SERVICE	905	-	-	-	-	-	-	-	#DIV/0!
TOTAL OPERATING EXPENSES		241,154	208,818	409,623	389,941	333,500	349,233	266,447	298,615	-10%
CAPITAL OUTLAY										
509-4403-80845	CAPITAL EQUIPMENT	-	-	-	-	-	-	-	-	#DIV/0!
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-	-	-	#DIV/0!
TOTAL EXPENDITURES		366,931	320,519	496,326	470,243	333,500	349,233	271,161	298,615	-10%
NET INCOME		2,979	49,581	68,974	(40,884)	4,040	3,040	(161,995)	(21,455)	-631%
Transfers IN										
	101-General				150,000	70,000			250,000	
	509-Airport (World Fuel Cash)				-	-			115,000	
Grand Total					150,000	70,000			365,000	

CITY OF TRUTH OR CONSEQUENCES
2024-2025 BUDGET

INTERNAL SERVICE FUND 600 FLEET MAINTENANCE		2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	4/30/2024	2024-25	COMMENTS/NOTES
		Actual	Actual	Actual	Actual	FINAL	Budget w/bare	YTD	INTERIM	
REVENUES										
600-7003-34376	SALES-OTHER	7,916	10,535	18,881	14,305	20,000	20,000	10,597	20,000	
600-7003-37374	AUCTION PROCEEDS	-	-	2,470	400	-	-	-	-	
TOTAL REVENUE		7,916	10,535	21,351	14,705	20,000	20,000	10,597	20,000	
TRANSFERS IN (OUT)										
600-7003-39935	IN	-	-	43,000	58,000	23,000	23,000	23,000	100,790	
600-7003-49930	OUT	-	-	-	-	-	-	-	-	
NET TRANSFERS		-	-	43,000	58,000	23,000	23,000	23,000	100,790	
OPERATING EXPENSES										
600-7003-42620	UNIFORMS & LINEN	-	-	1,640	-	-	-	-	-	expense in GF 1012
600-7003-43316	GAS & Oil	5,211	4,220	9,743	15,804	25,000	25,000	11,380	20,000	Bulk fluids, filters, misc shop item
600-7003-43465	RENT OF EQUIPMENT	-	-	1,340	1,342	-	-	1,623	-	Remove line item
600-7003-43815	SOFTWARE LIC/SOFTWARE UPDATE	-	-	-	-	3,000	3,000	2,940	3,000	Software for diagnostics machine
600-7003-44606	OFFICE SUPPLIES	-	1,503	1,091	897	-	-	-	-	Remove line item
600-7003-44607	FIELD SUPPLIES	-	13,990	26,381	22,528	25,000	25,000	21,983	25,000	Tools for Shop
600-7003-44613	NON-CAPITAL ITEMS	-	22,188	4,250	3,122	10,000	10,000	-	10,000	
600-7003-44615	SAFETY EQUIPMENT	-	4,314	1,064	593	-	-	-	-	Remove line item
600-7003-47420	MAINT. VEHICLE/EQUIP.	5,240	9,206	5,896	7,960	25,000	25,000	-	10,000	
TOTAL OPERATING EXPENSES		10,451	55,421	51,405	52,246	88,000	88,000	37,926	68,000	
CAPITAL OUTLAY										
600-7003-80810	OTHER CAPITAL EQUIPMENT - VEHICLES	-	-	-	-	-	-	-	-	
600-7003-80845	CAPITAL IMPROVEMENTS - EQUIPMENT	-	-	-	16,335	-	-	-	98,000	Equipment lift \$85,000& Dual AC Machine \$13,000
TOTAL CAPITAL OUTLAY		-	-	-	16,335	-	-	-	98,000	
TOTAL EXPENDITURES		10,451	55,421	51,405	68,581	88,000	88,000	37,926	166,000	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: G.3

SUBJECT: City Commission Regular Minutes, May 22, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: June 6, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

• -
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-12-24

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, MAY 22, 2024**

A. CALL TO ORDER:

The meeting was called to order by Mayor Rolf Hechler at 9:51 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Orrin Hechler, Community Services Director
Tyler Knull, Code Enforcement Officer

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation. He asked that everyone remember Vernell Trujillo who passed away recently. She was a former high school assistant principal. She worked in the school offices for many years. There are not many people in the community who haven't been touched by her service and by the things that she has done for our community. She will be missed. Please keep her and her family in your thoughts and prayers.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

City Attorney Rubin: The public hearing for final adoption of Ordinance No. 754 should have said General Obligation Bonds and the Ordinance No. should be 765 not 754. After conferring with Mr. Muirhead and Ms. Torres, I feel that we can move forward with the item because when it came before you in April, it was correctly identified as Ordinance No. 765 as the General Obligation Bonds, and the publication had the correct language and anybody who would have liked to have read the ordinance between the publication stage and today would have had the opportunity to do that at the City Clerk's Office. The packet has the correct information except for the fact that it has the incorrect ordinance number, but the body of the ordinance itself is correct, so given all of that, I believe you can keep this on the agenda.

Mayor Pro-Tem Forrister moved to approve the agenda with the correction of item F1 for Ordinance No. 765, General Obligation Bonds, as presented by Attorney Rubin. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PRESENTATIONS:

1. HSHS SkillsUSA Proclamation and Certificates.

Commissioner Mitchell presented a proclamation and certificates to the HSHS SkillsUSA team.

2. Lifesaving award presented to Sara Marta.

Sara Marta explained the series of events that took place during the Fiesta parade when she assisted Destiny Sanders who had a seizure while decorating a float for the parade.

Destiny Sanders personally thanked Ms. Marta and all those who helped her in her time of need.

Mayor Hechler presented the Lifesaving award to Ms. Marta and he also recognized Sharon Luna for calling 911.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Becca Eza, MainStreet T or C addressed the Commission with comments related to MainStreet Truth or Consequences updates:

- Cathy Mears Martin has left MainStreet as of a few weeks ago, and I am attempting to fill her shoes. I sent you all an email yesterday with more detailed updates.
- We just finished up our ecommerce trainings with the grant funded program. We had a little over \$10,000 in that grant and we put on 16 workshops geared toward business owners learning about doing their work online, so everything from Facebook to selling on marketplace; optimizing Google and making sure that their business is on Google so that people can easily find them; branding and marketing. We had 16 workshops. Half were in person and half were online. We had about 20 people take advantage of our one on one trainings that we offer. We are just wrapping up the last of that grant right now.
- We were awarded a \$5,000 grant from the New Mexico resiliency alliance that we are going to use for a project called "Show of Hands" which is basically like Shark Tank. We are going to be asking existing businesses that have an existing a new project or new businesses that want to open, to create a business plan that includes a detailed financial breakdown of how they would use the funds. We are going to have a panel of judges choose the 3-5 best plans, and then we are going to have a public session where the public can come in and vote on what they think the best plan for the community would be, which business they feel would be the most successful. The winning business will get \$5,000 toward their business plan, and we hope to raise enough money for the second place business to get about \$1,500. That is in the beginning planning stages. You will hear more about it in the fall.
- We finished up support for Fiesta this year, and we hope to take on a bigger role in supporting and planning Fiesta next year. I am working on a job description for a Fiesta Coordinator. That will be around a \$20/hour a month job. It will be part time for someone who will help with all of the logistics of things, and help us get the ball going next month.
- We are hosting our next business breakfast on July 11th at 8:00 a.m. at the Turtleback Coworking.
- We found a new home for MainStreet. I'm not going to tell you where yet because all of the paperwork hasn't been signed, and I don't want to jinx anything, but we will hopefully be moving in at the beginning of June, and it is downtown.

Ashley Galacia, Swimming Pool Manager addressed the Commission with comments related to the Swimming Pool:

- Everything is okay. Our flowrate problem at the pool is fixed. We are scheduled for our pool party for the Middle School on Friday. I am going to the Middle School before the pool party to do a presentation that they asked me to do regarding the pool rules and stuff like that.

- After I talk to staff this afternoon, there will be a post on Facebook that we will be open this weekend. We are still opening a little bit earlier than Memorial Day. I did however, have a lifeguard call me last night and quit, but I should have enough staff to cover the weekend. We are just going to do an open swim on both days. I don't know the hours yet because I want to confirm with staff that they are available to work before I announce it. There will be a post on Facebook and our website will be updated with the schedule as well.

OJ Hechler, Community Services Director addressed the Commission with comments related to:

- We were awarded a quality of life grant this last year for the Louis Armijo Sports Complex Master Plan. The public input meeting will be tomorrow, May 23rd here in the Commission Chambers. Anybody who would like to attend the meeting to provide some feedback is welcome. The areas will be the Family Park, the Ballfields, and the Rodeo Arena. I have reached out to the Little League. They will have representation, as well as the Soccer League. I have reached out to some members of the community who use the Rodeo Arena and we will have representation from them. We have some of that empty area up above where we had the BMX track. There are some discussions there. There are a lot of things we can put up there so I hope to see everybody there.

Mayor Pro-Tem Forrister: Can they also submit ideas in writing if they are not able to attend the meeting? I have had a few people reach out to me.

OJ Hechler, Community Services Director: Absolutely. I will make sure that our engineers and architects get that information.

Kathleen Sloan addressed the Commission with comments related to:

- This may be answered when H9 (South Central Solid Waste Contract) comes up on the agenda. It says that the rates are going to change based on something about the city's recent solid waste rate study, and I don't understand that since they are a completely different entity. Their revenue is separate from our revenue, so I don't understand why it is being combined or what effect their rate change would have on our solid waste rates or revenue.

E. REPORTS:

City Commission Reports:

Mayor Hechler: I am going to start my report first because we have a special guest here today. We had a great month for the city, and that culminated partly in our success that we had with the recent colonias infrastructure board, and we have a member of the board here with us today, and I thought it would be appropriate to invite her to our Commission Meeting to have her notify us of the award, and tell us a little bit about what is going on.

Rebecca Dow: Thank you, Mr. Mayor and members of the Commission, it is really good news. I think you were fully awarded your request for two different applications that were submitted. One was for \$4.4 million for the water infrastructure repairs, and also \$1.2 million for the wastewater infrastructure improvements and replacements. The Mayor wanted a little bit of background on the Colonias Infrastructure. Those are for southern New Mexico communities only that are close to the border, and there has to be a financial need. Sierra County in its entirety qualifies. So, it was really, really, exciting to see Truth or Consequences receive some of these funds. Last year, none of our applications were approved that were submitted from Sierra County, so this makes me really happy to serve on this board. We evaluate, prioritize and select the sites that get funded, so now what's left to do is go to bonding. That happens in June and I believe the funds will be available, if paperwork is submitted correctly, in October. It is really, really broad, so I hope that you will always apply. I've learned this. Some people are really good at asking, and those are the people who are awarded. It is much broader than water. It can be for water systems, waste water systems, solid waste disposal facilities, flood and drainage control, roads, and even housing infrastructure. The amount of money available has been going up based on bonding when it is good. Sometimes the legislature submits additional funding so this year it was over \$70 million, and there were over 60 applications that were reviewed and almost all of them were funded. You only get a yes if you ask, and it is always a no unless you ask. The hard work was done by the staff and thank you guys for submitting it. It makes us really happy to see you apply for the funding that is requested.

Mayor Hechler: That's \$4.4 million for water infrastructure that we received from Colonias. Add that to the \$16 million that we received earlier in the year, to another \$4.4 million that we received from the Governor and our representatives and our Senator, and then we have the WISPI 1 project which is a \$4.8 million application and a \$2.5 million grant associated with that. That brings us up to over \$30 million of water infrastructure funds that we are going to see over the next couple of years here in our community, so when I say it has been a good month, I think it has been a great month for us and we are moving forward.

Mayor Hechler reported the following:

- I am a member of the South Central Regional Transportation Planning Organization. We had a meeting last Friday. We had an item before the board. We requested \$2 million in funding for Smith Street which is from Date Street to Silver. All of the infrastructure associated with that is about a \$2 million project. It is a \$100,000 grant per say. We asked for that waiver. It looks pretty promising. We haven't received the final word yet, but it looks pretty promising that we may be awarded that as well. I am also the new chairman for that committee. I will be glad to serve in that capacity.
- At my last report we said a lot of thank you's for Fiesta and I know I thanked Destiny, but she really was the catalyst that put this all together. However, I neglected to say some thanks to our city staff, specifically Buster with streets who set up all of the barriers and took them all down. David with facilities who brought us the tables and chairs and took them all back and made sure the

bathrooms were opened and clean and functional for the entire Fiesta event. OJ for his staff and their help setting up the tents and taking them down. We had everything broke down for Fiesta that night or early Monday morning because we had a filming crew in town and they wanted everything taken care of, so it took a lot of hard work from a lot of people. I want to also thank Andy in Sanitation who brought us all of the dumpsters and things of that nature and they came back and emptied them during the middle of Fiesta. Although it is an event put on by volunteers, it truly is a city wide event and it is supported by our city staff. Thank you, Angie and Traci, for making your staff available to us. I really appreciated all of their efforts.

- We had a discussion about Lodgers Tax last week, and the break down of the money. I have a chart that breaks down exactly what the amount of the Lodgers Tax division is, and what's the city's portion, how it is formulated, and what we get. I got a response back from Rebecca Rouse from the Governor's Office. She is the infrastructure specialist that helped us with the city. I submitted her our plan earlier in the year for the \$4.4 million that we are getting from the Governor's Office. She received the plan and forwarded it to DFA and to the Environmental Department. I received an email this morning stating that there seems to be some movement and it looks like our funding is coming so that will be the first thing that we do with the \$4.4 million that is for shovel ready projects that are ready to go as soon as we get that after July. We have done everything on our end to get that done so they can support us. That will get us moving while we are waiting for the additional funding of \$16 million and \$1.6 million. We are working on moving on that as well.
- I noticed some weeds cropping up in the rocks in the area of our roundabouts so I called the contractor. They are going to pull the weeds before they leave the project. They assured me that some of the things that they did to the dirt was treat it with some sort of emulsion to retard the growth of some of those weeds. We called them a couple of months ago and asked them why they didn't put weed cloth down, and they said that they don't do that anymore, but we did try to call them on it. I am going to be very interested to see how that takes because it's very dismaying to me to have a brand new project and we already have weeds. If we don't stay on top of it, it is going to be a lot of extra work. We will try to stay on top of that and make sure that doesn't get to be a problem for us, and if it does get to be a problem for us, we need to figure out whose problem it is. Is it the city's problem or is it the highway departments problem.

Commissioner Fahl reported the following:

- The Turtleback Trail committee meets every month. We are intending to put in for the recreation trails plus funds that will come due this fall. We haven't figured out who is going to apply, but we are going to look at getting some signage for the other side of the river and wake finding signings. I will be meeting with the bureau of reclamation soon to see about the permitting process if we want to put signs in the river. I met with the Sherriff and the emergency management staff at the County and they had a really good suggestion because in an emergency

response, if people are floating on the river, the Fire Department discovered that they don't know where they are at if they are floating, so we thought about putting mile markers or whatever on the river, and the Sherriff suggested to do a coloring marker. We just have to figure out who is going to give us a permit to put them in the river. All of the entities are working towards getting easements for the location of the foot bridges and on the other side of the river. We are still moving forward.

- Quite some time ago we signed a resolution supporting the authorization to use UTV's on the state highway, and the last I heard was that we were working on it, but that was about a year ago, so maybe we can get a more detailed report at some time.
- Rolf, at the next meeting can you talk about whether or not they finished with the Geotechnical that they were going to do at the Lee Belle Johnson Center.

Mayor Hechler: I think that report is done, we just haven't received it yet. I do serve on the committee for the ATV's. There are some things in the mix that I can't discuss right now because we don't want to cause some problems until we get some answers from certain people at the state level. As soon as I am able to give you that information I will.

Commissioner Mitchell reported the following:

- We are starting up Fiesta planning again next month so anybody who is interested, please let us know. We need help. It will be our 75th annual celebration.

Commissioner Hoepfner reported the following:

- It looks like the movie is working out. It is the last week for them. I didn't have any big issues getting around and I do live in the downtown area. I didn't have to go too much out of my way. Moving forward, when we have movie people here again as guests, maybe we should look at the dates of when they require the roads to be closed because this week before memorial weekend the streets are closed in the evenings, and there are businesses here on Broadway who open up in the evenings, and they say, when the roads are closed, who comes to us. It was inconvenient for them, especially because it is Memorial Day weekend, and that is when everybody goes towards the lake, and therefore there are missed opportunities for business. I just want to make sure the roads are open on those special weekends where we get the most revenue.

Mayor Pro-Tem Forrister reported the following:

- There are some things happening this week. The kindergarten graduation is tonight at the Civic Center and then Friday night is our high school graduation and parade. Please come out and support them.
- It is also Memorial weekend so be safe and go have fun.

Commissioner Fahl: I want to give a shout out to the Electric Department for their efforts in hanging the graduation banners. It is so heartwarming to see them. It is so great that they do that for our community.

City Attorney Rubin had no reports.

City Manager Gonzales reported the following:

- The Electric Department had to make a slight change to the area where the banners are usually hung due to the movie.
- The film crew will be filming today from 7pm to 6am. Tomorrow is the last day of filming. They will be filming tomorrow from 5pm to 8pm and 6pm to 6am. There will be a stimulated gun fire. The film location crew that I have been working with, John and Ehrin, are very much appreciative of the community, and they say thank you for letting them be part of the community. We also appreciate them for coming in and letting us be a part of their Eddington community.
- After the film crew leaves, we will be bringing in a construction company to finish McAdoo Street.
- We are so thankful for the help and the funding from the state after all of these years. This has been going for years. I just happen to be sitting here. Thank you to all involved.

F. PUBLIC HEARINGS (5 Minute Rule Applies)

**1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 765
General Obligations Bonds.**

Chris Muirhead, Modrall Sperling: I got the cart ahead of the horse just slightly. So, there are two ways you can do the financing through the ordinance. One, you do the ordinance with all of the final terms in it and that is what the city normally does. The other way that the state statute allows is that you can do parameters and then have the mayor accept the rates later. When the schedule was initially going, the idea was going to be to do a delegation and have the mayor accept the rates. This was in conversations with Mr. Valenzuela and the Finance Authority when they'd approve it, but I think the idea was that the Finance Authority was going to approve it in April, now they are going to approve it in May, so the ordinance in my mind, was going to be turned to the delegation when in fact it is actually supposed to have the final terms so I would recommend deterring it for two weeks so that we have the final terms for you at that time. The Finance Authority Board approves it next week, and then we can set interest rates in two weeks and then come back to you with the final ordinance at that time. I apologize for the confusion, but the good news is that you don't have to worry about this today. It will only affect closing for two weeks and you will have the money at the beginning of July for your projects.

Mayor Hechler opened the public hearing and called for anyone to speak on the public hearing topic. He then closed the public hearing as there were no participants.

Mayor Pro-Tem Forrister moved to table the final adoption of Ordinance No. 765 General Obligations Bonds until the next meeting on June 12th. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Public Hearing/Public Input: Review and Discuss Infrastructure Capital Improvement Projects for the City of Truth or Consequences.

Assistant City Manager Alvarez: The purpose of this public hearing is to receive public input for the Infrastructure Capital Improvement Plan. On Facebook we requested public input, and we put informational flyers out in our various departments. We will compile all of the comments that we do receive. We are receiving some on Facebook. I will bring all of that stuff to you. It won't come back to the Commission until June 26th, so there is plenty of time for some public input for your review and ranking. So far, I haven't received any emails or phone calls regarding any public input. Just some Facebook comments, and we will start gathering all of those.

Public Input:

Kathleen Sloan: I wish that city staff had gone over the Water and Wastewater Asset Management Plans and combined them with road improvements somewhere on the ICIP. I ask that something like that be presented to the public, and that we hold another public hearing since the public does not have enough information to weigh in on the ICIP. I ask that the \$16 million from the Water Trust Board can also be combined if possible, with the water, wastewater and road replacement in priority, and that be presented to the public. We had two engineering reports on the Cantrell Dam, but the final decision that the City Commission made was not made in public. I think they said that the options were essentially to fix Cantrell Dam, but it didn't hold back enough water to make it worth it, and that would have been either \$5 million or \$6 million. The engineer said that the better thing to do would be to increase the arroyo drainage capacity, so I am wondering which it is. I know that was on last years ICIP. I don't know if it is going to be on this years. The vacuum system replacement that has been on the books with the city since 2019. I ask that you replace that vacuum system with a lift station as soon as possible, and you make that a priority. I ask that you replace the headworks at the sewer plant. The headworks that strain the big stuff out has been broken since the 2020 July flood so I ask that you also make that a priority. What happened to that we paid \$100,000 for a drainage plan. Comments were submitted last October, and we haven't heard the results of that or what we are going to do. I'd like an update report on the drainage plan.

Mayor Hechler: One thing that we requested for the Wastewater Treatment Plant was the construction of the Bar Screen which is a 23ft x 16ft monstrosity that goes into the treatment plant itself. I think that is what you were referring to. We asked for funding from the Colonias Infrastructure Board. We received \$305,000 which will be enough for design and engineering. There is an off chance that we may get fully funded for that.

Several of the entities at the Water Trust Board did not have a complete audit, and as a result they were not funded. You can see it in our packet under the mayor's report. If that doesn't come through for some of those entities, we are hoping that we will get the additional funding that we want for that Bar Screen, so that might happen, but it wouldn't happen until September until they were told.

Assistant City Manager Alvarez: This is in reference to the drainage plan. If you recall, a couple of meetings ago I had a proposal in to the Commission with some questions that they had concerning the draft PowerPoint that was presented. The Commission is reviewing what they want to do, and I am just waiting for comments and information back from the Commission to proceed with bringing that back.

Mayor Pro-Tem Forrister: I noticed that we still have police vehicles on there. Is that something that we are going to continue to always leave on there?

Assistant City Manager Alvarez: Yes.

Mayor Hechler: As we are preparing for our infrastructure meeting that's coming down the road, there are a couple of things that I would like for you guys to think about as you are going to make your recommendations down the road. One of them have to do with water/wastewater, and I'm talking about the vacuum systems at Riverside and 3rd Street. I met several times with our water/wastewater manager and that seems to be a pressing issue for our community. I'd like to consider that as one of our major things that we need to deal with. We want to continue with our water line issues. We've had some success this year with funding. That's going to keep us busy for a couple of years, but it's still a priority for our community, so that's going to be up there, and we've got to look at that strongly. Tomorrow night we get an opportunity to talk about Louis Armijo Park and what we see at that park. I used Ralph Edwards Park as a template about what can be achieved if we get involved, and that's why we want community involvement tomorrow night for the Louis Armijo Park because think about how that park is going to look 5 years from now if we have a strong effort in that regard. Also think about a recreation center/swimming pool. That's still something that we need to try to do for our community down the road. It's a different funding of sorts so there might be money out there that's available. We will have to be able to look for it, but I would like for us to consider that. We need a new police station, and we need to figure out what we want to do with the police station. We need to figure out if we want to build one, or if we have facilities somewhere that we can move to. That's got to be a priority for us down the road. The downtown drainage improvements are also going to be important for us, and we need to consider those things. That's been an issue for many years, and we never seem to think about it until it rains, and that's all we hear about for the next two weeks. We've got to deal with that down the road somewhere. I would also like to look at the effluent processing for better efficiency. That would really save a lot of maintenance at the golf course and at other facilities that we use effluent water for. That would be a main thing that I would want to consider. That is just food for thought. It's just my thoughts on some of the things I think that we need to concentrate on, so if you guys

would think about some of those things when we have a chance to discuss it, we can deal with those.

No action was taken.

Mayor Pro-Tem Forrister made a motion to move item H9 below item H1 so our guests can leave. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 48 23/24 Approval of Audit Results for 2022-2023.

Chris Garner, Pattillo, Brown, & Hill, LLP: Back on December 13th the Mayor and the Mayor Pro-Tem were at the exit conference that we had going over the audit process. The audit was held hostage because of a component unit for quite some time.

He then reviewed a slide of the audit results. *(Complete copy attached hereto and made a part hereof)*. He also explained that we were late for two years in a row because of the Housing Authority. We didn't have that finding last year. He is unsure why they made it a finding this year. That finding was out of the city's control.

Mayor Pro-Tem Forrister: Are there any options we have to get the Housing Authority to get their audit done in time? Are our hands tied?

City Manager Gonzales: We can nag at them. I am already in the process of that.

Chris Garner, Pattillo, Brown, & Hill, LLP: Their audit is actually due two weeks prior to yours, so that there is plenty of time for them to be completed and incorporated into ours.

Commissioner Fahl: Aren't they governed by a board? We should have the members on the board require their staff to get their audit done on time.

City Manager Gonzales: Kimberly and I chatted about a very amicable separation between the City and the Housing Authority. We've been told that we can't, but I am looking into it further.

Chris Garner, Pattillo, Brown, & Hill, LLP: They are a component unit because we have an influence on appointing a board member for them. Our standards that we have to follow because we have that requirement, it has to be included in your audit. If we could somehow remove that responsibility legally, then it could go away.

Mayor Pro-Tem Forrister: That is not something that we want to do. We just want them to comply with our requirements, so we don't get findings.

Mayor Hechler: It comes to light when we have to answer the questions. The \$16 million dollars from the Water Trust Board was in jeopardy because we didn't have a clean audit, and we can't talk about the audit before the audit comes out, and so we can't defend ourselves and we can't say anything, and we were worried about it. Thank God we got some things done. There were 8 entities when I went to the Colonias Infrastructure Board meeting that weren't funded because they didn't have their audit complete. It jeopardizes your money down the road, so that's how important this is, so if we are going to go aggressively after the money that we want for our community, we have to make sure that we have good clean audit reports, and the entities that we support need to step up and support us.

Chris Garner, Pattillo, Brown, & Hill, LLP: I don't think that there is going to be any financial consequence. You just would no longer appoint a board member and that would be your only involvement, so you would no longer have a board member on their board that you appoint, and so you would move on. I don't think that you would hurt the Housing Authority in any way shape or form. I just think, as you mentioned, it did hand cuff you, and you were scared that you were going to lose that \$16 million, and you are seeing some entities that are losing that funding, and you could have been one of them, and its just not worth appointing one board member for the potential affects that they have on you, so that is why it is something that legal should look into.

City Manager Gonzales: Kimberly and I will talk about it and then we will come back to you.

Mayor Pro-Tem Forrister moved to approve Resolution No. 48 23/24 Approval of Audit Results for 2022-2023. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. NEW BUSINESS:

1. Discussion/Action: Approval of Audit Contract FY 2023-24.

City Manager Gonzales: As we just heard, we are mandated by state law that we go through the audit process. There are only so many audit firms that are approved by the State Auditor's Office. The State Auditor's Office makes it very simple. You do two 3 year terms with the auditor. Patillo, Brown and Hill, LLP has been doing the audit, so what we are asking is for you to approve the audit contract for this year that we are in right now, FY 23/24 which started in July, and it will end June 30th. They will come in and start their audit process in June.

Commissioner Fahl moved to approve the Audit Contract FY 2023-24 with Patillo, Brown and Hill, LLP for FY 23/24. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Item H9 was moved after item H1.

H9.Discussion/Action: Contract between the City of Truth or Consequences and the South-Central Solid Waste Authority.

Patrick Peck, South-Central Solid Waste Authority Executive Director: We are here today to move forward with the contract between the South-Central Solid Waste Authority and the City of Truth or Consequences for the transportation and disposal of solid waste. We have been providing the service for close to a decade. We have a very good relationship with you. This is a government-to-government contract. I've worked with your attorney on the contract. We basically used the same template as before. This is a perpetual contract, but it also has a very favorable termination clause, so if you want to go a different direction you would just have to give us a 6-month notice. To address the public comment regarding the rates, the fees that we charge for our services are expensed to the City of Truth or Consequences. That expense was analyzed by NewGen Solutions. They contacted me on that when we were talking about the contract. I use NewGen for our waste studies and everything else, so I said of course, if that's what the price will be then we will honor those prices, and we won't change your rates or anything like that. This is all a part of that process.

Mayor Pro-Tem Forrister made a motion to approve the contract between the City of Truth or Consequences and the South-Central Solid Waste Authority. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Sierra County Swim Team Agreement for the 2024 season.

OJ Hechler, Community Services Director: This is your 2024 Sierra County Swim Team Agreement. It's the same as the previous couple of years. The only changes we added were organized swim lessons will be conducted after the swim team, which we discussed in a meeting. This year I didn't put in an end date to the contract because I wasn't quite sure where we were going to be on that. The start date will be Memorial Day, so the idea is for Destiny and Ashley to be able to work out the times. We discussed it in the meeting. The Swim Team will be allowed to use the swimming pool at a reduced cost at \$910, and in consideration of that they will provide exercise, swim competitions, and organized swim lessons after the swim season. The team will be fully developed with certified junior lifeguards, and the swim team will participate and represent the city at competitive meets throughout the state.

Commissioner Fahl made a motion to approve the Sierra County Swim Team Agreement for the 2024 season. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Destiny Mitchell, Commissioner recused herself from the vote

Hon. Ingo Hoeppner, Commissioner voted aye

Hon. Amanda Forrister, Mayor Pro-Tem voted aye

Hon. Merry Jo Fahl, Commissioner voted aye

Hon. Rolf Hechler, Mayor voted aye

Motion carried with a 4-0 vote and 1 abstention.

3. Discussion/Update: PD Update.

City Manager Gonzales reported the following updates for the Police Department.

Calls for service:

- 434 CFS calls.
- 91 ACO calls.
- 6 SCI (CYFD) calls.
- 2 School Resource Officer calls.
- 34 follow ups.
- 0 DWI/DUI.
- 5 Code Enforcement calls.
- 88 Traffic Stops.
- 35 Citations/warnings (Including handwritten)
- 7 Arrests.

Trainings:

- Deanna and Jamie attended the Law Enforcement Coordinator's Symposium Training.
- Officer Armando Ramirez attended the Homicide Investigation & Crime Scene Management training.

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

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

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

5. Discussion/Action: Variance request at 2090 S. Broadway.

Assistant City Manager Alvarez: These variance items were heard by the Planning & Zoning Commission by public hearing. The first presentation was for the variance request for 2090 S. Broadway which are site built storage units that are being put in on the other side of Tony's restaurant. They've gone through all of their zoning and state permitting approvals as required. It is in a commercial unit. The variance is to request no façade on the metal building. That is the only thing that the applicant is requesting. That was what was presented to the Planning & Zoning Commission, and they had all items in their agenda packet. The variance request, the public hearing, the parcel map, as well as their finding of facts check list which is what you guys have in your agenda packet as well. The Planning & Zoning Commission did not discuss any of the findings of facts. They did focus on lighting, landscaping, fencing, and a security gate, none of which pertain to the variance request as presented. The Chairman did also mention that he felt that there was no financial hardship for this applicant to install the façade, and he didn't wish to set any type of precedent. At that point our Planning & Zoning Commission made a motion. I believe the original motion was to not approve, but it ended in a 2-2 tie vote. 2 voted to approve and 2 voted against it. They were not interested in having any further discussion on that and they moved on to the next item.

City Attorney Rubin: I think from a legal standpoint, one thing I am hoping the discussion will go into will be the findings of facts checklists because that is something that is mandated by our ordinances.

Mayor Pro-Tem Forrister: I was present at this meeting.

Mayor Hechler: I visited the property twice. Yesterday, and this morning, part of the slab is already done. A lot of it is already taken care of. I also looked at the neighborhood. Looking at the finding of facts, and trying to address that, and looking at what is happening there, I noted that the neighbor on one side has a 6-foot white fence already. It is in more of a commercial area than a residential area. I understand what the construction is going to be. I think it is going to be aesthetically appealing for what it is going to be, and I don't have a problem with the variance request. I think they did a thorough job in the submittal of the application and dealing with it, and I think if anything, it is going to enhance the area.

Mayor Pro-Tem Forrister: They are going to build these storage units there anyways. That's not what we get to decide. All we are making a decision on is whether or not they need to add the façade to it. He made it very clear that he is putting stuff in there that will be aesthetically pleasing because it is going to match the building that is next to it.

Commissioner Fahl: In that area a façade would actually look odd. That whole area has more commercial type buildings, so without a façade it will blend right in.

Mayor Pro-Tem Forrister: The Mayor just went through the findings of facts, and I don't see what the problem is. I don't think you can take into consideration a person's last name and tell them that it is not going to be a financial burden, and they should have to do the façade.

Commissioner Hoeppner: I think for me, we need to look at how we want to go forward in the future and take into consideration how things will make our town look. When we allow these because they match the other buildings, we have to take into consideration what beautifies our town. If everybody puts in a metal building because it is a cheaper option, then they will all come to us for a variance request. Dollar General put the façade up because it is a steel building, and I think that everybody should do the same moving forward. I want us to beautify our town and not just say oh yeah, there is a bad looking building next to it so let's just approve the variance request for the façade and not have them do anything to beautify it. That is just encouragement for the neighbor to want to beautify their property if we make them do the façade.

Mayor Pro-Tem Forrister: I don't think we're saying the neighbor's house looks bad. We are saying that it is in a commercial area.

Commissioner Fahl: I think your point is that we need to make it look better. However, we also need to take into consideration that they also have to be part of the neighborhood and not make it look odd in comparison to where you are at.

Commissioner Hoeppner: I see it more as an encouragement when businesses look at our town to move here.

Commissioner Fahl: I think it just depends on the location of where it is at.

Mayor Pro-Tem Forrister: I don't think it is going to look bad. If you go and look at the same exact storage units that are right across from Tractor Supply. They look really nice. They are nice buildings. It's going to be a nice building. We are just allowing them to not have to put fake brick on the front.

Commissioner Mitchell: Going back to revising some of these ordinances, some of these codes can be a bit outdated or can be a little too technical because you are saying, if it is a metal building it is needed. Well, what if they were wooden storage units, then we wouldn't even be talking about this. I think we are arguing semantics here at some point too. I don't think if we grant a variance for him, we are going to have to grant it for everyone. If you look at the Morgan Street stage units, they don't have a façade. I agree that we need more storage.

Mayor Pro-Tem Forrister: That is the reason for a variance, so that we can look at their plans and make sure that they are going to be esthetically pleasing. And you are right, just because we approve one, doesn't mean that we have to approve the other. We don't have to set a precedent.

Commissioner Fahl: I think it is all about the location, and about the surrounding area. The location has a lot to do with how you are going to look at that.

Mayor Hechler: Commissioner Hoeppner, have you had a chance to go by the site and look at it?

Commissioner Hoeppner: Yeah. I also know somebody who lives across from it and that is another point that I wanted to bring up. So, when it comes to public hearings, he has a full-time job. It is for a different reason with him. It isn't about the façade or how the construction itself is. The foundation was not compacted, and he was concerned about that. I feel like we have to start somewhere, and if we always say yes because it fits in the area, there will be no progress in trying to beautify that area.

Mayor Hechler: I agree with you on that aspect, but I also agree that it has to do with the location. If this was in the downtown area, then I would say that we'd have to look at it really hard, but being in the location that it is, and having similar construction in that area, and being that it is going to be aesthetically pleasing, I think that's a good reason to support it. So, for me I feel that it meets the criteria, and the variance request is okay. However, I certainly understand what you are saying. In certain circumstances I would agree with you.

Commissioner Mitchell: We also have to take into consideration that this is directly across from the flea market, and they just have tents and tables on Saturdays.

Mayor Pro-Tem Forrister moved to approve the Variance request at 2090 S. Broadway. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Ingo Hoeppner, Commissioner voted nay

Hon. Rolf Hechler, Mayor voted aye

Hon. Destiny Mitchell, Commissioner voted aye

Hon. Merry Jo Fahl, Commissioner voted aye

Hon. Amanda Forrister, Mayor Pro-Tem voted aye

Motion carried with a 4-1 vote.

6. Discussion/Action: Variance requests at 500 N. Date Street for the placement of Shipping Containers.

Assistant City Manager Alvarez: This was a double variance request. The first variance was because the applicant is requesting to put shipping containers on a commercial lot, and per our Municipal Code, the shipping container has to be with a principal building, and there will be no principal building. What they want to do is put numerous shipping containers on a commercial lot, and turn them into storage units, or use them as storage units. That is the first portion of their variance. The second portion of their variance is

the façade on those because they are also considered a metal building. The Planning & Zoning Commission were made aware of an email that had been given to them from a property owner nearby that had questions and concerns. (*email attached hereto and made a part hereof*). This was the only opposition or questions regarding any of the variances presented at the Planning & Zoning Commission meeting. They didn't discuss any of the findings of facts, once again. They focused on their flooding, the lighting, the drive access to the units, security gates, fencing, locks, landscaping, how the doors would open, security cameras, and graffiti. They discussed a few of the items in the email. However, they didn't feel any of those were of any concern, and no questions, comments, or anything was made pertaining to any type of a hardship, and they decided to approve the variances on a 3-1 vote to allow the shipping containers, and a 3-1 vote to approve no façade. These shipping containers are intended to be used as storage units. The site plan, and the location are included in your packet.

Commissioner Fahl: See, now I think this one is totally different. I am a proponent of supporting people getting shipping containers, but I have a problem with it being downtown. I just don't think that they will add to our commercial district, even if they are brand new. I don't want them to be down there, and even if they would have had a private dwelling, I probably still wouldn't want them there. Especially in that location because it is so visible there. Even if they made a façade, I am still not in favor.

Commissioner Mitchell: I moved here in 1986 and there has been nothing there since I moved here. I think there was a building there originally, but it got torn down, but there are basically stairways into nothing over there. I think it would be nice to see something there.

Assistant City Manager Alvarez: So, unlike the other request, the other storage units are site built, so they have the cement foundation, the clearing, and the landscaping that has to be done per our Municipal Code. These are shipping containers, and I would assume that they would do some type of dirt work or grating, but there are no plans at this point and time to put any type of a foundation down. These will just be taken down there and set down. If they do have plans to do that, they still have to bring that stuff to us.

Mayor Pro-Tem Forrister: This is in a commercial area, so if we deny them to put in the shipping containers, they can go and actually build site built storage units, correct?

Assistant City Manager Alvarez: Yes, correct.

Mayor Hechler: So, if you recall, a couple of meetings ago, we actually approved a shipping container to be placed at a property in that general area, but it was in support of a residence on a private lot, and it had a function other than commercial use or a shipping container, so in that regard I am for that variance. In this regard when all you do is put a bunch of boxes in an open lot and start taking care of business, I think that is a little contrary to what we want to do there. I think that would also devalue the neighborhood. For instance, there is an RV Park right behind there, and some people

go to their storage units at 6:00 in the morning and some go at 10:00 at night, so if you don't have a gate or a fence there, I think it could be a disturbance to the neighborhood. I normally try to find ways to help people if they have a variance request and we want to move forward, but I think that this would be the detriment of other landowners and other people in that area, so I just don't think that I can support it for that reason.

Commissioner Fahl: It would be nice to see something there, like Commissioner Mitchell said, but I don't know if it should be shipping containers.

Mayor Pro-Tem Forrister: I want to support businesses, and it is in a commercial zone, so if they want to make that a storage unit business, they can put in site-built storage units. Correct?

Commissioner Mitchell: So, the issue is that they are shipping containers.

Assistant City Manager Alvarez: The issue is because of our Municipal Code, they have to have a principal building to put in a shipping container, and there will not be a principal building, and they will be putting in more than one shipping container on a lot.

Mayor Pro-Tem Forrister: I get what we are saying, but what happens if they build an office, then they wouldn't have to come back to us for a shipping container?

Assistant City Manager Alvarez: They would still have to come back to us because there is going to be more than one shipping container on the lot. It would all depend on the placement. Our shipping container ordinance specifies the placement of the shipping containers on a commercial property.

Mayor Hechler: Did everyone read the minutes of the Planning & Zoning meeting? (*The Commissioners stated that they did read the minutes*). I think I read it about 3 times, and there were not any clear or concise answers of exactly what the size of these shipping containers were going to be or how many there were going to be. The drawing shows 32 8x10's but the discussion talks about something totally different. There was no discussion about the fence either. Those things should be planned ahead of time before you do all this kind of stuff. All it looks like is that somebody is going to take an empty lot and put a bunch of boxes on it and start renting them out. To me that is not a lot of effort to do something, especially in an area like that. I would like to see a little bit more of a comprehensive plan. I'm not opposed to having storage units in that area, if that's what they are going to build, but I want to see a comprehensive plan, more like the previous one that we just did.

Commissioner Fahl moved to deny the Variance requests at 500 N. Date Street for the placement of Shipping Containers. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer.

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

Motion carried with a 3-2 vote.

7. Discussion/Action: Special Use Permit -Kennel Permit Annual Renewal at 3500-3710 E. Third.

Assistant City Manager Alvarez: This is just an annual renewal. They were approved a year ago. The applicant has met all requirements. Our Code Enforcement Officer has acted as both Code Enforcement and Animal Control, and they have no issues with the renewal. The public hearing was held on May 13th through the Planning & Zoning Commission. There were no proponents or opponents, and the Planning & Zoning Commission recommended approval.

Commissioner Fahl moved to approve the Special Use Permit - Kennel Permit Annual Renewal at 3500-3710 E. Third. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Merry Jo Fahl, Commissioner
Hon. Ingo Hoeppepner, Commissioner
Hon. Rolf Hechler, Mayor
Hon. Destiny Mitchell, Commissioner
Hon. Amanda Forrister, Mayor Pro-Tem recused herself from the vote.
Motion carried with a 4-0 vote with 1 recusal.

8. Discussion/Action: Notice of Award of Engineering Agreement for the City of Truth or Consequences CDBG Project No. 22-C-NR-I-01-G-01 and Contract Approval.

Commissioner Mitchell moved to approve the Notice of Award of Engineering Agreement for the City of Truth or Consequences CDBG Project No. 22-C-NR-I-01-G-01 and Contract Approval. To Wilson & Co. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Contract between the City of Truth or Consequences and South-Central Solid Waste Authority.

Item was moved after item H2.

10. Discussion/Action: Approval of the Records Inventory List for destruction.

City Clerk Torres: Margaret from the Municipal Court has been working on the records destruction for the court records. In your packet is a list of the records she wishes to have destroyed as per the record retention schedule. If approved, we will schedule a date for destruction.

Mayor Pro-Tem Forrister made a motion to approve the Records Inventory List for destruction. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. EXECUTIVE SESSION

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

Mayor Pro-Tem Forrister made a motion to go into executive session at 12:17 p.m. to discuss Purchase, Acquisition, or Disposal of Real Property (Armory) pursuant to 10-15-1(H.8). 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 1:00 p.m.

Mayor Pro-Tem Forrister certified that only matters pertaining to Purchase, Acquisition, or Disposal of Real Property (Armory) pursuant to 10-15-1(H.8) was discussed in Executive Session and no action was taken in executive session.

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

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

No action was taken.

K. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 1:02 p.m.

Passed and Approved this 12th day of June, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



PATTILLO, BROWN & HILL, L.L.P.
Certified Public Accountants & Business Consultants



City of Truth or Consequences

2023 Audit Results

May 22, 2024

Auditor's Report on the Financial Statements

Unmodified Opinion – “Clean Opinion”

- Financial Statements are presented *fairly* in accordance with accounting principles generally accepted in the United States of America.



