

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoepfner
Commissioner

Traci Alvarez
Acting City Manager

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

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, JANUARY 22, 2025; 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. PUBLIC COMMENT (3 Minute Rule Applies)

D. REPORTS

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

E. CONSENT CALENDAR

1. City Commission Special Minutes, December 30, 2024
2. City Commission Special Minutes, January 6, 2025
3. City Commission Regular Minutes, January 8, 2025
4. Acknowledge Regular Golf Course/Recreation Advisory Board Minutes, August 26, 2024
5. December 2024 Accounts Payable
6. Subrecipient FY 24/25 2nd Quarter Reports

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 26 24/25 Budget Adjustment Request. Jocelyn Holguin, Finance Director

F. ORDINANCES/RESOLUTIONS/ZONING Continued...

2. Discussion/Action: Resolution No. 27 24/25 Amending City Manager Authorities pertaining to Purchase Requisitions. Jocelyn Holguin, Finance Director
3. Discussion/Action: Resolution No. 28 24/25 Correcting a scrivener's error contained in Ordinance No. 770 adopted December 18, 2024, ratifying actions heretofore taken; repealing all action inconsistent with this resolution and authorizing the taking of other actions not inconsistent with this resolution. Assistant City Manager Alvarez

G. NEW BUSINESS

1. Discussion/Action: Request for the use of the Civic Center parking lot. Larry Wilkin
2. Discussion/Action: Approve and Accept 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Contingency Funding. Chief Tavizon
3. Discussion/Action: Pay and Salary Proposal. Chief Tavizon
4. Discussion/Action: Discussion regarding the March 4, 2025, Referendum Special Election. Mayor Hechler
5. Discussion/Action: Appointment of Marian Phillips to the Housing Authority Board of Commissioners. Assistant City Manager Alvarez
6. Discussion/Action: Review/Revise Golf Course Apartment Tenant Lease Agreement and approve Mayor to execute. Assistant City Manager Alvarez
7. Discussion/Update: 297 Third Street Market Rent Appraisal. Assistant City Manager Alvarez

H. EXECUTIVE SESSION

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

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

1. Limited Personnel Matters (Possible selection of City Manager and approval of contract) Pursuant to 10-15-1(H.2).

J. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING FEBRUARY 12, 2025



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: E.1

SUBJECT: City Commission Special Minutes, December 30, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: January 15, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-22-25

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
MONDAY, DECEMBER 30, 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 was absent
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
Angela A. Torres, City Clerk-Treasurer
Jay Rubin, City Attorney

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

2. APPROVAL OF AGENDA:

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

C. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Amendment to English & Spanish Special Election Resolutions No. 15 24/25.

City Attorney Rubin: We had a meeting on December 18, 2024 and during that meeting we passed an amended Special Election Proclamation Resolution number 15 24/25. On the morning of December 19th it was brought to my attention that the resolution that had just passed the day before had some language in there that should have not been in there. If you look at the resolution on paragraph 3 of the bold print it says "**PAY COSTS OF ISSUANCE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF THE REVENUES**

RECEIVED BY THE GOVERNMENTAL UNIT PURSUANT TO SECTION 7-1-6.4, NMSA 1978 (THE "STATE-SHARED GROSS RECEIPTS TAX"); APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE LOAN PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT PROVIDING FOR THE DISTRIBUTIONS OF THE REVENUES OF THE STATE-SHARED GROSS RECEIPTS TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT". We learned that the language should not be in there.

It should actually say **"PAY COSTS OF ISSUANCE; PROVIDING FOR THE PAYMENT DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE REVENUES OF THE 1/4 OF ONE PERCENT (0.25%) INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX IMPOSED ON ALL PERSONS ENGAGING IN BUSINESS IN THE GOVERNMENTAL UNIT PURSUANT TO SECTION 7-19D-9 NMSA 1978 AND GOVERNMENTAL UNIT ORDINANCE NO. 606 ADOPTED JUNE 14, 2011 (THE "GROSS RECEIPTS TAX"); APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE LOAN PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE DISTRIBUTIONS OF THE REVENUES OF THE GROSS RECEIPTS TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT.**

City Attorney Rubin: This was brought to my attention on Thursday morning, and I gave the advice to the city for us to go to publication on the correctly written ordinance because our publication deadline was that day. I advised the City Clerk that we should go to publication with the correct resolution and then we can come back here and correct what we did on December 18th. That is what we did, and by doing that, it keeps us on track with our schedule for the election so we can go forward with it. I am here to suggest that you adopt the correctly worded resolution today and we can make it retroactive to what happened on December 18th. I checked with John Appel and he agreed that would be the way to do it.

Mayor Hechler: So, what I'm hearing is that we are still on track. We haven't lost anything. There was a mistake made earlier. We are all complicit in that, but the good thing is that we were able to correct it and we haven't lost anything. We went to publication with the correct resolution and we are still on track for the March 4th referendum.

Commissioner Fahl made a motion to accept the amendment to Resolution 15 24/25 in English & Spanish and have it retroactive to the December 18, 2024 meeting. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

D. EXECUTIVE SESSION:

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

Commissioner Fahl made a motion to go into executive session at 9:05 a.m. to discuss Limited Personnel Matters (City Manager Interviews) Pursuant to 10-15-1(H.2). Commissioner Hoepfner seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 9:50 a.m.

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

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

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

Commissioner Fahl made a motion to conduct interviews on January 6th at 4:00 p.m. in an executive session. Commissioner Hoepfner seconded the motion. Motion carried unanimously.

F. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 9:52 a.m.

Passed and Approved this 22nd day of January, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: E.2

SUBJECT: City Commission Special Minutes, January 6, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: January 15, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-22-25

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ADMINISTRATION ANNEX BUILDING, 401 MCADOO
MONDAY, JANUARY 6, 2025

A. CALL TO ORDER:

The meeting was called to order by Mayor Rolf Hechler at 4:00 p.m.

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

C. EXECUTIVE SESSION:

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

Mayor Pro-Tem Forrister moved to approve going into executive session at 4:00 p.m. to discuss Limited Personnel Matters (City Manager Interviews) Pursuant to 10-15-1(H.2). Commissioner Fahl seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 6:45 p.m.

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

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

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

Commissioner Fahl made a motion to have the mayor negotiate a contract with a potential candidate. Mayor Pro-Tem Forrister seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

CITY COMMISSION JANUARY 6, 2025 SPECIAL EXECUTIVE MEETING MINUTES

E. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 6:48 p.m.

Passed and Approved this 22nd day of January, 2025

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: E.3

SUBJECT: City Commission Regular Minutes, January 8, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: January 15, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-22-25

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JANUARY 8, 2025

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 was absent
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
Jocelyn Holguin, Finance 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. Friends and family in California in our thoughts and prayers. They are currently dealing with 3 active fires in their state.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Commissioner Fahl moved to approve the agenda with the changes of E2 moved before item E1 and to move D1 to the end of the agenda during item K. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. EXECUTIVE SESSION:

1. Threatened & Pending Litigation (Hot Springs Land Development) pursuant to 10-15-1(H.7).

Commissioner Fahl made a motion to go into executive session at 9:04 a.m. to discuss Threatened & Pending Litigation (Hot Springs Land Development) pursuant to 10-15-1(H.7). Commissioner Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 9:22 a.m.

Commissioner Fahl certified that only matters pertaining to Threatened & Pending Litigation (Hot Springs Land Development) pursuant to 10-15-1(H.7) were discussed in Executive Session and no action was taken in executive session.

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

1. Threatened & Pending Litigation (Hot Springs Land Development) pursuant to 10-15-1(H.7).

This item was moved to the end of the meeting.

E. PRESENTATIONS:

Item E2 was moved before item E1 on the agenda.

2. Abatement Presentation.

Brad Hill Community Development Director presented a PowerPoint presentation regarding abatements. (Complete copy attached hereto and made a part hereof).

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

City Manager Gonzales presented an Employee Service Anniversary Award to Kerin Salcedo for 17 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Tara Manning for 5 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Henry Flores for 5 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Alan Hansen Begg for 1 year of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Mathew Hill for 3 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Joshua Brewer for 3 years of service with the City of Truth or Consequences.

F. PUBLIC COMMENT (3 Minute Rule Applies):

Andy Underwood addressed the Commission with comments related to:

- He updated the Commission on the Carol Plec statute. The statute stands around 8ft tall and it will be placed at the Healing Waters Plaza in one of the planters. They have a few more steps with it.