Other Reports

**GAGAS Report on Internal Control
Over Financial Reporting and on
Compliance and Other Matters**

Finding

**Report on Compliance for Each Major
Federal Program and Internal Control
over Compliance Required by the Uniform
Guidance**

UNMODIFIED "CLEAN" OPINION

Communication with Governing Body

Matters to Be Communicated

Difficulties Encountered in Performing the Audit

- The Council should be informed of any significant difficulties encountered in dealing with management related to the performance of the audit.

PBH's Comments

No difficulties encountered during our audit

Communication with Governing Body

Matters to Be Communicated

Significant Audit Adjustments and Unadjusted Differences Considered by Management to be Immaterial

- The Council should be informed of all significant audit adjustments arising from the audit. Consideration should be given to whether an adjustment is indicative of a significant deficiency or a material weakness in the City's internal control over financial reporting, or in its process for reporting interim financial information, that could cause future financial statements to be materially misstated. the Council should also be informed of uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

PBH's Comments

Cash to accrual adjustments

None

Communication with Governing Body

Matters to Be Communicated

Disagreements With Management

- Disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the City's financial statements, or the auditor's report.

PBH's Comments

We had no disagreement with management.

Communication with Governing Body

Matters to Be Communicated

Management's consultation with other accountants

- In some cases, management may decide to consult about auditing and accounting matters, If management has consulted with other accountants about an auditing and accounting matter that involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts.

PBH's Comments

We are not aware of any significant accounting or auditing matters for which management consulted with other accountants.

Current Year Findings

- **2023-001 Cash Disbursement – PO issued after invoice**
- **2023-002 Audit Report Submission**

Resolved Prior Year Findings

- **2022-001 Procurement - Spent \$192,000 with vendor without going out to bid.**



PATTILLO, BROWN & HILL, L.L.P.
Certified Public Accountants & Business Consultants

Thank you!



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: G.4

SUBJECT: City Commission Workshop Minutes, May 22, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: June 6, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

• -
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-12-24

CITY COMMISSION/ADVISORY BOARD WORKSHOP MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, MAY 22, 2024

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Angela A. Torres, City Clerk-Treasurer
Jay Rubin, City Attorney
Robert McGuire, Airport Advisory Board Member
Jeff Dornbusch, Public Utility/Impact Advisory Board Vice-Chairman
Gil Avelar, Public Utility/Impact Advisory Board Member
Chris Sisney, Planning & Zoning Commission Chairman
Esther Luchini, Planning & Zoning Commission Member

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

C. WORKSHOP:

1. Workshop/Discussion/Action: Advisory Board Ordinance Revisions.

Mayor Hechler explained that the purpose of the workshop is to discuss the compilation of Public Utility/Impact Advisory Board, Airport Advisory Board and the Planning & Zoning Commission. He explained that we have been planning this meeting for some time. We have had some issues in the past regarding our various boards, and the inability sometimes to staff the boards. We are trying to add some consistency to the boards and to make things a little more effective so we decided to undertake this task of

CITY COMMISSION/ADVISORY BOARD MAY 22, 2024 WORKSHOP MINUTES

reconsolidating some of our boards and trying to do some things that will benefit our community.

The Advisory Boards explained that they feel that they do not receive sufficient information in order to make their decisions. They also feel that there needs to be more communication between the boards and city staff. They would like the city to show appreciation and accommodation to the boards, and they feel that their expertise is on the boards they currently sit on. Therefore, they feel that combining the boards would not be beneficial to the city.

The Commission indicated that they don't want to lose the few good members they have on the boards, but they are trying to change things to benefit everybody. They appreciate the board's input, and they will look into different options to resolve the issues at hand.

D. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 9:50 a.m.

Passed and Approved this 12th day of June, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: G.5

SUBJECT: Acknowledge Regular Public Arts Advisory Board Minutes, April 16, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: June 6, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Acknowledge minutes.

Attachments:

- PAB 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 6-12-24

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC ARTS ADVISORY BOARD
MINUTES
Tuesday, April 16, 2024**

REGULAR MEETING

Regular meeting of the Public Arts Advisory Board of the City of Truth or Consequences, New Mexico to be held on Tuesday, April 16, 2024 at 4:00 p.m. in the City Commission Chambers, 405 W. 3rd St, Truth or Consequences, NM 87901.

ROLL CALL:

Sid Bryan, Tourism - Chairman
Cary "Jagger" Gustin, Sierra County Arts Council – Vice-Chairman
Eduardo Alicea, Art Representative
Andy Underwood, Business Community - arrived at 4:13pm
Suzanne Carlstedt, Member

ALSO PRESENT:

Traci Alvarez – Assistant City Manager
Angela Torres – City Clerk
Luba Hoffman – Deputy Clerk

1. APPROVAL OF THE AGENDA:

- a. April 16, 2024

Member Carlstedt made a motion to approve the agenda.

Member Alicea seconded the motion.

Motion carried unanimously.

2. APPROVAL OF MINUTES:

- a. January 16, 2024

Member Carlstedt made a motion to approve the minutes.

Vice-Chairman Gustin seconded the motion.

Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC:

Visitor, Chuck Joy, asked questions about what the meeting pertains to and if this board is responsible for the landscaping/art in roundabouts and other art projects in town and where the funding comes from. The Board and Assistant City Manager Alvarez answered his questions.

4. NEW BUSINESS:

- a. Discussion/Action: Reed Rocket Sculpture Recommendation

Assistant City Manager Alvarez: Do you want me to delay this portion of the report until your other board member arrives?

Everyone agreed to delay Assistant City Manager Alvarez's presentation until Member Underwood arrives and decided to have Vice-Chairman Gustin discuss the Reed Rocket project and history.

Vice-Chairman Gustin: Explained the sculpture project and lack of engineering prior to the project. The City wouldn't accept it because it wasn't deemed safe. The artist reduced price to \$7,000 from \$12,000 due to issues. Currently in storage. The Arts Council has \$4,550 invested in it, and the City of T or C has \$2,750 invested in it. It's currently being stored in a City building. An engineer told us to cut the springs off. It's time for it to be out in the public where people can enjoy it. It's a beautiful project.

Member Carlstedt: Will the elimination of the springs take away the kinetic nature of the sculpture?

Vice-Chairman Gustin: I don't think so. The artist wanted it to be able to sway like a natural reed would sway down by the river with the wind, but the engineer said it wasn't critical. I think it depends who ends up with it and how they would treat that component of it. It's been totally paid for. Again, the City has \$2,750 in it. Arts Council has \$4,550 in it. He's been totally paid for it, and it needs to go somewhere.

Member Underwood arrived and joined the meeting.

Chairman Bryan: We're now on the Reed Rocket if you'd like to present, Traci.

Assistant City Manager Alvarez: Jagger was just saying the City paid off and purchased the Reed Rocket, so it's considered City property now. As far as the engineering, it was actually the construction and the streets division. The state would have to do the permitting who said it was going to require engineering in order for it to be installed. The artist has contacted the City. As you know, there's a small art park being built on the other side of the Police Department that's private property. They've gone through all of their planning and zoning requirements. According to the artist, they've expressed an interest in placing that sculpture there. The City cannot just hand over something to a private party. That's against our anti-donation policy. What the artist is requesting is that we place the sculpture up for sale and if the people who purchase it happen to be at the art park, they'll be able to put it up. His main goal is to see it displayed within his lifetime. I'm bringing this to the Art Board for the recommendation. Right now it's in storage. It's been in storage for a lot of years. It's been through a couple different Park Managers, so we would have to pull it out of storage to see what condition it's in. It's in an area where other things are being stored, so there's the potential that it could be damaged. We don't know until we start unloading it all. What I'm requesting is a recommendation from the Art Board on how they'd like to proceed with the Reed Rocket. If your recommendation is to potentially pull it out and put it up for sale, I'll take that recommendation to the City Commission.

Member Carlstedt: If it's put up for sale, who received the proceeds?

Assistant City Manager Alvarez: The City would receive the proceeds. It would go back to the City general funds.

Member Alicea: How much will it be for sale?

Assistant City Manager Alvarez: This is kind of a new item. Normally, if we put up property for sale, we have to get an appraisal. But, how do you appraise a piece of art, right? It's really an opinion on what it's worth or the value of it. We'd have to get our attorney's guidance on what we'd be allowed to do, so we don't violate the anti-donation policy. It would be something that instead of putting a dollar amount on, we accept offers, see what the offers come in, and then the City Commission would decide whether to accept the highest offer or not depending on the offer. Right now, it's worth nothing sitting in our storage. Many years ago when the City looked at putting it by where the Buckhorn was, before that property sold, we were looking at around \$3,000 - \$6,000 for engineering fees alone.

Chairman Bryan: Would the City be taking it out then? You would take the Reed Rockets out of storage and place them?

Assistant City Manager Alvarez: No, we wouldn't place them. We would sell them to somebody, and it would be their responsibility to go through the proper processing of engineering and state permitting to have them installed. All we would be doing is selling the Reed Rockets themselves.

Member Carlstedt: Then they could end up leaving town conceivably, right?

Assistant City Manager Alvarez: Conceivably, yes ma'am. The offer would be open to anybody, so we don't violate any type of anti-donation.

Member Carlstedt: If somebody wanted to install it in town, as I recall it had some height to it, would you anticipate that requiring variances or something?

Assistant City Manager Alvarez: They would have to go through my office at Planning & Zoning. We would take a look where they're installing them to find out what the requirements are. We've already been through that process to try to install them as they're designed to be installed right now, which requires state permitting. They would require cement foundation for stability. They would have to go through my office to install those inside city limits.

Member Alicea: Do we have a minimum starting bid offer?

Assistant City Manager Alvarez: We don't at this time. That's why I'm bringing it to the Art Board, and that's why it goes to the commission. The artist just approached us last week, so we told him we'd start the process. This is the starting process to find out if the Art Board is even interested in releasing those for sale or not. Your recommendation whether it be to approve or deny the process will go to the City Commission, and I'll update them.

Chairman Bryan: Well, I think something should be done with them if they're just being stored and taking up space year after year. They were made to be seen.

Assistant City Manager Alvarez: That artist was commissioned for a reason. I wasn't a part of that process when they were originally commissioned and who thought of the design, wanted what, and what they ended up with. The bottom line is a request was made to an artist to deliver a product, and that product was delivered. I'm sure all artists are proud of their work. It's everybody's own opinion on whether they like or don't like it. They put a lot of their heart and soul into it, and it's very sad that it's just sitting somewhere in a storage unit.

Vice-Chairman Gustin: Traci, you might touch base with Commissioner Merry Jo Fahl. Several months ago, she proposed the idea to me that they could possibly go out in Williamsburg on the medians where all that work is going on. She was going to touch base with somebody at DOT, and I can't remember the guy's name now.

Assistant City Manager Alvarez: I appreciate the recommendation, but Commissioner Fahl is one of five just like you guys are one of a full board. That's why I would take it to the Commission as a whole. It would be the Commissioner's decision on whether they want us to look at putting it up for sale or whether they want to direct us to have a commissioner follow-up and look at another avenue or something like that.

Member Underwood: The artist is agreeable to this, right?

Assistant City Manager Alvarez: The artist requested it. He came to us and requested it. He actually wanted us to sell it back to him for \$1. We told him, unfortunately, that violates the anti-donation policy, and there's a process we have to go through.

Vice-Chairman Gustin: You guys have \$2,750 in it, and we have \$4,550 in it. For the total of approximately \$7,000.

Suzanne: We being the Arts Council not this group, right?

Member Alicea: If it sold, the board has no more responsibility for it? They couldn't come to the board asking for money to install it?

Assistant City Manager Alvarez: No, you guys don't pay to install art somewhere on private property. What the artist told me is that he's wanting to give it to the people on their own private property art park and have them install it. They are contractors, so they're very well aware of CID, permitting, and engineering. I don't foresee any issues with them going through the proper processes. They do for other building items. It wouldn't be something the City would be paying for. It would be at their expense.

Member Alicea: We don't have any more responsibility if something comes up any problem or accident, we're free of all that?

Assistant City Manager Alvarez: We're free of it. It becomes private property.

Member Carlstedt: I would want some kind of provision so that it doesn't just sell for like scrap metal value or something. I don't know how you'd set a minimum bid.

Assistant City Manager Alvarez: I don't think there's a way to guarantee that. We can say we're not selling it for scrap metal. Maybe somebody comes along outside in the county, loves the piece, and wants to put it in their yard. We sell it to them, and maybe their whole intent all along is to cash it in for scrap metal. I don't think we could regulate that.

Member Underwood: The only way you could maybe prevent that is to set a minimum like \$500 or something. I think we should pursue it. Otherwise, it's going to sit in that warehouse for another 30 years. We'll keep talking about it, but we'll never do anything about it.

Assistant City Manager Alvarez: I don't know the condition of it. I think there's a concern with the way that some of the equipment was put in there from past employees who are no longer with the City. There may be a dent or two that might need to have some repair. I don't think it's beyond repair, but I think there's a couple of things that will have to be looked at. We'll have to take that into consideration when we put it up for sale. We're not going to repair the artist's work before hand.

Member Underwood: All of that would have to be if we didn't sell it, and we tried to install it.

Chairman Bryan: Could we just do a recommendation today for the City to take it out and then we all look at it? Is that alright with everybody?

Vice-Chairman Gustin: Mr. Chair, I would motion that we authorize and ask Traci to move forward with the sale of the stainless-steel art project, Reed Rocket.

Assistant City Manager Alvarez: A recommendation to the City Commission?

Chairman Bryan: Don't you think it should just be that they take it out and assess it and then we still look at it before deciding to sell it. That would alleviate the problem if someone did come in with \$500.

Vice-Chairman Gustin: So you think it should be examined first before?

Member Underwood: What difference does that make? You're selling it as is.

Assistant City Manager Alvarez: If you could make the recommendation to the Commission for us to proceed with potentially putting it up for sale, maybe we could find out what it would be worth as just scrap metal. We could have a minimum bid above that cost. Regardless of what condition it's in, at least it'll be more than scrap metal cost. Somebody's not going to pay more for it than what they're going to get.

Member Underwood: So, you would advertise it in the paper that this is going to be sold. Anybody who has concerns could voice them.

Assistant City Manager Alvarez: Pending approval through the attorney. We just have to verify that we can do it that way. I can't imagine how you would appraise a piece of art like that. I would shudder to think that I would pay more for an appraisal than what we might get for it.

Member Underwood: The goal is not to make money. The goal is to put it some place. We can't guarantee it'll go any place, but it's an attempt.

Vice-Chairman Gustin: I looked at it about 4 years ago. I can't remember why I requested to look at it, but I went with City employee Ryan Lawler who used to work with the City. It was in fine shape, against a wall stored properly and didn't appear to have any damage at all. The City does store equipment – lawn mowers, tractors and different types of equipment in that building. It was untouched and in excellent shape.

Assistant City Manager Alvarez: Since that employee moved on, we've had other turnover. During that time, the Parks Department did put a new storage unit outside the parks. There was a lot of shifting and moving around of things that were in that storage unit. Unfortunately, I don't necessarily have the same faith as you with things getting moved and pushed around.

Chairman Bryan: I like what you started out with when you said originally that you would be doing bids or having people making offers. I think it would look nice in Garcia's bar too.

Member Underwood: It's 17 feet tall.

Chairman Bryan: It's got a high ceiling.

Vice-Chairman Gustin: There are 13 pieces of varying heights. I think the tallest one is about 16 feet tall. The shortest is about 3 feet. The original intent of the artist is that they be installed in a grid, so they were all in varying different sizes. Someone could buy it and spread it out and install it however they wish.

Member Carlstedt: Wouldn't coming up with scrap metal value entail weighing the thing? How would that be accomplished?

Assistant City Manager Alvarez: I have a Solid Waste Dept. that has a scale, and we have trailers. We can potentially put them on a trailer and take them over to the scale. That would at least give us an estimate. It might not be perfectly accurate, but I think we could get an estimate. I don't think I'll have any issues requesting our Solid Waste Department do that.

Chairman Bryan: And the public will be allowed to bid?

Assistant City Manager Alvarez: If we advertise it for sale, it'll go out in the paper. We'd advertise on our social media and put flyers up in the City offices. We'd give a deadline date, just like I do with property sales that are under \$25,000, that we're accepting offers until such and such time and date. Once all offers are received, we would take it to the City Commission with all offers, and the City Commission makes a determination on what offer to accept. Normally they go with the highest.

Chairman Bryan: Is there a motion?

Vice-Chairman Gustin: Should I amend my motion then?

Assistant City Manager Alvarez: Recommendation to the City Commission to proceed with the sale of the Reed Rocket with the minimum price higher than scrap metal. Does that work?

Vice-Chairman Gustin made a motion to recommend to the City Commission to proceed with the sale of the Reed Rocket Sculpture with the minimum price higher than scrap metal.

Member Underwood seconded the motion.

Motion carried unanimously.

5. REPORTS FROM THE BOARD

Vice-Chairman Gustin: Hot Water Project - This is ongoing. The Lodger's Tax Board is holding back \$18,000 for us to do work on that. We're proceeding with it. It's been a few weeks. We did get permission from the museum to use their dedicated hot water well if we needed to. That could proceed if we can't use the original cistern in place at the project itself. We need to look at that pretty quickly because we'll lose funding with the City cycle of funding that goes back to the general fund if we don't use it. Next Step - Andy is going to contact a local well driller to look at it and see if we can replace the pump and put it back into service real easily and simply or not. There's a moratorium on drilling a new well. We originally thought we could try to drill a new well, but there's a city wide moratorium on drilling wells. Correct Traci?

Assistant City Manager Alvarez: It's a very confusing moratorium, but from what I understand, they're not issuing any new water rights. You can allocate existing rights, but they aren't issuing new.

Vice-Chairman Gustin: That was the reason for appearing before the museum board. When that project was put in there years ago, we had them put in a big pipe that runs underneath the fountain in case we ever needed to power something from that well that's in front of the museum. We checked with the State Engineer's office and their permits and filing is all correct and up to date. That board did give us permission to use that well if we should need to. We've got that plan in place.

Member Underwood: We need to be able to have petty cash or something like that to use. I was going to send a guy to look at the spring box. One guy said he'd like to see if it could be revived somehow.

Member Carlstedt: It being the well in front of the museum or the cistern?

Member Underwood: There's actually a spring box in the center of the fountain.

Vice-Chairman Gustin: The original cistern that powered it originally.

Member Underwood: It was a naturally flowing spring. The guy I talked to wanted to get in there and look at it. I don't want to pay him, so I was hoping we could figure out a way to be reimbursed.

Vice-Chairman Gustin: Talk to Tammy and issue an invoice to her.

Member Underwood: We start out by trying to revive what's there. If we can't do that, then we have to go to the museum well, open it back up, and try to revive it. It's been several years since it was actually started. Then we need to find the conduit Jagger was talking about that goes from the museum well to the spring box in the center of the plaza. Then, in theory, maybe we can hook everything up. The spring box had a pump in it and probably got electricity from the museum. We need to explore that and find out. In our original budget, we had money for electricity. There's no direct path. It's a bunch of little paths to try to get to a goal. We have to be able to write checks or reimburse people for expenses.

Vice-Chairman Gustin: That's just a matter of getting with Tammy and finding out how to turn in an invoice to her for reimbursement. It's simple.

Member Underwood: If we can do that, we can start. I was wondering if the DOT has any extra money for art at the roundabouts at the north end of town.

Assistant City Manager Alvarez: No. I only say no because they paid a very small portion of the landscape. The city kicked in the remaining amount. Over the years, that remaining amount, we ended up putting in between 700 and 900 just for the landscaping portion. That doesn't include having to re-locate our water and sewer lines. I was telling these gentlemen I have the landscape design plans that were designed by DOT's engineer that the Commission approved, that was item B or selection B, will have electrical and water in those plans. We designed that and selected that option even though it was a little more expensive with the idea in the future we could do some art. My thought has always been that I'd love to see, the one that's at Smith and New School roads, a "Welcome to the Tigers" sign or something like that. At the north end, something that says "Welcome to T or C". I think they're real basic designs, which was better than having solid cement roundabouts, which is what the DOT would have given us.

Member Underwood: At the Veteran's home, that big state project, they have money set aside for art for it. We were just kind of wondering if there's anything like that for the roundabouts from the DOT. If there isn't, there isn't.

Assistant City Manager Alvarez: I think the money the state had for Williamsburg came out of a different section of funding because it was for a bridge. Oppose to ours, which is just road improvement.

Member Underwood: Well if there ever is any state money for something like that, it would be nice if we were aware of it, so we could pursue it.

Assistant City Manager Alvarez: We talked about looking into the Clean and Beautiful Grant once the landscape and roundabouts are completed and we see the end result. Then we know how we want to beautify it from there. I think we can look at some of the Clean and Beautiful funds. We just have to talk to OJ because he's using them for his parks right now.

Vice-Chairman Gustin: Carol Plec Sculpture - That is a project of the Arts Council, and it's been fully funded and completed the process. Carol Plec was an artist who was very well-respected within our community. She was on our Board of Directors in Arts Council for a number of years. When she passed away, her estate left us money. Meanwhile, we've been collecting money. We appeared here a couple months ago and went through the proper process. The Recreation & Golf Course Advisory Board, which is where you'd take a project for approval, they all agreed to it. At that point, we took it to the City Commission. They gave it their stamp of approval. We moved forward and paid the artist a deposit to start the work. It's underway, and she anticipates about a year of construction time. At that point, we've selected a place in Healing Waters Plaza. OJ Hechler and other City officials helped us select a really nice permanent spot. It'll be wonderful. The City Commission fully approved it, so we're waiting on the construction of it. When that happens, we'll have a ceremony and invite the public to come and look at a nice sculpture that belongs to the City now.

6. REPORTS FROM STAFF

There were no staff reports.

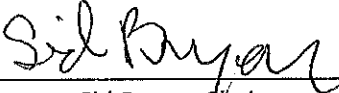
7. SET TIME, PLACE AND DATE FOR NEXT MEETING:

Clerk Torres advised the board that the next meeting is scheduled for Tuesday, July 16, 2024 at 4pm.

8. ADJOURN

Member Underwood made a motion to adjourn the meeting at 4:46pm.
Vice-Chairman Gustin seconded the motion.
Motion carried unanimously.

PASSED AND APPROVED this 4th day of June, 2024.



Sid Bryan, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: JUNE 12, 2024

Agenda Item #: G.6

SUBJECT: May 2024 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: May 31, 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 May 2024

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,450,991.97

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 6-12-2024

Accounts Payable Transfer Sheet - 2023-2024 FY
Post Date Ending: 05/02, 5/10, 5/17, 5/24, 5/31

Fund	Fund Description	Fund Totals					GRAND TOTAL TRANSFERS	Fund Numbers
		5/2/2024	5/10/2024	5/17/2024	5/24/2024	5/31/2024		
101	General	\$68,456.06	\$21,970.69	\$29,947.21	\$23,085.89	\$27,960.56	\$171,420.41	101
201	Local Government Corrections		\$1,769.00				\$1,769.00	201
209	State Fire	\$813.63	\$241.98	\$249.90	\$1,226.84	\$4,058.55	\$6,590.90	209
211	Law Enforcement Protection	\$1,608.17	\$271.22	\$427.34	\$757.28		\$3,064.01	211
214	Lodger's Tax	\$18,852.76	\$381.11	\$9,497.39	\$16,708.63	\$2,282.75	\$47,722.64	214
216	Street Renovation	\$48,389.01	\$11,040.67	\$18,205.70	\$15,896.18		\$93,531.56	216
217	Municipal Recreation						\$0.00	217
260	Fiscal Recovery Funds						\$0.00	260
294	State Library	\$3,312.00	\$5.96		\$81.85	\$300.13	\$3,699.94	294
295	Municipal Pool	\$2,321.41	\$2,846.03		\$121.60	\$1,226.63	\$6,515.67	295
296	PD-GRT Fund	\$46.00	\$1,910.00	\$746.82			\$2,702.82	296
298	PD-Donations						\$0.00	298
302	Electrical Construction						\$0.00	302
303	Veterans Memorial				\$235.73		\$235.73	303
304	SJOA - Grants				\$768.92		\$768.92	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			\$171.97	\$222.00		\$393.97	312
313	R&R-Water						\$0.00	313
314	CDBG - Grant						\$0.00	314
315	CI Reserve- Non Capital Equipment					\$3,833.77	\$3,833.77	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	\$473.75					\$473.75	360
370	Water Trust Board Projects			\$252,443.02			\$252,443.02	370
380	Community Development				\$74,792.35		\$74,792.35	380
403	Pledge State Tax	\$23,948.65	\$70.62			\$111,418.75	\$135,438.02	403
501	Cemetery				\$981.80		\$981.80	501
502	Utility Office	\$386.56	\$1,508.14	\$51.16	\$1,944.11	\$859.16	\$4,749.13	502
503	Electric Dept	\$27,110.02	\$208,631.42	\$85,731.29	\$22,273.67	\$957.67	\$344,704.07	503
504	Water Dept	\$14,269.75	\$21,974.68	\$8,534.65	\$5,530.64	\$9,462.37	\$59,772.09	504
505	Solid Waste	\$55,159.90	\$6,914.62	\$13,572.94	\$27,550.82	\$17,491.61	\$120,689.89	505
506	WasteWater	\$32,543.24	\$9,374.58	\$18,561.72	\$4,381.39	\$16,208.46	\$81,069.39	506
507	Solid Waste Landfill/Collection						\$0.00	507
508	Golf Course	\$1,416.76	\$3,828.77	\$57.13	\$3,594.03	\$2,500.08	\$11,396.77	508
509	Municipal Airport		\$20,382.86	\$185.00	\$529.42	\$124.13	\$21,221.41	509
600	Internal Service Fund		\$857.64		\$134.99	\$18.31	\$1,010.94	600
	Grand Total-Accounts Payable	\$299,107.67	\$313,979.99	\$438,383.24	\$200,818.14	\$198,702.93	\$1,450,991.97	



Truth or Consequences

AP EOM REPORT

By Fund

Payment Dates 5/1/2024 - 5/31/2024

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					
SIERRA VISTA HOSPITAL / SIER...	033124	05/02/2024	GRT DISTRIBUTION FY 23/24 ...	101-1017-48599	38,494.34
VICTORIA HARRINGTON	04272024	05/02/2024	DEPOSIT REFUND FOR 4/27/24...	101-1099-34348	300.00
TURTLEBACK PEST CONTROL, ...	100404	05/02/2024	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,074.00
MIKE TORRES DBA CD TECHN...	1024	05/02/2024	IT SERVICE GENERAL FUND OP...	101-1018-48598	8,632.82
POLICARPIO V BUSTAMANTE -...	104.24	05/02/2024	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
BANK OF AMERICA	216005	05/02/2024	MATERIALS FOR FLOATING IS...	101-1009-44607	126.91
STANTEC CONSULTING SERVI...	2224671	05/02/2024	EVALUATION & DEVELOPMEN...	101-1010-48598	4,699.38
SIERRA COUNTY SENTINEL	2319	05/02/2024	OPEN PO FOR FY 22/23 PUBLI...	101-1001-43740	346.98
FOXWORTH-GALBRAITH	2691786	05/02/2024	TREATED ABOVE GROUND 2" ...	101-1009-44607	232.38
BANK OF AMERICA	441188	05/02/2024	CLEANING SUPPLIES	101-1006-44607	64.97
GRAINGER, INC.	9086668044	05/02/2024	RIDGID DRAIN SNAKE	101-1014-44613	4,876.30
CITY UTILITIES	C-D APR 2024	05/02/2024	GENERAL FUND CYCLE C&D O...	101-1018-43780	8,707.98
WHITEHEAD TRANSPORTATI...	110917	05/10/2024	DIAG ON AC	101-1007-47420	562.48
WILSON & COMPANY, INC. E...	125555	05/10/2024	ON CALL GRANT MANAGEME...	101-1010-48598	5,965.05
COPPLER LAW FIRM, P.C.	12573, 12563, 12574	05/10/2024	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	3,776.08
AMAZON CAPITAL SERVICES, I...	1461-NQ6M-MD3C	05/10/2024	OFFICE/FIESTA SUPPLIES FOR ...	101-1007-44606	135.52
SUN VALLEY, INC.	174456, 174460, 174464, 174...	05/10/2024	OPEN PO UNSTOCKED FIELD S...	101-1009-44607	465.93
SUN VALLEY, INC.	174612-6	05/10/2024	OPEN P.O. FOR FIELD SUPPLIES...	101-1014-44607	8.83
SUN VALLEY, INC.	174667-6, 174668-6, 174842-6...	05/10/2024	OPEN P.O. FOR FIELD SUPPLIES...	101-1014-44607	655.39
AMAZON CAPITAL SERVICES, I...	1PTR-FGNY-MFK4	05/10/2024	NICHE FRONT CV AXLE BOOT K...	101-1009-44810	19.95
SIERRA COUNTY SENTINEL	2371	05/10/2024	HELP WANTED ADS - FY23-24 -...	101-1004-43740	543.59
NEW MEXICO GAS COMPANY, ..	26APR2024	05/10/2024	NM WORKFORCE CONNECTI...	101-1018-43780	96.82
NEW MEXICO GAS COMPANY, ..	26APR2024	05/10/2024	GENERAL OPEN PO FY23/24	101-1018-43780	997.47
NEW MEXICO GAS COMPANY, ..	26APR2024	05/10/2024	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	98.27
CIVICPLUS, LLC	297571	05/10/2024	ANNUAL MUNICODE ADMIN ...	101-1001-43740	275.00
DSI TECHNOLOGIES LLC DBA ...	322770	05/10/2024	CITY MANAGER OFFIC SHARP ...	101-1003-43465	158.98
DSI TECHNOLOGIES LLC DBA ...	322770	05/10/2024	FINANCE OFFICE SHARP OVER...	101-1004-43465	435.49
DSI TECHNOLOGIES LLC DBA ...	322770	05/10/2024	FACILITY MANAGEMENT SHA...	101-1014-43465	17.07
TRANS UNION RISK & ALTERN...	485949-202404-01	05/10/2024	TLO SERVICES FOR 4 MONTHS...	101-1007-43815	110.00
SIERRA AUTO/CARQUEST	6016-324155	05/10/2024	TRANS COOLER	101-1007-47420	99.49
SIERRA AUTO/CARQUEST	6016-324256	05/10/2024	22" XTRACLEAR	101-1007-47420	11.27
SIERRA AUTO/CARQUEST	6016-324256	05/10/2024	26" XTRACLEAR	101-1007-47420	11.27
SIERRA AUTO/CARQUEST	6016-324256	05/10/2024	11" TRICO REAR	101-1007-47420	13.11
SIERRA AUTO/CARQUEST	6016-324305	05/10/2024	R-1234YF	101-1007-47420	38.84
SIERRA AUTO/CARQUEST	6016-324388	05/10/2024	BATTERY 65-1	101-1007-47420	167.47
SIERRA AUTO/CARQUEST	6016-324390	05/10/2024	D2 GOVERNOR	101-1012-47420	19.98
SIERRA AUTO/CARQUEST	6016-324391	05/10/2024	HYD HOSE AND MISC CRIMPS	101-1012-47420	48.76
SIERRA AUTO/CARQUEST	6016-324537	05/10/2024	R-1234YF	101-1012-44607	38.84
SIERRA AUTO/CARQUEST	6016-324537	05/10/2024	HYDRA FITTING	101-1012-44607	11.66
SIERRA AUTO/CARQUEST	6016-324537	05/10/2024	WASHER FLUID CAP	101-1012-44607	9.44
SIERRA AUTO/CARQUEST	6016-324537	05/10/2024	DOCUMENT HOLDER	101-1012-44607	11.25
THE LIBRARY STORE	686095	05/10/2024	CLEAR BOND - WHITE BOOK R...	101-1016-44606	85.90
THE LIBRARY STORE	686095	05/10/2024	COLOR-CODING DOTS- ROLLS	101-1016-44606	46.50
THE LIBRARY STORE	686095	05/10/2024	COLOR-CODING DOTS, ROLLS -...	101-1016-44606	46.50
THE LIBRARY STORE	686095	05/10/2024	POLYESTER BOOK COVER ROL...	101-1016-44606	369.83
THE LIBRARY STORE	686095	05/10/2024	POLYESTER BOOK COVER ROL...	101-1016-44606	244.75

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THE LIBRARY STORE	686095	05/10/2024	COLOR-CODING DOTS - LAVE...	101-1016-44606	46.50
ARENAS VALLEY ANIMAL CLIN...	89026, 89275, 89585, 89680	05/10/2024	VET SERVICES	101-1006-48598	689.42
QUEST DIAGNOSTICS, INC.	9209494324	05/10/2024	SCREENING & MRO FEE FY 23-...	101-1004-48599	286.85
VERIZON WIRELESS	9962567942	05/10/2024	POLICE DEPT OPEN PO FY23/24	101-1007-43775	205.65
VERIZON WIRELESS	9962567942	05/10/2024	ANIMAL CONTROL OPEN PO F...	101-1008-43775	123.39
TALON SEPTIC & POTTY SERVI...	11511	05/10/2024	OPEN PO PORTABLE TOILET R...	101-1009-43465	1,000.00
LASTING PAWS PET MEMORIA...	LC10391-I-0050	05/10/2024	CREAMTION SERVICES	101-1006-48598	728.90
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	101-1001-41226	150.44
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	101-1003-41226	155.70
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	101-1004-41226	250.34
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	101-1006-41226	126.65
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	101-1007-41226	1,435.36
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	101-1008-41226	40.20
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	101-1009-41226	99.43
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	101-1011-41226	312.00
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	101-1012-41226	124.32
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	101-1014-41226	214.22
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	101-1016-41226	208.55
KATHLEEN TINGUELY	05/16/2024	05/17/2024	NON STERILIZATION REFUND -...	101-1099-34343	25.00
WEX BANK	05012024	05/17/2024	WEX FUEL FOR ANIMAL CONT...	101-1008-43316	105.49
WEX BANK	05012024-AC	05/17/2024	WEX FUEL FOR ANIMAL CONT...	101-1008-43316	145.97
WEX BANK	05012024-PD	05/17/2024	FUEL USAGE FOR APRIL 2024	101-1007-43316	6,197.76
T OR C SCHOOLS	05142024	05/17/2024	TRASH CLEANUP ACTIVITY	101-1009-45555	300.00
AMAZON CAPITAL SERVICES, I...	1MRH-H6PD-3G49	05/17/2024	RECEIVED DATE STAMP SELF-I...	101-1004-44606	21.23
AMAZON CAPITAL SERVICES, I...	1WRJ-KQX7-1KG4	05/17/2024	4 SAFETY GOOGLES	101-1006-44615	48.96
AMAZON CAPITAL SERVICES, I...	1WRJ-KQX7-1KG4	05/17/2024	DOG FIRST AID KIT	101-1006-44615	39.99
AMAZON CAPITAL SERVICES, I...	1WRJ-KQX7-1KG4	05/17/2024	CAT BAG	101-1006-44615	32.26
AMAZON CAPITAL SERVICES, I...	1WRJ-KQX7-1KG4	05/17/2024	DISPOSABLE FACE MASKS	101-1006-44615	29.99
AMAZON CAPITAL SERVICES, I...	1WRJ-KQX7-1KG4	05/17/2024	STETHSCOPE	101-1006-44615	24.95
O'REILLY AUTO PARTS, INC.	2162-148902	05/17/2024	CORE CHARGE	101-1007-47420	40.00
O'REILLY AUTO PARTS, INC.	2162-148902	05/17/2024	ALTERNATOR	101-1007-47420	291.95
CIVICPLUS, LLC	303931	05/17/2024	ANNUAL ONLINE CODE HOSTI...	101-1001-43740	450.00
ALARM CONTROL TECHNOLOG...	33626, 33627	05/17/2024	FIRE ALARM MONITORING OP...	101-1014-47410	53.82
BULLOCKS, INC.	3687, 7157	05/17/2024	FOOD AND DRINKS	101-1003-44606	175.19
QUILL CORPORATION	38404071	05/17/2024	HAMMERMILL COPY PLUS 8.5...	101-1016-44606	149.97
QUILL CORPORATION	38404071	05/17/2024	HAMMERMILL COPY-PLUS 8.5...	101-1016-44606	79.98
QUILL CORPORATION	38404071	05/17/2024	QUILL BRAND STANDARD 2"R...	101-1016-44606	53.05
QUILL CORPORATION	38404071	05/17/2024	HP 90X BLACK HIGH YIELD TO...	101-1016-44606	335.69
QUILL CORPORATION	38404071	05/17/2024	QUILL BRAND 8.5 X 11 COPY P...	101-1016-44606	314.95
QUILL CORPORATION	38404071	05/17/2024	BIC WITE-OUT EZ CORRECTION...	101-1016-44606	98.05
QUILL CORPORATION	38404071	05/17/2024	QUILL BRAND STANDARD 1" 3...	101-1016-44606	39.55
QUILL CORPORATION	38470308	05/17/2024	LOGITECH COMBO	101-1002-44606	49.49
PATTILLO BROWN & HILL, LLP	485085	05/17/2024	ANNUAL AUDIT FY 2022-23 G...	101-1018-48596	10,682.50
JAIME F. RUBIN, LLC	5124	05/17/2024	GRT	101-1000-43597	380.23
JAIME F. RUBIN, LLC	5124	05/17/2024	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	4,664.19
TESTON'S FREEWAY CHEVRON	5816	05/17/2024	OPEN PO FY23/24 FUEL PURC...	101-1013-43316	212.10
TESTON'S FREEWAY CHEVRON	5821	05/17/2024	OPEN PO FUEL PURCHASES FY...	101-1009-43316	486.52
KATHRYN ELLIOTT DBA CIVILT...	81	05/17/2024	GOVERNMENT RELATIONS	101-1000-43598	3,238.13
WEX BANK	96876434-FAC	05/17/2024	WEX BANK FUEL CARD OPEN P...	101-1014-43316	908.25
WEX BANK	96876434-FLT	05/17/2024	OPEN PO FOR FUEL MARCH-J...	101-1012-43316	272.00
MAINSTREET TRUTH OR CONS...	05/03-05/2024	05/22/2024	DEPOSIT REFUND MAY 3-5 20...	101-1099-34348	100.00
XEROX CORP - OLD	021234435, 021234432, 0212...	05/24/2024	CITY MANAGER XEROX EQUI...	101-1003-43465	177.74
XEROX CORP - OLD	021234435, 021234432, 0212...	05/24/2024	POLICE XEROX EQUIPMENT L...	101-1007-43465	214.20
XEROX CORP - OLD	021234435, 021234432, 0212...	05/24/2024	FLEET XEROX EQUIPMENT LEA...	101-1012-43465	64.69
TYLER TECHNOLOGIES, INC.	025-465091	05/24/2024	TRAINING - FIXED ASSETS	101-1004-42720	250.00
KRISTIE HAWKINS	05182024	05/24/2024	DEPOSIT REFUND FOR CIVIC C...	101-1099-34348	250.00
INTEGRATED TECHNOLOGIES ...	1018	05/24/2024	COURT SERVER MOVE TO PD	101-1002-48598	341.38
O'REILLY AUTO PARTS, INC.	2162-149086	05/24/2024	RESEVOIR	101-1007-47420	87.29

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'REILLY AUTO PARTS, INC.	2162-150114	05/24/2024	VAPOR CAN VLV	101-1007-47420	134.93
STANTEC CONSULTING SERVI...	2235461	05/24/2024	EVALUATION & DEVELOPMEN...	101-1010-48598	6,386.94
STANTEC CONSULTING SERVI...	2235473	05/24/2024	DEVELOPMENT REVIEW LOVES...	101-1010-48598	1,867.77
QUILL CORPORATION	38499327, 38504040, 385045...	05/24/2024	PILOT BALLPOINT PENS, FINE ...	101-1016-44606	52.89
QUILL CORPORATION	38499327, 38504040, 385045...	05/24/2024	AVERY LASER/INKJET FILE LAB...	101-1016-44606	7.64
QUILL CORPORATION	38499327, 38504040, 385045...	05/24/2024	QUILL BRAND PREMIUM ROB...	101-1016-44606	12.41
QUILL CORPORATION	38499327, 38504040, 385045...	05/24/2024	8.5" X 11" BUBBLE MAILER #2...	101-1016-44606	29.67
QUILL CORPORATION	38499327, 38504040, 385045...	05/24/2024	TICONDEROGA WOODEN PEN...	101-1016-44606	30.10
QUILL CORPORATION	38499327, 38504040, 385045...	05/24/2024	9.13" X 13.25" BUBBLE MAILE...	101-1016-44606	84.92
QUILL CORPORATION	38499327, 38504040, 385045...	05/24/2024	PILOT BALLPOINT PENS, FINE ...	101-1016-44606	48.57
QUILL CORPORATION	38499327, 38504040, 385045...	05/24/2024	SCOTCH PACKING TAPE, 1.88" ...	101-1016-44606	57.58
QUILL CORPORATION	38605688, 38602031, 385862...	05/24/2024	CLERK'S OFFICE SUPPLY ORDER	101-1001-44606	290.88
NU-WAY LAUNDRY & CLEANE...	39337	05/24/2024	NU-WAY CARPET SERVICES O...	101-1014-44607	98.10
XEROX CORP.	5733804	05/24/2024	CLERKS OFFICE OPEN PO FY23...	101-1001-43465	299.97
XEROX CORP.	5733804	05/24/2024	CITY MANAGER OPEN PO FY2...	101-1003-43465	284.97
XEROX CORP.	5733804	05/24/2024	FINANCE OFFICE OPEN PO FY...	101-1004-43465	520.01
XEROX CORP.	5733804	05/24/2024	POLICE DEPT OPEN PO FY23/24	101-1007-43465	614.94
XEROX CORP.	5733804	05/24/2024	PARKS DEPT OPEN PO FY23/24	101-1009-43465	202.48
XEROX CORP.	5733804	05/24/2024	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	37.50
GRAINGER, INC.	9110149862	05/24/2024	THERMOPILE FOR WATER HE...	101-1014-43403	91.87
CITY UTILITIES	A-B MAY 2024	05/24/2024	GENERAL FUND CYCLE A&B O...	101-1018-43780	4,051.20
eCIVIS, INC.	INV122013	05/24/2024	ANNUAL RENEWAL/SUBSCRIB...	101-1010-43770	3,100.00
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	101-1001-41226	154.87
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	101-1003-41226	167.24
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	101-1004-41226	250.34
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	101-1006-41226	126.65
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	101-1007-41226	1,410.92
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	101-1008-41226	40.20
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	101-1009-41226	102.44
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	101-1011-41226	319.51
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	101-1012-41226	124.32
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	101-1014-41226	214.22
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	101-1016-41226	208.55
REBECCA JORDAN	05/29/2024	05/31/2024	NON-STERILIZATION DEPOSIT ...	101-1099-34343	25.00
TDS	051824	05/31/2024	GENERAL OPEN PO FY 22/23	101-1018-43780	3,727.23
TURTLEBACK PEST CONTROL, ...	100994	05/31/2024	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,070.28
POLICARPIO V BUSTAMANTE -...	105.24	05/31/2024	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
WILSON & COMPANY, INC. E...	126246	05/31/2024	ON CALL GRANT MANAGEME...	101-1010-48598	5,523.07
AMAZON CAPITAL SERVICES, I...	1F7W-MJ1X-PVLL, 11PQ-37PD...	05/31/2024	DOG COOLING MAT	101-1006-44615	28.99
AMAZON CAPITAL SERVICES, I...	1F7W-MJ1X-PVLL, 11PQ-37PD...	05/31/2024	DOG COOLING BANDANA	101-1006-44615	14.99
AMAZON CAPITAL SERVICES, I...	1F7W-MJ1X-PVLL, 11PQ-37PD...	05/31/2024	SAFETY BOOTS	101-1006-44615	231.00
AMAZON CAPITAL SERVICES, I...	1F7W-MJ1X-PVLL, 11PQ-37PD...	05/31/2024	FLASHLIGHTS	101-1006-44615	22.49
BANK OF AMERICA	252-A, 253-A, 254-A	05/31/2024	HOTEL FOR VECTOR SPRAY SC...	101-1014-42310	410.19
DSI TECHNOLOGIES LLC DBA ...	325709	05/31/2024	CITY MANAGER OFFICE SHARP...	101-1003-43465	151.98
DSI TECHNOLOGIES LLC DBA ...	325709	05/31/2024	FINANCE OFFICE SHARP OVER...	101-1004-43465	260.00
DSI TECHNOLOGIES LLC DBA ...	325709	05/31/2024	POLICE DEPT SHARP OVERAGE...	101-1007-43465	34.71
DSI TECHNOLOGIES LLC DBA ...	325709	05/31/2024	FACILITY MANAGEMENT SHA...	101-1014-43465	13.29
JESSICA MULLER DBA FREED...	3788669	05/31/2024	WINDSHIELD REPAIRS FOR TH...	101-1007-47420	537.00
BANK OF AMERICA	446896	05/31/2024	CH NMS RUGGED FLX DUNGR...	101-1009-42620	299.95
ARMUJO'S CASA BONITA	45441	05/31/2024	NEW STEEL DOOR AND JAM A...	101-1014-43403	3,088.69
SILVERSKY, INC.	504745-SI	05/31/2024	OPEN PO FY23/24 GENERAL F...	101-1018-43815	1,450.32
ANGELA GONZALES	5224	05/31/2024	MILEAGE REIMBURSEMENT ...	101-1003-42305	162.44
STAPLES CONTRACT & COMM...	8073965197	05/31/2024	DYMO LABEL REFILL WHITE	101-1004-44606	27.45
VERIZON WIRELESS	9964210364	05/31/2024	CITY CLERK OPEN PO FY23/24	101-1001-43775	278.41
VERIZON WIRELESS	9964210364	05/31/2024	CITY MANAGER OPEN PO FY2...	101-1003-43775	258.29
VERIZON WIRELESS	9964210364	05/31/2024	FINANCE OPEN PO FY23/24	101-1004-43775	250.71
VERIZON WIRELESS	9964210364	05/31/2024	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	110.38
VERIZON WIRELESS	9964210364	05/31/2024	POLICE DEPT OPEN PO FY23/24	101-1007-43775	1,959.14