Susan Todd addressed the Commission with comments related to:

- She said that the Sing Along event was very successful. She thanked all those involved who helped with the event and she has already booked the Plaza for this year's event.

G. REPORTS:

City Manager Gonzales reported the following:

- We have warming centers located at the Civic Center from 7am to 2pm, Monday through Friday, except on the days that the venue is rented, and at the public library 9am to 5pm Monday through Friday and 9am to 12pm on Saturday's. Today may be a little wonky because we are going to close the city offices down at noon.

- We are really just getting back into business now after the long holiday with people taking time off, and people getting back and ready to go.
- Since Arnie has moved on, Traci and I are staying in touch with the Water/Wastewater department. The water guys are out fixing waterlines right now in the weather. We are in compliance, and we would never let this community come into that kind of situation. Arnie's position is open, and we are taking applications.

City Commission Reports:

Commissioner Fahl reported the following:

- Yesterday, the Sierra County Recreation and Tourism Board had their quarterly meeting. They have a pretty robust agenda with lots of different topics. They talked a lot about some great improvements that will be occurring at the Spaceport. The tax authority group has agreed to fund the installation of some infrastructures, so they can get some more electric lines out there that the state had refused to fund.
- The Forest Service is back to creating more improvements on trails and for the tourism aspect, that is a tremendous benefit for us.
- The scenic byway group is going to be creating some new brochures.
- City Clerk Torres, can you and I work together on trying to set up some sort of community meeting so we can start planning our big 75th anniversary event.

Commissioner Mitchell reported the following:

- The T or C Fiesta is doing a special flashback to Fiesta event this Saturday at the Geronimo Springs Museum from 4pm to 7pm. They are going to bring out a bunch of old photographs and memorabilia from previous Fiesta's. I have a couple of students that are going to be taking videos of people that want to come and share their Fiesta memories. We are just trying to capture the past 75 years of this celebration of our name change from Hot Springs to Truth or Consequences. We are inviting people to come out. There will be light snacks, raffle tickets and story swapping. If anybody wants to come down and meet the Fiesta Board and the volunteers and share your experiences, we would love to have you.
- We are starting the launch of the Geronimo Springs Alternative pathway program. It is a youth and adult education pathway for getting a high school diploma equivalency or GED. They are taking enrolments now up until Friday, and then classes will start next week. There has already been a huge response online for it. It should also be coming out in the paper today or tomorrow. This is a great opportunity for adults because there is not an equivalent or GED program in the community right now. This is a chance for anyone who needs to get that degree or get assistance with getting anything from a driver's license to locating your social security card. They can come on down and talk to the counselors and the teachers at the program. You can contact them through me until we get the whole program put into place. I am excited that we had such a huge response. I think there are 15 students in the youth program and 6 students in the adult

program. This program is partnered with Workforce Connections, so there is built in incentives and work study opportunities so we can get more people into the workforce here which is a huge need in our community.

Commissioner Hoeppner reported the following:

- Happy New Year to everyone.
- I want to thank everyone who shopped locally this season. The last few weeks of December were very successful for the small businesses in our community. Together we can make a difference.
- 2025 is going to be a big year for everybody. I am looking forward to seeing you all move forward to a brighter future.
- Thank you to the Police Chief. We had a power outage a couple of nights ago, and the police force was out there in the downtown area within minutes checking on stores and making sure everything was safe. I was very impressed by the quick response.

Mayor Hechler reported the following:

- As I was involved with a past commission and looking at some of the things that we've gone through in the past, our commissions, apart from this one, have been reactive in the past, and I think we have been very proactive. We are going to have a comprehensive plan for our community in place. We've okayed \$50,000 to be spent on that. That is going to help us plan what our needs are for this community coming up. We've been very active in waterline replacement and getting the funds for that. In fact, we have over 80,000 linear ft. or 15 miles of waterline scheduled to be put into the ground over the next 3 years. That's \$15 million. We've been very fortunate to receive the funds. Our management and our staff have done a wonderful job of getting that planned out. We are in the process of getting an EDA grant which is a federal grant for an end to end community development plan. Much like the comprehensive plan, but much more detailed. That plan will end up costing around \$400,000 to \$500,000 but it is fully funded under a grant and it also comes from a staff person to implement the plan, and I am really looking forward to that. We have our electric study that is around a half million-dollar plan. Assistant City Manager Alvarez and I were talking, and she came up with the idea that we should have an end-to-end community wastewater plant. That would be the last thing that we would need to have done. The appropriate fund for that would be the bond money that we received from our community. That would be an appropriate way to spend that money to get that planned out. What will this do for us? All of these plans will open the door for us to receive funding from the state because our plans are done. Once our plans are done, then we go out for funds for design and construction. That is the first step and having those plans in front of us and having hard copies to present to our legislators and to the governor's office or anywhere that we need to go with those things. Having those plans in place and ready to go goes a long way to get to that first step so we can get our funding. I am really looking forward to that opportunity. It's really important that we do those things, and it should set the table for us for the next 15 or 20 years. We are still