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9964210364	05/31/2024	ANIMAL CONTROL OPEN PO F...	101-1008-43775	126.14
VERIZON WIRELESS	9964210364	05/31/2024	PARKS DEPT OPEN PO FY23/24	101-1009-43775	145.55
VERIZON WIRELESS	9964210364	05/31/2024	COMMUNITY DEVELOPEMENT...	101-1010-43775	69.23
VERIZON WIRELESS	9964210364	05/31/2024	STREETS DEPT OPEN PO FY23/...	101-1011-43775	152.10
VERIZON WIRELESS	9964210364	05/31/2024	FLEET DEPT OPEN PO FY23/24	101-1012-43775	86.13
VERIZON WIRELESS	9964210364	05/31/2024	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	124.72
CHERRILL'S WESTERN APPAREL	999386	05/31/2024	WRANGLER SHORT SLEEVE SH...	101-1014-42620	63.00
CHERRILL'S WESTERN APPAREL	999386	05/31/2024	KEY T-SHIRTS FOR HENRY F.	101-1014-42620	90.00
CHERRILL'S WESTERN APPAREL	999386	05/31/2024	WRANGLER PANTS FOR OTTO...	101-1014-42620	162.00
CHERRILL'S WESTERN APPAREL	999386	05/31/2024	ARIAT JEANS FOR HENRY F.	101-1014-42620	330.00
CHERRILL'S WESTERN APPAREL	999386	05/31/2024	WRANGLER LONG SLEEVE SHI...	101-1014-42620	81.00
GERONIMO TRAIL SCENIC BY...	BANK-FEE	05/31/2024	RETURNED CHECK FEE REIMB...	101-1004-45555	10.79
ES OPCI LLC DBA VESERIS	IN-4550126, IN-4570138, IN-4...	05/31/2024	VECTOR CHEMICAL & REPLAC...	101-1014-44607	5,274.90
ES OPCI LLC DBA VESERIS	IN-4550126, IN-4570138, IN-4...	05/31/2024	SHIPPING	101-1014-44607	60.00
BANK OF AMERICA	Inv27902	05/31/2024	STAR 12 PROFESSIONAL REN...	101-1002-43770	349.00
Fund 101 - General Total:					171,420.41

Fund: 201 - Corrections

ADMINISTRATIVE OFFICE OF ...	04302024	05/10/2024	PAY DWI /COURT AUTO/JUD /...	201-1903-44805	9.00
SIERRA COUNTY TREASURER	05012024	05/10/2024	OPEN PO - CARE OF PRISONERS	201-1903-48710	1,760.00
Fund 201 - Corrections Total:					1,769.00

Fund: 209 - Fire

CITY UTILITIES	C-D APR 2024	05/02/2024	FIRE DEPT CYCLE C&D OPEN ...	209-1603-43780	267.64
MUNICIPAL EMERGENCY SERV...	IN2040839	05/02/2024	NEW PPE FOR T OR C VOLUNT...	209-1603-44615	545.99
NEW MEXICO GAS COMPANY, ..	26APR2024	05/10/2024	FIRE SOUTH STATION OPEN P...	209-1603-43780	91.99
NEW MEXICO GAS COMPANY, ..	26APR2024	05/10/2024	FIRE STATION OPEN PO FY23/...	209-1603-43780	95.80
MEGAHERTZ COMPUTER CON...	80301	05/10/2024	INTERNET SERVICE/NORTH FI...	209-1603-43775	54.19
TESTON'S FREEWAY CHEVRON	5823	05/17/2024	OPEN PO FOR GAS/FUEL FY 23...	209-1603-43316	249.90
WINDSTREAM CORPORATION	05152024	05/24/2024	FIRE DEPT OPEN PO FY23/24	209-1603-43775	124.91
LYNN'S LANDSCAPE	1343	05/24/2024	OPEN PO FOR MONTHLY CLE...	209-1603-47415	471.43
XEROX CORP.	5733804	05/24/2024	FIRE DEPT OPEN PO FY23/24	209-1603-43465	337.47
CITY UTILITIES	A-B MAY 2024	05/24/2024	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	293.03
WATERWAY OF NEW MEXICO,...	3576	05/31/2024	HEAT SENSORS	209-1603-47420	48.00
WATERWAY OF NEW MEXICO,...	3576	05/31/2024	TAX	209-1603-47420	299.05
WATERWAY OF NEW MEXICO,...	3576	05/31/2024	TESTING OF ALL GROUND LA...	209-1603-47420	404.25
WATERWAY OF NEW MEXICO,...	3576	05/31/2024	TESTING OF ALL FIRE HOSE	209-1603-47420	3,118.50
VERIZON WIRELESS	9964210364	05/31/2024	FIRE DEPT OPEN PO FY23/24	209-1603-43775	188.75
Fund 209 - Fire Total:					6,590.90

Fund: 211 - Law Enforce Prot

BANK OF AMERICA	67034777	05/02/2024	LODGING FOR LEADERSHIP N...	211-2003-42535	1,608.17
SIRCHIE ACQUISITION CO,LLC	0642418-IN	05/10/2024	GUN BOXES FOR EVIDENCE	211-2003-44607	136.24
NM DEPT. OF PUBLIC SAFETY ...	2024-A526	05/10/2024	ADVANCED CERTIFICATION F...	211-2003-42535	35.00
NM MUNICIPAL LEAGUE	7684	05/10/2024	REGISTRATION FOR NMACP -...	211-2003-42535	65.00
AMAZON CAPITAL SERVICES, I...	ILVN-VFRX-MCMY	05/10/2024	EVIDENCE PROCESSING SUPPL...	211-2003-44607	34.98
THE LINE, LLC	2569	05/17/2024	PATROL AND ACADEMY GEAR ...	211-2003-44573	427.34
INTERNAL SERVICE FUND	04/01/2024-04/30/2024	05/24/2024	SERVICE/MAINT FOR DEPT VE...	211-2003-47420	451.07
AMAZON CAPITAL SERVICES, I...	1TP9-6GQ1-M3FN	05/24/2024	PATROL BOOTS FOR SHANE JE...	211-2003-44573	164.95
THE LINE, LLC	2583	05/24/2024	UNIFORM ITEMS CHIEF TAVIZ...	211-2003-44573	95.40
THE LINE, LLC	2584	05/24/2024	UNIFORM ITEMS FOR OFFICERS	211-2003-44573	45.86
Fund 211 - Law Enforce Prot Total:					3,064.01

Fund: 214 - Lodgers Tax

SIERRA COUNTY ARTS COUNCIL	2691	05/02/2024	OPEN PO FOR LODGERS TAX ...	214-2560-60725	1,241.45
SIERRA COUNTY ARTS COUNCIL	4232024	05/02/2024	OPEN PO FOR LODGERS TAX ...	214-2560-60725	633.00
SIERRA COUNTY ARTS COUNCIL	42324	05/02/2024	OPEN PO FOR LODGERS TAX ...	214-2501-60725	2,000.00
MAINSTREET TRUTH OR CONS...	42324	05/02/2024	OPEN PO FOR LODGERS TAX ...	214-2503-47406	13,844.31
SIERRA COUNTY ARTS COUNCIL	423-24	05/02/2024	OPEN PO FOR LODGERS TAX ...	214-2560-60725	1,134.00
GERONIMO TRAIL SCENIC BY...	5824	05/10/2024	STATEWIDE BROCHURE DISTR...	214-2540-60725	381.11
VETERANS MEMORIAL TRUST ...	23024	05/17/2024	OPEN PO FOR LODGERS TAX ...	214-2560-60725	957.93
VETERANS MEMORIAL TRUST ...	32524	05/17/2024	OPEN PO FOR LODGERS TAX ...	214-2560-60725	352.36
GERONIMO TRAIL SCENIC BY...	5324	05/17/2024	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RUANNA WALDRUM	5624	05/17/2024	WEBSITE AND MULTI-MEDIA ...	214-2540-60725	3,936.53
SIERRA COUNTY ROCK & GEM...	5824	05/17/2024	OPEN PO FOR LODGERS TAX ...	214-2560-60725	3,783.90
SUNNY 505	2225	05/24/2024	ADVERTISING AND MARKETI...	214-2503-47406	1,456.28
MAINSTREET TRUTH OR CONS...	51324	05/24/2024	OPEN PO FOR LODGERS TAX ...	214-2503-47406	15,252.35
INTEGRATED ENVIRONMENTA...	322	05/31/2024	RENT/CAM	214-2540-43466	1,875.26
GERONIMO TRAIL SCENIC BY...	51424	05/31/2024	OPEN PO FOR LODGERS TAX ...	214-2560-60725	407.49
Fund 214 - Lodgers Tax Total:					47,722.64

Fund: 216 - Muni Street

M & M INDUSTRIES, INC	138623	05/02/2024	SMALL CYLINDER REBUILD PA...	216-4503-47420	275.01
MELLOY CHEVROLET	FC24110	05/02/2024	2024 CHEVROLET SILVERADO ...	216-4503-80810	48,114.00
GEO-TEST, INC.	101112, 100935	05/10/2024	ASPHALT/COMPACTION TEST...	216-7023-43550	1,487.92
SUN VALLEY, INC.	174730	05/10/2024	31PIECE SCREWDRIVER SET	216-4503-44607	43.98
SUN VALLEY, INC.	174730	05/10/2024	ANGLE SQUARE	216-4503-44607	26.99
SUN VALLEY, INC.	174730	05/10/2024	NUTS AND BOLTS/SELF TAPPI...	216-4503-44607	29.98
SUN VALLEY, INC.	174730	05/10/2024	100' RED CHALK SET	216-4503-44607	8.99
SUN VALLEY, INC.	174730	05/10/2024	1/2" x 200' OEPN TAPE REEL	216-4503-44607	17.79
SUN VALLEY, INC.	174730	05/10/2024	NUTS AND BOLTS/EXTERIOR ...	216-4503-44607	46.99
SUN VALLEY, INC.	174731-6	05/10/2024	SHOP VACCUUM	216-4503-44613	142.49
PAVEMENT SEALANTS & SUPP...	24157, 24154	05/10/2024	HIGH PERFORMANCE PERMA...	216-4503-43550	6,840.85
B & H OIL CO.	4302024BH	05/10/2024	RED DIESEL- OPEN PO FY 23/24	216-4503-43316	1,344.27
SIERRA AUTO/CARQUEST	6016-324255	05/10/2024	COTTER PIN	216-4503-47420	3.98
SIERRA AUTO/CARQUEST	6016-324255	05/10/2024	STEEL ROD	216-4503-47420	3.99
SIERRA AUTO/CARQUEST	6016-324533	05/10/2024	FLEX TUBING	216-4503-47420	31.20
SIERRA AUTO/CARQUEST	6016-324533	05/10/2024	BAND CLAMP	216-4503-47420	39.98
SIERRA AUTO/CARQUEST	6016-324535	05/10/2024	BEARINGS/OIL SEAL/ HUB CAP	216-4503-47420	185.47
SOUTHWEST CONSTRUCTION ...	99301	05/10/2024	CUTTING EDGE FOR 120G BL...	216-4503-47420	407.80
CHERRILL'S WESTERN APPAREL	999370	05/10/2024	PANTS	216-4503-42620	174.00
CHERRILL'S WESTERN APPAREL	999370	05/10/2024	SHIRTS	216-4503-42620	204.00
TESTON'S FREEWAY CHEVRON	5820	05/17/2024	GAS/DIESEL FUEL PURCHASES...	216-4503-43316	678.41
BARTOO SAND & GRAVEL, INC.	C55786	05/17/2024	AER	216-7023-43550	305.25
BARTOO SAND & GRAVEL, INC.	C55786	05/17/2024	Fuel and Delivery Charge	216-7023-43550	1,300.00
BARTOO SAND & GRAVEL, INC.	C55786	05/17/2024	3500 PSI CONCRETE	216-7023-43550	15,922.04
INTERNAL SERVICE FUND	04/01/2024-04/30/2024	05/24/2024	SERVICE/MAINT FOR DEPT VE...	216-4503-47420	193.98
WILSON & COMPANY, INC. E...	126106	05/24/2024	VISION ZERO SAFETY ACTION ...	216-7025-48598	15,031.45
AMAZON CAPITAL SERVICES, I...	16MW-LN6N-MH4G	05/24/2024	RETURN SHIPPING	216-4503-47420	60.00
MARLIN LEASING CORPORATI...	21242730	05/24/2024	STREET DEPT SHARP EQUIPM...	216-4503-43465	192.75
DSI TECHNOLOGIES LLC DBA ...	324794	05/24/2024	STREET DEPT SHARP OVERAGE..	216-4503-43465	12.24
LAWSON PRODUCTS, INC	9311486077	05/24/2024	ASSORTED NUTS AND BOLTS	216-4503-44607	405.76
Fund 216 - Muni Street Total:					93,531.56

Fund: 294 - State Library

BLACKSTONE AUDIO, INC	IO9934605	05/02/2024	MP6 - 7/2024 THROUGH 6/20...	294-5003-48830	1,512.00
BLACKSTONE AUDIO, INC	IO9934605	05/02/2024	CD3 - 7/2024 THROUGH 6/20...	294-5003-48830	1,800.00
DSI TECHNOLOGIES LLC DBA ...	322770	05/10/2024	LIBRARY SHARP OVERAGE OP...	294-5003-43465	5.96
XEROX CORP - OLD	021327678, 121234424	05/24/2024	XEROX OLD CONTRACT FOR LI...	294-5003-43465	54.85
XEROX CORP.	5733804	05/24/2024	LIBRARY OPEN PO FY23/24	294-5003-43465	27.00
TDS	05182024	05/31/2024	INTERNET SERVICE LIBRARY O...	294-5003-60834	99.95
DSI TECHNOLOGIES LLC DBA ...	325709	05/31/2024	LIBRARY SHARP OVERAGE OP...	294-5003-43465	32.17
VERIZON WIRELESS	9964210364	05/31/2024	LIBRARY OPEN PO FY23/24	294-5003-43775	168.01
Fund 294 - State Library Total:					3,699.94

Fund: 295 - Muni Pool

BANK OF AMERICA	041624	05/02/2024	FIRST AID MANUALS	295-4803-42720	25.90
BANK OF AMERICA	041624	05/02/2024	LIFEGUARD PARTICIPANT MA...	295-4803-42720	191.70
BANK OF AMERICA	041624	05/02/2024	LIFEGUARDING DVD SET	295-4803-42720	150.00
BANK OF AMERICA	041624	05/02/2024	PRACTICE AED	295-4803-42720	132.43
BANK OF AMERICA	041624	05/02/2024	INSTRUCTORS MANUAL	295-4803-42720	49.00
BANK OF AMERICA	041624	05/02/2024	INSTRUCTORS DECK BOOK	295-4803-42720	35.00
CITY UTILITIES	C-D APR 2024	05/02/2024	POOL CYCLE C&D OPEN PO F...	295-4803-43780	1,737.38
NEW MEXICO GAS COMPANY, ..	26APR2024	05/10/2024	SWIMMING POOL OPEN PO F...	295-4803-43780	2,805.93
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	295-4803-41226	40.10

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ASHLEY GALICIA	052224	05/24/2024	PETTY CASH DRAWER FUNDS ...	295-4803-12109	50.00
XEROX CORP.	5733804	05/24/2024	POOL OPEN PO FY23/24	295-4803-43465	31.50
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	295-4803-41226	40.10
BANK OF AMERICA	052124	05/31/2024	USE OF FACILITY POOL FOR LI...	295-4803-42720	100.00
AMERICAN RED CROSS	052924	05/31/2024	LIFEGUARD CERTIFICATIONS	295-4803-42720	276.00
VERIZON WIRELESS	9964210364	05/31/2024	POOL OPEN PO FY23/24	295-4803-43775	109.85
BANK OF AMERICA	SAL35867	05/31/2024	SAND FOR FILTERS	295-4803-44607	740.78
Fund 295 - Muni Pool Total:					6,515.67
Fund: 296 - PD GRT					
BANK OF AMERICA	04022024	05/02/2024	FINGERPRINT BACKGROUND ...	296-2403-48598	46.00
BRANDON M GIGANTE	05062024	05/10/2024	INTERNAL AFFAIRS INVESTIGA...	296-2403-48598	1,910.00
PUBLIC SAFETY PSYCHOLOGIC...	075-035	05/17/2024	PRE-ACADEMY MEDICAL EVA...	296-2403-48598	746.82
Fund 296 - PD GRT Total:					2,702.82
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	05152024	05/24/2024	VETERANS WALL OPEN PO FY...	303-4703-43775	235.73
Fund 303 - Vet Wall Total:					235.73
Fund: 304 - Senior Grants					
MPG SERVICES, LLC	7709	05/24/2024	CAST IRON PIPE REPLACEMENT	304-4903-43403	768.92
Fund 304 - Senior Grants Total:					768.92
Fund: 312 - R&R Airport					
AMAZON CAPITAL SERVICES, I...	163R-QQLJ-L3NV	05/17/2024	BATTERY	312-7028-44607	171.97
AMAZON CAPITAL SERVICES, I...	1FKN-PR9K-HX9T	05/24/2024	CORDLESS PUMP	312-7028-44607	222.00
Fund 312 - R&R Airport Total:					393.97
Fund: 315 - CI Reserve					
ADVANCED NETWORK MANA...	BD0065846	05/31/2024	MERAKI MR36WFI/LICENSE 5...	315-8001-80845	3,833.77
Fund 315 - CI Reserve Total:					3,833.77
Fund: 360 - NMFA PROJECTS					
WILSON & COMPANY, INC. E...	125470	05/02/2024	ENG SERVICES ROADWAY IMP...	360-7009-80847	473.75
Fund 360 - NMFA PROJECTS Total:					473.75
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY, INC. E...	125888	05/17/2024	PROFESSIONAL SERVICES BOO...	370-7008-48598	10,594.45
SMITHCO CONSTRUCTION INC.	PAY APP 3	05/17/2024	MORGAN STREET BOOSTER I...	370-7008-47415	241,848.57
Fund 370 - WATER TRUST BOARD PROJECTS Total:					252,443.02
Fund: 380 - OTHER STATE FUNDED PROJECTS					
SMITHCO CONSTRUCTION INC.	PAY APP 7	05/24/2024	WA SYSTEM IMPROVEMENTS...	380-7002-80860	74,792.35
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					74,792.35
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTH...	05012024	05/02/2024	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	05012024	05/02/2024	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.75
NEW MEXICO FINANCE AUTH...	05012024	05/02/2024	NMFA LOAN PYMT PPRF 5652	403-1203-12952	15,659.32
NEW MEXICO FINANCE AUTH...	043024	05/10/2024	INTEREST & ADMIN FEES FOR ...	403-1203-90925	70.62
CAPITAL ONE PUBLIC FUNDING	0012897944	05/31/2024	CAPITAL ONE LOAN PMT PRIN...	403-1203-90905	105,000.00
CAPITAL ONE PUBLIC FUNDING	0012897944	05/31/2024	CAPITAL ONE LOAN PMT INTE...	403-1203-90910	6,418.75
Fund 403 - Pledge State Total:					135,438.02
Fund: 501 - Cemetary					
CITY UTILITIES	A-B MAY 2024	05/24/2024	CEMETARY CYCLE A&B OPEN ...	501-1803-43780	981.80
Fund 501 - Cemetary Total:					981.80
Fund: 502 - Util Office - Pool					
CITY UTILITIES	C-D APR 2024	05/02/2024	UTILITY BILLING OFFICE CYCLE...	502-3601-43780	386.56
AMAZON CAPITAL SERVICES, I...	1K3K-GYMC-KPC3	05/10/2024	DESK FOR UTILITY OFFICE	502-3601-47420	1,290.05
PITNEY BOWES INC.	800-9090-0951-4238	05/10/2024	REMAINING BALANCE ON PO	502-3601-43465	30.00
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	502-3601-41226	188.09
TESTON'S FREEWAY CHEVRON	5819	05/17/2024	UTILITY OFFICE GAS/OIL OPEN...	502-3601-43316	51.16
XEROX CORP - OLD	021234435, 021234432, 0212...	05/24/2024	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	477.96
PITNEY BOWES INC.	1025347342	05/24/2024	UTILITY OFFICE SUPPLIES	502-3601-44606	125.32
PITNEY BOWES INC.	3319105998	05/24/2024	REMAINING BALANCE ON PO	502-3601-43465	683.04
XEROX CORP.	5733804	05/24/2024	UTILITY BILLING OPEN PO FY2...	502-3601-43465	464.97

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	502-3601-41226	192.82
STAPLES CONTRACT & COMM...	8073961183	05/31/2024	UTILITY OFFICE SUPPLIES	502-3601-44606	667.40
VERIZON WIRELESS	9964210364	05/31/2024	UTILITY BILLING OPEN PO FY2...	502-3601-43775	191.76
Fund 502 - Util Office - Pool Total:					4,749.13
Fund: 503 - Electric					
BANK OF AMERICA	04242024	05/02/2024	FIELD SUPPLIES- ELECTRIC	503-3702-44607	64.32
MARTO ENERGY	042924-01	05/02/2024	POLE REPACEMENT NORTH OF..	503-3702-47415	18,423.75
MIKE TORRES DBA CD TECHN...	1024	05/02/2024	IT SERVICE ELECTRIC DEPT OP...	503-3702-48598	664.07
WESTERN UNITED ELECTRIC	6111985	05/02/2024	ELECTRIC DEPT SUPPLIES	503-3702-44615	2,316.92
WESTERN UNITED ELECTRIC	6113053	05/02/2024	CLAMP WEDGE SOL B1 1/0-4	503-3702-44607	253.00
WESTERN UNITED ELECTRIC	6113053	05/02/2024	INSULTATED FIBRE STRAND 1...	503-3702-44607	406.80
CITY UTILITIES	C-D APR 2024	05/02/2024	ELECTRIC DEPT CYCLE C&D O...	503-3702-43780	4,981.16
TRIPLE H SOLAR, LLC	0368	05/10/2024	ENGINEERING SERVICES- OPEN...	503-3702-48598	4,560.00
SIERRA ELECTRIC CO-OP, INC.	05022024, 05082024	05/10/2024	MIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	564.88
SIERRA ELECTRIC CO-OP, INC.	05022024, 05082024	05/10/2024	POWER SERVICES-OPEN PO FY...	503-3702-50795	173,281.42
NEW MEXICO GAS COMPANY, ..	26APR2024	05/10/2024	ELECTRIC DEPT OPEN PO FY23...	503-3702-43780	45.28
DSI TECHNOLOGIES LLC DBA ...	322770	05/10/2024	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	19.14
JESSICA MULLER DBA FREED...	3713339	05/10/2024	WINDOW TINT- 00931-G,075...	503-3702-47420	590.00
ALTEC INDUSTRIES, INC	51401371, 51398967, 513989...	05/10/2024	ANNUAL TRUCK INSPECTIONS	503-3702-47420	7,484.97
ALTEC INDUSTRIES, INC	51426800	05/10/2024	MAINTENANCE REPAIRS, G-78...	503-3702-47420	5,501.98
SIERRA AUTO/CARQUEST	6016-324157	05/10/2024	KEY FOB BATTERY	503-3702-47420	5.49
WESTERN UNITED ELECTRIC	6111285, 6113062	05/10/2024	4 SD BARE CU	503-3702-44607	944.00
WESTERN UNITED ELECTRIC	6111285, 6113062	05/10/2024	PUPF FIBERGLASS ALLEY ARM ...	503-3702-44607	1,157.50
WESTERN UNITED ELECTRIC	6113674	05/10/2024	8-80111-200DOE 75 KVA 1PH ...	503-3702-44607	10,514.28
WESTERN UNITED ELECTRIC	6113675	05/10/2024	GROUND ROD 5/8X8	503-3702-44607	500.20
WESTERN UNITED ELECTRIC	6113675	05/10/2024	CLEVIS SEC J10	503-3702-44607	364.80
WESTERN UNITED ELECTRIC	6113675	05/10/2024	CONDUIT IMC 2 W/COUPLING...	503-3702-44607	373.50
WESTERN UNITED ELECTRIC	6113675	05/10/2024	GRIP GUY DE 3/8	503-3702-44607	182.50
WESTERN UNITED ELECTRIC	6113675	05/10/2024	CLAMP GROUND ROD 5/8	503-3702-44607	226.00
WESTERN UNITED ELECTRIC	6113675	05/10/2024	INSULATOR SPOOL 3" GRAY	503-3702-44607	319.68
LANDIS+GYR TECHNOLOGY, I...	90393405	05/10/2024	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,400.00
CHERRILL'S WESTERN APPAREL	999372	05/10/2024	JEANS- BO EASLEY	503-3702-42620	192.00
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	503-3702-41226	403.80
TRI-STATE GENERATION & TR...	304621	05/17/2024	POWER SERVICE- OPEN PO FY...	503-3702-50795	34,445.61
PATTILLO BROWN & HILL, LLP	485085	05/17/2024	ANNUAL AUDIT FY 22-23 ELEC...	503-3702-48596	6,477.50
TESTON'S FREEWAY CHEVRON	5825	05/17/2024	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	1,367.89
VERIZON WIRELESS	9963216832	05/17/2024	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	53.59
WESTERN AREA POWER ADM...	JIPB1798A0424	05/17/2024	BASE DEMAND & BASE ENER...	503-3702-50795	43,386.70
XEROX CORP - OLD	021234435, 021234432, 0212...	05/24/2024	ELECTRIC XEROX EQUIPMENT ...	503-3702-43465	94.81
AMAZON CAPITAL SERVICES, I...	1PG7G-4X4F-HDKW	05/24/2024	OFFICE SUPPLIES	503-3702-44606	21.48
AMAZON CAPITAL SERVICES, I...	1PG7G-4X4F-HDKW	05/24/2024	CABINET	503-3702-44613	426.98
AMAZON CAPITAL SERVICES, I...	1PG7G-4X4F-HDKW	05/24/2024	SAFETY SUPPLIES	503-3702-44615	29.50
JESSICA MULLER DBA FREED...	3747555	05/24/2024	WINDOW TINT- UNITS 51907,...	503-3702-47420	860.00
QUILL CORPORATION	38649181, 38667938, 386483...	05/24/2024	OFFICE SUPPLIES- ELECTRIC	503-3702-44606	831.46
XEROX CORP.	5733804	05/24/2024	ELECTRIC DEPT OPEN PO FY23...	503-3702-43465	134.99
WESTERN UNITED ELECTRIC	6113676	05/24/2024	POLE TOP IN 1"	503-3702-44607	231.00
WESTERN UNITED ELECTRIC	6115100	05/24/2024	1-50211-102DABQ 25KVA CSP...	503-3702-44607	9,977.16
WESTERN UNITED ELECTRIC	6115100	05/24/2024	7790B-SSS PHOTOCELL	503-3702-44607	742.00
WESTERN UNITED ELECTRIC	6115100	05/24/2024	DG-4545 2/O GRIP	503-3702-44607	759.00
WESTERN UNITED ELECTRIC	6115100	05/24/2024	DS15M DE INSULATOR	503-3702-44607	345.24
WESTERN UNITED ELECTRIC	6115100	05/24/2024	RA-6018 CROSS ARM BRACE	503-3702-44607	337.00
WESTERN UNITED ELECTRIC	6115100	05/24/2024	J1075 FLAT WASHER	503-3702-44607	166.00
WESTERN UNITED ELECTRIC	6115272	05/24/2024	CONN 2/O	503-3702-44607	111.25
PROJECT GRAPHICS, INC	8969	05/24/2024	BANNER BRACKETS- ELECTRIC	503-3702-44607	6,580.00
CITY UTILITIES	A-B MAY 2024	05/24/2024	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	214.64
CITY UTILITIES	MAY2024	05/24/2024	ELECTRIC DEPT OPEN PO FY23...	503-3702-43780	7.36
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	503-3702-41226	403.80
BANK OF AMERICA	05152024	05/31/2024	RANGE FINDER- ELECTRIC	503-3702-44607	114.74
TDS	051824	05/31/2024	ELECTRIC DEPT OPEN PO FY 2...	503-3702-43780	434.82
DSI TECHNOLOGIES LLC DBA ...	325709	05/31/2024	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	9.97

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SILVERSKY, INC.	504745-SI	05/31/2024	OPEN PO FY23/24 ELECTRIC D...	503-3702-43815	111.56
VERIZON WIRELESS	9964210364	05/31/2024	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	286.58
Fund 503 - Electric Total:					344,704.07

Fund: 504 - Water

MIKE TORRES DBA CD TECHN...	1024	05/02/2024	IT SERVICE WATER DEPT OPEN...	504-3803-48598	664.06
MESILLA VALLEY DOOR, LLC	13569	05/02/2024	REPAIRS TO COOK ST GARAGE...	504-3803-43403	206.40
FOXWORTH-GALBRAITH	2682253	05/02/2024	PLYWOOD FOR REPAIRS	504-3803-47415	110.37
CITY UTILITIES	C-D APR 2024	05/02/2024	WATER DEPT CYCLE C&D OP...	504-3803-43780	13,288.92
TAXATION AND REVENUE	04302024	05/10/2024	WATER CONSERVATION FEE FY...	504-3803-43797	1,148.32
FERGUSON US HOLDINGS, INC.	0527549-1	05/10/2024	GUAGES AND KEYS	504-3803-44607	241.80
ROADRUNNER LOCKSMITH	1675472939	05/10/2024	WTR- COOK STREET WALK IN ...	504-3803-47421	887.65
SUN VALLEY, INC.	174430, 174452, 174508, 174...	05/10/2024	OPEN PO FOR APRIL 2024	504-3803-44607	279.98
AMAZON CAPITAL SERVICES, I...	1MV7-MDV9-NJJJ	05/10/2024	CLEANING SUPPLIES AND OFF...	504-3803-44606	262.75
MESILLA VALLEY COMMERCIA...	21498	05/10/2024	12.5/80-18	504-3803-47420	590.00
NEW MEXICO GAS COMPANY, ..	26APR2024	05/10/2024	WATER DEPT OPEN PO FY23/...	504-3803-43780	139.19
FOXWORTH-GALBRAITH	2728963	05/10/2024	WATER/ FIELD SUPPLIES	504-3803-44607	35.98
B & H OIL CO.	56612	05/10/2024	OPEN PO FOR DIESEL,OIL AND...	504-3803-43316	79.33
SIERRA AUTO/CARQUEST	6016-324358	05/10/2024	FEILD SUPPLIES	504-3803-44607	24.98
BULLOCKS, INC.	9167, 7957, 8094, 9937, 6099,...	05/10/2024	APRIL 2024 OPEN PO FOR W/...	504-3803-44607	40.29
SMITHCO CONSTRUCTION INC.	MISC-05082024	05/10/2024	LABOR AND MATERIALS	504-3803-47421	15,750.00
SMITHCO CONSTRUCTION INC.	MISC-05082024	05/10/2024	NMGRT	504-3803-47421	1,319.06
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	504-3803-41226	375.35
FERGUSON US HOLDINGS, INC.	SC20963, 0534844	05/10/2024	3-HYDRANT GAUGE	504-3803-44607	139.30
CORE & MAIN, LP	U781773	05/10/2024	PARTS FOR VETERAN'S HOME...	504-3803-44607	660.70
AMAZON CAPITAL SERVICES, I...	1DFY-KFG6-NN9V	05/17/2024	OFFICE SUPPLIES	504-3803-44606	61.81
FOXWORTH-GALBRAITH	2711495	05/17/2024	W/WW-PAINT UTILITY ROOM	504-3803-44607	1,547.11
FOXWORTH-GALBRAITH	2737291	05/17/2024	W- SHOVELS FOR METERS	504-3803-44607	9.99
PATTILLO BROWN & HILL, LLP	485085	05/17/2024	ANNUAL AUDIT FY 22-23 WA...	504-3803-48596	6,477.50
DPC INDUSTRIES, INC.	DE74000235-24, DE74000163...	05/17/2024	CHLORINE USAGE FOR THE YE...	504-3803-44607	400.00
CORE & MAIN, LP	U568386	05/17/2024	WATER METER REPAIR	504-3803-47421	38.24
INTERNAL SERVICE FUND	04/01/2024-04/30/2024	05/24/2024	SERVICE/MAINT FOR DEPT VE...	504-3803-47420	320.39
NEWGEN STRATEGIES AND SO...	18403, 18837	05/24/2024	REMAINING AMT OF PO + INC...	504-3803-48598	1,883.81
TESTON'S FREEWAY CHEVRON	5824	05/24/2024	OPEN PO FOR DIESEL/UNLEA...	504-3803-43316	2,333.30
CITY UTILITIES	A-B MAY 2024	05/24/2024	WATER DEPT CYCLE A&B OPEN...	504-3803-43780	557.35
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	504-3803-41226	435.79
USA BLUEBOOK	00372200	05/31/2024	WTR-HYDRANT	504-3803-44613	1,427.80
TDS	051824	05/31/2024	WATER DEPT OPEN PO FY 22/...	504-3803-43780	434.82
FERGUSON US HOLDINGS, INC.	0535500	05/31/2024	3/4 PVC PARTS	504-3803-44607	191.13
FERGUSON US HOLDINGS, INC.	0536859	05/31/2024	WTR- SCREW VLV BOXES	504-3803-47415	1,013.11
FERGUSON US HOLDINGS, INC.	0537645, 0537648	05/31/2024	WTR- HYMAX & VALVES	504-3803-44607	5,469.55
FERGUSON US HOLDINGS, INC.	0537826	05/31/2024	WTR- HYMAX & TEE FOR STEEL...	504-3803-47415	552.41
SILVERSKY, INC.	504745-SI	05/31/2024	OPEN PO FY23/24 WATER DE...	504-3803-43815	111.56
VERIZON WIRELESS	9964210364	05/31/2024	WATER DEPT OPEN PO FY23/...	504-3803-43775	261.99
Fund 504 - Water Total:					59,772.09

Fund: 505 - Solid Waste

CITY OF LAS CRUCES	101439	05/02/2024	SCSWA WASTE DISPOSAL	505-3904-45601	53,082.42
MIKE TORRES DBA CD TECHN...	1024	05/02/2024	IT SERVICE SANITATION DEPT ...	505-3904-48598	664.06
NM RECYCLING COALITION	20314	05/02/2024	ONLINE TRAINING & ANNUAL...	505-3904-42720	220.00
AUTOZONE STORES, LLC	2529234182	05/02/2024	SP-DEF SHOP PRO DEF	505-3904-44607	269.70
CITY UTILITIES	C-D APR 2024	05/02/2024	SANITATION DEPT CYCLE C&D...	505-3904-43780	859.40
BANK OF AMERICA	WALMART TR ID58411556932...	05/02/2024	GV-.5L WATER	505-3904-44615	64.32
PARKHILL SMITH & COOPER	04118823.00-5	05/10/2024	REGISTRATION RENEWAL	505-3904-48599	2,366.91
NEW MEXICO GAS COMPANY, ..	26APR2024	05/10/2024	RECYCLE CENTER OPEN PO FY...	505-3904-43780	44.73
SIERRA AUTO/CARQUEST	6016-324389	05/10/2024	HYD HOSE BULK	505-3904-47420	24.61
SIERRA AUTO/CARQUEST	6016-324389	05/10/2024	12G-12FJX	505-3904-47420	21.54
SIERRA AUTO/CARQUEST	6016-324389	05/10/2024	XBO CRIMPS	505-3904-47420	16.00
SIERRA AUTO/CARQUEST	6016-324389	05/10/2024	12G-12FJX45	505-3904-47420	53.74
SIERRA AUTO/CARQUEST	6016-324754	05/10/2024	1 XAI 50CO2 -50LB CO2	505-3904-44607	42.00
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	505-3904-41226	497.59
RJ BORDER INTERNATIONAL T...	R400031050.01	05/10/2024	FUEL LEAK REPAIRS/LAB/SHO...	505-3904-47420	3,847.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETE'S EQUIPMENT, INC.	0034432	05/17/2024	HANDLE CONTROL	505-3904-47420	443.75
AMAZON CAPITAL SERVICES, I...	1CKF-TMHK-1RCM, 1Q63-RPL...	05/17/2024	SWANSEA OUTDOOR ENCL.DI...	505-3904-44607	331.98
AMAZON CAPITAL SERVICES, I...	1CKF-TMHK-1RCM, 1Q63-RPL...	05/17/2024	ZEP INDUSTRIAL PURPLE CLE...	505-3904-44607	90.24
AMAZON CAPITAL SERVICES, I...	1CKF-TMHK-1RCM, 1Q63-RPL...	05/17/2024	JOJOBAY CHEVY SILVERADO S...	505-3904-47420	439.96
PATTILLO BROWN & HILL, LLP	485085	05/17/2024	ANNUAL AUDIT FY 22-23 SOL...	505-3904-48596	6,477.50
WEX BANK	96876434	05/17/2024	WEX- DIESEL & GASOLINE	505-3904-43316	4,249.63
RJ BORDER INTERNATIONAL T...	X400108061.01	05/17/2024	HOOD LATCH-FREIGHTLINER	505-3904-47420	162.76
RJ BORDER INTERNATIONAL T...	X400108078.01	05/17/2024	RADIATOR-FREIGHTLINER	505-3904-47420	1,377.12
XEROX CORP - OLD	021234435, 021234432, 0212...	05/24/2024	SOLID WASTE XEROX EQUIPM...	505-3904-43465	30.18
INTERNAL SERVICE FUND	04/01/2024-04/30/2024	05/24/2024	SERVICE/MAINT FOR DEPT VE...	505-3904-47420	938.43
XEROX CORP.	5733804	05/24/2024	SOLID WASTE OPEN PO FY23/...	505-3904-43465	224.98
CITY UTILITIES	MAY2024	05/24/2024	SANITATION DEPT OPEN PO F...	505-3904-45601	24,917.89
WAGNER EQUIPMENT CO.	P12C0484238	05/24/2024	PAD AS. STABILIZER PADS	505-3904-47420	713.20
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	505-3904-41226	497.59
FRANK AGUIRRE	TSOCCCLASS-20	05/24/2024	MILEAGE ADJUSTMENT	505-3904-42310	54.75
FRANK AGUIRRE	TSOCCCLASS-20	05/24/2024	PER DIEM 20% TRANSFER STA...	505-3904-42310	173.80
PARKHILL SMITH & COOPER	04292924.00-1	05/31/2024	ENVIRONMENTAL LANDFILL ...	505-3904-48599	2,492.63
TDS	051824	05/31/2024	SANITATION	505-3904-43780	434.82
DSI TECHNOLOGIES LLC DBA ...	325709	05/31/2024	SANITATION DEPTSHARP OVE...	505-3904-43465	4.88
SILVERSKY, INC.	504745-SI	05/31/2024	OPEN PO FY23/24 SOLID WAS...	505-3904-43815	111.57
VERIZON WIRELESS	9964210364	05/31/2024	SANITATION OPEN PO FY23/24	505-3904-43775	166.09
MEDLEY MATERIAL HANDLING..	ALD000893-1, ALD000929-1	05/31/2024	FORK CLAMP ATTENTIONMEN...	505-3904-80845	13,150.00
RJ BORDER INTERNATIONAL T...	X400108782.01	05/31/2024	STABILIZER PAD	505-3904-47420	385.36
RJ BORDER INTERNATIONAL T...	X400108782.01	05/31/2024	CUTTING EDGE	505-3904-47420	746.26
				Fund 505 - Solid Waste Total:	120,689.89