relying on a 2014 Master Plan. It is time to get these things updated across the board, and I think a lot of that is going to get done this year.

City Attorney Rubin had no reports.

H. CONSENT CALENDAR:

1. City Commission Regular Minutes, December 18, 2024

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

I. ORDINANCES/RESOLUTIONS/ZONING:

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

Jocelyn Holguin, Finance Director reviewed the budget adjustments submitted in the packet.

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

J. NEW BUSINESS:

1. Discussion/Action: Trash Can Design proposals.

Becca Eza, MainStreet T or C Director: As part of our clean and beautiful grant that MainStreet has received, one portion of it is trashcan painting. In 2023 MainStreet did their first round of painting 6 downtown trashcans. We asked for volunteers from the community to paint them. Unfortunately, this grant is not able to pay the artists for their art. Part of "adopting a trashcan" is that the artist agrees to paint it and then maintain it. We are going to put sealant over it to try and protect it from the elements here. We put out a call last fall for proposals. We had more than twice as many as we thought. Initially we were going to purchase new trashcans, and we still will with this grant money, but the particular model trashcan, the 4-sided metal ones that are great to paint on are discontinued so we are looking for a new style of trashcans. We will work with the city on where those will go to make it easy for the Sanitation Department to empty. In the meantime, for this trashcan painting, we would like to use the 8 unpainted ones. Some are not in really good shape so it will help to make them look good by painting them. There are 3 on Broadway, 3 on Main Street and 2 in front of the Healing Waters Plaza.

We had proposals come in and we put together a selection committee with representatives from MainStreet, the Arts Council, downtown business owners and the city to select the artists that we would like to invite to adopt a trashcan. This is not a judgement of the best artwork. The selection committee tried to choose a variety of themes and styles of artwork and have the community well represented to artists. I am here today to present to you the 8 artists' drawings. We asked the artists to create a proposal of what they will be painting on the trashcan and then we would like to have your approval for that if you think these are appropriate themes and styles of art to put on these trashcans. They will be painting them over the course of the next couple of weeks. On January 25th there will be a big litter pickup downtown at the Healing Waters Plaza starting at 9:00 a.m. and we will invite the trashcan artists and introduce them. Some of you may remember in the last round of trashcan art, one of them had something painted on it that ended up having a couple of complaints from the community about. It was more of a misunderstanding of what the theme was intended to be, so we just want to avoid that this year and have you guys review the designs and make sure that you don't see anything that could be considered controversial or anything that would cause complaints, so we don't have to ask the artists to change it.

Commissioner Fahl made a motion to approve the trash can design proposals. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Multi Animal Special Use Permit 1501 N. Ash.

Assistant City Manager Alvarez: This came to the Commission after the recommendation to deny the permit came back from the Planning & Zoning Board back in August. At that time the Commission made a decision to deny the request for the Multi-Animal Special Use Permit. The meeting minutes are attached to your agenda packet. You wanted us to bring this back to you in 90 days. Currently, I have had no contact with the applicant. She has made no attempt to contact Planning & Zoning to do any of the improvements that she spoke about. We did notify her to let her know that this would be going back in front of the Commission. You have a copy of the email that she sent saying that she was unable to attend this meeting. At this time, I am going to turn it over to Code Enforcement. I know that he has gone out and done an inspection and made attempt to contact the applicant as well.

Tyler Knull, Code Enforcement Officer: I have attempted to reach out to the applicant regarding this Multi-Animal permit. I did receive an email back and she said that she was unable to attend this meeting. She has not made any attempt to reach out to us and nothing has been done on the property, and I haven't seen any improvements on the property. I have gone ahead and filed charges on this for a violation of our city ordinance.