Fund: 506 - WWTP

MIKE TORRES DBA CD TECHN...	1024	05/02/2024	IT SERVICE WASTE WATER OP...	506-4005-48598	664.06
SAFETY FLARE, INC.	134533	05/02/2024	CALIBRATION	506-4005-44615	215.25
SMITHCO CONSTRUCTION INC.	595-24-001	05/02/2024	VAC STATION VALVE REPAIR	506-4005-47415	14,528.46
EUROFINS ENVIRONMENTAL ...	8850000229	05/02/2024	BOTTLE CHARGE	506-4005-48598	6.00
EUROFINS ENVIRONMENTAL ...	8850000229	05/02/2024	TAX ON LABOR 7.875%	506-4005-48598	37.06
EUROFINS ENVIRONMENTAL ...	8850000229	05/02/2024	EPA METHOD 624 VOCS	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	8850000229	05/02/2024	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	8850000229	05/02/2024	EPA METHOD 625 SVOCs	506-4005-48598	225.00
EUROFINS ENVIRONMENTAL ...	8850000229	05/02/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
EUROFINS ENVIRONMENTAL ...	8850000844	05/02/2024	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	8850000844	05/02/2024	TAX ON LABOR 7.875%	506-4005-48598	37.06
EUROFINS ENVIRONMENTAL ...	8850000844	05/02/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
EUROFINS ENVIRONMENTAL ...	8850000844	05/02/2024	BOTTLE CHARGE	506-4005-48598	6.00
EUROFINS ENVIRONMENTAL ...	8850000844	05/02/2024	EPA METHOD 625 SVOCs	506-4005-48598	225.00
EUROFINS ENVIRONMENTAL ...	8850000844	05/02/2024	EPA METHOD 624 VOCs	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	8850001366	05/02/2024	TEST FOR LIQUID WASTE DU...	506-4005-44605	11.84
EUROFINS ENVIRONMENTAL ...	8850001581	05/02/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
EUROFINS ENVIRONMENTAL ...	8850001581	05/02/2024	TAX ON LABOR 7.875%	506-4005-48598	5.34
EUROFINS ENVIRONMENTAL ...	8850001725	05/02/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
EUROFINS ENVIRONMENTAL ...	8850001725	05/02/2024	EPA METHOD 624 VOCs	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	8850001725	05/02/2024	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	8850001725	05/02/2024	TAX ON LABOR 7.875%	506-4005-48598	19.44
CITY UTILITIES	C-D APR 2024	05/02/2024	WASTE WATER DEPT CYCLE C...	506-4005-43780	15,727.73
VILLAGE OF WILLIAMSBURG	04302024	05/10/2024	SEWER RECEIPTS FY 23/24 OP...	506-4005-48798	4,049.08
FERGUSON US HOLDINGS, INC.	0535735	05/10/2024	WW-GASKET	506-4005-44607	26.24
AMAZON CAPITAL SERVICES, I...	1193-H3GD-MRHHV, 17VP-RPT...	05/10/2024	ICE MACHINE FOR WATER SA...	506-4005-44605	369.98
AMAZON CAPITAL SERVICES, I...	1193-H3GD-MRHHV, 17VP-RPT...	05/10/2024	ICE MACINE FOR WASTE WAT...	506-4005-44605	202.79
SUN VALLEY, INC.	174430, 174452, 174508, 174...	05/10/2024	OPEN PO FOR APRIL 2024	506-4005-44607	279.98
AMAZON CAPITAL SERVICES, I...	1MV7-MDV9-NJJJ	05/10/2024	CLEANING SUPPLIES AND OFF...	506-4005-44606	262.76
NEW MEXICO GAS COMPANY, ..	26APR2024	05/10/2024	VACUUM STATION OPEN PO F...	506-4005-43780	31.47
DSI TECHNOLOGIES LLC DBA ...	322770	05/10/2024	WASTE WATER DEPT SHARP ...	506-4005-43465	321.18
B & H OIL CO.	56607, 56604	05/10/2024	OPEN PO FOR DIESEL,OIL AND...	506-4005-43316	217.29
SIERRA AUTO/CARQUEST	6016-324358	05/10/2024	FEILD SUPPLIES	506-4005-44607	24.98
SIERRA AUTO/CARQUEST	6016-324534	05/10/2024	MISC NUTS AND BOLTS	506-4005-47420	5.86

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HURT FENCE COMPANY LLC	617341	05/10/2024	WW- FENCE	506-4005-48599	3,066.19
EUROFINS ENVIRONMENTAL ...	8850001366-BAL	05/10/2024	TEST FOR LIQUID WASTE DU...	506-4005-44605	209.87
BULLOCKS, INC.	9167, 7957, 8094, 9937, 6099,...	05/10/2024	APRIL 2024 OPEN PO FOR W/...	506-4005-44607	40.29
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	506-4005-41226	266.62
WAC UPFITTERS	14134	05/17/2024	WW-LIGHT BAR	506-4005-44613	1,135.14
POLYDYNE, INC.	1819491	05/17/2024	POLYMER FOR WWTP 3-2024	506-4005-44607	922.50
POLYDYNE, INC.	1827070	05/17/2024	6-POLYMER	506-4005-44607	5,535.00
AMAZON CAPITAL SERVICES, I...	1DFY-KFG6-NN9V	05/17/2024	OFFICE SUPPLIES	506-4005-44606	61.82
AMAZON CAPITAL SERVICES, I...	1DFY-KFG6-NN9V	05/17/2024	TRUCK MAINTENANCE	506-4005-47425	464.71
AMAZON CAPITAL SERVICES, I...	1KXYC-V4LP-P9RP	05/17/2024	WW-FIELD SUPPLIES	506-4005-47425	399.99
EUROFINS ENVIRONMENTAL ...	2310564	05/17/2024	TAX ON LABOR 7.875%	506-4005-48598	5.34
EUROFINS ENVIRONMENTAL ...	2310564	05/17/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
FOXWORTH-GALBRAITH	2711495	05/17/2024	W/WW-PAINT UTILITY ROOM	506-4005-44607	1,547.11
PATTILLO BROWN & HILL, LLP	485085	05/17/2024	ANNUAL AUDIT FY 22-23 WAS...	506-4005-48596	6,477.50
TESTON'S FREEWAY CHEVRON	49948, 49959, 49969, 50022, ...	05/17/2024	OPEN PO FOR DIESEL/UNLEA...	506-4005-43316	473.52
EUROFINS ENVIRONMENTAL ...	8850001941	05/17/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
EUROFINS ENVIRONMENTAL ...	8850001941	05/17/2024	TAX ON LABOR 7.875%	506-4005-48598	5.34
EUROFINS ENVIRONMENTAL ...	8850001947	05/17/2024	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	8850001947	05/17/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
EUROFINS ENVIRONMENTAL ...	8850001947	05/17/2024	TAX ON LABOR 7.875%	506-4005-48598	36.60
EUROFINS ENVIRONMENTAL ...	8850001947	05/17/2024	EPA METHOD 624 VOCS	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	8850001947	05/17/2024	EPA METHOD 625 SVOCs	506-4005-48598	225.00
EUROFINS ENVIRONMENTAL ...	8850001955	05/17/2024	TAX ON LABOR 7.875%	506-4005-48598	5.34
EUROFINS ENVIRONMENTAL ...	8850001955	05/17/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
EUROFINS ENVIRONMENTAL ...	8850001983	05/17/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
EUROFINS ENVIRONMENTAL ...	8850001983	05/17/2024	EPA METHOD 625 SVOCs	506-4005-48598	225.00
EUROFINS ENVIRONMENTAL ...	8850001983	05/17/2024	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	8850001983	05/17/2024	EPA METHOD 624 VOCs	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	8850001983	05/17/2024	TAX ON LABOR 7.875%	506-4005-48598	36.60
EUROFINS ENVIRONMENTAL ...	8850002151	05/17/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
EUROFINS ENVIRONMENTAL ...	8850002151	05/17/2024	TAX ON LABOR 7.875%	506-4005-48598	5.34
EUROFINS ENVIRONMENTAL ...	88500022077	05/17/2024	TEST FOR LIQUID WASTE DU...	506-4005-44605	209.87
INTERNAL SERVICE FUND	04/01/2024-04/30/2024	05/24/2024	SERVICE/MAINT FOR DEPT VE...	506-4005-47420	128.00
NEWGEN STRATEGIES AND SO...	18403, 18837	05/24/2024	REMAINING AMT OF PO + INC...	506-4005-48598	1,883.82
EUROFINS ENVIRONMENTAL ...	2310640	05/24/2024	TAX ON LABOR 7.875%	506-4005-48598	36.60
EUROFINS ENVIRONMENTAL ...	2310640	05/24/2024	EPA METHOD 624 VOCs	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	2310640	05/24/2024	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	2310640	05/24/2024	EPA METHOD 625 SVOCs	506-4005-48598	225.00
EUROFINS ENVIRONMENTAL ...	2310640	05/24/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
EUROFINS ENVIRONMENTAL ...	2310970	05/24/2024	EPA METHOD 624 VOCs	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	2310970	05/24/2024	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	2310970	05/24/2024	TAX ON LABOR 7.875%	506-4005-48598	19.44
EUROFINS ENVIRONMENTAL ...	2310970	05/24/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
XEROX CORP.	5733804	05/24/2024	WASTE WATER OPEN PO FY23...	506-4005-43465	173.53
CITY UTILITIES	A-B MAY 2024	05/24/2024	WASTE WATER DEPT CYCLE A...	506-4005-43780	1,209.68
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	506-4005-41226	195.32
USA BLUEBOOK	00360266	05/31/2024	GLOVES	506-4005-44607	558.12
TDS	051824	05/31/2024	WASTE WATER OPEN PO FY 2...	506-4005-43780	434.82
WESTERN OILFIELDS SUPPLY ...	1994939	05/31/2024	PUMP OUT N DATE ST	506-4005-48598	111.51
JAMES, COOKE & HOBSON, IN...	235236	05/31/2024	WW- WB LIFT STATION SERVI...	506-4005-44810	2,427.45
JAMES, COOKE & HOBSON, IN...	235263	05/31/2024	BASIC PUMP REPAIRS	506-4005-44607	11,419.18
DSI TECHNOLOGIES LLC DBA ...	325709	05/31/2024	WASTE WATER DEPT SHARP ...	506-4005-43465	114.81
SILVERSKY, INC.	504745-SI	05/31/2024	OPEN PO FY23/24 WASTE WA...	506-4005-43815	111.56
EUROFINS ENVIRONMENTAL ...	8850002540	05/31/2024	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	8850002540	05/31/2024	EPA METHOD 624 VOCs	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	8850002540	05/31/2024	TAX ON LABOR 7.875%	506-4005-48598	36.60
EUROFINS ENVIRONMENTAL ...	8850002540	05/31/2024	EPA METHOD 625 SVOCs	506-4005-48598	225.00
EUROFINS ENVIRONMENTAL ...	8850002540	05/31/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
EUROFINS ENVIRONMENTAL ...	8850002546	05/31/2024	TEST FOR LIQUID WASTE DU...	506-4005-44605	107.62

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9964210364	05/31/2024	WASTE WATER DEPT OPEN PO...	506-4005-43775	406.79
Fund 506 - WWTP Total:					81,069.39
Fund: 508 - Golf Course					
BANK OF AMERICA	217248	05/02/2024	FIELD SUPPLIES	508-4303-44607	954.93
BANK OF AMERICA	440701	05/02/2024	FIELD SUPPLIES	508-4303-44607	461.83
SUN VALLEY, INC.	174756, 174757, 174839, 174...	05/10/2024	FIELD SUPPLIES OPEN PO GOLF...	508-4303-44607	1,000.04
AMAZON CAPITAL SERVICES, I...	1JV6-WX73-P3HG	05/10/2024	FIELD SUPPLIES 3/8" YELLOW ...	508-4303-44607	229.38
AMAZON CAPITAL SERVICES, I...	1M7V-1CQD-PGYL, 16KP-1WK...	05/10/2024	FIELD SUPPLIES	508-4303-44607	518.69
DSI TECHNOLOGIES LLC DBA ...	322770	05/10/2024	GOLF COURSE SHARP OVERA...	508-4303-43465	74.70
SIERRA AUTO/CARQUEST	324090, 323823, 324270, 323...	05/10/2024	OPEN PO FIELD SUPPLIES GOLF...	508-4303-44607	360.50
TAYLORMADE GOLF COMPAN...	3733068, 37333689	05/10/2024	FIELD SUPPLIES	508-4303-44607	926.75
SIERRA AUTO/CARQUEST	6016-323918	05/10/2024	FIELD SUPPLIES	508-4303-44607	359.98
SIERRA AUTO/CARQUEST	6016-324058	05/10/2024	FIELD SUPPLIES	508-4303-44607	232.01
NM RETIREE HEALTH CARE	PPE 2024-05-03	05/10/2024	PPE 2024-05-03	508-4303-41226	126.72
MASEK ROCKY MOUNTAIN GO...	02-85513	05/17/2024	FIELD SUPPLIES	508-4303-44607	57.13
XEROX CORP.	5733804	05/24/2024	GOLF COURSE OPEN PO FY23/...	508-4303-43465	153.74
CITY UTILITIES	A-B MAY 2024	05/24/2024	GOLF COURSE CYCLE A&B OP...	508-4303-43780	3,313.57
NM RETIREE HEALTH CARE	PPE 2024-05-17	05/24/2024	PPE 2024-05-17	508-4303-41226	126.72
MASEK ROCKY MOUNTAIN GO...	02-85743	05/31/2024	OPEN PO ANNUAL FY 23-24 ...	508-4303-43465	979.28
MASEK ROCKY MOUNTAIN GO...	02-86553	05/31/2024	OPEN PO ANNUAL FY 23-24 ...	508-4303-43465	979.28
TDS	051824	05/31/2024	GOLF COURSE OPEN PO FY 22...	508-4303-43780	434.82
DSI TECHNOLOGIES LLC DBA ...	325709	05/31/2024	GOLF COURSE SHARP OVERA...	508-4303-43465	26.23
VERIZON WIRELESS	9964210364	05/31/2024	GOLF COURSE OPEN PO FY23/...	508-4303-43775	80.47
Fund 508 - Golf Course Total:					11,396.77
Fund: 509 - Muni Airport					
CHAD ROSACKER DBA TECH 45...	1023	05/10/2024	MONTHLY MANAGMENT FEES...	509-4403-48598	19,507.15
KING'S LOCKSMITH	08576	05/17/2024	KEYS NEEDED FOR G-67833 &...	509-4403-47420	185.00
SIERRA ELECTRIC CO-OP, INC.	2154-50224 RE-ISSUE	05/21/2024	AIRPORT EL	509-4403-43780	875.71
XEROX CORP - OLD	021234435, 021234432, 0212...	05/24/2024	AIRPORT XEROX EQUIPMENT ...	509-4403-43465	31.58
WINDSTREAM CORPORATION	05152024	05/24/2024	AIRPORT OPEN PO FY23/24	509-4403-43775	443.85
XEROX CORP.	5733804	05/24/2024	AIRPORT OPEN PO FY23/24	509-4403-43465	53.99
VERIZON WIRELESS	9964210364	05/31/2024	AIRPORT OPEN PO FY23/24	509-4403-43775	124.13
Fund 509 - Muni Airport Total:					21,221.41
Fund: 600 - Internal Serv					
DSI TECHNOLOGIES LLC DBA ...	322770	05/10/2024	FLEET DEPT SHARP OVERAGE ...	600-7003-43465	28.70
SIERRA AUTO/CARQUEST	6016-324304	05/10/2024	R134A REFRIGERANT	600-7003-44607	449.58
SIERRA AUTO/CARQUEST	6016-324392	05/10/2024	FLUID RESERVOIR	600-7003-44607	92.92
RJ BORDER INTERNATIONAL T...	X400107555.01	05/10/2024	WHEEL SEAL FRONT TRACT	600-7003-44607	103.26
RJ BORDER INTERNATIONAL T...	X400107673.01	05/10/2024	FLARE SWIVEL	600-7003-44607	84.70
RJ BORDER INTERNATIONAL T...	X400107673.01	05/10/2024	FLARE SWIVEL 45	600-7003-44607	98.48
XEROX CORP.	5733804	05/24/2024	FLEET DEPT OPEN PO FY23/24	600-7003-43465	134.99
DSI TECHNOLOGIES LLC DBA ...	325709	05/31/2024	FLEET DEPT SHARP OVERAGE ...	600-7003-43465	18.31
Fund 600 - Internal Serv Total:					1,010.94
Grand Total:					1,450,991.97

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	171,420.41
201 - Corrections	1,769.00
209 - Fire	6,590.90
211 - Law Enforce Prot	3,064.01
214 - Lodgers Tax	47,722.64
216 - Muni Street	93,531.56
294 - State Library	3,699.94
295 - Muni Pool	6,515.67
296 - PD GRT	2,702.82
303 - Vet Wall	235.73
304 - Senior Grants	768.92
312 - R&R Airport	393.97
315 - CI Reserve	3,833.77
360 - NMFA PROJECTS	473.75
370 - WATER TRUST BOARD PROJECTS	252,443.02
380 - OTHER STATE FUNDED PROJECTS	74,792.35
403 - Pledge State	135,438.02
501 - Cemetary	981.80
502 - Util Office - Pool	4,749.13
503 - Electric	344,704.07
504 - Water	59,772.09
505 - Solid Waste	120,689.89
506 - WWTP	81,069.39
508 - Golf Course	11,396.77
509 - Muni Airport	21,221.41
600 - Internal Serv	1,010.94
Grand Total:	1,450,991.97

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	8,820.50
101-1000-43598	PROFESSIONAL SERV-G...	3,238.13
101-1001-41226	RETIREE INSURANCE	305.31
101-1001-43465	RENT OF EQUIPMENT	299.97
101-1001-43740	PRINTING/PUBLISHING	1,071.98
101-1001-43775	TELEPHONE	278.41
101-1001-44606	OFFICE SUPPLIES	290.88
101-1002-43770	SUBSCRIPTION & DUES	349.00
101-1002-44606	OFFICE SUPPLIES	49.49
101-1002-48598	PROFESSIONAL SERVICES	341.38
101-1003-41226	RETIREE INSURANCE	322.94
101-1003-42305	MILEAGE REIMBURSEM...	162.44
101-1003-43465	RENT OF EQUIPMENT	773.67
101-1003-43775	TELEPHONE	258.29
101-1003-44606	OFFICE SUPPLIES	175.19
101-1004-41226	RETIREE INSURANCE	500.68
101-1004-42720	EMPLOYEE TRAINING-A...	250.00
101-1004-43465	RENT OF EQUIPMENT	1,215.50
101-1004-43740	PRINTING/PUBLISHING	543.59
101-1004-43775	TELEPHONE	250.71
101-1004-44606	OFFICE SUPPLIES	48.68
101-1004-45555	Miscellaneous Exp	10.79
101-1004-48599	OTHER CONTRACTUAL S...	286.85
101-1006-41226	RETIREE INSURANCE	253.30
101-1006-43775	TELEPHONE	110.38
101-1006-44607	FIELD SUPPLIES	64.97
101-1006-44615	SAFETY EQUIPMENT	473.62

Account Summary

Account Number	Account Name	Payment Amount
101-1006-48598	PROFESSIONAL SERVICES	1,418.32
101-1007-41226	RETIREE INSURANCE	2,846.28
101-1007-43316	GAS & OIL	6,197.76
101-1007-43465	RENT OF EQUIPMENT	863.85
101-1007-43775	TELEPHONE	2,164.79
101-1007-43815	SOFTWARE	110.00
101-1007-44606	OFFICE SUPPLIES	135.52
101-1007-47420	MAINTENANCE VEHICLE...	1,995.10
101-1008-41226	RETIREE INSURANCE	80.40
101-1008-43316	GAS & OIL	251.46
101-1008-43775	TELEPHONE	249.53
101-1009-41226	RETIREE INSURANCE	201.87
101-1009-42620	UNIFORMS/LINEN-MUNI...	299.95
101-1009-43316	GAS & OIL	486.52
101-1009-43465	RENT OF EQUIPMENT	1,202.48
101-1009-43775	TELEPHONE	145.55
101-1009-44607	FIELD SUPPLIES-MUNI R...	825.22
101-1009-44810	EQUIPMENT & MACHIN...	19.95
101-1009-45555	Miscellaneous Exp	300.00
101-1009-47415	MAINTENANCE--REPAIRS..	1,800.00
101-1010-41226	RETIREE INSURANCE	197.38
101-1010-43770	SUBSCRIPTION & DUES	3,100.00
101-1010-43775	TELEPHONE	69.23
101-1010-48598	PROFESSIONAL SERVICES	24,442.21
101-1011-41226	RETIREE INSURANCE	631.51
101-1011-43775	TELEPHONE	152.10
101-1012-41226	RETIREE INSURANCE	248.64
101-1012-43316	GAS & OIL	272.00
101-1012-43465	RENT OF EQUIPMENT	64.69
101-1012-43775	TELEPHONE	86.13
101-1012-44607	FIELD SUPPLIES-FLEET M...	71.19
101-1012-47420	MAINTENANCE-VEHICLE...	68.74
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	GAS & OIL	212.10
101-1014-41226	RETIREE INSURANCE	428.44
101-1014-42310	PER DIEM-FACILITY MGT	410.19
101-1014-42620	UNIFORM/LINEN-FACILI...	726.00
101-1014-43316	GAS & OIL	908.25
101-1014-43403	REGULAR BUILDING MA...	5,324.84
101-1014-43465	RENT OF EQUIPMENT	67.86
101-1014-43775	TELEPHONE	124.72
101-1014-44607	FIELD SUPPLIES-FACILITY...	6,097.22
101-1014-44613	NON-CAPITAL ITEMS	4,876.30
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	417.10
101-1016-44606	OFFICE SUPPLIES	2,235.00
101-1017-48599	OTHER CONTRACTUAL S...	38,494.34
101-1018-43780	UTILITIES	17,678.97
101-1018-43815	SOFTWARE LIC/SOFTWA...	1,450.32
101-1018-48596	AUDIT CONTRACT	10,682.50
101-1018-48598	PROFESSIONAL SERVICES	8,632.82
101-1099-34343	ANIMAL POUND FEES	50.00
101-1099-34348	RENT OF PUBLIC FACILIT...	650.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	9.00
201-1903-48710	CARE OF PRISONERS-CO...	1,760.00
209-1603-43316	GAS & OIL	249.90
209-1603-43465	RENT OF EQUIPMENT	337.47
209-1603-43775	TELEPHONE	367.85

Account Summary

Account Number	Account Name	Payment Amount
209-1603-43780	UTILITIES	748.46
209-1603-44615	SAFETY EQUIPMENT	545.99
209-1603-47415	MAINTENANCE--REPAIRS..	471.43
209-1603-47420	MAINTENANCE VEHICLE...	3,869.80
211-2003-42535	EMPLOYEE TRAINING	1,708.17
211-2003-44573	UNIFORM & EQUIPMENT	733.55
211-2003-44607	FIELD SUPPLIES	171.22
211-2003-47420	MAINTENANCE-VEHICLE...	451.07
214-2501-60725	GRANTS TO SUB-RECIPI...	2,000.00
214-2503-47406	PROMOTIONAL/ADVERT...	30,552.94
214-2540-43466	RENT OF LAND/BUILDING	1,875.26
214-2540-60725	GRANTS TO SUB-RECIPI...	4,784.31
214-2560-60725	GRANTS TO SUB-RECIPI...	8,510.13
216-4503-42620	UNIFORM LINEN-MUNI ...	378.00
216-4503-43316	GAS & OIL	2,022.68
216-4503-43465	RENT OF EQUIPMENT	204.99
216-4503-43550	ROADWAY MAINTENAN...	6,840.85
216-4503-44607	FIELD SUPPLIES-STREETS	580.48
216-4503-44613	NON-CAPITAL ITEMS	142.49
216-4503-47420	MAINT.VEHICLE/FURN/...	1,201.41
216-4503-80810	OTHER CAPITAL EQUIPM...	48,114.00
216-7023-43550	ROADWAY MAINTENAN...	19,015.21
216-7025-48598	Professional Serv/Contra...	15,031.45
294-5003-43465	RENT OF EQUIPMENT	119.98
294-5003-43775	TELEPHONE	168.01
294-5003-48830	LIBRARY ACQUISITION (...)	3,312.00
294-5003-60834	STATE LIBRARY GRANT-S...	99.95
295-4803-12109	CHANGE FUND-POOL	50.00
295-4803-41226	RETIREE INSURANCE	80.20
295-4803-42720	EMPLOYEE TRAINING-M...	960.03
295-4803-43465	RENT OF EQUIPMENT	31.50
295-4803-43775	TELEPHONE	109.85
295-4803-43780	UTILITIES-MUNI POOL	4,543.31
295-4803-44607	FIELD SUPPLIES-MUNI P...	740.78
296-2403-48598	PROFESSIONAL SERVICES	2,702.82
303-4703-43775	TELEPHONE	235.73
304-4903-43403	REGULAR BUILDING MA...	768.92
312-7028-44607	FIELD SUPPLIES	393.97
315-8001-80845	CAPITAL IMPROVEMENT...	3,833.77
360-7009-80847	ROADWAYS/BRIDGES	473.75
370-7008-47415	MAINTENANCE--REPAIRS..	241,848.57
370-7008-48598	PROFESSIONAL SERVICES	10,594.45
380-7002-80860	INFRASTRUCTURE	74,792.35
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.75
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,659.32
403-1203-90905	DEBT SERVICE PRINCIPAL...	105,000.00
403-1203-90910	DEBT SERVICE INTEREST	6,418.75
403-1203-90925	COMMITMENTS & OTHE...	70.62
501-1803-43780	UTILITIES	981.80
502-3601-41226	RETIREE INSURANCE	380.91
502-3601-43316	GAS & OIL	51.16
502-3601-43465	RENT OF EQUIPMENT	1,655.97
502-3601-43775	TELEPHONE	191.76
502-3601-43780	UTILITIES	386.56
502-3601-44606	OFFICE SUPPLIES	792.72
502-3601-47420	MAINTENANCE-VEHICLE...	1,290.05
503-3702-41226	RETIREE INSURANCE	807.60

Account Summary

Account Number	Account Name	Payment Amount
503-3702-42620	UNIFORM/LINEN-ELECTR..	192.00
503-3702-43316	GAS & OIL	1,367.89
503-3702-43465	RENT OF EQUIPMENT	258.91
503-3702-43770	SUBSCRIPTION & DUES	1,400.00
503-3702-43775	TELEPHONE	340.17
503-3702-43780	UTILITIES	6,248.14
503-3702-43815	SOFTWARE LIC/SOFTWA...	111.56
503-3702-44606	OFFICE SUPPLIES	852.94
503-3702-44607	FIELD SUPPLIES	34,669.97
503-3702-44613	NON-CAPITAL ITEMS	426.98
503-3702-44615	SAFETY EQUIPMENT	2,346.42
503-3702-47415	MAINTENANCE--REPAIRS..	18,423.75
503-3702-47420	MAINTENANCE-VEHICLE...	14,442.44
503-3702-48596	AUDIT CONTRACT	6,477.50
503-3702-48598	PROFESSIONAL SERVICES	5,224.07
503-3702-50795	WHOLESALE POWER CO...	251,113.73
504-3803-41226	RETIREE INSURANCE	811.14
504-3803-43316	GAS & OIL	2,412.63
504-3803-43403	REGULAR BUILDING MA...	206.40
504-3803-43775	TELEPHONE	261.99
504-3803-43780	UTILITIES	14,420.28
504-3803-43797	WATER CONSERVATION...	1,148.32
504-3803-43815	SOFTWARE LIC/SOFTWA...	111.56
504-3803-44606	OFFICE SUPPLIES	324.56
504-3803-44607	FIELD SUPPLIES-WATER ...	9,040.81
504-3803-44613	NON-CAPITAL ITEMS	1,427.80
504-3803-47415	MAINTENANCE---REPAIRS..	1,675.89
504-3803-47420	MAINTENANCE-VEHICLE...	910.39
504-3803-47421	MAINTENANCE EQUIPM...	17,994.95
504-3803-48596	AUDIT CONTRACT	6,477.50
504-3803-48598	PROFESSIONAL SERVICES	2,547.87
505-3904-41226	RETIREE INSURANCE	995.18
505-3904-42310	PER DIEM-SOLID WASTE...	228.55
505-3904-42720	EMPLOYEE TRAINING-SO...	220.00
505-3904-43316	GAS & OIL	4,249.63
505-3904-43465	RENT OF EQUIPMENT	260.04
505-3904-43775	TELEPHONE	166.09
505-3904-43780	UTILITIES	1,338.95
505-3904-43815	SOFTWARE LIC/SOFTWA...	111.57
505-3904-44607	FIELD SUPPLIES-SOLID ...	733.92
505-3904-44615	SAFETY EQUIPMENT	64.32
505-3904-45601	WASTE DISPOSAL	78,000.31
505-3904-47420	MAINTENANCE-VEHICLE...	9,170.23
505-3904-48596	AUDIT CONTRACT	6,477.50
505-3904-48598	PROFESSIONAL SERVICES	664.06
505-3904-48599	OTHER CONTRACTUAL S...	4,859.54
505-3904-80845	CAPITAL IMPROVEMENT...	13,150.00
506-4005-41226	RETIREE INSURANCE	461.94
506-4005-43316	GAS & OIL	690.81
506-4005-43465	RENT OF EQUIPMENT	609.52
506-4005-43775	TELEPHONE	406.79
506-4005-43780	UTILITIES	17,403.70
506-4005-43815	SOFTWARE LIC/SOFTWA...	111.56
506-4005-44605	CHEMICALS/LABORATO...	1,111.97
506-4005-44606	OFFICE SUPPLIES	324.58
506-4005-44607	FIELD SUPPLIES-WASTE...	20,353.40
506-4005-44613	NON-CAPITAL ITEMS	1,135.14
506-4005-44615	SAFETY EQUIPMENT	215.25

Account Summary

Account Number	Account Name	Payment Amount
506-4005-44810	EQUIPMENT & MACHIN...	2,427.45
506-4005-47415	MAINTENANCE--REPAIRS..	14,528.46
506-4005-47420	MAINTENANCE-VEHICLE...	133.86
506-4005-47425	OTHER MAINTENANCE-...	864.70
506-4005-48596	AUDIT CONTRACT	6,477.50
506-4005-48598	PROFESSIONAL SERVICES	6,697.49
506-4005-48599	OTHER CONTRACTUAL S...	3,066.19
506-4005-48798	VILLAGE OF WILLIAMSB...	4,049.08
508-4303-41226	RETIREE INSURANCE	253.44
508-4303-43465	RENT OF EQUIPMENT	2,213.23
508-4303-43775	TELEPHONE	80.47
508-4303-43780	UTILITIES	3,748.39
508-4303-44607	FIELD SUPPLIES	5,101.24
509-4403-43465	RENT OF EQUIPMENT	85.57
509-4403-43775	TELEPHONE	567.98
509-4403-43780	UTILITIES	875.71
509-4403-47420	MAINTENANCE VEH/EQU..	185.00
509-4403-48598	PROFESSIONAL SERVICES	19,507.15
600-7003-43465	RENT OF EQUIPMENT	182.00
600-7003-44607	FIELD SUPPLIES	828.94
	Grand Total:	1,450,991.97

Project Account Summary

Project Account Key	Payment Amount
None	1,450,991.97
Grand Total:	1,450,991.97



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: H.1

SUBJECT: Resolution No. 49 23/24 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: June 6, 2024

SUBMITTED BY: Kerin Salcedo, Interim Finance Director

WHO WILL PRESENT THE ITEM: City Manager Gonzales

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

Recommendation:

Approval Resolution No. 49 23/24 Budget Adjustment Requests for Fiscal Year 2023-2024

Attachments:

Resolution No 49 23/24

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 6-12-24



RESOLUTION NO. 49 23/24

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

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

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

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

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

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

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

PASSED, ADOPTED and APPROVED this 12th day of June, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2023-24 6/12/2024
DFA Resolution Number: 49 23/24
BAR NUMBER 9

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1002-40110	Full Time Wages	Expense	\$ 24,861.00	\$ 4,390		\$ 29,251	Cover Expenses Until Transferred into PD
1	101	101-1002-41205	FICA-Regular	Expense	\$ 2,581.00	\$ 245		\$ 2,826	Cover Expenses Until Transferred into PD
1	101	101-1002-41210	FICA-Medicare	Expense	\$ 604.00	\$ 60		\$ 664	Cover Expenses Until Transferred into PD
1	101	101-1002-41215	PERA	Expense	\$ 2,678.00	\$ 475		\$ 3,153	Cover Expenses Until Transferred into PD
1	101	101-1002-41225	Health Insurance	Expense	\$ 23,490.00	\$ 1,730		\$ 25,220	Cover Expenses Until Transferred into PD
1	101	101-1002-41226	Retiree Insurance	Expense	\$ 746.00	\$ 135		\$ 881	Cover Expenses Until Transferred into PD
1	101	101-1002-43465	Rent of Equipment	Expense	\$ 1,785.00	\$ 1,735		\$ 3,520	Cover Expenses Until Transferred into PD
2	403	403-1203-90905	Debt Service Principal	Expense	\$ 925,920	\$ 13,611		\$ 939,531	New Loan WPF-5442 Cantrell Dam Debt Payment
2	403	403-1203-90910	Debt Service Interest	Expense	\$ 226,372	\$ 1,842		\$ 228,214	New Loan WPF-5442 Cantrell Dam Debt Payment
2	403	403-1203-39935	Transfer In	Revenue	\$ 707,718	\$ 15,453		\$ 723,171	New Loan WPF-5442 Cantrell Dam Debt Payment
2	216	216-4503-49930	Transfer Out	Expense	\$ 5,000	\$ 15,453		\$ 20,453	New Loan WPF-5442 Cantrell Dam Debt Payment
3	101	101-1003-40110	Full Time Wages	Expense	\$ 134,949	\$ 1,150		\$ 136,099	CC Increased Contract Salary
3	101	101-1003-41215	PERA	Expense	\$ 14,574	\$ 100		\$ 14,674	CC Increased Contract Salary
3	101	101-1003-42310	Per Diem	Expense	\$ -	\$ 1,550		\$ 1,550	NY Meeting
								\$ -	
4	101	101-1007-47420	Maint Vehicle	Expense	\$ 16,158	\$ 46,000		\$ 62,158	Repair Vehicles \$30,531 was Insurance Recovery Res#20 23/24 11/15/23
								\$ -	
5	101	101-1008-40110	Full Time Wages	Expense	\$ 99,320		\$ (27,000)	\$ 72,320	Decrease Due to Vacant Positions
5	101	101-1008-41205	FICA Regular	Expense	\$ 7,256		\$ (2,000)	\$ 5,256	Decrease Due to Vacant Positions
5	101	101-1008-41210	FICA Medicare	Expense	\$ 1,707		\$ (500)	\$ 1,207	Decrease Due to Vacant Positions
5	101	101-1008-41215	PERA	Expense	\$ 10,740		\$ (3,000)	\$ 7,740	Decrease Due to Vacant Positions
5	101	101-1008-41225	Health Insurance	Expense	\$ 16,755		\$ (4,000)	\$ 12,755	Decrease Due to Vacant Positions
5	101	101-1008-41226	Retiree Insurance	Expense	\$ 2,993		\$ (900)	\$ 2,093	Decrease Due to Vacant Positions
6	101	101-1004-40110	Full Time Wages	Expense	\$ 296,544		\$ (52,000)	\$ 244,544	Decrease Due to Vacant Positions
6	101	101-1004-41205	FICA Regular	Expense	\$ 18,605		\$ (4,000)	\$ 14,605	Decrease Due to Vacant Positions
6	101	101-1004-41210	FICA Medicare	Expense	\$ 4,351		\$ (1,000)	\$ 3,351	Decrease Due to Vacant Positions
6	101	101-1004-41215	PERA	Expense	\$ 32,247		\$ (6,100)	\$ 26,147	Decrease Due to Vacant Positions
6	101	101-1004-41225	Health Insurance	Expense	\$ 73,473		\$ (10,000)	\$ 63,473	Decrease Due to Vacant Positions
6	101	101-1004-41226	Retiree Insurance	Expense	\$ 8,958		\$ (1,900)	\$ 7,058	Decrease Due to Vacant Positions
								\$ -	
7	101	101-1012-40110	Full Time Wages	Expense	\$ 93,080	\$ 19,800		\$ 112,880	Increase due to not enough in budget
7	101	101-1012-41215	PERA	Expense	\$ 10,053	\$ 2,025		\$ 12,078	Increase due to not enough in budget
8	320	320-6603-90905	Debt Service Principal	Expense	\$ -	\$ 5,128,690		\$ 5,128,690	MSD Bridge Loan BSW to USDA
8	320	320-6603-90910	Debt Service Interest	Expense	\$ -	\$ 19,233		\$ 19,233	MSD Bridge Loan BSW to USDA
8	320	320-6603-38387	Loan Proceeds	Revenue	\$ 1,891,629	\$ 5,584,063		\$ 7,475,692	MSD Bridge Loan BSW to USDA
9	508	508-4303-40115	Part Time Wages	Expense	\$ 30,826	\$ 8,180		\$ 39,006	Increase due to not enough in budget
9	508	508-4303-40140	Delayed Comp	Expense	\$ -	\$ 2,280		\$ 2,280	Increase due to not enough in budget
9	508	508-4303-43780	Utilities	Expense	\$ 23,200	\$ 15,230		\$ 38,430	Increase due to not enough in budget
9	508	508-4303-34348	Rent of Public Facilities	Revenue	\$ -	\$ 8,285		\$ 8,285	Increase new revenue
9	508	508-4303-34376	Sales Other	Revenue	\$ 500	\$ 2,000		\$ 2,500	Increase due to under estimated revenue
9	508	508-4303-39935	Transfer In	Revenue	\$ 255,000	\$ 15,500		\$ 270,500	Increase due to increase in expenses
9	101	101-1099-49930	Transfer Out	Expense	\$ 2,126,983	\$ 15,500		\$ 2,142,483	Increase due to increase in expenses

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Rolf Hechler, Mayor

(Date)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: H.2

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

DEPARTMENT: Community Development

DATE SUBMITTED: June 5, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Commission approved submission of an application 9-27-2023 by Resolution 11 23/24 for submission of an application. City has received an award letter consisting of a 10% loan in the amount of \$1,600,000.00, and a 90% grant in the amount of \$14,400,000.00 and 10% match in the amount of \$1,600,000.00. (Previous funds awarded from Congressional Direct Spending of \$1,600,000.00 will be used as match funds).

WTB requires resolution accepting the loan/grant offer, approving the cash match and designating signatory authority.

Recommendation:

Approve Resolution 50 23/24

Attachments:

- Resolution 11 23-24
- Project Information Documents
- Award Letter
- Resolution 50 23/24

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-12-2024

RESOLUTION NO. 11 23/24

A RESOLUTION BY THE CITY COMMISSION, THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, WHEREBY THE CITY COMMISSION INSTRUCTS CITY STAFF TO SUBMIT AN APPLICATION FOR THE FUNDS THROUGH THE WATER TRUST BOARD FOR DESIGN AND CONSTRUCTION SERVICES FOR THE WATERLINE REPLACEMENT PROJECT.

WHEREAS, *The City of Truth or Consequences* ("Governmental Unit") is a qualified entity, and the *City Commission* ("Government Body") has the authority to authorize public projects for the benefit of the Governmental Unit; and

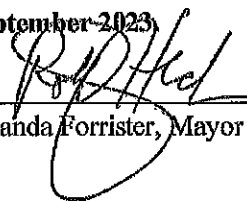
WHEREAS, the Water Trust Board ("Board") has instituted a program for the financing of projects and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Board for public projects; and

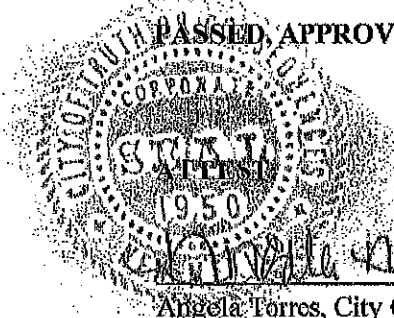
WHEREAS, the Governing Body recommends that an application be filed with the Water Trust Board for design and construction services for the Waterline Replacement project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION, THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, that the filing of an application to the New Mexico Water Trust Board for funding in the 2024 Water Project Fund funding cycle is hereby authorized. The project type falls under Water Storage, Conveyance, and Delivery and proposes to design and construct waterlines in order to reduce water loss in the City of Truth or Consequences, NM. The financial assistance requested is in the amount of \$16,000,000. The City of Truth or Consequences hereby pledges a 10% local match in the amount of \$1,600,000 in support of the application.

1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, and the same is hereby ratified, approved, and confirmed.
2. That the Application authorized by the Governing Body be and the same is hereby approved and confirmed.
3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Board for its review and are further authorized to take such other action as may be requested by the Board in its consideration and review of the Application and to further proceed with arrangements for financing the Project.
4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.
5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 27th day of September 2023.


fuv Amanda Forrester, Mayor


Angela Torres, City Clerk

Funding Emergency Scope Summary

City of Truth or Consequences

Please refer to the Preliminary Engineering Report – City Wide Water System Improvements for further information on the City of T or C Water system Public Water System ID – NM 3514327

Many of the distribution system's waterlines are beyond their expected useful life due to age and are considered to be in poor condition. As a result, these old waterlines are leaking significant amounts of water.

The attached figure shows the existing system's water leaks from city dispatch records from January 2022 until September 2022. There was a total of 367 pipe leaks/breaks within this nine-month range. Past records show an average of 4.5 hours for the city crew to complete repairs. This has increased the amount of operation and maintenance costs allocated to emergency repairs in 2022. The city estimates that out of a 270-day period, the city crew worked 206 days in waterline repairs merely; these replacements not only increase the operation and maintenance but also increase the health and sanitation issue for the city's residents due to water outages.

The Emergency Waterlines Replacements Involve replacing 37,808 linear feet, which represents 18.2 percent of the existing waterlines within the city, with new PVC C-900 DR-18.

TABLE 1: EMERGENCY WATERLINES REPLACEMENT COST SUMMARY

Construction Cost	\$17,199,201
Engineering Services	\$3,063,664
Total	\$20,262,865



NEW MEXICO
FINANCE AUTHORITY

June 4, 2024

Via First Class Mail and Email

City of Truth or Consequences

Attn: Rolf Hechler, Mayor

505 Sims Street

Truth or Consequences, NM 87901

rhechler@torcnm.org

RE: Water Trust Board Project No. WPF-6323; Water Storage, Conveyance and Delivery Project; Waterline Replacement

Dear Mayor Hechler:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on May 30, 2024, to approve the final terms, structure, and conditions of Water Project Funding in the amount of \$16,000,000 to the City of Truth or Consequences ("City") for its Water Storage, Conveyance and Delivery Project. This action is a result of the Water Trust Board recommendations approved on April 23, 2024.

The approved funding structure consists of a 10% loan in the amount of \$1,600,000, and a 90% grant in the amount of \$14,400,000. The loan component is a 20-year term at a net effective interest rate of .25% (0% interest rate with an administrative fee component of ¼ of 1%). The loan and grant are to be used by the City for the design and construction of waterlines.

To secure the funding agreement for the award, the City must submit the following Readiness to Proceed items **no later than September 30, 2024**, by email only to WTBAdmin@nmfa.net.

SUBMISSION OF READINESS TO PROCEED ITEMS

This funding is conditional, and the City must submit the following Readiness to Proceed ("RTP") items, as applicable, before the loan/grant agreement can be scheduled to close:

1. A monthly draw-down schedule of project expenditures, including Month and Year;
2. Verification of match in the amount of \$1,600,000;
3. Approval of plans/specification by NMED-Construction Programs Bureau prior to disbursement of construction funds;
4. Verification that right-of-way, easements, and permits have been secured;
5. Consent of additional debt by USDA and NMED (CWSRF);
6. Updated Open Meetings Act resolution (7/12/2023);
7. All contingencies must be satisfied **no later than September 30, 2024**; and
8. Any additional information requested by the Water Trust Board or NMFA Board.

Compliance with the RTP process is required to secure the funding for this project. To prevent any delays in securing the funding, please begin preparing the RTP information upon receipt of this notice. When all of the RTP criteria have been submitted, outside counsel for NMFA will draft the funding agreement and will contact the City directly for closing arrangements.

To obtain required approval on the plans/specifications, the NM Environment Department-Construction Programs Bureau ("NMED-CPB") project manager assigned to this project is, Steven Deal, (505) 670-2926, steven.deal@env.nm.gov. Please contact Mr. Deal to confirm requirements for the approval process.

Please contact me at WTBAdmin@nmfa.net or (505) 992-9688 if you have any questions regarding the RTP information.

Sincerely,



Sharon Romero
Lead Program Administrator

cc: Traci Alvarez, City of Truth or Consequences, talvarez@torcnm.org
Angie Gonzales, City of Truth or Consequences, agonzales@torcnm.org
Alfredo Holguin, Wilson & Co., alfredo.holguin@wilsonco.com
Steven Deal, NMED-CPB, steven.deal@env.nm.gov



RESOLUTION NO. 50 23/24

**AUTHORIZING ACCEPTANCE OF WATER TRUST BOARD (WTB) PROJECT NO. 6323-WPF
FUNDING OFFER; WATER STORAGE, CONVEYANCE AND DELIVERY PROJECT – WATERLINE
REPLACEMENT PROJECT FROM NEW MEXICO FINANCE AUTHORITY (NMFA)**

WHEREAS, the City Commission of the City of Truth or Consequences adopted Resolution No. 11 23-24 authorizing and approving submission of a completed application for financial assistance and project approval to The New Mexico Finance Authority Water Trust Board for Waterline Replacement Project; and

WHEREAS, the New Mexico Finance Authority has recommended and approved the funding award; and

WHEREAS, the approved funding structure consists of a 10% loan in the amount of \$1,600,000.00, and a 90% grant in the amount of \$14,400,000.00 and;

WHEREAS, a 10% match is required as part of the funding structure.

NOW THEREFORE, BE IT RESOLVED THAT, the Governing Body of the City of Truth or Consequences, New Mexico, hereby accepts the NMFA WTB award of a 10% loan in the amount of \$1,600,000.00, and a 90% grant in the amount of \$14,400,000.00 and approves the required cash match in the amount of \$1,600,000.00; and approves that City Manager Angie Gonzales is hereby designated as the City's representative on behalf of the NMFA Water Trust Board Project No. 6323-WPF and is authorized as signatory authority and has designated the Assistant City Manager as signatory authority in her absence and shall work with staff to execute, sign and submit required documentation.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

Rolf Hechler, Mayor

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: H.3

SUBJECT: Resolution No. 51 23/24 Amendment to Civic Center Rental fees.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 6, 2024

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The purpose of this resolution is to add a deposit fee for the use of the Projector, Projector Screen and Key Rental at the Ralph Edwards Civic Center.

Recommendation:

Approval of Resolution 51 23/24

Attachments:

- Resolution No. 51 23/24

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. 51 23-24 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-12-2024

RESOLUTION NO. 51 23/24

A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION AMENDING FEES, DEPOSITS AND REGULATIONS FOR USE OF THE CIVIC CENTER

WHEREAS, the City of Truth or Consequences operates and maintains the Civic Center, also known as the Ralph Edwards Auditorium, and;

WHEREAS, the City of Truth or Consequences finds it necessary to collect fees and deposits in order to assure the continued maintenance of the Civic Center, and;

WHEREAS, the City of Truth or Consequences also finds it necessary to enact certain regulations for the Civic Center as follows:

The following are the rental fees created for the use of the Civic Center:

1-4 Hours Private Party No Kitchen	\$75.00
4-8 Hours Private Party No Kitchen	\$100.00
Over 8 Hours Private Party No Kitchen	\$200.00
Private Party with Kitchen (all times)	\$300.00
Meeting Room Rentals	\$30.00/hour

The following are the deposit fees created for the use of the Civic Center:

Security Deposit	\$250.00
Security Deposit when alcohol is being served	\$400.00
Sound System Deposit	\$50.00
Projector Deposit	\$50.00
Projector Screen Deposit	\$50.00
Key Rental Deposit	\$200.00

No alcoholic beverages are permitted in the venue unless served by a vendor with a "picnic license".

The security deposit will be deposited in a city account, and will be refunded after the event, if the venue has not been damaged, and has been cleaned to the satisfaction of the city. If the amount of deposit is greater than the cost of cleaning or damage, the difference will be refunded. If the cost of cleaning or damage is greater than the amount of deposit, the renter will be charged accordingly.

Note: THE ABOVE HOURS INCLUDE SET UP AND TEAR DOWN TIME. SET UP AND TEAR DOWN WILL BE THE RESPONSIBILITY OF THE RENTER.

NON-PROFIT ORGANIZATION CRITERIA:

- Non-profit organizations will receive a 50% reduction in rental fees by providing their non-profit status paperwork. All deposits must be paid in full.
- The organization must be a registered non-profit organization, and provide their non-profit status.
- The organization must be either located in the city or their work must benefit the city and/or its residents.
- The organization must state the purpose of the event, and how the revenue will benefit the citizens of Truth or Consequences.

RENTAL CRITERIA:

- The rental agreement must be submitted to the City Clerk's Office at the time of scheduling.
- To reserve the event, the amount of security deposit is due at the time the rental agreement is issued.
- All rental fees must be paid in full no later than 48 hours prior to the event.
- We need at least a 48 hour notice prior to any scheduled event.
- Cancellations must be made within 48 hours of event, or the security deposit will be imposed.
- If alcohol is served without meeting the requirements of being served by a vendor with a "picnic license", the city has the right to terminate the event and contact the appropriated authorities. Additionally, if these requirements are not met, this may result in fines imposed by the state and will result in the cancellation of the event.
- TULIP Insurance may be required for scheduled events.
- The client agrees to Hold Harmless the City of Truth or Consequences for any and all damages, including theft and disappearance of any and all equipment (owned or leased) by the Client. The City of Truth or Consequences does not assume any responsibility for damages or loss of any personal property left in the venue, parking or public areas.
- It should be noted that the Civic Center is utilized for senior activities Monday-Friday, 7:00 a.m. to 3:00 p.m. (*except on major holidays*).
- All senior activities during the designated time frame are free of charge. However, a rental agreement is required for each senior activity event.
- Paid events may be scheduled within the designated time frame of senior activities. If a paid event is scheduled within the designated time frame, proper notice will be posted on the Civic Center bulletin board.

Note: The City Manager may impose other use regulations as he/she may deem necessary, as long as those regulations do not subvert the intent of this policy.

NOW THEREFORE, BE IT RESOLVED by the City of Truth or Consequences Governing Body, that the fees, deposits, and regulations described herein are hereby enacted.

PASSED, APPROVED AND AMENDED this 12th day of June 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: H.4

SUBJECT: Discussion/Action - Publication of Ordinance 766 amending Chapter 11 pertaining to Solid Waste

DEPARTMENT: Community Development

DATE SUBMITTED: June 5, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Angie Gonzales, City Manager

Summary/Background:

Staff have reviewed the current code pertaining to Solid Waste and have recommended changes.

Recommendation:

Approve Publication of Ordinance 766

Attachments:

- Ordinance 766
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-12-24

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 ~~SOLID WASTE MANAGEMENT~~ 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. Permit—Required.

It shall be unlawful for any person 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 permit from the City. The City Commission shall set the permit 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 permit 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 permit 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. ~~Such containers shall be constructed of metal in such a manner as to be strong, not easily corrodible, rodentproof, with two handles, a capacity of not more than 30 gallons, and with tight covers.~~ 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) At those locations where the City furnishes a container, the City-owned containers shall be the only ones used. No rocks, bricks, metal, except food and beverage containers, or other items of like consistency shall be deposited in the City-owned containers. A cleaning fee may be imposed if loose wet refuse is deposited in a City-owned container.~~
- (b) The City-owned containers shall be the only containers used. 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 or around residential or commercial solid waste containers. Only regular household/business bagged garbage shall be deposited in the City-owned containers. 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 offense100.00
 - (3) Third and subsequent offenses200.00

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

~~The monthly fees shall be as follows:~~

- ~~(1) Residences: \$22.37~~
- ~~(2) Commercial establishments:~~

a.	<i>Class I.</i> Lodges (fraternal) without bars, churches, beauty shops, barber shops, T.V. shops, rock shops, jewelry stores, accounting, legal, medical, real estate, insurance, dental offices and miscellaneous small shops. Motels, hotels, and apartments with fewer than ten units and RV Parks with fewer than ten spaces.	\$44.85
b.	<i>Class II.</i> Lodges (fraternal) without bars, package stores without bars, service stations, garages, small grocery stores, body shops, small cafes, laundries, florists and small merchandising businesses. Motels, hotels, and apartments with ten to 20 units and RV Parks with ten to 20 spaces.	\$71.47
c.	<i>Class III.</i> Bars and package stores in conjunction with bars, medium sized store buildings, medium sized restaurants and cafes and governmental offices. Motels, hotels, and apartments with 21 to 30 units and RV Parks with 21 to 30 spaces.	\$104.69
d.	<i>Class IV.</i> Department stores, drug stores and banks. Motels, hotels, and apartments with 31 to 40 units and RV Parks with 31 to 40 spaces.	\$140.20
e.	<i>Class V.</i> Large restaurants, large grocery stores, hospitals, trailer parks. Motels, hotels, and apartments with more than 40 units and RV Parks with more than 40 spaces.	\$403.70

(3) *Reserved.*

(4) *Reserved.*

(Code 1962, § 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.

- (a) On or before October 1 of each year, the Municipal Clerk shall certify to the Governing Body a list containing any delinquent assessments with a penalty added for nonpayment of the assessment at the rate of one percent per month of any assessment confirmed by resolution and describe the parcel of real estate to which the assessment is applicable. After the certified list is accepted by the Governing Body, the assessment shall be a lien, when processed, against the parcel of real estate and shall be processed as provided in state law. Any such lien shall be a lien superior to all other liens except general property taxes upon the property so charged and a personal liability of the owner of the property so charged. The notice of lien shall comply with the requirements of the New Mexico Municipal Code and shall bear interest at the rate of eight percent per annum from the date of assessment. The lien may be foreclosed as provided by law.
- (b) A penalty of one percent per month shall be charged in all cases where payment is not made when delinquent.
- (c) For purposes of this section, "business establishment" shall mean each location at which business is conducted by an individual, associate, or corporate entity and each business at a common location which is separately conducted from other business at such common location.

(Code 1962, § 8-3-13)

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

There shall be collected by the City Clerk the sum of \$5.00 for the release of any lien for delinquent garbage fees in addition to the delinquent garbage fees plus penalty and interest. This charge shall be collected, whether release is sought prior to or after the commencement of foreclosure proceedings, to enforce the lien for delinquent garbage assessments.

(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 95 **96**-gallon eart **container** to each applicable account holder in the order determined by the ~~City Solid Waste Department~~ **Recycling & Waste Collection Center**. Additional poly-carts **containers** may be provided at the ~~current adopted~~ rate per month **set by Resolution**. **Residential accounts will be serviced one (1) time per week.** (~~maximum two carts per customer account.~~)

Commercial containers: The City shall provide either one minimum 95 **96**-gallon eart **container** or size appropriate dumpster(s) as determined by the ~~City solid Waste Department~~ **Recycling & Waste Collection Center**. Additional poly-carts **containers** may be provided at

the current adopted rate per month **set by Resolution. Commercial account service provided is set by Resolution with a minimum service requirement of one (1) time per week.** (maximum two carts per customer account.)

~~The account holder shall be charged at the current adopted rate per month for one pick up a week. The solid waste shall not exceed the receptacle capacity, and the containers lid must be securely closed when not in use.~~

(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. [Fees Collection Practices.]

~~(a) Collection fees.~~

Number of Pick-ups per Week	Residential Poly-cart (1)	Residential Additional Poly-cart	Residential Dumpster	Basic Commercial Poly-cart (1)	Basic Commercial Additional Poly-cart	Commercial Dumpster (Small)	Commercial Dumpster (Medium)	Commercial Dumpster (Large)
1	\$22.37	\$11.18	\$44.85	\$32.37	\$16.18			
2	N/A	N/A	N/A	N/A	N/A			
3	N/A	N/A	N/A	N/A	N/A			
4	N/A	N/A	N/A	N/A	N/A			
5	N/A	N/A	N/A	N/A	N/A			
6	N/A	N/A	N/A	N/A	N/A			

N/A = Not applicable/not available

Replacement poly-cart	\$60.00
----------------------------------	---------

~~Each July of every year hereafter the fees shall be adjusted automatically to reflect a five percent increase.~~

~~(b)~~ **(a)** *Pre-collection 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.**
- ~~(2)~~**(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.**
- ~~(3)~~**(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. ~~Poly-carts~~ **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 poly-cart containers** will be removed by the Sanitation Department. Failure to do so could result in a replacement charge to the account holder.
- ~~(4)~~**(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).

~~(e)~~**(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, ~~poly-cart~~ **container** may be placed at curb unless otherwise specified by the ~~City Solid Waste Department~~ **Recycling & Waste Collection Center**. The ~~poly-cart~~ **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. ~~Poly-carts~~ **Containers** must be set apart a minimum of 16 inches. The ~~reeceptacles~~ **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 ~~City Solid Waste Department~~ **Recycling & Waste Collection Center**. It shall be the responsibility of the resident to deliver the ~~reeceptacles~~ **container(s)** to such point for collection and return the empty ~~reeceptacles~~ **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 ~~poly-cart~~ **container(s)**. All collections made by the city for other than qualified physically disabled residents, (see exempt service collection), shall be made at curbside from the streets, except where special circumstances warrant otherwise and are approved by the City Solid Waste Department. See special services and fees subsections (d) and (e).

~~(d)~~ *Special services.* Upon request and for a fee (refer to subsection (e)) A special pickup will be provided for items that cannot be placed in poly-cart or dumpsters such as trash overflow, discarded furniture, appliances, yard waste, trees, tree and shrubbery trimmings, etc. Customers must call the office and make an appointment for the removal of such items. On the agreed appointment date and time customers will have items placed at the location specified by the Solid Waste Department and deemed acceptable and safely accessible for the city to remove such items. All costs and fees associated with this special service are payable at the time of removal and may not be applied to customers monthly bill.

~~(e)~~ *Special service fees.* (All fees subject to current GRT). Customer will be charged a fee of \$50.00 (fee includes one employee, trash truck or standard truck, fuel charges, and maximum one hour of labor) for any special services described above in subsection (d) (minimum one hour charge).

All loads picked up will be subject to disposal fee at the current adopted rate (See section 11-14).

Loads requiring special or extra equipment, more than one employee and for services requiring more than one hour (see below):

Solid Waste Equipment	Cost/Hour	
-Cost per employee	\$ 25.00	
Backhoe	35.00	

Dump truck	35.00	
Forklift	35.00	
Flatbed	35.00	
Skat trak	45.00	
Rear load trash truck	45.00	
Other equipment	40.00	

Each July of every year hereafter the fees shall be adjusted automatically to reflect a five (5) percent increase.

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

Sec. 11-14.2 Exempt Service Collection is hereby repealed as shown below.

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

~~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 disability preventing you from rolling the carts to the curb or specified collection point.~~
- ~~• Submit the completed application to the Solid Waste Department (see application for submission options).~~
- ~~• 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.~~
- ~~• 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 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.~~

~~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 fees as stated in collection fees, [subsection (a) and special services and fees subsections (d) and (e) as warranted.~~

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

Sec.

11-14.2

Reserved.

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.

~~Sec. 11-16. Disposal fees for residential/commercial haulers and for the roll-off from the Sierra County Convenience Center.~~

~~(a) Definitions:~~

~~*Construction and demolition (C&D) debris* means materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard and lumber from the construction or destruction of a structure or project, and includes rocks, soil, tree remains, trees and other vegetative matter that normally result from land clearing. If construction and demolition debris is mixed with any other types of solid waste, it loses its classification as construction and demolition debris. Construction and demolition debris does not include asbestos or liquids, including, but not limited to, waste paints, solvents, sealers, adhesives or potentially hazardous materials.~~

~~*Ferrous metal* means any iron or steel scrap that has an iron content sufficient for magnetic separation.~~

~~*Municipal solid waste (MSWI)* refers to all solid waste generated by residential, commercial and institutional sources, and all solid waste generated at treatment works for water and waste water, which are collected and transported under the authorization of a jurisdiction, or are self-hauled. Municipal solid waste does not include construction and demolition (C&D) waste, agricultural crop residues, animal manures, mining waste and fuel extraction waste, forestry waste, and ash from industrial boilers, furnaces and incinerators.~~

~~*Nonferrous metals* means any scrap metals that have value and are derived from metals other than iron and its alloys in steel. Nonferrous metals include aluminum, copper, brass, bronze, lead, zinc, and other metals. A magnet will not adhere to nonferrous metals.~~

~~*Operational costs* means those costs incurred while maintaining the ongoing operation of a program or facility, and do not include capital costs.~~

~~Waste-diversion~~ means to divert solid waste, in accordance with all applicable federal, state and local requirements, from disposal at solid waste landfills for recycling, reuse, composting, or beneficial use.

~~White-goods~~ means discarded, enamel-coated major appliances, such as washing machines, clothes dryers, hot water heaters, stoves and refrigerators.

~~Yard waste~~ means any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, grass and yard clippings, leaves, tree trimmings, pruning, brush, and weeds.

- (b) ~~On or about April 13, 2010, the City Commission of the City of Truth or Consequences approved and adopted Resolution No. 25-09/10 which imposed disposal fees for residential/commercial haulers and for the roll-off from the Sierra County Convenience Center. The City Commission has determined that Resolution No. 25-09/10 has been effective. The City Commission hereby codified the provisions of the said Resolution into this section as described below.~~
 - (c) ~~A disposal fee of \$3.00 per cubic yard plus gross receipts tax will be charged. Any unloading on off days will require approval prior to unloading and an additional \$25.00 plus tax shall be added to each load.~~
 - (d) ~~All haulers will be billed on a monthly basis. All collection fees shall be payable to the City of Truth or Consequences Utility Office. Any delinquent payments after 30 days will result in late fee charges and may result in that particular hauler being prohibited from using the landfill.~~
 - (e) ~~Unloading of commercial trucks will not be allowed until the loads are inspected by the landfill operator or assistant, and all load slips must be signed and completely filled. The City's landfill operator reserves the right to refuse any load that does not comply with state or federal regulations. All rates may be adjusted for fuel or operational cost.~~
- ~~Commercial rate fees of \$57.63 plus gross tax receipt will be added to any commercial or contractor if loads are mixed. Residents shall pay the \$2.00 per percent of mixed waste per cubic yard.~~
- (f) ~~Commercial/residential haulers must submit a request to the City of Truth or Consequences Utility Office before using the City landfill. No hauler will be allowed to dispose of waste without written consent from the utility office.~~
 - (g) ~~Tire disposal fees will be as follows:~~

~~ATV, motoreycle, bicycles, wheel barrels, est.\$1.00 each~~

~~Regular car tires and regular truck tire 2.00 each~~

~~Large irregular truck tires 3.00 each~~

~~Semi-truck, dump truck, trash truck or bus tires 10.00 each~~

~~Farm equipment tires or small tractor tires 10.00 each~~

~~Construction earth moving equipment (consists of) 25.00 each~~

- ~~Backhoe consists of two-wheel drive or four-wheel drive~~
- ~~Grader~~
- ~~Scrapers~~
- ~~Bobcat or skid-steer loaders~~
- ~~Large construction forklifts~~

~~Sanitation Director may refuse or permit any company, business or residents from delivering tire.~~

(Ord. No. 631, § 1, 11-27-12)

Sec. 11-16 Reserved.

Secs. 11-17—11-35. Reserved.

ARTICLE II. RESERVED¹

¹Editor's note(s)—Section 1 of Ord. No. 644, adopted Nov. 12, 2013, repealed former art. II, §§ 11-36—11-54, which pertained to litter, and derived from the 1962 Code, §§ 6-7-1—6-7-18; Ord. No. 481, § 1, adopted Aug. 14, 2000; Ord. No. 632, § 1, adopted Nov. 27, 2012; and Ord. No. 649, § 1, adopted Nov. 12, 2013.

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: June 12, 2024

Agenda Item #: I.1

SUBJECT: Discussion/Action – 709 Broad Street Property Abatement Extension Request

DEPARTMENT: Community Development

DATE SUBMITTED: June 4, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

On January 3rd the City Commission granted Bibiana Gower, property owner of 709 Broad, an additional 6 months to address the violations noted in Resolutions 25 23/24 and 26 23/24. Commission noted that when the 6 months are up, she can present the progress that she has made and notify the Commission of any obstacles she has encountered. At that time the Commission will decide if they want to grant more time. Ms. Gower has submitted a letter requesting more time.

Recommendation:

Review request for property abatement extension

Attachments:

- Email requesting placement on the agenda for consideration of extension
- Resolutions 25 23/24 & 26 23/24
- Applicable Meeting Minutes 1-3-24

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-12-24

From: jrubin@zianet.com
To: [Bibiana Gower](#); [Traci Alvarez](#)
Cc: [Gonzales, Angela](#); sharlalholman@gmail.com
Subject: Re: Bibiana Gower Attendance to the next Commission Meeting Resolution 25 23/24 & 26 23/24
Date: Monday, May 20, 2024 1:15:38 PM

Dear Ms. Gower,

Thank you for your phone call this morning. After speaking with you, I was contacted by the City. It has been decided that this matter will be placed on the agenda for the first City Commission meeting in June. It was felt that since the City Commission imposed the deadline, it should be their decision whether to extend it.

Thank you,

Jay Rubin, City Attorney

Bibiana Gower writes:

Good morning Angela, can I please get put on the agenda for the next City Commission Meeting. I need to request a 6-month extension on cleaning my property at 709 Broad Street T or C, NM 87901. Resolution No. 26 23/24 (House egress) was completed the first 1-2 months into this year with new windows, a new door and no obstructions to pathway. I need to request No. 25 23/24 extension on removing trash and debris and weeds. The property has had allot of changes as Officer Knull, I believe will agree and would testify on my behalf to request the extension. I have 4 boats I await the dump to allow me to bring to them and I have 4 campers left (of many) that I am removing. Many dump runs and many other vehicles/boats/RV's, trash, metal and debris already removed. Can I request to attend the meeting audio? Or Video?

To the Mayor, the City Commissioners, Officer Knull and City Attorney, I will send an separate email of work completed between April and May shortly.

Resolution No. 25 23/24
Resolution No. 26 23/24

Bibiana (Vicky) Gower
(505) 403-3930 or (505) 639-0981

From: Torres, Angela <aatorres@torcnm.org>
Sent: Friday, December 29, 2023 10:20 AM
To: Bibiana Gower <bibiana172@gmail.com>; Bibiana V. Gower <bvgower@bernco.gov>
Subject: RE: Inspection of Public Records Act Form- Request

CAUTION: This email originated from outside of Bernalillo County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CITY OF TRUTH OR CONSEQUENCES

CITY COMMISSION

RESOLUTION NO. 25 23/24

A RESOLUTION REQUIRING THE PROMPT REMOVAL OF WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE FROM THE PROPERTY AT 709 BROAD STREET, TRUTH OR CONSEQUENCES, NEW MEXICO; FINDING THAT THE PRESENCE OF THE WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE IS A MENACE TO THE PUBLIC COMFORT, HEALTH, SAFETY AND WELFARE; PROVIDING THAT THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY MAY FILE WRITTEN OBJECTIONS TO THIS RESOLUTION AND SEEK A HEARING BEFORE THE GOVERNING BODY, AS PROVIDED BY STATUTE; AUTHORIZING THE CITY MANAGER TO REMOVE THE ACCUMULATED RUBBISH, WRECKAGE AND DEBRIS FROM THE PROPERTY AND DISPOSE OF IT IF THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY DOES NOT TIMELY DO SO; PROVIDING THAT THE CITY OF TRUTH OR CONSEQUENCES SHALL RECOVER ITS COSTS INCURRED FOR THE REMOVAL AND DISPOSAL OF THE WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE AS AND TO THE EXTENT PROVIDED BY STATUTE.

WHEREAS, it has been brought to the attention of the City Commission, the governing body (hereinafter, "Governing Body") of the City of Truth or Consequences (the "City") that since at least July 11, 2023 there has existed an accumulation of rubbish, wreckage, junk, auto parts and debris on the residential property at 709 Broad Street (the "Property"), which is located within the City; and

WHEREAS, on information and belief the Property is owned by Bibiana Gower (hereinafter "Owner"); and

WHEREAS, the Governing Body is reliably informed that the presence of the accumulated junk, auto parts, rubbish, wreckage and debris violates the City's ordinances relating to the use of residential property and, in particular, violates Section 6-72, Section 6-74, Section 6-77, Section 6-75, Section 6-78, Section 6-52, and Section 4-229 of the City's Code of Ordinances, prohibiting the accumulation and presence of materials that would inhibit reasonable egress from the Property and reasonable access to the property by the Fire Department in the event of fire or other emergency; and

WHEREAS, for the foregoing reasons the Governing Body finds that the presence of the accumulated rubbish, wreckage and debris constitutes a menace to the public comfort, health, safety and welfare, and may also be a fire hazard and the risk imposed on adjacent properties and

public rights of way in the event of fire or other emergency, and must therefore be removed from the Property to protect the public health, safety and welfare; and

WHEREAS, the Governing Body has authority to require the removal and disposal of the accumulated rubbish, wreckage and debris from the Property pursuant to Section 3-18-5, NMSA 1978, and the procedures and safeguards set forth in this Resolution; and

WHEREAS, pursuant to Section 3-18-5(F) NMSA 1978, the costs incurred by the City for the removal and disposal of the accumulated rubbish, wreckage and debris shall constitute a lien on the Property where it is located, which lien may be foreclosed in accordance with Sections 3-36-1 through 3-36-6, NMSA 1978.

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

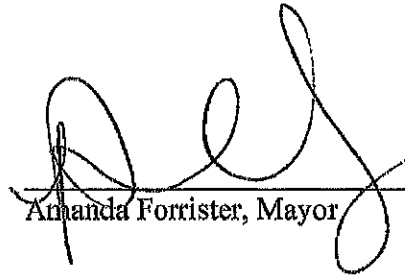
1. By this Resolution and in accordance with Section 3-18-5, NMSA 1978, Owner is ordered to promptly remove all accumulated rubbish, wreckage and debris from the Property and either dispose of it or, to the extent any of it may be usable for any purpose, Owner may store it safely in an appropriate legal location outside the City, or within the City in a location where storage of such materials is permitted under the City's Code of Ordinances and in accordance with the requirements of all applicable City ordinances.

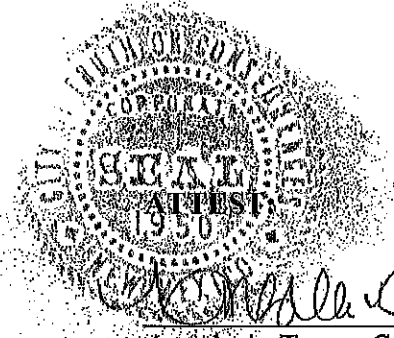
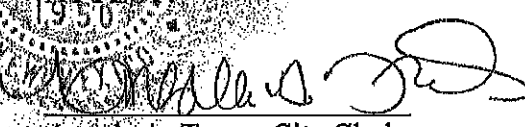
2. Removal of the accumulated rubbish, wreckage and debris shall commence and be completed no later than ten (10) business days following service of this Resolution upon Owner, which service shall be deemed complete upon the mailing of a copy of this Resolution to Owner at his last known mailing address and the posting of a copy of this Resolution on the Property. The removal may also include any and all obstructions that may inhibit the City to perform its removal.

3. In the event that removal of the accumulated rubbish, wreckage and debris is not commenced and completed by or on behalf of Owner within the time period specified herein or such extension or extensions of time as may be lawfully required in accordance with Section 3-18-5, NMSA 1978, then the City Manager shall and is hereby instructed to cause the removal and disposal of the rubbish, wreckage and debris in the manner provided by Section 3-18-5, NMSA 1978. As provided in Section 3-18-5(F), the reasonable costs incurred by the City to remove and dispose of the rubbish, wreckage and debris, and thus to bring the Property into compliance with applicable City ordinances and regulations so that it no longer impairs the public health, safety and welfare, shall be a lien upon the Property and shall be foreclosed in the manner provided by Sections 3-36-1 through 3-36-6, NMSA 1978.

4. If the Owner or any occupant of the Property or agent of the Owner of the Property objects to this Resolution or any provision hereof, such Owner, occupant or agent may, within ten (10) days following service of this Resolution as provided herein, file written objections in the office of the City Clerk of the City of Truth or Consequences and the City will thereupon provide for a hearing before the Governing Body to consider this Resolution and the objections, in accordance with Section 3-18-5(D), NMSA 1978.

**PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Truth
or Consequences, New Mexico, this 13th day of December, 2023.**


Amanda Forrister, Mayor



Angela A. Torres, City Clerk

CITY OF TRUTH OR CONSEQUENCES

CITY COMMISSION

RESOLUTION NO. 26 23/24

A RESOLUTION FINDING THE PROPERTY AT 709 BROAD, TRUTH OR CONSEQUENCES, NM, TO BE A DANGEROUS AND UNSAFE STRUCTURE AND AUTHORIZING DEMOLITION.

WHEREAS, the City of Truth or Consequences wishes to pursue the removal of dangerous and unsafe structures within the City, and;

WHEREAS, pursuant to City Code Chapter 4, Article IV Section 4-226 through 4-235 regarding dangerous and unsafe structures, City administration has identified the structure located at 709 Broad to be a dangerous building. The violations include, but are not necessarily limited to, those items listed in the _____ Inspection Report, a copy of which is attached hereto as Exhibit 1.

WHEREAS, the City has followed all of the required procedures as follows:

1. Certified letters were sent stating the violation and action to be taken by the owner(s).
2. The certified letters were duly sent to all those known to have an interest in the property. The certified letters were not claimed.
3. The owners were allowed 15 days from receipt of the letter to take action.
4. As no action had been taken after 15 days, the property was posted with a condemnation notice.
5. Commission action is now needed to approve the demolition of the structure(s), and;

WHEREAS, the City has followed all of the required procedures for notification as described in City Code for the removal of the structure(s).

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

The City of Truth or Consequences through its Governing Body agrees to direct staff to take all actions necessary to implement the removal of structure(s) at 709 Broad, Truth or Consequences NM.

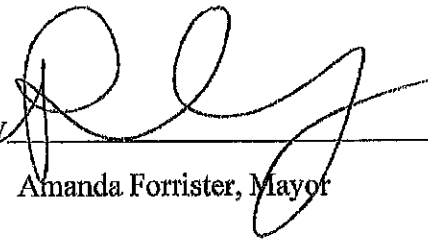
The City may also claim and record a lien for the reasonable cost of removal of the structure(s) and related materials, and associated legal fees plus interest.

Any entity who can establish an ownership interest in the above-described premises has the right to file an objection to this Resolution with the City Clerk's office located at 505 Sims, Truth or Consequences, NM. Said objection must be filed within ten (10) days of the Resolution being served upon those claiming an interest, or if no such person can be found, then ten (10) days from the date of publication. A copy of the Resolution shall also be posted on the premises.

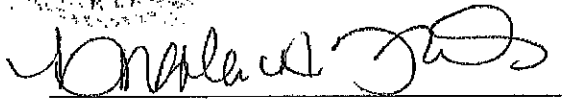
If a timely objection is filed, the City Commission will schedule a hearing to decide the merits of the objection.

PASSED, APPROVED AND ADOPTED THIS 13th DAY OF DECEMBER, 2023.

CITY OF TRUTH OR CONSEQUENCES

By 
Amanda Forrister, Mayor





Angela Torres, City Clerk

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Foch Street design conceptual plan is included in the packet. It is 100% complete in design, and there is no cash match on this award.

Commissioner Fahl moved to approve Resolution No. 30 23/24 Foch Street Renovation Project. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Amendment to Holiday Resolution No. 16 23/24.

City Clerk Torres: An amendment to the 2024 city holiday schedule was made on November 15, 2023 amending the dates on Christmas Day. After the November 15th meeting, it was discovered that the portion of the holiday schedule that says "Holidays are paid at 8 or 4 hrs. time and a half if worked and straight 8 or 4 hrs. if not working" is against our city policy. Therefore, we are removing that language from the resolution, and we ask for your approval of the amended resolution.

Mayor Pro-Tem Forrister moved to approve the amendment to Holiday Resolution No. 16 23/24. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. NEW BUSINESS:

1. Discussion/Action: Bibiana Gower Appeal of Resolution No. 25 23/24 and Resolution No. 26 23/24.

City Attorney Rubin: We are here today on the basis of Resolution No. 25 23/24 and Resolution No. 26 23/24 that were passed at the last meeting in reference to 709 Broad Street. One resolution dealt with the fact that there was an accumulation of rubbish, wreckage, litter, junk etc. on the property, and the other resolution dealt with the fact that there was a dangerous building which we are seeking to have removed. The Commission approved both of the resolutions pursuant to the resolution itself, our city code and state statute, Ms. Gower was served with the resolutions, and she had the opportunity to file an objection with the City Clerk's Office, which she has done. The objection is the email that is included in your packet. Ordinarily, when you have a situation that deals with somebody's property rights, I will advocate that you follow what is formally known as the Battershell process, which is a semi-formal approach to a situation where the city presents their case, everybody testifies under oath, and then the property owner is given the opportunity to testify and call on any witnesses they wish to have testify. In Ms. Gower's email she said that she has objections, but she did not specify what the objections were. I had the pleasure of meeting with Ms. Gower for a few minutes before the meeting started, and the objection may not be a factual thing, I think it may have to do with a procedural or time frame thing. So, with that being said, we may want to hear from Ms. Gower first, and she can maybe explain to us what her objection is, and then we can maybe go from there.

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~~Mayor Hechler: I am going to deviate from that slightly. I would like to first hear what the complaint is, and give Ms. Sweeney the chance to explain the violations, and then we can go from there.~~

City Clerk Torres administered the Oath to Bibiana Gower, Code Enforcement Officer Jamie Sweeney (via telephone), Tyler Knull, Animal Control Officer/Code Enforcement, and Traci Alvarez, Assistant City Manager.

City staff testimony:

Jamie Sweeney, Code Enforcement Officer: I was made aware of this property back in January or February of last year. I received a call from Assistant City Manager Alvarez about the property because there were some concerns about it. I went over there, and I immediately noticed that it was full of junk vehicles, it had some weeds, and there was trash thrown everywhere. The outside of the house was in pretty bad shape. The outside structure of the house wasn't so much. I did notice that some windows were boarded up, so I started banging on the door and announcing that I was there, and I heard a voice from inside there. I was made aware that nobody was supposed to be there so I immediately backed up and I notified law enforcement to go there. While I was waiting, an individual I knew through previous experiences came outside, and then law enforcement showed up. I guess the individual had broken into the house. He did not have permission to be there so while we did that, we cleared the rest of the residence to make sure that nobody else was in there, and I could immediately tell from the inside of the house that it was completely trashed. The previous owner seemed to be a hoarder and there were all kinds of things in there. So, from that, I immediately knew right then from February that there were violations. At that time, I believe I spoke to Ms. Gower on the phone, and I explained that there were some violations. I didn't send a letter. I didn't do anything. I just explained that there were some violations there. So, fast forward, I want to say it was in July (*Tyler can verify the date*) that I officially sent the letter that I send to everybody. I sent the letter because I went back up there and there wasn't too much progress being done on the property. I then went and officially sent the certified letter that I send to every person who has a violation, that explains the violations and I believe it included the dangerous structure. I then had contact with Ms. Gower and I explained the violation. She explained her situation. She explained that I believe it was her father who owned the property. He was a hoarder, and he had a bunch of stuff there. I explained to her that I would work with her, as long as she is making progress. As long as they are moving the stuff at a steady space and they are cleaning it out, I am willing to work with them. Then fast forward to September, I went back up there and I took pictures, the property was still in pretty bad shape. I then immediately noticed that there was stuff moved, but it wasn't a lot. I wasn't getting updated photos or any of that, so we then decided to send it over to Planning & Zoning. Then there was a little bit of communication between me and Ms. Gower. She had sent me a picture of a truck or trailer where she moved some stuff off the property, and then she explained that she had 6 vehicles moved off of the property at that time. This property is massive. It sits off from the side and you wouldn't even know it was there. I

didn't even know it was there. My officers didn't even know where it was when I called it out. That's how far off it sits, and the problem is that we've had a few reports of stuff happening there, including somebody breaking into the house. Due to where it is located, it invites vagrants because you can tell nobody lives there, and there is a large amount of junk in the yard. Animal Control Officer Knull was there as a witness when I spoke to Ms. Gower, and she was really upset about everything. She said it was unrealistic of me to expect for her to move all the stuff off of the property, and I explained again to her that it wasn't being done in the amount of time that was given to her, and she explained that she did have a life, and she has other priorities. She doesn't live here, and it is not a property that she is at quite often. It is still in pretty bad shape. Yes, there has been stuff moved off of it, and it has been cleaned, but it is almost going on a year from the first correspondence conversation that I had with her. I didn't officially send the letter until July, but 6 months is quite a bit of amount of time to get the property cleaned if you are consistent. The reason why we decided to turn it over to the Commission was because somebody was complaining about the property.

Tyler Knull, Animal Control Officer/Code Enforcement: I was with Officer Sweeney when she started this process, and as she stated, she did send out a certified letter on July 11, 2023 informing Ms. Gower of the violations under Sec. 6-72. Declaration of nuisance; Sec. 6-74. Unsanitary premises; Sec. 6-75. Hazardous premises; Sec. 6-77. Storage on private property; Sec. 6-78. Weeds, responsibility of owner; Sec. 6-52. Prohibited motor vehicles; Sec. 4-229. Dangerous structures or premises. She was given 15 days, according to the violation letter. As Officer Sweeney stated, she did turn it over to Planning & Zoning on September 5, 2023 so they could begin their process with it. I will explain the current violations, and what the ordinance says for each violation:

- **Sec. 6-72. Declaration of nuisance:** In the interest of the inhabitants of the City, it is necessary to prohibit the accumulation of junk, trash, solid waste, debris, garbage and refuse on property within the corporate limits of the City by declaring such accumulation a nuisance. Violations of this article are a public Nuisance.
- **Sec. 6-74. Unsanitary premises:** It shall be unlawful for any person to permit in or about his premises trees, weeds, briars, brush, shrubs, machinery, appliances, scrap metal, lumber, logs, pilings, open pits, quarry, cistern, well or other excavation without barriers, or any other waste, rubbish, or debris to become, in any way, hazardous or injurious to public health, to create a fire danger, or to obstruct pedestrian or vehicular traffic.
- **Sec. 6-75. Hazardous premises:** It shall be unlawful for any person to permit in or about his premises trees, weeds, briars, brush, shrubs, machinery, appliances, scrap metal, lumber, logs, pilings, open pits, quarry, cistern, well or other excavation without barriers, or any other waste, rubbish, or debris to become, in any way, hazardous or injurious to public health, to create a fire danger, or to obstruct pedestrian or vehicular traffic.
- **Sec. 6-77. Storage on private property:** It shall be unlawful for any person to leave outside any building or dwelling in the City any dilapidated furniture, appliances, machinery, equipment, building material, junk, or other items which are either wrecked, junked, dismantled or in inoperative condition, and which are not completely enclosed within a building or dwelling, or behind a privacy fence. All fences must be permitted and constructed as provided in chapter 26, land use.

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- **Sec. 6-78. Weeds, responsibility of owner:** It shall be unlawful for any owner, agent, lessee, or occupant of any lots, tracts or parcels of land within the City to allow weeds to be planted, lie, grow or be located upon any such property or along any street adjoining the same between the property line and the curb line thereof. Weeds include, but are not limited to (the code lists several variations).
- **Sec. 6-52. Prohibited motor vehicles:** No person shall park, store, leave, or permit the parking, storing or leaving of any motor vehicle of any kind which is in an abandoned, wrecked, dismantled, junked or partially dismantled condition, whether attended or not, upon any public or private property within the City for a period of time in excess of 72 hours. The presence of an abandoned, wrecked, dismantled, inoperative, junked, or partially dismantled vehicle or parts thereof on private or public property is hereby declared to be a public nuisance which may be abated as such in accordance with the provisions of this article.
- **Sec. 4-229. Dangerous structures or premises:** For the purpose of this Code, any building, structure or premises that have any or all of the conditions or defects described below shall be considered dangerous: (1) Any door which is unsecured or any door, aisle, passageway, stairway or other means of egress, including windows, that does not conform to the current New Mexico Building Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings. (2) The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress. (3) Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged. (4) Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. (5) Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads required by the New Mexico Building Code. (6) The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way. (7) The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. (8) Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety. (9) A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing

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system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. (10) Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such.

Tyler Knull, Animal Control Officer/Code Enforcement went on to say that kind of explains each of the violations. As Officer Sweeney has said, not much has changed. I went by the property today, and I took updated photos. *(Tyler Knull, Animal Control Officer/Code Enforcement provided copies of the photos to the Commission)*. We also have reports that I got from Central Dispatch Call for Service Records for the property. There were 6 different calls for service for that property. 3 were for breaking and entering; 1 was a trespass call; 1 was a burglary call; 1 was a call for theft. In one of the calls for service, the reporting party stated that she had received pictures of the building being stripped for parts. In another one she said that she believed the property was unsafe so on September 17, 2022, she stated to Central Dispatch that she felt that the property was unsafe due to a breaking and entering property being stolen.

Assistant City Manager Alvarez:

Opponent of Resolution No. 25 23/24 and Resolution No. 26 23/24:

Bibiana Gower, property owner of 709 Broad: So, first of all, my objection for Resolution No. 25 23/24 and Resolution No. 26 23/24 is to squash it. I feel that I was only provided a certified letter. I was not provided information for Resolution 26 23/24 correctly. I was sent a certified letter on the 21st of December, and it did not include all of the resolutions.

City Attorney Rubin: Have you been provided a copy since then? Have you had a chance to review them? You called me right after that, and I said that I have the packet for you. Have you seen the resolutions?