City Attorney Rubin: So, you filed this through the Magistrate Court? What charges did you charge her with?

Tyler Knull, Code Enforcement Officer: I charged her with a violation of section 3-8-1.

Mayor Hechler: So, at this point and time we can't really take any action until the judge rules on what he is going to do. Is that correct?

Tyler Knull, Code Enforcement Officer: What we are looking for from you is a recommendation from the governing body. The judge will issue a decision, and ultimately if they decide to press charges it will go to trial and that will require testimony from the governing body, and that is why we are here today.

City Attorney Rubin: I think you tell the court that you already considered this back in August 2024. The Commission denied the multi-use permit at that time. You have now brought it back here in January 2025, so I think the Commission would say that there has been no change in the facts, therefore we confirm our decision to deny the permit, and then Mr. Knull you will have that when you go to court.

Commissioner Fahl: I think we also need to reiterate that we tried to work with this individual, and with no response at all, how do we try and resolve the situation without having to go those extra steps. And that's unfortunate that they didn't respond.

Commissioner Fahl made a motion to deny the Multi Animal Special Use Permit 1501 N. Ash. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Increase Commission Approval Threshold.

Jocelyn Holguin, Finance Director: In my time that I've been here and reviewed our process, I feel, based on my experience, our staff's capacity to increase the threshold because I feel like the \$20,000 threshold that we are currently approving are a time constraint in the Finance Department when we could be working on other projects, we are busy putting packets together. The state allows up to \$60,000 so I would like to increase the threshold to follow the state statute. I mentioned the \$50,000 because if it is federal funds then you have to follow the \$50,000 threshold when it comes to approvals. If we can do this, it would be less hindrance on the staff as well because we are delaying processing when we could just do this internally and make this work, instead of holding up time. Helping us be more productive is basically m goal.

Commissioner Mitchell: Why was the limit of \$20,000 approved previously?

City Attorney Rubin: We adopted a resolution which set forth the \$20,000 limit. Before that we didn't have anything in place, so the \$20,000 limit was our first try to see how this works with the intention that we could always re-visit it if we wanted to raise or lower

the amount. If you wish to proceed with the higher threshold, we probably want to bring the resolution back to you at the next meeting.

Commissioner Fahl: I am going to vote no to do this because our main job is fiscal responsibility, and I want to know what is going through. I know that things cost more nowadays, and \$20,000 doesn't sound like a lot, but I would like to be more fiscally aware of when we are making big purchases. I think that \$20,000 is fine, so we know what we are agreeing to spend money on. It is not a matter of the lack of faith or anything like that, it is just having more fiscal awareness.

Mayor Hechler: I agree with you to some degree that we have to be fiscally responsible as a Commission. I think that is important, but there may be a way that we can still address this without having to go through all of the protocols that you are going through now. Items that are between \$20,000 and \$50,000 can be addressed and put on a consent calendar. We wouldn't have to go through the processes that you go through now to address everything, but I think we want to be informed of what the city is spending its money on. If we had a line on the consent calendar that identified that we spent "X" amount of money, then when we go through the process of approving the consent calendar, and if we have a question about the item, then we could address that question to you and you guys could respond. That way we could still stay fiscally responsible as a Commission and we will know what's going on, because we do want to know where your money is being spent and \$20,000 doesn't sound like a lot of money to some folks, but it is a lot of money for us.

Jocelyn Holguin, Finance Director: That doesn't change anything for us because we are still going to have to do all of the packets.

Mayor Hechler: It would be a line on the consent calendar that would show enough detail so we know what it is, so if we have a question about it we could ask you. Otherwise, it would just go through a normal consent calendar process. I think that would save a lot of time, but we would still be apprised of what the city is spending its money on. I haven't thought out the process all the way through, but that would be one way we could stay informed.

Jocelyn Holguin, Finance Director: Would that still fall under pre-approvals? It would be a delay in processing as well.

Mayor Hechler: That's true. It would involve an approval during one of our meetings. The consent calendar is only approved during one of our two week meetings, so we'll have to discuss that. That's part of the problem. They aren't able to process these \$20,000 items because they have to wait two weeks, so if the item comes up right after a Commission meeting, it's 2 weeks before they have approval to go ahead and process. That is one of the issues.