Bibiana Gower, property owner of 709 Broad: Yes. You also said that you were going to send them to me certified, because 306 Foch did not have 709 Broad. Going back to Jamie, I did not speak to her any time before July 21, 2023. She was on my property. I have a friend of a friend send a video to me, so if she talked to anyone, she talked to a friend of a friend. I was never given this information. I had called many times over that precinct, and I will get records and send them to your emails. The letter that I got was just for the violation. I did not receive anything prior to that. I have been asking for pictures, and I have been asking for descriptions so I can understand what it is that the City of T or C needs me to do. I have done what I know to do in a matter of 3 months before this got turned over, and those are the pictures in your packet. I apologize because I am nervous and upset. This whole situation is just insane. This is the first time I heard the descriptions. I have still been asking for pictures, and I have been asking for understanding of what the dangerous and hazardous stuff is, and I have never been provided with anything. Since the 21st of December, I have asked for the

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IPRA forms to get the actual documents from everybody, because everybody seems to know what is going on, but nobody has been communicating with me on what needs to be done. The time frame between July and October was only 3 months, and what I sent them, she repeated that it was unrealistic, but was unrealistic is the miracle that she is wanting me to do, other than what I have already done within those 3 months. She then read a letter: "Good morning, my name is Bibiana Gower, I am a homeowner of 709 Broad Street. I am here with an objection to Resolution 25 23/24 and 26 23/24. My father has owned that property since 2006, which is approximately 18 years. In 2019, he became ill and stopped tending to his property. Vagrants and thieves have stolen, vandalized, and trashed the property. Everything inside and in storage units was rummaged through and brought outside and was left out all over the property. They have tagged the house, and they have broken windows. My dad and I have been victimized all through his sickness and until his death. He died in 2021 of stage 4 cancer. This is my statement of facts. I was notified by a resident of T or C, a friend of a friend, that the Code Compliance Officer was on my property on January 5th. I have a video of her being there. I never spoke with her, ever, until after July 2023. She spoke to a friend of a friend, and I don't even know that friend's name. I called the precinct number at (575) 894-1204 approximately 15 times, and I left messages between January through May and I have never been given a call back. I will and I can, and I'm going to my mobile place and get those records. At no time have I ever gotten a call back, so I don't even know what violations there were, or what was wrong, other than the people that they pulled out from that property that broke in and did not belong there. On July 20th, I received a certified letter from Jamie that was one page long. It had no explanation of the code violations and there were no pictures. On July 21, 2023, I drove from Rio Rancho to her office to confront her findings. I asked for a couple of months to get started due to our record heat. I asked that she please work with me. She said that she would, and she gave me her phone number, but I feel that she did not work with me. In September and October, we removed approximately 2500 lbs. of trash and debris, and those are the pictures that were provided. 6 vehicles, including boats and RVs that were able to be moved, and many thousands of pounds of metal was removed. Since October 3rd, more vehicles have been removed from the property. That would include 3 more. Everything that is there right now are things that I was unable to get rid of. Nobody will take them, so I have that issue, and I have a question for that at the end of my statement. On October 25th I received another certified letter from the City Attorney. I called Jamie Sweeney on her cell phone and spoke to her for 9 minutes. Yes, I was very upset. I cannot perform a miracle in 3 months, but I did do a lot. I feel that I did a lot. I got 2500 lbs. and hundreds of pounds of metal and vehicles moved. I got that done in 3 months time which I feel is a lot. I had been working on the property, and Jamie advised that she would work with me. I have my Pastor James Washman, and my dad's mechanic to advise differently from what she says, because she states that I did not work on the property, and I did. Those are pictures that you have. I then called the attorney, and he advised that I had until November 15th to respond to him or he would take it to this committee on December 13, 2023. I sent an email on 11/9/23 and I did a follow up call on 11/15/23, and I was advised that I was in good standing. On December 21, 2023 I received a certified letter and Resolution No. 25 23/24. Not Resolution No. 26 23/24. I did not receive any other resolution pertaining to me, but documents pertaining to 306 Foch. This information was not correct. I called the City Attorney, and he advised that this was routine, to submit resolutions. I expressed that I was upset. That is not right. I was told that I was good to continue cleaning the property. Mr. Rubin advised that he would re-send the certified letters with the correct resolution, but he has not done that. On December 21st, I called

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the City Clerk to object to the resolution, and request information for public records of pictures and correspondence between the City Manager, City Attorney and Code Compliance Office, through the Inspection of Public Records Act. I still as of December 21st do not know what the violation is, I do not know what hazardous materials are there and I do not know what dangers are on the property other than weeds, which I understand. Storage, I understand. Unsanitary premises I just assume is all of the trash and debris which I hauled 2500 lbs. You can see pictures of the dump truck that I had. On December 22nd, I was informed by the City Clerk that I would receive documents on January 8th. However, I did receive some pictures from Jamie and that is what you have on file. In conclusion, I was told by two different officials that they would work with me and I feel that they did not. It is upsetting that within 6 months of being a homeowner at 709 Broad Street is going before the committee. The Resolutions kind of dictate what is going to happen to my property. I have been working with you guys and I feel that this has gone too far for such a short period. I haven't been given enough time to work on these things. I expect our City Code Compliance Officer and City Attorney to be fair, and to be just, but I don't feel that is very realistic. I have had 9 vehicles and 2500 lbs. of trash and debris removed, and hundreds of pounds of metal that has been destroyed. Moving forward, I am asking the City of Truth or Consequences to squash Resolution 25 23/24 and Resolution 26 23/24 and to work with me as a homeowner to continue cleaning the property to be up to standard."

I am asking for an explanation of what is dangerous and hazardous on the property, and will you work with me if I can get that part taken care of immediately. It is almost impossible to get rid of those trailers that are destroyed. Nobody wants the RV's and the boats that are on the property, and I can't take them to the dump. The only way to get rid of this stuff is to take it to Las Cruces as far as I know, and I will need tires, and I will need to pay somebody to haul them long distance, and I will need to pay somebody to take it and tear it apart. That is a lot of work, and it is not something that I am able to do.

Mayor Pro-Tem Forrister: The house in general is the dangerous structure because the windows are boarded up and there are vagrants that are going in there and living in there and that is what they have to respond to, and that is what makes that structure dangerous.

Bibiana Gower, property owner of 709 Broad: I can get a statement from my pastor. He has changed the locks many times, and he has also changed the doors. They keep breaking everything. I have metal doors, and they break through the metal screen. They have also broken all of the windows so took all of the windows out and we boarded it. As far as I know, that is not a crime to have boards on your windows. That happens when storms happen. People keep on breaking in there. I do need to deal with this. I do need to put in lights, and I need to put cameras up, but I am not able to do that right at this moment. I would like to squash the resolutions.

Mayor Hechler: I think the resolutions have to stand. However, I think this body is going to try to work with you within reason. The letter we have here is dated for July 11, 2023, so that was your official certified notice that we had an issue there. I visited the property yesterday, and what you have is an attractive nuisance, and it is inviting vagrants, and it is inviting homeless folks to come up there to it because of the way it looks. It looks

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abandoned, and it looks like it is in need of some attention, and because of that it creates some problems, and it creates problems for our community and that is why we need to have this thing rectified. Does anybody have any idea of what to do with abandoned motor homes or abandoned vehicles. Is there a way to deal with these things or do you have any suggestions.

Assistant City Manager Alvarez: I've seen where people have advertised where they are willing to pick up vehicles or motor homes for scrap metal.

Mayor Pro-Tem Forrister: I think Reeds Tire does that, and if not, I think he can steer you in the right direction.

Bibiana Gower, property owner of 709 Broad: I have been told that a lot of people will not mess with RV's because the majority of the trailer is insulation. They will take the metal frame, but I have to be the one to get that down to the metal frame for people to take, and I don't know how to do that.

Assistant City Manager Alvarez: We do have some local contractors that we have hired to abate properties. They have the equipment and the ability to do so.

Mayor Hechler: Would you ask Ms. Sweeney and Mr. Knull to give her some information or a point of contact so we can try to get some help for this lady. The other alternative is if you let the city go in and clean it up, they are going to send you a bill. It may be more expensive that way than it would be if you did it.

Bibiana Gower, property owner of 709 Broad: That is why I am objecting the resolution, because you guys are going to send somebody in, and who knows how much they are going to charge me, and if I don't have that, then that is a lien against my house, and that lien is foreclosable so that is not very fair. I am working with what I have to work with, and I have done a tremendous amount of stuff in a short period of time.

Mayor Hechler: What is a reasonable timeframe for you?

Bibiana Gower, property owner of 709 Broad: I am asking for a year to get rid of the stuff. There are at least 10 RV's and trailers that I need to get tires for and find a place for them. I also need to know what the dangerous structure is.

Jamie Sweeney, Code Enforcement Officer: We have a list that we go off of for a dangerous structure, and I've marked several violations. It is not just the trash. There are several things that were marked.

Commissioner Mitchell read the violations that were provided in last month's meeting packet when the resolution was approved.

- Any door which is unsecured or any door, aisle, passageway, stairway, or other means of egress, including windows, that does not conform to the current New Mexico Building

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Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings.

- The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
- The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger; becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

Mayor Hechler: I would advise a site visit with Ms. Gower and Mr. Knull so he can point out the violations to Ms. Gower, so she is aware of what is being required.

Mayor Hechler made a motion to grant Bibiana Gower an additional 6 months to address the violations, and when the 6 months are up, she can present the progress that she has made and notify the Commission of any obstacles she has encountered. At that time the Commission will decide if they want to grant more time to Ms. Gower. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Appointment of Shenniah Bree Nisly to the Recreation/Golf Course Advisory Board.

City Clerk Torres: The Recreation/Golf Course Advisory Board has 4 vacancies on their board. On December 11, 2023, the board recommended the appointment of Shenniah Bree Nisly to serve a 2-year term on the Recreation/Golf Course Advisory Board. If appointed, she will serve a 2-year term on the board.

Commissioner Fahl moved to appoint Shenniah Bree Nisly to serve as a member on the Recreation/Golf Course Advisory Board. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.2

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

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 6, 2024

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Attorney Rubin

Summary/Background:

On May 22, 2024 the Governing Body voted to deny a variance application to permit the placement of shipping containers at 500 N. Date Street. City Attorney Rubin has prepared an Order denying the Variance application to permit the placement of shipping containers at 500 N. Date Street.

Recommendation:

Approve City Commission Order.

Attachments:

- City Commission Order

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-12-24

CITY COMMISSION ORDER
DENYING VARIANCE APPLICATION
TO PERMIT THE PLACEMENT OF SHIPPING CONTAINERS

This matter came before the City Commission at its regular meeting May 22, 2024 City Commission Meeting, and the City Commission hereby made the following **FINDINGS:**

1. The applicants Anthony and Laurie Chavez submitted a Variance Application in which they requested approval to place Konex shipping containers on their real property located at 500 N. Date, Truth or Consequences. Said Variance Application was submitted pursuant to the provisions of §11-10-4A(3) of the City's Planning Code of Ordinances.

2. After following all notice and publications requirements, the City's Planning and Zoning Commission heard this matter at its May 13, 2024 meeting.

3. At its May 13, 2024 Meeting, the Planning and Zoning Commission conducted a "Battershell Hearing". This allowed all interested parties to testify at the hearing. The applicant Laurie Chavez did provide testimony at the Planning and Zoning Commission meeting.

4. Upon receiving the Planning and Zoning Commission's recommendation, the City Commission considered this matter at its regular May 22, 2024 City Commission Meeting. The minutes from the Planning and Zoning Commission's May 13, 2024 meeting were included in the City Commission's agenda packet.

5. At its May 22, 2024 meeting, the City Commission heard from Assistant City Manager Traci Alvarez and were otherwise advised in the premises.

6. The City Commission considered the Planning and Zoning Commission Findings of Fact Checklist (which was included in the agenda packet), as well as the provisions of 11-5-5 of the City's Planning and Zoning Code of Ordinances.

7. In consideration of the checklist and provisions of Section 11-5-5, the City Commission determines that it is not in the best interests of the City to grant the variance. Amongst other factors, the City Commission has determined that the granting of the variance would adversely and unreasonably affect established property values within the surrounding area.

NOW THEREFORE, the City Commission hereby orders that the Variance Application to Permit the Placement of Shipping Containers on the real property located at 500 N. Date is hereby denied.

CITY CLERK

MAYOR

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.3

SUBJECT: Water Update
DEPARTMENT: City Manager's Office
DATE SUBMITTED: June 6, 2024
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Arnie Castaneda

Summary/Background:

Water Update

Recommendation:

Presentation only

Attachments:

- N/A
- [Click here to enter text.](#)

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-12-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.4

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

DEPARTMENT: Parks

DATE SUBMITTED: June 6, 2024

SUBMITTED BY: O.J. Hechler

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

Summary/Background: Sharon Rivera and Ryan Lawler are wanting to donate/purchase a memorial bench in the memory of LaRena Miller, and have the bench placed at the Vista Memory Gardens Cemetery, where she lays to rest. The application for the donation request was placed on the Recreation Advisory Board's agenda for consideration and was recommended by the board.

Recommendation:

Approve request

Attachments:

Memorial Donation & Gift Agreement Form and policy

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

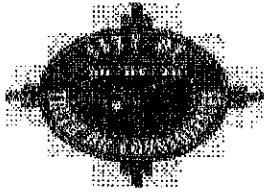
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Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-12-24



CITY OF TRUTH OR CONSEQUENCES
MEMORIAL DONATION AND GIFT AGREEMENT FORM

Name: Sharon Rivera / Ryan Lawler

Organization (if applicable): _____

Address: PO Box 1650, 509 Trout Road Elephant Butte NM 87935

Phone: 505-280-2959 Email: woolf8d@gmail.com

Proposed Memorial Location: Vista Memory Gardens Cemetery

Bench, table, or tree type (description) Bench

Plaque: ☒ Yes ☐ No (benches and tables include plaque)

Inscription: 3 lines with 45 characters per line maximum, including spacing and punctuation.

IN LOVING MEMORY OF LARENA M MILLER

Memorial gifts to the City are considered outright and unrestricted donations. The City does not guarantee permanency of the accepted donation. If a memorial must be relocated, Department staff will attempt to notify the donor in writing at the address shown on this form. Donations may be tax deductible.

The donor declares to have read the Memorial Donation Acceptance and Management Guidelines. The donor understands and agrees with the guidelines set forth in this policy and agrees to pay the City the required donation funds within one month of notification of Memorial Agreement approval.

[Signature] I have read and understand the donation policy.

Signature Donor: [Signature]

APPROVED / DISAPPROVED

6-6-24
Date

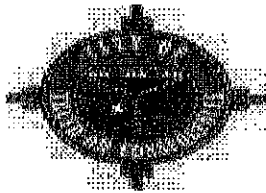
[Signature]
Department Head Signature

Date

City Manager Signature

Date

Mayor Signature



CITY OF TRUTH OR CONSEQUENCES PARKS AND RECREATION DEPARTMENT MEMORIAL DONATION & GIFT PROGRAM POLICY

The purpose of this policy is to establish guidelines for the consistent decision-making process related to acceptance, placement and long-term maintenance of public requests for memorial donations in City-owned facilities, parks, natural areas and trail systems.

The protection of the natural environment is high priority. To this end, the City's Parks and Recreation Department may limit memorials to promote resource management and the sustainability of natural landscapes. The integrity, natural and architectural features of parks, natural areas and facilities will be preserved and not detract from a user's experience. The Parks and Recreation Department will determine if an area is fully developed and no more donations will be accepted. Final recommendation on placement of memorials will be made by the Recreation Advisory Board with final approval by the City Commission.

The City does not guarantee permanency of the memorial. If a memorial must be removed or relocated, Department staff will attempt to notify the donor in writing, from the address shown on the completed Memorial Donation & Gift Agreement Form. The City is in no way obligated to replace the gift if it is stolen, vandalized, worn out or destroyed.

All proposals will be evaluated by the Parks and Recreation Manager according to the following criteria:

- Placement of enhancements in the Parks and Recreation System must be compatible with existing development plans.
- Memorials shall not detract from or overpower the scenic or architectural values of the existing environment.
- All memorials will be constructed of materials that meet the design and maintenance considerations of the Parks and Recreation Department.
- Large scale memorial donations may be considered on a case-by-case basis as they relate to park planning and other city approval processes.
- Non-designated monetary memorial donations will be used to meet current needs of the department as recommended by the Department Manager.
- Memorials with a commercial appearance or corporate label will not be allowed.
- Donations that are "Headstone" in nature will not be allowed.
- One memorial plaque allowed per item, not to exceed 3 lines with 45 characters per line maximum, including spacing and punctuation.
- Memorials referencing religion or religious quotes will not be accepted. "In honor of" or "Donated by the friends and family of" are recommended wording for plaques.

Procedure

The applicant will submit a completed Memorial Donation & Gift Agreement Form to the Parks and Recreation Manager.

Department Manager will determine the appropriateness of the proposal as measured by the approval criteria.

Following review, the application will be placed on the Recreation Advisory Board's meeting agenda for consideration and recommendation and final approval by the City Commission.

If approved by the City Commission, staff will order the memorial item after receipt of payment.

The City shall be responsible for the installation and maintenance. Once installed the memorial becomes the property of the City of Truth or Consequences.

Commemorative Tree Program

The City of Truth or Consequences parks system is continually growing and trees are a way to increase the beauty of our city and provide countless benefits to this community. Your contribution will be used to purchase trees to be planted in the parks system and personnel will care for the trees. Although we accept living legacy requests year-round, we encourage the planting of trees in the spring or fall to give the trees the best chance to survive. Through communication between Park's staff and the contributor, an approved species will be chosen based on the desired planting site. Deciduous trees will be at 1.5 inches in diameter (approximately 6-9 feet tall) and evergreen trees will be 5-6 feet in height. A 3" by 10" bronze plaque will be mounted at the base of the tree. Contributors are welcome to attend the tree planting. Approximate cost of a tree and plaque is \$750.00.

The cost noted above includes the tree purchase, the plaque and the installation. The City does not guarantee permanency of the memorial. If a memorial must be relocated, Department staff will attempt to notify the donor in writing, at the address shown on the completed Memorial Donation and Gift Agreement Form. The City takes no responsibility to replace stolen, vandalized plaques or for maintenance or replacement of trees after they are planted.

Commission approved on 2-22-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.5

SUBJECT: Discussion/Action: Jordan's Way fundraiser event being held at the Animal Shelter on Tuesday, 7/16/2024 from 10am-1pm

DEPARTMENT: Animal Shelter

DATE SUBMITTED: June 5, 2024

SUBMITTED BY: Tara Manning

WHO WILL PRESENT THE ITEM: Tara Manning

Summary/Background:

Jordan's Way is coming back to the animal shelter for a fundraiser on Tuesday, July 16, 2024, from 10am-1pm. Last year the shelter teamed up with Sierra County Animal Rescue Society (SCARS) during the event and raised just under \$5,000. This year the shelter staff is hoping we can raise even more.

Recommendation:

Approval

Attachments:

- Jordan's Way Contract
- Contact with Sierra County Animal Rescue Society (SCARS)

Fiscal Impact (Finance): Choose an item.

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 6-12-24



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

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

June 12, 2024

Truth or Consequences Animal Shelter
1101 N Cedar St.
Truth or Consequences, NM 87901

Sierra County Animal Rescue Society (SCARS)
P.O. Box 435
Williamsburg, NM 87942

Re: Letter of Agreement

Dear Robbin Brodsky,

This correspondence will serve as a Letter of Agreement between the City or Truth or Consequences Animal Shelter (Shelter), and Sierra County Animal Rescue Society (SCARS).

In this agreement "SCARS" will assist in conducting a fundraising event at the "shelter" on July 16, 2024 from 10:00 AM to 1:00 PM. SCARS will pay the initial \$250.00 deposit to Jordan's Way in addition to thirty percent (30%) of all proceeds collected as required in the attached Jordan's Way packet.

Funds raised from this event will be collected through a PayPal account managed by SCARS and will be distributed as follows: Reimbursement for the \$250.00 deposit to SCARS and the remaining seventy-five percent of the funds collected will be split seventy percent to the "Shelter" and thirty percent to SCARS.

This agreement is entered into this 12th day of June, 2024, between the City of Truth or Consequences Animal Shelter, and Sierra County Animal Rescue Society.

Orrin J. Hechler
Community Service Director _____, Date: _____

Robbin Brodsky
Director, Sierra County Animal Rescue _____, Date: _____



GENERAL SERVICE AGREEMENT

NONPROFIT

**TRUTH OR CONSEQUENCES ANIMAL
SHELTER & SIERRA COUNTY ANIMAL
RESCUE SOCIETY**

1101 Cedar Street
Truth or Consequences, NM 87901
(575) 740-5373

(the "Client")

PROFESSIONAL FUNDRAISER

JORDAN'S WAY, LLC.

510 Harbor Grove Circle
Safety Harbor, FL 34695
(727) 735-1093

(the "Contractor")

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

Jordan's Way, LLC. travels to Animal Shelters and Rescues across 50 States, annually, raising money and awareness for shelters and rescues.

We host LIVE 3-Hour Facebook Fundraisers for each shelter/rescue we visit, consisting of high energy games and challenges. Each shelter/rescue decide which games and challenges they would like to participate in. During the LIVE Facebook fundraiser, the shelter/rescue networks with the help of Jordan's Way, LLC. to the local community to raise donations for the shelter/rescue.

Jordan's Way, LLC. does not handle or have access to any of the monies raised during each fundraiser. All donations are sent directly to the shelter/rescue.

Our goal is to raise awareness and assistance for shelters across the nation to provide exposure and recognition to the animals in these situations that get overlooked and forgotten! We know there is a home for EVERY animal in EVERY shelter across the country!

The Client hereby agrees to engage the Contractor to provide the Client with the following service:

- Facilitate a LIVE 3-Hour Facebook Fundraiser event for **TRUTH OR CONSEQUENCES ANIMAL SHELTER & SIERRA COUNTY ANOMAL RESCUE SOCIETY** on **TUESDAY, 7/16/2024 from 10AM - 1PM**
- Fundraising Goal Set at \$15,000

CAPACITY/INDEPENDENT CONTRACTOR

In providing the services under this agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or

federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

NOTICE

All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and delivered to the parties at the following addresses:

- **TRUTH OR CONSEQUENCE ANIMAL SHELTER**
1101 Cedar Street
Truth or Consequences, NM 87901
Tara Manning: tmanning@torcnm.org
- **JORDAN'S WAY, LLC.**
510 Harbor Grove Circle
Safety Harbor, FL 34695
Kris Rotonda: kristopherrotonda@gmail.com

or to such other address as either party may from time-to-time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

TERM OF AGREEMENT

The term of this Agreement will begin on the date of this agreement and will remain in full force and effect until the completion of services, subject to earlier termination as provided in this agreement. The term may be extended with the written consent of the parties.

This Agreement is made and entered into *effective this 16th day of July 2024 (the "Effective Date")*, by and between **JORDAN'S WAY, LLC.**, whose principal address is **510 Harbor Grove Circle, Safety Harbor, FL 34695** and **Truth or Consequences Animal Shelter & Sierra County Animal Rescue Society**, whose principal address is in **Truth or Consequences, NM.**

IDENTIFICATION OF PARTIES TO AGREEMENT

1. *Shelter/Rescue* is a nonprofit public benefit corporation formed and operated for charitable purposes.
2. **JORDAN'S WAY, LLC.** is a for-profit corporation engaged in the business of commercial fundraising for charitable purpose.
3. Subject to the terms of this Agreement, *Shelter/Rescue* desires to engage the services of **JORDAN'S WAY, LLC.** and **JORDAN'S WAY, LLC.** desires to engage in fundraising activities on behalf of *Shelter/Rescue*.

DESCRIBING THE TERMS OF EMPLOYMENT

1. Term of agreement. This Agreement shall commence on the Effective Date hereof and *shall continue until 7/18/2024* unless terminated prior thereto in accordance with the terms of this Agreement.
2. Cancellation of Agreement
 - (a) *Shelter/Rescue shall have the right to cancel Agreement without cost, penalty or liability for a period of ten days following the date of execution, by serving a*

written notice of cancellation on **JORDAN'S WAY, LLC**. The notice shall be sufficient if it indicates that Shelter/Rescue does not intend to be bound by Agreement.

Any funds collected after effective notice that Agreement has been canceled shall be deemed to be held in trust for the benefit of Shelter/Rescue without any deduction for costs or expenses. Shelter/Rescue shall be entitled to recover all funds collected after the effective date of cancellation.

- (b) Following the initial ten (10) day cancellation period, Shelter/Rescue reserves the right to terminate this Agreement, upon thirty days written notice to **JORDAN'S WAY, LLC**. In the event of termination under this subsection, Shelter/Rescue shall be liable for services provided by **JORDAN'S WAY, LLC** up to 30 days after the effective date of the notice.
- (c) Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party which continues without cure for thirty (30) or more days following the giving of notice of such breach to the breaching party.

3. Description of respective obligations of fundraiser and charitable organization

In connection with **JORDAN'S WAY, LLC**, fundraising activities on behalf of Shelter/Rescue, **JORDAN'S WAY, LLC**, shall have the right to use Shelter/Rescue good name and good will. Shelter/Rescue shall cooperate with **JORDAN'S WAY, LLC** for the purpose of soliciting donations during the LIVE 3-Hour Fundraiser on the Shelter/Rescue Facebook page. The first solicitation campaign, fundraising event, or service under this contract shall occur on **Tuesday, 7/16/2024**.

The schedule of fundraising activities may be changed by mutual agreement.

4. Regulatory requirements. This Agreement is subject to the issuance of all necessary governmental permits, registrations, and approvals with respect to fundraising activities contemplated by this Agreement in a timely manner by all governmental agencies having regulation over such activities. **JORDAN'S WAY, LLC** shall not commence fundraising activities until compliance with all required permits, registrations, and approvals.

5. Description of fundraising methods

(a) **JORDAN'S WAY, LLC** shall comply with all applicable laws and regulations of the State in the conduct of its business and its fundraising activities on behalf of Shelter/Rescue.

(b) In connection with all sales and solicitation activities, **JORDAN'S WAY, LLC**, its agents, servants, representatives, and employees shall not misrepresent Shelter/Rescue name and activities in any way. Shelter/Rescue will provide **JORDAN'S WAY, LLC** with a description of its organization and its activities which may be used in connection with sales and solicitations.

(c) Shelter/Rescue shall exercise control and approval over the content and frequency of any solicitation. Shelter/Rescue shall monitor the solicitation efforts made by **JORDAN'S WAY, LLC** and reserves the right to direct, instruct and otherwise limit **JORDAN'S WAY, LLC** solicitation services for the purpose of preserving and protecting Shelter/Rescue good name.

6. Control of funds.

Each contribution will remain within the control of SHELTER/RESCUE and paid directly to them through the Non-Profit Manager in Facebook, Network For Good. If the shelter/rescue receives donation through other means (ie: PayPal, Venmo, CashApp, Website) the donations will be deposited directly into the accounts set up by them.

JORDAN'S WAY, LLC. will not have access to any of the donations received.

7. Compensation of fundraiser.

a. The shelter/rescue will receive the invoice from **JORDAN'S WAY, LLC.** 48-hours after the LIVE event ends. The invoice is due and payable in full, within 60 days of the date on the invoice.

b. Shelter/Rescue will remit to Jordan's Way, LLC. 25% of the proceeds raised from the time the Facebook Fundraiser is launched, through the 3-hour LIVE Facebook event, to 48-hours after the LIVE event ends. This includes all public/private donations, match donations from any source, including funds that come in from other Social Media platforms as a direct result of the fundraiser.

c. The \$250 initial deposit is separate and not included in the split. The deposit is non-refundable. If your event is cancelled through no fault of your own, we will return your deposit.

SIGNATURE AND DATE

The parties hereby agree to the terms and conditions set forth in this agreement and such demonstrated by their signature below:

CLIENT

Name: _____

Signature: _____

Date: _____

CONTRACTOR

Name: **KRIS ROTONDA**

Signature:  Digitally signed by Kris Rotonda
Date: 2024.06.03 09:50:59
+0800'

Date: 6/3/2024

CLIENT

Name: _____

Signature: _____

Date: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.6

SUBJECT: Discussion/Action: Regarding a survey to be conducted for land next to Rotary Park

DEPARTMENT: Parks

DATE SUBMITTED: June 6, 2024

SUBMITTED BY: O.J. Hechler

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

Summary/Background:

Under the direction of previous Commission the City conducted a survey of Rotary Park and acquired ownership through a quitclaim deed. The City would like to follow the same process to acquire the property next to Rotary Park.

Recommendation:

Approve to conduct survey

Attachments:

Overhead view of property and survey of Rotary Park

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

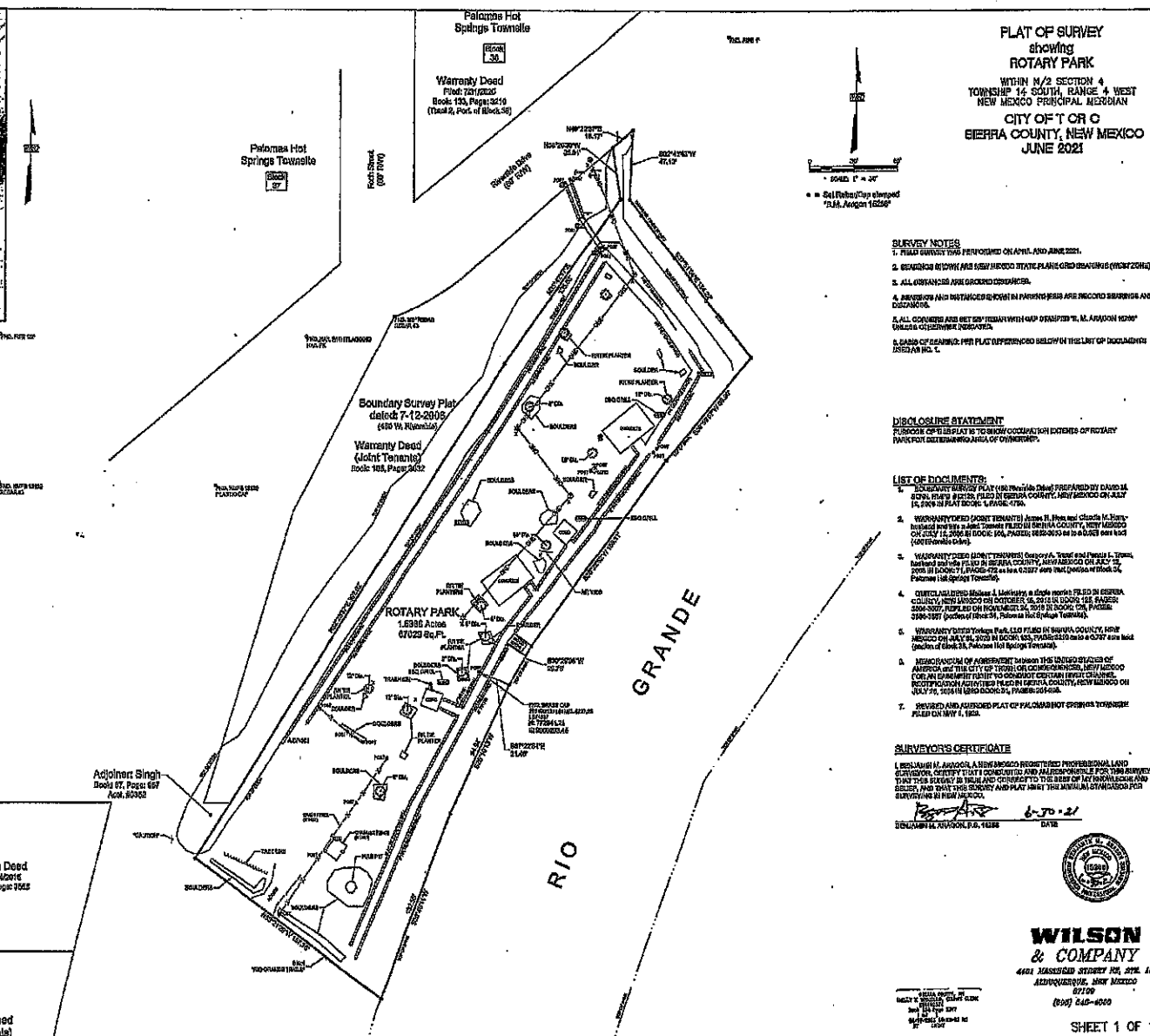
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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.7

SUBJECT: Discussion/Action: Swimming pool theme nights and vendors

DEPARTMENT: Swimming Pool

DATE SUBMITTED: June 6, 2024

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: Ashley Galicia, Pool Supervisor

Summary/Background:

The Swimming Pool Department would like to hold theme nights a couple of times a month, during the pool season, and invite vendors to sell food and drinks at the park next to the pool on City property.

Recommendation:

Approve

Attachments:

None

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. -

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File Name: CC Agendas 6/12/24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.8

SUBJECT: Discussion/Action – Automatic Annual Solid Waste Fee Increase

DEPARTMENT: Community Development

DATE SUBMITTED: June 5, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Angie Gonzales City Manager

Summary/Background:

City Commission approved a recent Rate Study for the Solid Waste and Collection Center Fees. Staff is working on ordinance revisions and will present a resolution of fees to the Commission in July. Staff would like to request the Commission delay the automatic increase until the resolution for new rates has been approved by the Commission and the public notified. (Increase to take effect possibly August/September to ensure proper notification to the public).

Recommendation:

Approve delay of Solid Waste Rate Increase

Attachments:

-
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

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

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File Name: CC Agendas 6-12-24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.9

SUBJECT: Discussion/Action – Amendment to Capital Appropriation Project A21F2103 Grant

DEPARTMENT: Community Development

DATE SUBMITTED: June 4, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Capital Appropriation Project A21F2103 Grant pertains to the MainStreet Foch Street Project. The purpose of this amendment is to extend the Grant Agreement expiration date from June 30, 2024 to June 30, 2025.

Recommendation:

Approve Amendment

Attachments:

- Grant Agreement Amendment
- Grant Agreement

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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File Name: CC agendas 6-12-24

GRANT AGREEMENT AMENDMENT #001 -#419-A21F2103

STATE OF NEW MEXICO DEPARTMENT OF ECONOMIC DEVELOPMENT DEPARTMENT

FUND A21F2103 CAPITAL APPROPRIATION PROJECT GRANT #419-A21F2103

- I. This is an AMENDMENT to the GRANT AGREEMENT between the Economic Development Department, hereafter known as "Department", or abbreviation such as "EDD", and the City of Truth or Consequences in partnership with and for the benefit of Truth or Consequences MainStreet, hereinafter called the "Grantee". When this GRANT AGREEMENT AMENDMENT is signed by both the Department and the Grantee, it becomes official and legally binding between both parties.
- II. This AMENDMENT is effective on May 30, 2024 and will end on June 30, 2025.
- III. AMENDMENT: The purpose of this amendment is to extend the Grant Agreement expiration date from June 30, 2024 to June 30, 2025.
- IV. The Grantee agrees to abide by all terms, requirements and provisions of the original GRANT AGREEMENT that are not specifically changed by this AMENDMENT.
- V. The Department's point of contact for this Amended GRANT AGREEMENT is:

Danielle Maestas, Contracts and Grants Coordinator

Name and title of Department's representative

505-469-4558

Phone Number

Economic Development Department, PO BOX 20003, Santa Fe, NM 87505

Address

- VI. The Grantee's point of contact for this Amended GRANT AGREEMENT is:

Traci Alvarez, Assistant City Manager

Name and title of Grantee's representative

575-952-0565

Phone Number

505 Sims, Truth or Consequences NM 87901

Address

This AMENDMENT is signed and agreed to by individual(s) who are legally authorized to sign legally binding documents on behalf of the Department and Grantee.

Department

Grantee

Signature: Cabinet Secretary

Signature: City of Truth or Consequences

Print/Type Name and Title

Rolf Hechler - Mayor

Print/Type Name and Title

Date

6-12-2024

Date

Signature: Legal Counsel/Certifying Legal Sufficiency

Signature: T or C MainStreet President

Print/Type Name

Print/Type Name

Date

Date

RECITALS

AGREEMENT

Page 1 of 20

Public Places ("AIPP amount") (\$0)¹, if applicable, which equals three hundred and twenty thousand dollars (\$320,000.00) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. (See ATTACHMENT A) The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional

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

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

- services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
 - (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

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

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the

Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: MainStreet Truth or Consequences
Name: Kari Fresquez
Title: Board President
Address: 410 Main Street
Email: kari_fresquez@hotmail.com
Telephone: 575-322-2905

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

Grantee: City of Truth or Consequences
Name: Traci Alvarez
Title: Assistant City Manager
Address: 505 Sims Street
Email: talvarez@torcnm.org
Telephone: 575-952-0565

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

Department: Economic Development Department
Name: Julie Blanke
Title: Program Planning Specialist
Address: EDD/MainStreet, PO Box 20003, Santa Fe, NM, 87504-5003
Email: julie.blanke@state.nm.us
Telephone: 505-753-8860/505-827-0363

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

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

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

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. **Deadlines**

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

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

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description

and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;
REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
 - (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying

language prohibiting lobbying to be included in the award documents for all sub-awards, including subcontracts, loans and cooperative agreements. All sub-recipients shall be required to certify accordingly.

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

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

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

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

"This contract is funded in whole or in part by funds made available under an Economic Development Department Grant Agreement. Should the Economic Development Department early terminate the grant agreement, the City of Truth or Consequences in partnership with MainStreet Truth or Consequences may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Truth or Consequences in partnership with MainStreet Truth or Consequences' only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

[THIS SPACE LEFT INTENTIONALLY BLANK]

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

GRANTEE


Signature of Official with Authority to Bind Grantee

City of Truth or Consequences
Entity Name

By: Rolf Hechler, Mayor Pro-Tem
(Type or Print Name)

4/27/2022
Date


Signature of MainStreet President

By: Hari Fresquez
(Type or Print Name)

4/19/2022
Date

Economic Development Department


By:
Cabinet Secretary

7/17/2022
Date


Legal Counsel – Certifying legal sufficiency

6/24/2022
Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

Grant Number: 419-A21F2103-2210

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City State Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. AIPP Amount (If Applicable): _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount (If Applicable): _____
G. Grant Balance: _____
H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)
I. ☐ Final Request for Payment (If Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____
I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: _____

TO: Department Representative:

FROM: Grantee:

Grantee Official Representative:

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number:

Grant Termination Date:

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

Vendor or Contractor:

Third Party Obligation Amount:

Vendor or Contractor:

Third Party Obligation Amount:

Vendor or Contractor:

Third Party Obligation Amount:

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

Grant Amount (Minus AIPP if applicable):

[_____]

The Amount of this Notice of Obligation:

[_____]

The Total Amount of all Previously Issued Notices of Obligation:

[_____]

The Total Amount of all Notices of Obligation to Date:

[_____]

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

Department Rep. Approver:

[_____]

Title:

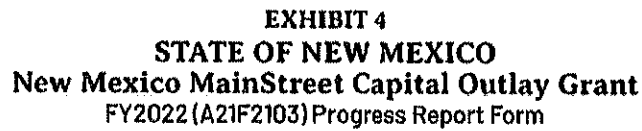
[_____]

Signature:

[_____]

Date:

[_____]

☐ FINAL REPORT

Report Date

- **Description of accomplishments to date** - Include all contracts with a 3rd party to expend the grant funds with the name of the company and amount of contracts

- Projected timeline for completing the project

- Statement of the impact of the project

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- Detailed budget breakdown of expenditures to date - if no expenditures to date, indicate your estimated timeline for spending the grant money

- Description of any problems or delays encountered

- Any other information that may be of assistance to the Economic Development Department in its evaluation of your progress

2. Grant Amount _____

Expended to Date _____

Grant Balance _____

I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with the Project description (Exhibit A) of the executed Grant Agreement, and in compliance with all other applicable state statutory/regulatory requirements.

Name/Title please print

Signature

Date

Grant Number: 419-A21F2103-2210

ATTACHMENT A
PROJECT DESCRIPTION & SCOPE OF WORK

Name of Grantee(s): City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences

Grant Amount: \$320,000.00.

Project Name: Great Blocks on MainStreet: Phase I

Project Description: Great Blocks on MainStreet: Phase I Design, Planning, Engineering and Construction completion



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.10

SUBJECT: Discussion/Action – Revised Parcel Survey for Property Appraisal

DEPARTMENT: Community Development

DATE SUBMITTED: June 5, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Parcel 3022079305341 did not have designated trail easement, so parcel survey did not reflect the trail. Survey has been redone to account for a 10ft maintenance easement for the trail. If survey is approved, property can be appraised for future sale.

Recommendation:

Review revised Survey

Attachments:

- Survey
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

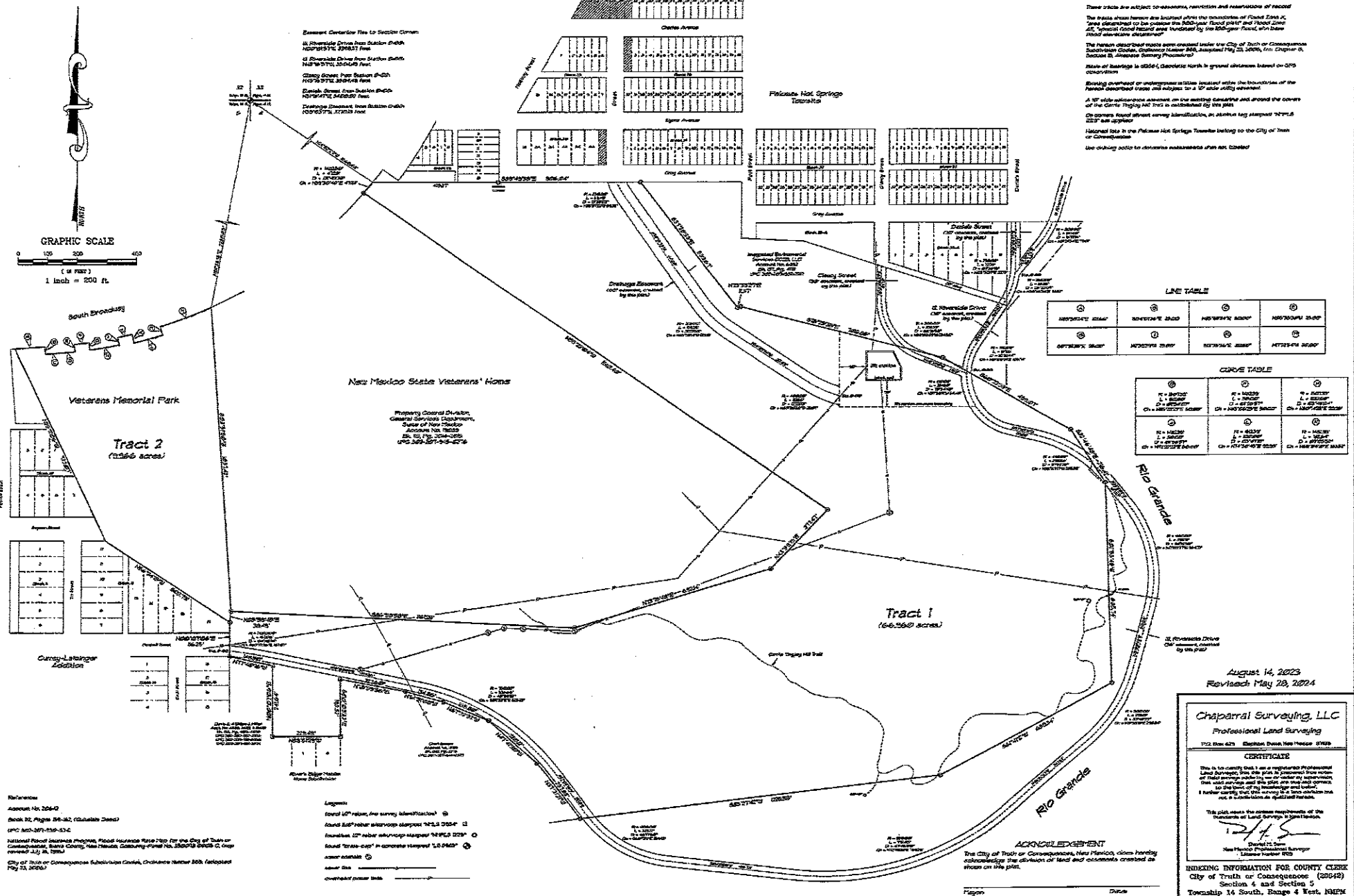
Resolution No. [Click here to enter text.](#) Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 6-12-24

ALTERNATE SUMMARY PROCEDURE-SUMMARY PLAT
of the division of a 16.926 acre tract of land
in Sections 4 and 5, Township 14 South, Range 4 West, N14PM,
in the City of Truth or Consequences, Sierra County,
New Mexico





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.11

SUBJECT: Discussion/Action – Request to Revoke Variance at 1401 Platinum

DEPARTMENT: Community Development

DATE SUBMITTED: June 6, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

The City Commission upon recommendation of the P & Z Commission granted a variance that allowed the applicant to move its mobile home to 1401 Platinum. Mobile home has continually been in violation of Section 11-11-2, and particularly subsections (C)(D)(E)(F) and (G). Recent conversations with the applicant indicate they are no longer planning to reside in MH or bring it to code, and plan to sell the MH instead. Request to revoke variance will be presented to P & Z Commission on 6-10-24 and staff will update at Commission meeting P & Z Recommendation.

Recommendation:

Approve revocation of variance

Attachments:

- Code Reference 11-11-2
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 6-12-24

Sec. 11-11-2. Manufactured Homes (MH'S).

- A. **DISTRICT RESTRICTIONS.** A manufactured home located in a District as a single-family house shall conform to specific standards in that District. Individual MH's are permitted by right in the R-1, R-2, R-3, RR-1 and T-1 Districts; by right and by special use in specified portions of C-1 Districts, and allowed by right in Manufactured Home Parks and Subdivision. MHP's are permitted by right in R-3 Districts and are permissible by special use in R-2, C-1 and T-1 Districts. RVP's are permissible by special use in R-3, RR-1, C-1, M-1 and T-1 Districts.
- B. **MANUFACTURED HOMES ON INDIVIDUAL LOTS.** The following provisions apply to manufactured homes placed on individual lots or located within MHP's, MHS's or RVP's and are in addition to the General Conditions stated in Article 11-11-2.E.
1. **Placement in R-1 Districts:**
 - a. Home must be a minimum of one thousand, two hundred (1,200) square feet in heated area and twenty-four (24) feet in width.
 - b. Home must meet the definition for modular or prefabricated housing as defined in this Code and for manufactured housing as defined in the New Mexico Manufactured Housing and Zoning Act of 1987, and shall not be a home built on permanent chassis for towing.
 2. **Placement in Other Districts:**
 - a. **R-2 District:** Home must be a minimum of nine hundred (900) square feet in heated area and twenty-four (24) feet in width.
 - b. **R-3, C-1 or T-1 Districts:** Home must be a minimum of five-hundred fifty (550) square feet.
 - c. **RR-1 District:** Home must be a minimum of eight-hundred (800) square feet.
 - d. **R-4 District:** Home must be a minimum of one thousand, two hundred (1,200) square feet.
 3. **For all Districts, except within MHP's:** Homes must be on a permanent foundation as specified by the New Mexico Manufactured Housing Division Regulations (MHD 93-1) as now adopted and hereafter amended.
- C. **DEVELOPMENT REQUIREMENTS.** Development standards and additional requirements are provided in Articles X, and XII through XIV of this Code.
- D. **MANUFACTURED HOME INSTALLATION PERMIT REQUIRED.** In addition to any permits required by the state for moving and placement, or foundation/other construction, a Manufactured Home Installation Permit must be obtained from the City before placement of a manufactured home within the City limits. Permit application forms may be obtained from the designated Zoning Administrator's Office.
- E. **GENERAL CONDITIONS.** Except for installations in MHP's, all manufactured homes within the City are required to be set up on permanent foundations in accordance with the State Manufactured Housing Division Rules and Regulations. Installations in MHP's can be on non-permanent foundations in accordance with the State Manufactured Housing Division Rules and Regulations.
1. **Wheels to be removed:** Since MH's are considered to be permanent housing units, the City requires that the wheels of the MH's, if present, shall be removed during the installation process.
 2. **Non-Exposure of Undercarriage:** MH undercarriages, if present, shall be concealed by either:
 - a. An appropriate skirting installed in accordance with the 1993 Manufactured Housing Act of the state as now adopted and hereafter amended. If the tongue is not removed from the MH, it must be skirted in like manner and material as the MH.

-
- b. Entrenching the home to a depth equal to the height of the undercarriage. Any such entrenching shall have provisions for drainage away from the unit.
 - c. Concealment of the undercarriage must be completed within sixty (60) days of placement of the unit.
 - 3. *Damaged Units:* The City will not allow damaged units to be installed within the City limits.
 - 4. *Steps:* All MH units shall have permanent steps affixed to all exits.
 - 5. *Maintenance:* all manufactured housing units shall meet all existing City Codes related to proper appearance and maintenance of buildings and properties.
 - 6. *Standards:* All MH units shall be constructed according to the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 USC 5401. et seq. as amended or carry NMBC state approval. Additionally, all MH Units that are installed at any particular location within the City limits shall not be twenty (20) years or older at the time of installation. Any unit to be used for non-residential purposes shall meet all NMBC standards and shall be in full compliance with requirements for access to the disabled as required by State Rule MHD 90-1 as amended.
 - 7. *Removal:* If a MH is removed the site shall be restored to original or better condition.
 - F. *OTHER CONSTRUCTED IMPROVEMENTS.* All porches, patios, permanent steps, accessory buildings, additional to a manufactured housing unit and any other constructed improvements shall be required to comply with the New Mexico Building Code and the building permit obtained in accordance with City ordinances.
 - G. *OTHER REQUIREMENTS.* All other requirements not covered herein shall be as required by the State Manufactured Housing Act and Regulations.

(Ord. No. 684 , § 1, 7-12-17)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.12

SUBJECT: Review, Approve and/or Allocate Funds for Geronimo Trail Scenic Byway Application #1 for Update/Reprint Hot Springs Brochures.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: June 4, 2024

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of Geronimo Trail Scenic Byway application and contract for the updating and reprinting of the Hot Springs Brochures.

Recommendation:

The applicant requested \$1,800.00 and the LTAB recommended to fully fund the project.

Attachments:

- GTSB Application
- GTSB Contract
- Approved Scope of Work

Fiscal Impact (Finance): Yes

\$1,800.00

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. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-12-24

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and Geronimo Trail Scenic Byway (Update/Reprint Hot Springs Brochures) herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodger’s Tax funds to the Contractor to aid the Contractor’s promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of \$1,800.00 to the Contractor beginning on July, 2024 through May 31, 2025.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodger’s Tax Board) in the Contractor’s application for Lodger’s Tax Funds. The Scope of Work is set forth within the application.
 - c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger’s Tax monies, shall include the wording “**PAID IN PART BY TRUTH OR CONSEQUENCES LODGER’S TAX**” and include the City of Truth or Consequences logo IF APPLICABLE, and the New Mexico Tourism Department logo. The logo may be obtained by visiting www.nmtourism.org. In the case of radio advertising, the slogan “New Mexico True” must be used, as well as the phrase “Paid in part by the New Mexico Tourism Department and the Truth or Consequences Lodgers”
3. **Fund Expenditures:** Funding under this contract is from Lodger’s Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.

- a. The City and the Lodger's Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodger's Tax.
 - d. All invoices must be turned into the City Manager's Office no later than the last business day of May, 2025.
 - e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
 - f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax".
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
 - a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be

fully qualified and shall be authorized or permitted under state and local law to perform such services.

- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodger's Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.

10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodger's Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
17. **Access to Records:**
- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.
 - b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.
18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
25. **Interest of other Local Public Officials -** No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Angie Gonzales, City Manager

Date

Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodger's Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodger's Tax, the following must be strictly adhered to:

Please initial each requirement:

_____ Invoices must be presented to the City Manager's Office for reimbursement with a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.

_____ No bill will be reimbursed unless it has the "Paid in part by Truth or Consequences Lodger's Tax" and the City of Truth or Consequences logo in print or "Paid in part by Truth or Consequences Lodger's Tax" spoken in a radio ad. Radio ad invoice shall include the ad/message.

_____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodger's Tax Advisory Board and approved by the City Manager.

_____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodger's Tax award.

_____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

_____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.

_____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodger's Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2024

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

FY25 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: May 20, 2024

Applicant: Geronimo Trail Scenic Byway

Project(s) Applied For:

1) Hot Springs Brochure update & printing

Amount Requested: \$1800 Amount Approved: \$1800

Approved x Postponed _____ Denied _____

Reason for Postponement/Denial/Different Award Amount:

Scope of Work

Award Amount Approved

1) update & printing

\$1800



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.13

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

DEPARTMENT: City Manager's Office

DATE SUBMITTED: June 4, 2024

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of Geronimo Trail Scenic Byway application and contract for the updating and reprinting of the Hot Springs Brochures.

Recommendation:

The applicant requested \$600.00 and the LTAB recommended to fully fund the project.

Attachments:

- GTSB Application
- GTSB Contract
- Approved Scope of Work

Fiscal Impact (Finance): Yes

\$600.00

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. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-12-24

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and Geronimo Trail Scenic Byway (Website Hosting & Maintenance) herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodger’s Tax funds to the Contractor to aid the Contractor’s promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of \$600.00 to the Contractor beginning on July, 2024 through May 31, 2025.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodger’s Tax Board) in the Contractor’s application for Lodger’s Tax Funds. The Scope of Work is set forth within the application.
 - c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger’s Tax monies, shall include the wording “**PAID IN PART BY TRUTH OR CONSEQUENCES LODGER’S TAX**” and include the City of Truth or Consequences logo IF APPLICABLE, and the New Mexico Tourism Department logo. The logo may be obtained by visiting www.nmtourism.org. In the case of radio advertising, the slogan “New Mexico True” must be used, as well as the phrase “Paid in part by the New Mexico Tourism Department and the Truth or Consequences Lodgers”
3. **Fund Expenditures:** Funding under this contract is from Lodger’s Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.

- a. The City and the Lodger's Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodger's Tax.
 - d. All invoices must be turned into the City Manager's Office no later than the last business day of May, 2025.
 - e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
 - f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax".
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be

fully qualified and shall be authorized or permitted under state and local law to perform such services.

- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodger's Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodger's Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
 11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
 12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
 13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
 14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
 15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
17. **Access to Records:**
- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.
 - b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.
18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
25. **Interest of other Local Public Officials -** No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Angie Gonzales, City Manager

Date

Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodger's Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodger's Tax, the following must be strictly adhered to:

Please initial each requirement:

- _____ Invoices must be presented to the City Manager's Office for reimbursement with a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.
- _____ No bill will be reimbursed unless it has the "Paid in part by Truth or Consequences Lodger's Tax" and the City of Truth or Consequences logo in print or "Paid in part by Truth or Consequences Lodger's Tax" spoken in a radio ad. Radio ad invoice shall include the ad/message.
- _____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodger's Tax Advisory Board and approved by the City Manager.
- _____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodger's Tax award.
- _____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)
Designee No. 1: _____ Phone No. _____
Designee No. 2: _____ Phone No. _____
- _____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.
- _____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodger's Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2024

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

FY25 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: May 20 2024

Applicant: Geronimo Trail Scenic Byway

Project(s) Applied For:

1) website hosting & maintenance

Amount Requested: \$600 Amount Approved: \$600

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount:

Scope of Work

Award Amount Approved

1) website hosting & maintenance

\$600



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.14

SUBJECT: Review, Approve and/or Allocate Funds for Sierra County Arts Council – Artists of Sierra County Tour.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: June 4, 2024

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of Geronimo Trail Scenic Byway application and contract for the Artists of Sierra County Tour event.

Recommendation:

The applicant requested \$7,500.00 and the LTAB recommended to fund the project in the amount of \$6,600.00.

Attachments:

- SCAC Application
- SCAC Contract
- Approved Scope of Work

Fiscal Impact (Finance): Yes

\$6,600.00

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. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-12-24

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and Sierra Co. Arts Council (Artists of Sierra County Studio Tour) herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodger’s Tax funds to the Contractor to aid the Contractor’s promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of \$6,600.00 to the Contractor beginning on July 1, 2024 through May 31, 2025.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodger’s Tax Board) in the Contractor’s application for Lodger’s Tax Funds. The Scope of Work is set forth within the application.
 - c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger’s Tax monies, shall include the wording “**PAID IN PART BY TRUTH OR CONSEQUENCES LODGER’S TAX**” and include the City of Truth or Consequences logo IF APPLICABLE, and the New Mexico Tourism Department logo. The logo may be obtained by visiting www.nmtourism.org. In the case of radio advertising, the slogan “New Mexico True” must be used, as well as the phrase “Paid in part by the New Mexico Tourism Department and the Truth or Consequences Lodgers”
3. **Fund Expenditures:** Funding under this contract is from Lodger’s Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.

- a. The City and the Lodger's Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodger's Tax.
 - d. All invoices must be turned into the City Manager's Office no later than the last business day of May, 2025.
 - e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
 - f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax".
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
 - a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be

fully qualified and shall be authorized or permitted under state and local law to perform such services.

- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodger's Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.

10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodger's Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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 - b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.
18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
25. **Interest of other Local Public Officials -** No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Angie Gonzales, City Manager

Date

Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodger's Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodger's Tax, the following must be strictly adhered to:

Please initial each requirement:

_____ Invoices must be presented to the City Manager's Office for reimbursement with a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.

_____ No bill will be reimbursed unless it has the "Paid in part by Truth or Consequences Lodger's Tax" and the City of Truth or Consequences logo in print or "Paid in part by Truth or Consequences Lodger's Tax" spoken in a radio ad. Radio ad invoice shall include the ad/message.

_____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodger's Tax Advisory Board and approved by the City Manager.

_____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodger's Tax award.

_____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

_____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.

_____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodger's Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2024

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

FY25 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: May 20 2024

Applicant: Sierra County Arts Council

Project(s) Applied For:

1) Artists of Sierra County Studio Tour, November 2-3 2024

Amount Requested: \$7500 Amount Approved: \$6600

Approved x Postponed Denied

Reason for Postponement/Denial/**Different** Award Amount:

lodgers tax cannot pay for incentive prizes

Scope of Work	Award Amount Approved
1) Website hosting/domain registration	\$400
2) Online ads/event calendar listings	\$500
3) Social media marketing	\$2400
4) Social media campaign strategist	\$300
5) Posters	\$150
6) Rack Cards	\$350
7) Map & Guide brochure	\$300
8) Tour stop "passport"	\$500
9) <u>Event signage</u>	<u>\$1700</u>
Total	\$6600



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.15

SUBJECT: Approval of the Biennial Memorandum of Understanding (MOU) between MainStreet and the City of T or C.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: May 23, 2024

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

This is an agreement (MOU) with MainStreet Truth or Consequences to enhance the economic development of downtown Truth or Consequences.

Recommendation:

Approval of MOU

Attachments:

- MOU
- .

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

Continued To: Click here to enter a date. Referred To: Click here to enter text.

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

File Name: CC agendas 6-12-24



Michelle Lujan Grisham • Governor
Mark Roper • Acting Cabinet Secretary

RE: Rasing the Minimum Required Contribution to local MainStreet program by Local Government Partner for FY2026

In thirty-two communities across the state, designated MainStreet programs operate as a public-private partnership operating under the auspices of MainStreet American and the State Coordinating Program, New Mexico MainStreet Program (NM Economic Development Department), established by state statute in 1984. The public-private partnership includes New Mexico MainStreet, a local government partner (municipal, county or tribal government) and the local MainStreet program designate (usually a nonprofit corporation). The partnership is formalized through the execution of a Biennial Memorandum of Understanding (MOU).

New Mexico MainStreet (NMMS) last updated its local government minimum contribution requirement in 2013 for the FY2014-FY2016 Biennial MOU with designated MainStreet programs and their local government partners. The minimum contribution requirement by local government partners included in the MOU ensures that designated MainStreet programs can function effectively as a revitalization organization in their communities and provide the basic level of services outlined in the MOU and their local government service contracts.

As part of NMMS's contribution to the partnership, NMMS offers a range of onsite technical assistance services through staff and Professional Revitalization Specialist contractors for local MainStreet organizations, district businesses and institutions, and economic and community development projects. NMMS also offers statewide training, institutes, and conferences, Executive Director training and Certification, leadership development and board training, and access to exclusive resources such as NMMS Capital Outlay Public Infrastructure funding and seed grants from New Mexico Resiliency Alliance, our non-profit funding partner. These services are funded via an annual appropriation by the New Mexico Legislature.

Over the last 10 years, NMMS offerings of services, technical assistance, and resources to local community partners have grown significantly. For example, over the last six years we have received and invested \$38 million in NMMS Capital Outlay (includes \$10 million to be allocated in FY25) in MainStreet and Arts & Cultural Districts Statewide. In comparison, from FY14, the last time we increased the minimum local government contribution, through FY19, we received and distributed a combined \$2 million in NMMS CO funding. In addition, NMMS's annual base-operating budget to provide technical assistance and training to local communities was \$750,000 in FY14 and has now grown to \$1,265,000.

While the NMMS's program offerings have grown significantly over the last 10 years, the minimum requirement for local government contributions have not. Local MainStreet programs continue to fund raise and apply for grants to cover that lack of increase, however, inflation has significantly eroded the value of the local government's minimum contribution.

Table 1 compares the minimum local government contribution in FY2014 with what it should be today if the minimum contribution kept up with inflation.

Table 1: Inflation Adjusted Minimum Contribution.

Community Size	2014 Minimum	Inflation Adjusted 2024	% 10yr Increase
Rural (< 5,000 residents)	\$20,000	\$26,370	31.8%
Small (5k - 15k residents)	\$35,000	\$46,147	31.8%
Mid-Size (15k-50k resident)	\$40,000	\$52,740	31.8%
Large/Urban (>50k residents)	\$60,000	\$79,110	31.8%

Source: Inflation Adjusted Amounts were calculated using the U.S. Bureau of Labor Statistics Inflation Calculator. Comparing January 2014 to January 2024.

The Bureau of Labor Statistics (BLS) uses the Consumer Expenditure Survey to determine the national Consumer Price Index (CPI), a leading measure of inflation for the country. The CPI is used in the BLS's inflation calculator. Inputting the local government minimum into the BLS calculator, as shown in Table 1, allows for the comparison of the buying power of the local government minimum contribution in 2014 vs 2024.

For example, small-sized communities (with populations between 5k to 15k), currently have a minimum contribution requirement of \$35,000, which was set in 2013 for FY2014. For a local MainStreet organization to be able to purchase the same amount of goods and services to run a MainStreet organization it would need to spend \$46,147 in 2024. Local MainStreet organizations use these funds to support the operation of services in their districts and communities as they are required to provide through their biannual MOU and service contracts with their local government partners. The 10-year percentage increase in Table 1 shows the percentage increases from 2014 to 2024 if the buying power of the local government contribution were to keep up with inflation. Since the minimum contributions have not risen over this time the effective buying power of the local MainStreet service contracts have decreased by 31.8%.

While NMMS has added capacity, new technical assistance services, and \$38 million in Capital Outlay Funding since FY20 to help local communities carry out their revitalization goals and projects in their downtowns, local government partners have not been required to increase their minimum funding contributions needed to carry out these projects in their communities.

In order to for local MainStreet programs to maintain their level of services they provide to their districts and capitalize on the additional services and resources NMMS is providing, we are increasing the minimum required contributions from the local government partners, beginning in FY2026. Table 2 (below) lists the new required minimum contributions by community size.

Table 2: Adjusted Minimum Local Government Contribution for FY2026.

Community Size	Inflation Adjusted 2024 (31.8%)	Requirement for FY2026
Rural (< 5,000 residents)	\$26,370	\$26,000
Small (5k - 15k residents)	\$46,147	\$46,000
Mid-Size (15k-50k resident)	\$52,740	\$52,000
Large/Urban (>50k residents)	\$79,110	\$79,000

The increase of nearly 31.8% for the minimum amount reflects a simple adjustment for inflation. As the previous adjustment was in 2013/FY2014, the increase essentially averages out to 3% per year. The adjustments for inflation simply reflect the cost of doing business today, compare to 2013.

Also, please keep in mind that the minimum amount of funding specified for local governments should be allocated for base operations (i.e., all those needed to have/maintain an accredited program. Generally, additional or special projects would/should warrant additional funding from the local government partner and specified via additional deliverables in the annual scope of services contract agreement with the local MainStreet program.

We know accountability is important. NMMS recognizes that local governments must ensure appropriate use of, and return on investment of public (taxpayer) funds. Expectations of local MainStreet programs and their local government partners are explicitly provided in the Biennial MOU, in which each is a signer (along with NMMS). MainStreet America and New Mexico MainStreet have been reinforcing expectations with respect to accountability and performance management with all our designated programs. MainStreet America's Standards of Accreditation require an annual review of performance and progress with advancement of revitalization projects. Local MainStreet programs must provide evidence of such performance as part of the Accreditation process. If a local MainStreet program cannot complete deliverables listed in the professional services agreement, they should engage the local government to amend the contract deliverables in advance so as to avoid default on contract specifications.

New Mexico MainStreet Staff and Revitalization Specialists are available to support local governments in the drafting and preparation of Professional Services Agreements (Scope of Services contracts) to help define deliverables and compensation amounts in return for achieving Accreditation standards and/or implementing special projects.

NMMS has intentionally set the increase in required minimum contribution from local governments to FY2026, the second year of this Biennial MOU so as to give the local government and local MainStreet program time to discuss, adjust and prepare for the increase. If you have any questions or concerns, please reach out to Daniel Gutierrez, NMMS Director at daniel.gutierrez2@edd.gov or 505-29-5270.

For more information about inflation and the Bureau of Labor Statistics inflation calculator please visit: [CPI Inflation Calculator \(bls.gov\)](#) or [Frequently Asked Questions \(FAQs\) : U.S. Bureau of Labor Statistics \(bls.gov\)](#)



**NEW MEXICO
MAINSTREET™**
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REVITALIZE ECONOMIES

Biennial Memorandum of Understanding (MOU)

July 1, 2024 – June 30, 2026

Between

**New Mexico MainStreet Program,
The City of Truth or Consequences, and MainStreet Truth or Consequences**

The State of New Mexico's Economic Development Department seeks to increase the number of jobs and businesses, sustain and expand existing businesses, mitigate commercial leakage, support local entrepreneurs in start-ups, and improve property values within traditional and historic commercial districts. To that end, it has dedicated resources, professional assistance, and services to partnering municipalities and local MainStreet organizations representing stakeholders within the designated commercial district through the New Mexico MainStreet (NMMS), New Mexico Arts & Cultural Districts (ACD), and New Mexico MainStreet Project-Based Initiative programs which include: Frontier and Rural Communities Initiative (FRCI), Native American Communities Initiative (NACI), and Urban Neighborhood Commercial Corridors (UNCC). The partners of this Biennial Memorandum of Understanding (MOU) agree to dedicate collaborative resources, adopt local economic growth and revitalization tools, and establish economic development funding for operations and program implementation to restore economic vitality within the MainStreet economic redevelopment district.

New Mexico MainStreet is a designated "Main Street America" State Coordinating Program. Main Street America (MSA) is a program of the nonprofit National Main Street Center, Inc. (NMSC), a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department (NMEDD) is licensed and accredited annually to administer the **NMSC's Main Street Approach™** to downtown revitalization. It does this through the development of "Economic Transformation Strategies" that are implemented through comprehensive work in four broad areas known as the **Four Points: Economic Vitality, Design, Promotion, and Organization.**

Through the execution of this biennial MOU, the New Mexico MainStreet program establishes an economic development partnership with local, eligible communities. NMEDD, by New Mexico State Statute (New Mexico MainStreet Act 3-60B-1 to 3-60B-4 NMSA 1978, as amended 2013, and the Arts and Cultural District Act 2007), is authorized to select local partners to participate in the New Mexico MainStreet's program based on the standards and principles set forth by the MSA/NMSC when resources and legislative appropriation allows. Local partners (the local revitalization organization and the local governing body), join their resources (human, social, and financial) to directly support the economic development of the district.

As a Main Street America State Coordinating Program, NMMS provides local MainStreet organizations and their local government partners with resources, training, and technical services that enhance local culture and heritage,

and build the economic vitality of each participating community's downtown, village plaza, town center, courthouse square, historic commercial corridor, or traditional neighborhood business district.

The local government partner (municipal, county, or tribal government) financially supports community economic development work within the dedicated MainStreet district for both operations and program implementation through a service contract with the local, state-designated MainStreet organization. Since the NMMS program and its designation of local partners are established by state statute, and with the understanding that the service contract binds the local MainStreet organization to the implementation of economic development projects which have a fair-market value in exchange for funds received, local government partners remain in compliance with the anti-donation clause of the New Mexico Constitution.

The local MainStreet organization is an economic development organization comprised of district and community stakeholders, whose programs, projects, and activities enhance the local downtown economy and contribute to the quality of life of its citizens. The organization builds local partnerships to leverage resources and buy-in for the revitalization of the district.

This MOU commits partners to the criteria defined in New Mexico MainStreet Program Guidelines (Attachment 1).

This MOU covers a period of two (2) years beginning July 1, 2024. Once fully executed by all parties on the signature page below, it replaces any previous Letters of Agreement, Letter of Understanding, or MOU related to the NMMS program of the NMEDD.

I. PARTICIPATION AND COMMITMENT UNDER THIS MEMORANDUM OF UNDERSTANDING

The local Governing body of the City of Truth or Consequences and the MainStreet Truth or Consequences agree to abide by the eligibility and participation requirements as set forth below. The local governing body's official representative and the steering committee or Board of the local MainStreet program have read and understand the Accreditation requirements of the NMMS Program and the MSA "Accreditation Standards" as set forth in Attachment 1.

II. REQUIREMENTS OF THE LOCAL MAINSTREET ORGANIZATION – MAINSTREET TRUTH OR CONSEQUENCES

- A. Provide community economic growth revitalization services to the property and business owners and residents of the district through the Main Street Approach™, and in alignment with the guidelines of the MSA/NMSC and locally-established Economic Transformation Strategies (ETS).
- B. The organization and local government partner have a fully executed Memorandum of Understanding (MOU) with the Economic Development Department.
- C. The organization has a separate annual contract of services with the local government partner(s) (municipality, county, and/or tribal government) to implement community economic development initiatives within the designated MainStreet and/or Arts & Cultural District. The organization must supply NMMS with a copy of the executed service contract annually or whenever service contract is renewed.
- D. Work with the local government partner(s) (municipal, county, or tribal government) to ensure that appropriate financial revitalization tools, created through state statute for economic development (inclusive of any statutory changes), are adopted by the local government partner for the MainStreet District. These tools may include the Local Economic Development Act (LEDA), a Metropolitan Redevelopment Area (MRA), District Master Plan, and/or Cultural Economic Development Plan, and related finance mechanisms, such as Tax Increment Finance District (TIF), a Tax Increment Development District (TIDD) and/or a Business Improvement District (BID).
- E. Maintain compliance with all annual nonprofit registration and reporting requirements of the New Mexico Secretary of State's Corporations Bureau, the New Mexico Attorney General's Office (Charitable Organizations Division) and Internal Revenue Service (IRS). The organization files all compliance and related documents to the NMMS Digital Dashboard.

- F. In partnership with the local government partner(s), maintains the minimum required operating budget relevant to the size of the community, neighborhood or district served (Attachment 1, Table 1 for FY25 & Table 2 for FY26).
- G. If established as an independent nonprofit corporation, the organization must have a Board of Directors with oversight of the organization's performance.
 - 1) The Board of Directors agrees to raise additional funds as needed to meet minimum operation budgets for Affiliate and Accredited organizations per the specifications in Attachment 1, Table 1 for FY25 & Table 2 for FY26.
 - 2) The organization must maintain an adequate budget to support training for staff and Board members in nonprofit management and leadership and ensure staff and Board attendance requirements are met.
- H. Establish three (3) NMMS approved Economic Transformation Strategies (ETS) based on adopted economic development plans for the district, implement the work of the *Main Street Approach*™, and provide evidence of annual progress towards implementation.
 - 1) Economic Transformation Strategies should be developed in consultation with and input from district stakeholders and local government partners.
 - 2) One (1) of the three (3) ETS's should be dedicated to organizational capacity-building activities that directly relate to the organization's/district's specific economic development goals.
 - 3) The organization is required to have a written work plan adopted by the Board of Directors that reflects projects and activities that utilize each of the MainStreet Four Points towards realization of outcomes of the three (3) Economic Transformation Strategies.
- I. Adopt and abide by the following organizational policies as recommended by the IRS and the New Mexico Attorney General's office:
 - 1) Conflict of Interest policy: All members of the Board of Directors or Steering Committee must sign a Conflict-of-Interest Disclosure statement in accordance with the adopted Conflict of Interest policy,
 - 2) Records and Retention and Destruction policy,
 - 3) Whistleblower Protections policy,
 - 4) Fiscal Controls/Financial Management policy, and
 - 5) Non-discrimination/Non-harassment policy.
- J. Upon revision to the local MainStreet organization's operational bylaws and/or amendment of its Articles of Incorporation, the local organization will provide NMMS with updated copies.
- K. Hire an Executive Director to oversee day-to-day operations of the nonprofit (see Attachment 1, Table 1 for FY25 & Table 2 for FY26), to provide outreach and support to the MainStreet District's constituents, attend local and NMMS-produced required meetings and trainings and support the Board and its committees in implementing the goals, projects, and activities outlined in Board-adopted ETS's.
 - 1) The Board of Directors provides the Executive Director with a written job description; an appropriate annual staff work plan based on the organization's annual work plan; and at minimum an annual job performance review.
 - 2) The Board of Directors ensures the Executive Director has an office equipped to conduct the work of the program.
 - 3) The Board of Directors maintains adequate funding for the Executive Director's expenses in building skills knowledge and expertise to assist the organization through the trainings and programs offered by NMMS and Main Street America.
- L. Meet all MSA Accreditation Standards needed to maintain status as a Main Street America Affiliate or Accredited program. Provide evidence of annual compliance with all programmatic requirements of the

NMMS program including legal compliance documents, annual work plans, operating budgets, assessment surveys, progress reporting and adoption of required policies.

M. Meet all requirements for reporting NMMS reinvestment statistics.

- 1) The organization agrees to submit Quarterly Reports to NMMS as established by the state legislature, tracking performance measures for the program. Reports are submitted according to the following schedule:

1. The First Quarter Report, July 1 through September 30 is due October 1.
2. The Second Quarter Report, Oct 1 through December 31 is due January 1.
3. The Third Quarter Report, January 1 through March 31 is due April 1.
4. The Fourth Quarter Report, April 1 through June 30 is due July 1.

- 2) The organization ensures the timely filing of all other reports and surveys required by Main Street America/National Main Street Center, the State Legislature, the NMEDD, and, as required by local governmental partners.

N. Staff and Board members must participate in an annual NMMS program review and accreditation process to review organization and staff performance and qualification for Main Street America Accreditation.

O. Notify NMMS of any changes to contact information for the local program office, Executive Director, Board President, Board Members and Committee Chairs.

III. REQUIREMENTS OF THE LOCAL GOVERNMENT PARTNER – CITY OF TRUTH OR CONSEQUENCES

The Main Street Approach™ offers community-based revitalization initiatives with a practical, adaptable framework for downtown transformation that is easily tailored to local conditions. The Main Street Approach helps communities get started with revitalization and grows with them over time but also requires a cooperative, working partnership of the public and private sectors to succeed.

With the execution of this MOU, the NMMS program requires each local MainStreet program to have in place a resolution of financial support adopted by the local government stating its support and funding commitment to the local MainStreet organization. A copy of the annual scope of services agreement or service contract should be delivered to the NMMS office as a condition of receiving services or funding from NMMS. Failure to adopt such resolution of financial support, or to provide the required financial resources, may result in the suspension of the services provided by NMMS and designation of the local organization as "inactive."

- A. NMMS requires the local government partner to enter into an annual service contract (or similar procurement mechanism in accordance with local policies and standards) for such financial support based on the adopted District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan and the adopted ETS's, with the local MainStreet organization.
 - a. Contracts should specify the commitment of resources in accordance with the *New Mexico MainStreet Program Guidelines* (minimum funding contributions by the local government partner are described in Attachment 1, Table 1 for FY25 & Table 2 for FY26) and shall include deliverables and/or services relevant to the revitalization of the downtown MainStreet District and/or Arts & Cultural District under the specifications of an adopted Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan for the District(s) and in alignment with the local MainStreet programs selected ETS's.
- B. Coordinate planning and implementation of revitalization projects through designated/appointed liaisons (local government Manager, Administrator, or Planning Director) that can also be involved and provide feedback on the development and adoption of the local MainStreet organization's Economic Transformation Strategies.

- C. Where applicable, adopt appropriate ordinances, tools (LEDA, etc.), plans (District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan) and include projects on local Infrastructure Capital Improvement Plans (ICIP) to support the district revitalization. The local government partner will dedicate economic development funding to priority economic development projects identified in adopted ordinances, tools, and plans, and agrees to administer state and federal funds with the MainStreet organization partner.
- D. Partner in public infrastructure reinvestment in the district by administering funds in a timely manner, coordinating projects, and managing capital outlay or other state or federal funds dedicated to MainStreet revitalization projects.
- E. Assist the MainStreet and/or Arts & Cultural District organization, where applicable, with collection and dissemination of relevant information, plans and statistics that support the district economic revitalization or reporting to the New Mexico State Legislature through the NMMS program.

IV. REQUIREMENTS OF THE NEW MEXICO MAINSTREET PROGRAM

NMMS, in consideration of financial resources established annually through the New Mexico State Legislature, will provide the following services and resources to designated MainStreet communities (inclusive of the local government partner, local MainStreet organization, and businesses/property owners within the MainStreet district):

- A. Through its staff or contractors, provide technical assistance (at no cost to the local program/community) relevant to the *Main Street Approach*™ and other commercial district economic growth, revitalization, and management topics. Each local organization may request services from NMMS, through submission of a Service Request Form to the NMMS Director.
- B. Provide trainings, institutes, workshops, and conferences to support the community revitalization work of organizations and local government partners, and the professional development of local MainStreet Executive Directors and Board Members, including Executive Director State-Certification.
- C. Conduct a MainStreet Program Annual Review & Accreditation Process for the local MainStreet organization, a comprehensive assessment of the program's accomplishments under the Main Street Approach™ with recommendations required of the organization as a State-Designated Revitalization Partner.
- D. Seek, manage, and coordinate public resources (capital outlay, public infrastructure, or other state/federal funds) and partnership grants for the implementation of local revitalization projects.
- E. Supply Main Street America network membership dues and discounted registration fees for training, institutes, workshops, and conferences, as funding is available.

V. SUBLICENSES

Designated Main Street America Affiliate and Accredited Programs must sign an annual sublicensing agreement established by Main Street America and implemented through the NMMS State Coordinating Program. The sublicensing agreements establish guidelines for participation and use of Main Street America Logos and Branding.

VI. MAIN STREET AMERICA ACCREDITATION

Designated New Mexico MainStreet organizations can apply for Main Street America Accreditation on an annual basis during the MainStreet Program Annual Review. Local organizations participating in the Accreditation Process must show successful implementation of their associated Four-Point projects toward the realization of their Economic Transformation Strategies, tracking and submitting their performance measures via Quarterly Reports, submitting all required documents and information on the online Main Street America Accreditation Platform, and meeting the Standards of Performance established by MSA (Attachment 1, Section IV, C).

VII. NONCOMPLIANCE

An organization that is unable to meet its programs requirements, particularly meeting minimum budget and staffing, and does not maintain its agreements with local government, or does not follow the *Main Street Approach*™ may lose its MainStreet designation and access to NMMS services and resources will be suspended. The Economic Development Department may also notify programs of termination of the MOU at the New Mexico MainStreet Director's recommendation. Upon cancellation of the MOU, NMMS will no longer provide services to the organization and local government partner, and they will be ineligible to apply for NMMS funding opportunities. The organization may be further prohibited from using the Main Street America name, a trademark of the National Main Street Center, Inc. Inactive programs must reapply to NMMS for designation through the Project-Based Initiatives and NMMS Accelerator Process.

VIII. AGREEMENT

The parties hereunder do mutually agree that they have read and fully understand the obligations and responsibilities in operating as a partner with the New Mexico Economic Development Department's New Mexico MainStreet program as a MainStreet and/or Arts & Cultural District as stated herein and in Attachment 1 (*New Mexico MainStreet Program Guidelines*) accompanying this MOU. The parties further agree to abide by the terms of this MOU, implementing it to the best of their ability, with the assistance of services and resources (when available) provided through the New Mexico MainStreet program, and in accordance with the *Main Street Approach*™ as defined by Main Street America/National Main Street Center.

The local MainStreet organization and/or Arts & Cultural District (if applicable), local government partner and New Mexico MainStreet program hereby mutually agree to support the revitalization of the designated MainStreet and/or Arts & Cultural District under the specifications listed herein and in Attachment 1 (*New Mexico MainStreet Program Guidelines*) accompanying this MOU.

We do hereby sign:

On behalf of the New Mexico MainStreet Program, a program of the New Mexico Economic Development Department:



4/19/2024

Director, New Mexico MainStreet Program

Date

On behalf of the Local MainStreet Organization:

President of the MainStreet Truth or Consequences

Date

On behalf of the Local Government Partner:

Mayor/Manager/Representative of the City of Truth or Consequences

Date

Please enclose the annual resolution of the City Council, County Commission or Tribal Council identifying financial support for the MainStreet organization. Also attach any other working agreements or contracts between the City of Truth or Consequences and the MainStreet Truth or Consequences.



NEW MEXICO MAINSTREET™

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Attachment 1: New Mexico MainStreet Program Guidelines

for July 1, 2024 through June 30, 2026

I. Background

***Mission:** The New Mexico MainStreet Program fosters economic development in the state by supporting local MainStreet/Arts & Cultural District revitalization organizations and their local government partner in their economic work in downtowns and adjacent neighborhoods. The Program provides resources, education, training, and services for asset-based economic growth that builds local knowledge and skills based on the Main Street Approach™, which preserves and enhances the built environment, supports district businesses and entrepreneur development, and conserves and interprets local culture and heritage resulting in increased economic vitality of each participating local MainStreet district.*

New Mexico MainStreet is a designated “Main Street America” State Coordinating Program. Main Street America is a program of the nonprofit National Main Street Center, Inc., a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department is licensed and accredited annually to administer the MSA/NMSC’s **Main Street Approach™** to downtown revitalization. It does so through the development of “Economic Transformation Strategies” that are implemented through comprehensive work in four broad areas known as the **Four Points: Economic Vitality, Design, Promotion, and Organization.**

NMMS is delegated by state statute (Main Street Act, NMSA 1978, 3-60B-1 to 3-60B-4 and the Arts and Cultural District Act, NMSA 1978 15-5A-1 to 15-5A-7 NMSA 1978), and through NMEDD, to assist communities in building capacity in community economic development that creates jobs, supports commercial property owners, mitigates leakage of economic resources, grows businesses, encourages and supports entrepreneurship, benefits the local economy, and raises the quality of life for its residents. The NMMS program was launched in 1984 and accepted its first designated organizations in 1985. NMMS is responsible for coordinating and orchestrating resources, services, and professional technical assistance to its organizations via several programs and initiatives. For more information, visit the NMMS website: www.nmmainstreet.org.

II. New Mexico MainStreet and Main Street America Designations

Local New Mexico MainStreet programs are established as public-private, community economic development partnership programs dedicated to revitalization and economic growth of traditional and/or historic commercial centers. Local programs are tiered, based on local capacity and organizational development, and receive resources, technical assistance, and support from NMMS concurrent with their program designation or authorization.

- A. **New Mexico MainStreet Project-Based Initiatives:** When resources are available to add new MainStreet projects or programs, local communities can enter the NMMS Program by participating in one of NMMS’s *Project-Based Initiatives* and follow-up participation/acceptance into the NMMS *Accelerator*. Applications

can be submitted on a rolling basis; however, interested communities should contact NMMS Leadership to discuss potential projects, receive preliminary approval, and then apply to receive support when NMMS has the available resources to support the proposed project.

- 1) **Frontier and Rural Communities Initiative (FRCI):** The MainStreet Act was amended in 2013 by the State Legislature to establish the Frontier Communities Initiative administered by NMMS to provide project-based community economic development support for rural communities. The FRCI supports communities under 50,000 in population. The 12 to 18-month affiliation with NMMS through the Initiative focuses on one economic development project within a traditional or historic village or town center. The FCI is not open to communities that already have a MainStreet or Arts & Cultural District Program. The program focuses not only on the proposed project, but it also seeks to renew and build leadership in community economic development. It requires a group of stakeholders working in partnership with a local governing body, however, it does not require a non-profit board and paid staff as is required of designated MainStreet Programs.
- 2) **Native American Communities Initiative (NACI):** Building off the success of the Frontier/Rural Communities Initiative, the NACI was created in 2019 to provide specific project-based community economic development support to New Mexico's indigenous communities where the preservation of tribal culture and political sovereignty create different challenges and opportunities than working in rural economic development in general. The 12 to 24-month affiliation with NMMS through the Initiative focuses on one economic development project within a pueblo, reservation, or village or town center. The NACI is not open to communities that already have a MainStreet or Arts & Cultural District Program. Like the FRCI, NACI focuses not only on the proposed project, but it also seeks to renew and build leadership in community economic development. It requires a group of stakeholders working in partnership with a tribal governing body, however, it does not require a non-profit board and paid staff as is required of designated MainStreet Programs.
- 3) **Urban Neighborhood Commercial Corridors Initiative (UNCCI):** The UNCC Initiative is a new pilot program of the New Mexico Economic Development Department's MainStreet program aimed at providing project-based community economic development support to urban neighborhood commercial corridors located in cities with more than 50,000 in population that may currently not have the capacity or resources to start or operate a full-fledged MainStreet Program. Like the FNAC and NACI Initiatives, the UNCC requires a group of stakeholders working in partnership with a local governing body, however, it does not require a non-profit board and paid staff as is required of designated MainStreet programs. Selected communities receive NMMS professional services and technical assistance to implement and complete a community economic development project within 12 to 18 months.

B. New Mexico MainStreet Accelerator: In 2023, New Mexico MainStreet developed a new pathway for local communities to achieve Main Street designation. Organizations and/or communities interested in becoming a Main Street program must first apply to participate in a NMMS project-based initiative – either a Frontier and Rural Communities Initiative, Native American Communities Initiative, or an Urban Neighborhood Commercial Corridor Communities Initiative. Upon successful completion of a project-based initiative, applicants interested in moving toward MainStreet designation will be invited to submit an application for a second project and development of a Revitalization Action Plan that will include both local priorities and benchmarks established by NMMS to guide the applicants progress toward Main Street designation. Revitalization Action Plans should include actions and projects within each of the four points of the Main Street Approach (Organization, Economic Vitality, Promotion, Design), including actions specific to resource development, such as fundraising/ grantwriting, volunteer recruitment, and securing a MOU/service contract with the local municipality.

Upon successful completion of a second project and the development of a Revitalization Action Plan during their participation in a NMMS Project-Based Initiative, the applicant will be eligible to apply for NMMS Accelerator program designation. As a NMMS Accelerator program, the designee will also receive designation as a Main Street America Affiliate program and will embark on achieving the benchmarks established by NMMS and other requirements contained within this document to move them to the next

level. Over a 12-to-18-month timeframe, NMMS will provide guidance and technical assistance throughout the Accelerator to ensure the designee maintains designation as a Main Street America Affiliate when they complete the process. Local communities participating in the Accelerator must demonstrate progress in the implementation of their action plan and secure a commitment from their local government partner to help achieve their economic development goals and pass a resolution of support to provide minimum required funding through a service contract when they complete the process. Upon successful completion of the Accelerator process the organization will begin participating in the Annual MainStreet Program Review & Main Street America Accreditation Process where they will be eligible to receive MSA Accredited status based on their prior 12-month performance and meeting the baseline requirements and six standards of performance established by MSA.

C. Designation as Main Street America Affiliate™ or Accredited™ Program: NMMS, as a licensed and accredited State Coordinating Program, annually awards local Mainstreet programs with a Main Street America Affiliate™ or Main Street America Accredited™ designation based on progress in the prior 12 months toward meeting Main Street America's Performance Requirements and Operating Standards (outlined in Section IV, C of this document).

- 1) **Main Street America Affiliate™** status is for revitalization programs or organizations that have demonstrated a commitment to the comprehensive Main Street Approach™ to District revitalization, have completed the NMMS Accelerator benchmarks, and are building organizational capacity using economic transformation strategies that engage the four points to develop their goals and annual implementation plans. Affiliate Programs are building or re-establishing their operational capacity and their programmatic engagement with demonstrable economic performance toward completing their ETS goals and working to attain Main Street America Accredited designation.
- 2) **Main Street America Accredited™** status is for programs or organizations that demonstrate success in planning, implementing, and measuring successful Economic Transformation Strategies utilizing the Main Street Approach™. Accredited programs have fully engaged Boards, committees or task groups working in all Four Points and a paid Executive Director commensurate with the requirements listed in Table 1 & Table 2 (*Budget and Staffing*) based on the size of the community. Accredited programs establish, monitor, and report rigorous outcome performance measurements and document achievement under all Standards of Performance established by Main Street America.
- 3) **Sublicensing Agreements for Main Street America Affiliate and Accredited programs:**
 - i. New Mexico MainStreet organizations designated as a Main Street America Affiliate or Accredited program must sign an annual sublicensing agreement established by Main Street America and implemented through the NMMS Coordinating Program.
 - ii. The sub-licensing agreements establish guidelines for participation and requisite use of Main Street America Logos and Branding.

D. New Mexico Arts & Cultural Districts Program and Designation: The NM Arts & Cultural Districts Program (ACD), was established by the legislature in 2007 and statutorily attached to New Mexico MainStreet, to assist communities in developing their cultural and creative economy resources to create dynamic and economically vibrant districts. The ACD Program is a joint effort of three state agencies, New Mexico MainStreet, New Mexico Arts Division, and Historic Preservation Division (HPD). The NMMS Director, by statute, serves as the State Coordinator overseeing the ACD program. The New Mexico Arts Commission authorizes new districts, compounds, and institutions based on recommendations from the ACD State Coordinator, and HPD administers the NM State Income Tax Credit for Preservation of Cultural Properties that provides a doubling of the available tax credit when a listed property is located within the boundaries of a State-Authorized ACD.

- 1) **Arts & Cultural District Start-Up Designation:** When state resources allow, municipalities, citizens, designated NMMS programs, or other nonprofit organizations can apply or petition to participate in NMMS's *Creative Economy Jump Start* as the first step toward the *Arts & Cultural District Start-Up Designation*.
 - i. *Creative Economy Jump Start:* The purpose of the *Creative Economy Jump Start* is to work with local Main Street Organizations and non-NMMS communities interested in becoming a NMMS Program to access capacity and identify opportunities with respect to Creative and Cultural Economy work and their potential for designation as a New Mexico State Authorized Arts & Cultural District.
 1. Designated NMMS programs can request to participate in the *Creative Economy Jump Start* by submitting a NMMS Service Request and justification memo outlining the communities creative and cultural assets and potential for designation as a New Mexico State Authorized Arts & Cultural District.
 2. Non-NMMS communities/organizations can apply to participate in the *Creative Economy Jump Start* by applying to NMMS' FRCI, NACI, or UNCCI Project-Based Initiatives.
 - ii. **Start-Up Arts & Cultural District Designation:**
 1. NMMS Organizations that have successfully completed the initial phases of the *Creative Economy Jump Start* and have effectively documented their potential for State Authorized ACD designation can petition NMMS to enter the ACD Start-Up phase to develop strategies to grow their arts, cultural, and creative economy assets.
 2. When resources are available to add new MS programs, non-NMMS communities that have completed the *Creative Economy Jump Start* through their participation in one of the NMMS's Project-Based Initiatives and are interested in becoming a NMMS Program with an ACD Designation can apply for participation in a joint/hybrid NMMS Accelerator/ACD Start-Up Process.
 3. ACD Start-Up's must complete the ACD Start-Up Performance Benchmarks that includes organizational, financial, planning, and image development modules that build local capacity, develops local arts and cultural assets, and help develop a cohesive and well-recognized Arts & Cultural district with a high concentration of cultural facilities and programs that serve as the main anchors of economic and destination development. A comprehensive outline of the Start-Up process and list of benchmarks is available for download at www.nmmainstreet.org/resource.
- 2) **State-Authorized Arts & Cultural District Designation:** MainStreet Programs that have completed the ACD Start-Up benchmarks, established arts and cultural assets and programming, have a developed, cohesive, easily recognizable District, and have an adopted Cultural Economic Development Plan can petition the NMMS Director/ACD Coordinator and NM Arts Commission for designation as a State-Authorized Arts & Cultural District. State Authorization:
 - i. Enables the doubling of the state's historic tax credits (up to \$50,000) for rehabilitation of eligible historic commercial properties listed on the State Register of cultural properties within the district's boundary.
 - ii. Enables local MS/ACD program to apply for NMMS Capital Outlay Public Infrastructure projects identified in the adopted Cultural Economic Development Plan.
 - iii. Enables access to NMMS technical assistance to implement arts, cultural, and creative economy projects in the district.
 - iv. Ensures the local ACD district will be included in Statewide branding and marketing of the Districts as an arts and cultural destination.

- v. Through municipal adoption of the Local Economic Development Act (LEDA), qualifying entities under the "cultural facilities" definition can apply for local and state LEDA funds for public/private economic development projects prioritized in the ACD Cultural Economic Development Plan, Master Plan, and/or MRA Plan.
- 3) Start-Up and State-Authorized Arts & Cultural District (ACD) designations are attached to a local MainStreet organization designated by New Mexico MainStreet as an Accredited or Affiliate Main Street America program. These Arts & Cultural Districts are administered by an ACD Coordinating Council that is responsible for developing and implementing Creative Economy projects and activities in the Arts & Cultural District. The ACD Coordinating Council operates under the local MainStreet organizations structure as a Standing Committee or Taskforce and are subject to the policies and procedures of the host organization.

E. *MainStreet programs with Start-Up or State-Authorized Arts & Cultural District (ACD):* In addition to NMMS and National Main Street Operations and Performance Standards (see Section IV. Performance Requirements and Operating Standards), programs with a Start-Up or State-Authorized ACD designation must also meet the following guidelines:

- 1) The organization shall meet all the statutory obligations of the Arts & Cultural District Act (2007).
- 2) The organization shall meet all policy requirements established by the State ACD Council:
 - i. Quarterly/Semi-Annual Reporting
 - ii. Creative economy benchmarks and performance measures
- 3) The organization shall have or will work with their local government partner to complete an ACD Cultural Economic Development Plan adopted by the local governing body.
- 4) MainStreet programs having chosen and received Start-Up or State Authorized ACD designation shall add or dedicate at least one of their ETS's to ACD/creative economy work.
 - i. The ACD Cultural Economic Development Plan will help guide the development of ACD ETS to grow the District's Cultural Economy.
 - ii. Goals of the ETS shall be integrated into the annual work plan and budget of the MainStreet organization.
- 5) Establish and maintain a standing ACD Coordinating Council (Committee or Taskforce) dedicated to implementing ACD/creative economy work:
 - i. The ACD Coordinating Council should include artists, artist organizations, and cultural and creative entrepreneurs.
 - ii. The MainStreet Board is responsible for ensuring adequate staffing, resourcing or support to the ACD Coordinating Council.
 - iii. With the support of staff, the ACD Coordinating Council shall prioritize and implement projects in the Board-adopted ETS's, and in line with the Cultural Economic Development Plan adopted by local government.
 - iv. The Coordinating Council shall contribute to and participate in the annual performance or accreditation reviews conducted by NMMS.
 - v. Please see "*Policy Establishing Guidelines for the ACD Coordinating Council in State-Authorized Arts & Cultural Districts*" for more detailed information.
- 6) ACD staff (and, when possible, ACD Coordinating Council members) shall participate in in NMMS trainings, conferences, and institutes.

III. Economic Transformation Strategies and Community Revitalization

The local MainStreet organization is required to establish and implement three (3) NMMS-approved Economic Transformation Strategies (ETS) for the district based on a market analysis and adopted economic development plans. The local MainStreet organization is expected to engage NMMS, their local government partner, and district stakeholders in the process of developing and adopting their ETS. Of the three ETS, one should be dedicated to organizational capacity building ("Capacity Building Strategy") and is not directly related to specific economic development goals. An annual work plan is developed based on the three (3) ETS. All work in the Main Street Approach™ and Four-Points (Organization, Design, Promotion, and Economic Vitality), should directly support outcomes established under the ETS strategies. Work teams, task forces or committees are established to implement projects that advance each strategy.

The focus of the MainStreet Program Annual Review & Accreditation Process for each local organization will be based on the positive outcomes of the Board and staff in meeting performance metrics in the annual work plan related to each ETS strategy and the engagement of each of the Four Points by the organization in meeting each strategy.

ETS strategies should be concrete, specifically defined, and achievable with the existing resources of the local organization. Local resources include volunteers established as committees/taskforces/work teams, funding, and adopted revitalization and redevelopment tools necessary for successful completion of each of the annual strategies. Requests for NMMS services, resources and support are available to help achieve these annual economic development strategies.

A. Annual strategies are expected to be informed/guided by:

1) **For Main Street America Affiliate or Accredited programs, or State Authorized Arts & Cultural Districts:**

i. Input from district stakeholders and local government partners, and District Master Plans, Metropolitan Redevelopment Area Plans, District Cultural Economic Development Plans, and/or Comprehensive Economic Plans adopted by the local government partner.

2) **For communities engaged in the New Mexico MainStreet Accelerator or Arts & Cultural District Start-Up:**

i. Input from district stakeholders and local government partners, NMMS Accelerator benchmarks, and related Action Plan or Creative Economy Jump Start Plan

ii. Other Accelerator or Start-Up benchmarks established by NMMS

B. Based on designation of the local **MainStreet and/or Arts & Cultural District** organization as a Main Street America Affiliate™, Main Street America Accredited™ program, NMMS will provide professional assistance and support through the Main Street Four-Point Approach® tied to ETS's and annual work plans via a service request form submitted to NMMS. NMMS will work with the local governing body and the local organization to identify and apply for funding for planning and infrastructure/capital investments within the district identified as priority projects in adopted plans. Priority is given to those MainStreet projects on the Infrastructure Capital Improvement Plans; additional bonus points on competitive applications may also be considered.

IV. Performance Requirements and Operating Standards

A. Requirements for Local MainStreet Organizations

Maintaining a Main Street America Affiliate or Accredited Program enables access to additional specialized technical support, incentive programs, and resources, and serves as a pre-requisite to apply for MainStreet Public Infrastructure funds and operations/project funding through NMMS Partners (MFA, NMFA, FundIt, and other federal, state and foundation grantors partnering with NMMS). Maintaining a Main Street America Accredited program also ensures access to scholarships and grants from the New Mexico Resiliency Alliance (NMRA) and its funding partners.

New Mexico MainStreet maintains a digital dashboard (www.nmmainstreet.org/dashboard/login.php) to track annual compliance filings and monitor progress toward State Certification and National Accreditation. Main Street America also has a Main Street Accreditation web-based platform (<https://mainstreetreporting.org/login>). Local MainStreet organizations are responsible for uploading compliance and other required filings on both platforms on an annual basis.

A local MainStreet organization designated by NMMS of the NMEDD must meet or exceed the following requirements to maintain its designation:

- 1) *MOU*: The organization has a fully executed Memorandum of Understanding with the Economic Development Department and Local Government Partner.
- 2) *Scope of Services Contract/MOU/LOA with Local Government Partner*: It is required that the local MainStreet organization have a separate annual contract for services with the local government partner to do community economic development work within the designated district, outlining expectations of the local government partner, and clearly defined deliverables for its financial support of the local MainStreet organization. The organization must provide NMMS with a copy of the executed agreement annually.
- 3) *Resolution of Support and Funding by the Local Government Partner* (City Council, County or Tribal Commission). Each MainStreet and/or Arts & Cultural District program must have in place a biennial MOU with NMEDD's NMMS program and the local governing body, along with an annual/biennial resolution adopted by the local government partner for the term of the MOU stating its support and funding commitment to the local MainStreet organization. If the resolution is for only the first year of this MOU, then a new resolution by the governing body will need to be approved and delivered to NMMS prior to services from NMMS continuing into the second year of the two-year MOU cycle. Failure to adopt such resolution of financial support, or to provide the operational resources to sustain the Public-Private Partnership, may result in the suspension of the services provided by NMMS. The annual funding commitment required of the local government partner is described in Table 1 for FY25 and Table 2 for FY26 below.
- 4) The MainStreet organization is also required to engage in fundraising and resource development activities needed to meet the minimum operational budget requirements for a Main Street America Program (Table 1).

Table 1: FY2025 (July 2024 – June 2025) budget and staffing requirements for New Mexico MainStreet/Main Street America organizations.

	<i>Rural Community</i>	<i>Small Community</i>	<i>Mid-Size Community or Commercial Neighborhood</i>	<i>Large Community or Urban Program</i>
Population	< 5,000	5,001 - 15,000	15,001 - 50,000	> 50,000
Min. Operating Budget for Main Street America Affiliate program	\$25,000	\$45,000	\$60,000	\$100,000+
Min. Operating Budget for Main Street America Accredited Program	\$40,000	\$60,000		\$100,000+
Required Contribution to local MainStreet program by Local Gov't Partner	\$20,000	\$35,000	\$40,000	\$60,000
Executive Director Staffing Requirement, MainStreet America Affiliate (hrs/wk)	20	30		
Executive Director Staffing Requirement, Main Street	20	40		

America Accredited program (hrs/wk)				
NMMS Accelerator and ACD Start-Up process Designate	\$20,000 from local government; no staffing requirement			

*Note: operating at minimum budget/staffing benchmarks is usually not adequate to advance Four Point projects.

Table 2: FY2026 (July 2025 – June 2026) budget and staffing requirements for New Mexico MainStreet/Main Street America organizations.

	<i>Rural Community</i>	<i>Small Community</i>	<i>Mid-Size Community or Commercial Neighborhood</i>	<i>Large Community or Urban Program</i>
Population	< 5,000	5,001 - 15,000	15,001 - 50,000	> 50,000
Min. Operating Budget for Main Street America Affiliate program	\$25,000	\$45,000	\$60,000	\$100,000+
Min. Operating Budget for Main Street America Accredited Program	\$40,000	\$60,000		\$100,000+
Required Contribution to local MainStreet program by Local Gov't Partner	\$26,000	\$46,000	\$52,000	\$79,000
Executive Director Staffing Requirement, MainStreet America Affiliate (hrs/wk)	20	30		
Executive Director Staffing Requirement, Main Street America Accredited program (hrs/wk)	20	40		
NMMS Accelerator and ACD Start-Up process Designate	\$20,000 from local government; no staffing requirement			

B. Participation Requirements for Local MainStreet/ACD Organizations

The MainStreet/Arts & Cultural District Executive Director and/or appropriate staff should attend NMMS Conferences and Institute training as established by the State Coordinating Program to build their skills and knowledge.

1) Requirements for Executive Directors:

- i. The Executive Director must attend the annual NMMS Conference and NMMS Institute.
- ii. The Executive Director must complete the *NMMS Executive Director Boot Camp and Certification Program* where they will receive one-time training in MainStreet Fundamentals.
 - Executive Directors wishing to substitute equivalent training courses, or to receive a waiver for previously-attended trainings, must obtain prior written approval from NMMS and proper documentation must be provided when courses are completed.

- iii. An Executive Director must attend a Main Street America's national "Main Street Now" conference within the first two years of employment and at least once every four years to keep up-to-date on the accomplishments and innovations of other MainStreet leaders nationally.
 - The organization, through reimbursement or other schedule of payment, assumes the costs of the Executive Director's participation in all required trainings.

2) Board President/Board Members:

- i. The local organization Board President is expected to attend one of the following each year: NMMS Conference, NMMS Institute, or national Main Street Now Conference.
- ii. The Board President and other Board members shall attend any required Board member trainings established by NMMS.

C. Main Street America Standards of Performance

- 1) *Main Street America Accreditation:* Consideration for Accreditation by the Main Street America applies only to those local MainStreet organizations implementing their Economic Transformation Strategies, tracking and fulfilling performance measures, and meeting the MSA/NMSC Standards of Performance, listed below. A comprehensive listing of the indicators and scoring process is available for download at www.nmmainstreet.org/resource.
 1. Broad-based Community Commitment
 2. Inclusive Leadership & Organizational Capacity
 3. Diverse and Sustainable Funding
 4. Strategy-Driven Programming
 5. Preservation-Based Economic Development
 6. Demonstrated Impact & Result

V. Resources Provided by New Mexico MainStreet:

NMMS is funded through the New Mexico State Legislature and provides a variety of resources to designated communities including access to professional technical assistance, economic growth and revitalization supports, networking, and education as described in the following pages:

A. Technical Assistance Services

Through its staff or contractors, NMMS will provide technical assistance (at no cost to local program/community) in a variety of subject areas relevant to the Main Street Approach™ to downtown revitalization, an organization's "Economic Transformation Strategies, and their work in the Four Points: Economic Vitality, Design, Promotion, and Organization. Each local organization may request on-site, email, and/or telephone consultation(s) from NMMS. Access to Technical Assistance is initiated through submission of a Service Request Form to the NMMS Director/ACD Coordinator. Upon receiving the service request, the NMMS Director/ACD Coordinator will assign the appropriate Revitalization Specialist(s) to coordinate, design, and delivery of services, on-site visits and/or other communications. Service request forms, along with descriptions of available services are available online at: nmmainstreet.org/resource/programs/.

Technical Assistance services include, but are not limited to:

- Organization: Organizational development consultants provide facilitation in strategic planning, visioning and mission statements, work plan development, resource development, leadership and volunteer

development, succession planning, nonprofit management, committee training, staff training, and continuous quality improvement of the program.

- *Marketing and Promotion:* Promotion, Marketing and Graphic Design specialists offer assistance with image development and branding, marketing strategies, logo design, promotional and collateral materials development, event planning, visual merchandising, media relationships, online/social media, publicity and advertising.
- *Economic Vitality:* Economists, business, and property development specialists provide technical assistance and training in market analysis, business strengthening and recruitment, real estate development, economic development incentives, revitalization financing tools, placemaking, and program progress and impacts monitoring.
- *Architectural and Design Services:* Architects and Planners provide conceptual design services for façade improvements, floor plans, parking, landscape, signage and interior improvements.
 - a. *Design Intensives:* Specialized, local volunteer-driven, on-site design intensives are offered by the NMMS Design Team through application (when available) to the MainStreet Placemaking, and MainStreet Façade Squad, and other architectural restoration.
- *Planning and Historic Preservation:* Planners and design professionals provide assistance in placemaking, historic preservation, community-based planning processes, streetscape design, vehicular and pedestrian circulation enhancements, parks, way-finding design, district master planning, metropolitan redevelopment plans, urban planning, and zoning.
- *Arts & Cultural/Creative Economy Resources Development:* Cultural Resource consultants, in partnership with staff and consultants from New Mexico Arts, offer technical assistance and services related to protection, development and promotion of arts and cultural resources, cultural facilities and historic properties to enhance the local creative economy supporting cultural entrepreneurs, creative enterprises and industries.

B. Other Resources

New Mexico MainStreet provides a variety of resources and partnerships to assist local communities and organizations with the revitalization of their traditional or historic commercial district. These include:

- *Trainings, Workshops, Conferences, and Institutes:* Annually, NMMS identifies opportunities for intermediate and advanced-level trainings in specific areas of the Main Street Four-Point Approach® to strengthen and build skills for organizational and municipal leaders and partnering organizations.
 - *Annual NMMS Conference and NMMS Institute*
 - Managing the MainStreet/ACD Nonprofit Corporation training
 - Multi-part series on Grant Writing and Nonprofit Fundraising for local MainStreet leaders
 - *Online trainings:* NMMS provides webinars, videos or other online training opportunities to build capacity of staff, community leaders and organization volunteers in support of the district economic growth and revitalization.
- *NMMS Executive Director Boot Camp and Certification Program:* Executive Directors who successfully complete the Boot Camp and other required trainings shall automatically qualify as a State-Certified Executive Director.
- *Marketing:* NMMS and NMEDD provide statewide marketing opportunities for local MainStreet organizations/districts, initiatives and activities through its websites (www.goNM.biz, www.nmmainstreet.org, www.offtheroadnm.org), social media platforms, e-newsletters, and *Choose MainStreet* marketing campaign.

- Information and Networking: Through regular email, list serves, mailings, websites and meetings, NMMS provides timely notice on grant and partnership opportunities, guidance on innovative revitalization tools and techniques, and helps with addressing the multiple challenges that arise during the day-to-day course of each local organization's MainStreet efforts.
- MainStreet Program Annual Review & Accreditation Process Accreditation Process: Accreditation by the Main Street America recognizes achievement under the Standards of Performance established by the Main Street America/National Main Street Center, Inc. NMMS conducts an annual accreditation review – a comprehensive assessment of the program's accomplishments under the Main Street Approach® for the previous calendar year. Participation in the Accreditation review is required and the NMMS Director prepares recommendations for Main Street America based on the performance of the previous 12 months. Main Street America Accreditation is also contingent upon meeting all compliance requirements listed in preceding sections.
- Main Street America/National Main Street Network Membership: The state program pays each local organization's annual network membership fee to the MSA. Membership benefits include the monthly *Main Street News*, discounted conference and workshop registration fees, access to members-only informational resources on the NMSC website, and member rates on publications.
 - Main Street America Conference – Main Street Now: Annually, NMMS provides discounted basic registration for Main Street America Affiliate and Accredited programs to help each Executive Director attend the Main Street Now conference. Local organizations meeting all annual performance standards for Main Street America Accredited programs are also provided one (1) additional discounted basic registration to the NMSC conference for a member of the Board of Directors when funding is available.
- MainStreet Public Infrastructure Funding: MainStreet America Affiliate, MainStreet America Accredited, and State Authorized Arts & Cultural District programs are eligible to apply for NMMS Capital Outlay Public infrastructure funding for priority pedestrian safety upgrades and infrastructure improvements within designated MainStreet Districts
 - NMEDD works with the State Legislature and Governor to appropriate Public Infrastructure funds, which are then awarded on a competitive basis with particular emphasis on construction-ready projects and organizational commitment to leverage such funds for direct economic growth and private sector reinvestment.
- MainStreet Partnership Grants and Resources: NMMS works closely with several other state agencies including the Tourism Department, Historic Preservation Division, New Mexico Arts Division, and the Department of Transportation as well as other statewide partnering organizations that share a common vision including the New Mexico Coalition of MainStreet Communities (NMCMS) and the New Mexico Resiliency Alliance (NMRA).
 - The State Coordinating Program also works with statewide nonprofit and corporate funding partner organizations that provide funding opportunities to local MainStreet/ACD programs to access and coordinate resources for district economic development and revitalization projects.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.16

SUBJECT: Authorization of transfer of funds to the R & R Water Certificate of Deposit
DEPARTMENT: Finance
DATE SUBMITTED: June 6, 2024
SUBMITTED BY: Angela Torres
WHO WILL PRESENT THE ITEM: Angie Gonzales, City Manager

Summary/Background:

This item is to authorize a transfer of funds to the R & R Water Certificate of Deposit (CD) in the amount of \$191,161 for the purpose of the USDA Reserve Requirement.

Recommendation:

Approval of Transfer

Attachments:

- -
- -

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): Choose an item.

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 6-12-24



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.17

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: June 6, 2024
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Angie Gonzales, City Manager

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases More Than \$20,000)

Recommendation:

Approval Recommended by Finance Director

Attachments:

- -
- -

Fiscal Impact (Finance): Choose an item.

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): Choose an item.

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: Click here to enter a date. Referred To: Click here to enter text.

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

File Name: CC Agendas 6-12-24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 12, 2024

Agenda Item #: I.18

SUBJECT: Award Recommendation for RFP #23-24-008 Ralph Edwards Park Shade Structures

DEPARTMENT: Finance Department

DATE SUBMITTED: June 7, 2024

SUBMITTED BY: Mindee Holguin, CPO

WHO WILL PRESENT THE ITEM: OJ Hechler, Community Services

Summary/Background: Proposals for RFP #23-24-008 Ralph Edwards Park Shade Structures. We received five (5) bids with Pluma LLC being the lowest bid with all three (3) people agreeing from the Evaluation Committee.

Recommendation:

OJ Hechler recommends that we award all who submitted

Attachments: [Click here to enter text.](#)

- Letter of Recommendations
- RFP #23-24-008

Fiscal Impact (Finance): N/A [Click here to enter text.](#)

Legal Review (City Attorney): N/A [Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC agendas 6-12-24



City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

Date: June 7, 2024

To: City Commissioners
Angie Gonzales, City Manager

From: Mindee Holguin, Chief Procurement Officer

Re: Ralph Edwards Park Shade Structures
RFP: 23-24-008

A handwritten signature in blue ink, appearing to be "M. Holguin", is written over the "From:" line.

Proposals were received until May 30, 2024 at 2:00 p.m. We received five (5) proposals for the above RFP from the following proposers:

Mansco – Las Cruces
King Industries – Ruidoso
Pluma LLC – Albuquerque
Oakridge LLC – Las Cruces
RY Construction – Truth or Consequences

All five (5) bids were responsive with Pluma LLC being the lowest bidder; therefore, it is recommended that we award to Pluma LLC.

City of Truth or Consequences

STATE OF NEW MEXICO



REQUEST FOR PROPOSAL (RFP)

RALPH EDWARDS PARK SHADE STRUCTURES

RFP #23-24-007

CITY OF TRUTH OR CONSEQUENCES PURCHASING
505 SIMS
TRUTH OR CONSEQUENCES, NM 87901

ISSUED: 05/03/2024

NON-MANDATORY PRE-PROPOSAL MEETING: 05/16/2024 10:00 AM MST

PROPOSAL DUE DATE: 05/30/2024 2:00 PM MST

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of improving access to Ralph Edwards Park for residents and tourists alike by providing new shade structures for cool and comfortable spots at existing picnic tables and benches and addressing areas without shade.

B. SCOPE OF PROCUREMENT

1. Remove all six (6) existing shade structures, cutting the metal at ground level and dismantling metal structures with all debris disposed of properly.
2. The purchase of all needed metal structural steel, and panel roofing for seven (7) new shade structures, approximately 15 X 20.
3. Dig footers of appropriate size and using tube forms, form up, install rebar and pour footer with steel reinforced metal plates for attaching and supporting new shade structures.
4. Fabricate new roof framing for shade structures by welding together 2 X 6 metal members, and creating a new frame for shade structures.
5. Erect new frames to posts welding all framing members together on site to create all framing for new shade structures.
6. Install new metal roofing panel 26 gauge according to manufacturer's instructions and creating a water tight roofing system.
7. Have plans drawn and pull all necessary NM State Building Standards permits for the job.
8. Paint all frames with direct to metal paint in color of the City of T or C's choice.

Please include an estimated time frame from start to finish including material wait time, and date available for contractor to start project.

This RFP will be a single award.

C. CHIEF PROCUREMENT OFFICER

City of Truth or Consequences has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Mindee Holguin, Chief Procurement Officer
Address: 505 Sims Street, Truth or Consequences, NM 87901
Telephone: (575) 952-0490
Email: mholguin@torcnm.org

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement. Other City employees or Evaluation Committee members do not have the authority to respond to questions.
2. **Protests of the solicitation or award must be submitted in writing to the Chief Procurement Officer identified in Section II.B.11.** As a Chief Procurement Officer has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Chief Procurement Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.

D. PROPOSAL DELIVERY

All deliveries of proposals via express carrier, courier or hand delivery, must be addressed and submitted as follows:

Name: *City of Truth or Consequences
Mindee Holguin, Chief Procurement Officer*
Reference RFP Name: *RFP # 23-24-008 Ralph Edwards Park Shade Structures*
Address: *505 Sims Street
Truth or Consequences, NM 87901*

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. **"Agency"** means the City of Truth or Consequences.
2. **"Award"** means the final execution of the contract document.
3. **"Business Hours"** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **"Chief Procurement Officer"** means the person or designee authorized by the City to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
5. **"City"** means the City of Truth or Consequences, County of Sierra, State of New Mexico.
6. **"City Commission"** means the elected individuals whom are responsible for governing the City of Truth or Consequences.

7. **"Confidential"** means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978. See also NMAC 1.4.1.45. The following items may not be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.
8. **"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services or construction.
9. **"Contractor"** means any business having a contract with the City of Truth or Consequences.
10. **"Determination"** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
11. **"Electronic Version/Copy"** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain.
12. **"Evaluation Committee"** means a body appointed to perform the evaluation of Offerors' proposals.
13. **"Evaluation Committee Report"** means a report prepared by the Procurement Officer and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. **"Final Award"** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
15. **"Finalist"** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
16. **"Hourly Rate"** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
17. **"Mandatory"** – the terms "must," "shall," "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

18. **"Minor Irregularities"** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
19. **"Offeror"** is any person, corporation, or partnership who chooses to submit a proposal.
20. **"Price Agreement"** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
21. **"Procurement Manager"** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
22. **"Project"** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
23. **"Purchase Order or PO"** means the document which directs a contractor to deliver items for tangible personal property or services pursuant to an existing, valid contract.
24. **"Redacted"** means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
25. **"Request for Proposals (RFP)"** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
26. **"Responsible Offeror"** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
27. **"Responsive Offer or Responsive Proposal"** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
28. **"Sealed"** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed.

Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

- 29. **"Services"** means delivering value to customers by facilitating outcomes customers want to achieve.
- 30. **"Single Source Award"** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
- 31. **"Solicited and Awarded"** means an Invitation to Bid or RFP was made available to the general public, through any means.
- 32. **"Staff"** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
- 33. **"Statement of Concurrence"** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s).
- 34. **"Successful Offeror"** means an Offeror who has met all qualifications.
- 35. **"Unredacted"** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
- 36. **"Written"** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc.

https://www.torcnm.org/services/finance/bid_opportunities.php

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	City of T or C	May 3, 2024
2. Acknowledgement of Receipt Form	Potential Offerors	May 13, 2024
3. Pre-Proposal Conference	Agency	May 16, 2024 10:00 A.M.
4. Deadline to submit Written Questions	Potential Offerors	May 20, 2023
5. Response to Written Questions	CPO	May 23, 2024
6. Submission of Proposal	Potential Offerors	May 30, 2024 2: 00 P.M
7.* Proposal Evaluation	Evaluation Committee	Ma 31, 2024
8.* Selection of Finalists	Evaluation Committee	June 5, 2024
9.* Award Recommendation and Contract Submitted to the City Commission	Agency/Finalist Offerors	June 12, 2024
10.* Notice of Award and Contract given to successful Offeror	CPO	June 13, 2024
11.* Protest Deadline	Proposers/CPO	July 5, 2024

* Dates indicated in Events 7 through 11 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of the City of Truth or Consequences as indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail, hand deliver or send by registered or certified mail the Acknowledgement of Receipt Form (APPENDIX A), to the Chief Procurement Officer identified in Section I.D at mholguin@torcnm.org to have their organization placed on the procurement Distribution List. The form must be returned to the Chief Procurement Officer as the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, in the City of Truth or Consequences at 303 East Riverside Drive, Truth or Consequences, NM 87901. See Attachment A – Address of Pre-Proposal Conference, non-mandatory.

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Chief Procurement Officer (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered unofficial until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Chief Procurement Officer as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to:

https://www.torcnm.org/services/finance/bid_opportunities.php

6. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** Proposals will be date and time stamped of receipt.

This RFP requires hard copies be delivered. The date and time of receipt will be recorded on each proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third-party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address nor any other reason for a delay will be accepted for failure to make the state deadline.

HARD COPY PROPOSALS MUST BE ADDRESSED AND DELIVERED TO THE CHIEF PROCUREMENT OFFICER AT THE ADDRESS IDENTIFIED IN SECTION I.D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP #23-24-008 Ralph Edwards Park Shades

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required approval by the City Commission and signature(s) on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Chief Procurement Officer will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter.

Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.9). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

9. Award Recommendation and Contract Submitted to the City Commission

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) to the City of Truth or Consequences, taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time frame specified, the City reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process. The award and contract are subject to appropriate City Commission approval and signature(s).

Award recommendation and Contract will be submitted to the City Commission for approval as indicated in Section II.A., Sequences of Events or as soon as possible thereafter.

10. Notice of Award and Contract Given to Successful Offeror

Upon approval of the award recommendation from the City Commission and receipt of the signed contractual agreement, the City's Procurement office will submit award and contract as per Section II.A., Sequence of Events, or as soon as possible thereafter to successful offeror.

11. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Chief Procurement Officer has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Chief Procurement Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

City of Truth or Consequences
Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

ELECTRONIC PROTESTS WILL NOT BE ACCEPTED
PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency or Local Public Body which may derive from this RFP. The State Agency or Local Public Body entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the City of Truth or Consequences or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the City of Truth or Consequences.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Chief Procurement Officer or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements. The City of Truth or Consequences will determine if the Offeror's Terms and Conditions are acceptable.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.21. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the

same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City of Truth or Consequences. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: https://www.torcnm.org/services/finance/bid_opportunities.php

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Mayor, Mayor Pro-tem, Commissioners or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differ from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award (if applicable);
4. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

30. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City's Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the City's Chief Procurement Officer or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City's Chief Procurement Officer or Central Purchasing Officer.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only four (4) proposals in response to this RFP.

B. NUMBER OF COPIES

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below, and sealed according to the definition provided in Section I.F.28.

Offeror's shall provide four (4) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals:

1. Proposal Content and Organization

For evaluation purposes, Offeror's are expected to provide a detailed description of how they will provide and perform the tasks identified in the detailed scope of work in Section IV A.

Within each section of the proposal, Offerors should address the items in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal **must be** organized and **indexed/tabbed** in the following format and **must contain, at a minimum**, all listed items in the sequence indicated.

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Response to Contract Terms and Conditions (from Section II.C.15)

5. Offeror's Additional Terms and Conditions (from Section II.C.16)
6. Response to Specifications
 - a. Organizational Experience
 - b. Cover Sheet
 - c. Company Information Form
 - d. Detailed Scope of Work Response Form
 - e. Conflict of Interest and Debarment/Suspension Certification Form
 - f. Proof of General Liability Insurance
7. Other Supporting Material (if applicable)
8. Completed Cost Response Form (APPENDIX D)

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

1. Remove all six (6) existing shade structures, cutting the metal at ground level and dismantling metal structures with all debris disposed of properly.
2. The purchase of all needed metal structural steel, and panel roofing for seven (7) new shade structures, approximately 15 X 20.
3. Dig footers of appropriate size and using tube forms, form up, install rebar and pour footer with steel reinforced metal plates for attaching and supporting new shade structures.
4. Fabricate new roof framing for shade structures by welding together 2 X 6 metal members, and creating a new frame for shade structures.
5. Erect new frames to posts welding all framing members together on site to create all framing for new shade structures.
6. Install new metal roofing panel 26 gauge according to manufacturer's instructions and creating a water tight roofing system.
7. Have plans drawn and pull all necessary NM State Building Standards permits for the job.
8. Paint all frames with direct to metal paint in color of the City of T or C's choice.

Please include an estimated time frame from start to finish including material wait time, and date available for contractor to start project.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a) provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as

a provider of shade structure installations. All contractors provided to private sector will also be considered;

- b) provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Offeror must include key personnel education, work experience and applicable certifications/licenses.
- c) describe at least two project successes and failures of shade structure installations. Include how each experience improved the Offeror's services.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.** the sole discretion of the Evaluation Committee.

3. Cost

Offerors must complete the Cost Response Form in APPENDIX D.

4. Company Information Form

The Offeror's proposal must be accompanied by the Company Information Form in APPENDIX G. The form **must** be completed and signed by the person authorized to obligate the company. The section on acknowledges receipt of the Addenda must also be completed. For any Addenda, please reference the Procurement Library in Section I.G.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors <i>(Correspond to Sections IV.B and IV.C)</i>		Points Available
A. Technical Specifications (## Total Points)		
B. 1. Organizational Experience		300
B. Business Specifications (## Total Points)		
C.1. Financial Stability		300
C.2. Performance Surety Bond		Pass/Fail
C.3. Letter Of Transmittal		Pass/Fail
C.4. Campaign Contribution Disclosure Form		Pass/Fail
C.6. Cost		400
TOTAL POINTS AVAILABLE		1,000

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. C.2 Performance Bond (See Table 1)

Pass/Fail only. No points assigned.

3. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

4. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

REQUEST FOR PROPOSAL

RALPH EDWARDS PARK SHADE STRUCTURES
RFP #23-24-008

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: City of Truth or Consequences
Chief Procurement Officer
505 Sims Street

Truth or Consequences, NM 87901

E-mail: mholguin@torcnm.org

Subject Line: RFP # 23-24-008 Ralph Edwards Park Shade Structures

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract

for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250)
WERE MADE** to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

APPENDIX C

DRAFT CONTRACT

The Agreement included in this APPENDIX C represents the contract the Agency intends to use to make an award. The City of Truth or Consequences reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences New Mexico (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and [REDACTED] (the "Contractor") and is effective as of the date set forth below upon which it is executed.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the City of Truth or Consequences; and

WHEREAS, all terms and conditions of the Request For Proposal Number 23-24-008 Ralph Edwards Park Shade Structures and the Contractor's response to such document(s) are incorporated herein by reference (Attachment A).

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- a. The Contractor shall perform the work as outlined in the scope of work attached hereto and incorporated herein by reference.

2. Compensation.

- a. The City shall pay to the Contractor [REDACTED] dollars and [REDACTED] cents (\$xxxxxx.xx) plus New Mexico Gross Receipts Tax for services satisfactorily performed.
- b. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (the fiscal year is July 1 to June 30) in which the services were delivered.
- c. Contractor must submit a detailed statement accounting for all services performed and expenses incurred to the Accounts Payable Department at 505 Sims Street,

Truth or Consequences, NM 87901. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

- a. This Agreement shall be in effect as of _____ and will expire on _____.

4. Contract Renewal.

- a. This contract may not be renewed

5. Termination.

- a. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination along with contractors expenses to comply with City's termination notice, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City, and fails to implement corrective action within ten (10) business days of the City's notice, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein and contractors failure to implement corrective actions for fault. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

- b. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

- a. The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do not exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

- a. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Discrimination Prohibited

- a. In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

9. ADA Requirement

- a. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents, and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

10. Reports and Information

- a. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered in this Agreement. (additional requirements may be added)

11. Establishment and Maintenance of Records

- a. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided to the City as directed by the City Manager.

12. Publication, Reproduction and Use of Materials

- a. No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

13. Construction and Severability

- a. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

14. Claims

- a. The Contractor shall defend, save and hold harmless the City from claims to the extent caused or allegedly caused by negligence on the part of the Contractor in performance of Contractor's scope of work under this Agreement.

15. Subcontracting

- a. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

16. Release

- a. Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

17. Confidentiality

- a. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

18. Product of Service - Copyright.

- a. All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

19. Conflict of Interest; Governmental Conduct Act.

- a. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- b. The Contractor further represents and warrants that it has complied with, and,

during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

20. Merger.

- a. This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. Penalties for Violation of Law.

- a. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- b. The parties hereto affirmatively state that no illegal bribes, gratuities or kickbacks of any sort have been or will be made or requested in connection with this Agreement.

22. Equal Opportunity Compliance.

- a. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

23. Applicable Law.

- a. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

24. Workers Compensation.

- a. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

25. Records and Audits

- a. The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the payment for the work under this Agreement unless permission to destroy them is granted by the City and the funding City.

26. Indemnification.

- a. The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source to the extent caused by the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor or City the receiving party shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the other party by certified mail.

27. Invalid Term or Condition.

- a. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

28. Enforcement of Agreement.

- a. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

29. Notices.

- a. 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:
- b. To the City:
 - i. Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901
- c. To the Contractor:
 - ii. _____

30. Authority.

- a. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

31. Insurance

- a. Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

32. Assignability

- a. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City thereto: Provided, however, that claims for money

by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

33. Amendment

- a. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- b. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

34. Entire Agreement:

- a. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

IN WITNESS WHEREOF, the parties have executed this Agreement as _____, 2024.

By: _____ Date: _____
City of Truth or Consequences

By: _____ Date: _____
City’s Legal Counsel –Certifying legal sufficiency

By: _____ Date: _____
Contractor

APPENDIX D

COST RESPONSE FORM

REQUEST FOR PROPOSAL #FY-FY-###

RFP NAME

Description	Type	Quantity	Cost per Item

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

APPENDIX E

Letter of Transmittal Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP#: 23-24-008 RALPH EDWARDS PARK SHADE STRUCTURES

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

☐ No.
☐ Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

☐ No.
☐ Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____ Date: _____

(Must be signed by the individual identified in item #2.A, above.)

APPENDIX F

COMPANY INFORMATION FORM

Date of Proposal: _____

Company name: _____

New Mexico State Business License No. _____

Resident Business or Veteran Business Preference Certificate No. _____

NOTE: Attach a copy of the valid certificate and documentation to validate Percent preference.

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

(Hereinafter called the "Respondent") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual, Limited Liability Company, Joint Venture, Other (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals #23-24-008 RALPH EDWARDS PARK SHADES.

The Respondent understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities and will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____

Phone: _____

City, State, Zip: _____

Email: _____

(Affix Corporate Seal if proposal is by Corporation)

APPENDIX G

CONFLICT OF INTEREST-DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
- 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the City's contracting process;
 - 2) this Agreement complies with Section 10-16-7(8) NMSA 1978 because
 - i. the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City , or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
 - 3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;
 - 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
 - 5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

- C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to the City's Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or Bid but prior to the award of the /Purchase Order/Agreement or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

ORGANIZATION: _____

NAME OF AUTHORIZED SIGNER: _____

TITLE: _____ PHONE NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

AUTHORIZED SIGNATURE

DATE