Assistant City Manager Alvarez: Is it something where we could go through the process but, add on the consent calendar any purchases that we've made between that \$60,000

and you guys just get a report of those and anything over \$60,000 would come to you for approval.

Mayor Hechler: I don't recall ever disapproving anything that was \$20,000. I don't think we ever said no, but I think we wanted to be informed. I don't think we want to hold up the whole system, but we do want to know what the money is being spent on.

Assistant City Manager Alvarez: I think what we've come across is most of the large purchases are already budgeted and you guys see that during budget time or it's grants and projects that are coming through. Another thing would be unexpected emergency purchases like we've had with waterlines or parts that we need to order, but then we are on a delay because we have to wait for Commission approval for them to buy the lines or the parts that they need. We will still bring it to the Commission in a report showing that we've made that purchase and anything \$60,000 and up would come to you prior to the purchase.

Jocelyn Holguin, Finance Director: They would still have to follow the thresholds and follow the procurement process.

Commissioner Hoepfner: In the situation we are in right now and with future changes, I would like to hold off on that decision because I don't want to implement new things before somebody new comes in. When it comes to an emergency, we can implement something stating, in an emergency the City Manager can sign off with the knowledge that it is an emergency situation.

Jocelyn Holguin, Finance Director: Per state statute, the state emergency declaration is different from this process and that helps with our recovery funding.

Commissioner Fahl: So, you're saying if a waterline broke and we said, no we're not going to change the policy. We're going to leave it at \$20,000 and tomorrow something bad happened and Angie said that she had to go buy a bunch of stuff, so she couldn't do that.

Jocelyn Holguin, Finance Director: An emergency is exempt from the policies.

Commissioner Fahl: So, what he's saying is I want to know what we're spending money on. A two week window isn't going to make or break anything unless it's an emergency, and you're saying that Angie can approve emergency purchases.

Mayor Hechler: So, we really can't act anyway unless we change the resolution. Is that correct?

City Attorney Rubin: Yes.

Mayor Hechler: Can we work up the resolution to encompass what we have discussed, and out that in the resolution and we will discuss it. As far as changing the threshold, as

well to put it on the consent calendar so we can work through all of that issue and then we can talk about that. Will that get us closer?

Commissioner Fahl: At least there would be some options that we could see in writing. I think that we all want to know what we are spending our money on, and if it's two weeks, unless it's an emergency, what is two weeks going to matter anyway.

Commissioner Fahl made a motion to table the Increase Commission Approval Threshold until a resolution is brought forward. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: New IT Part-Time Position.

Jocelyn Holguin, Finance Director: We had discussions with management and staff, and also based on the current IT who has mentioned that he does not want to renew his contract at the end of the fiscal year, so we think it is best to have a person in place to get the directive of the items that he's already done. Based on the numbers that we are currently paying and what we pay out for the subcontractors, we would actually be saving a lot more money by putting a part-time person in. We would like this to be a determination by the end of the fiscal year to see if we want to bump the position up to full-time.

Mayor Hechler: So, we wouldn't be putting this position on board simultaneously. Are we going to wait until Mike leaves or are we going to bring this person on board while he is still here.

Jocelyn Holguin, Finance Director: Mike will stay on for a period of time to help the transition, but from feedback from our IT support, I think we should move forward with moving the position forward.

Commissioner Hoeppner: What is the position going to be for? Everything pertaining to IT?

Jocelyn Holguin, Finance Director: It will be for the IT services. We need maintenance, and we also need a backup server that we don't have. We need to clean up a lot of the email stuff, and basically the communication, and the response is a big thing that we are lacking that we need. I feel if we could have an onsite person that could also work remotely, that will eliminate a lot of the pressure that the staff has, and that is kind of what I am looking at as well.

Commissioner Mitchell made a motion to approve the New IT Part-Time Position. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Liquid Waste Dumping Agreement – Annual Renewal Request.

Assistant City Manager Alvarez: This is the liquid waste dumping agreement that we have with Talon Septic. It expired on December 31, 2024, but the agreement does have the ability to extend annually for an additional 2 years. Talon Septic is requesting an extension to the agreement, and we have Mark Shipley here to speak on behalf of it as well.

Mark Shipley, Talon Septic: I want to express our gratitude to be able to work with the City of T or C. I'll go over why this was a necessary thing that needed to happen. The place that the County had was way out of compliance with the Environmental Department, so they were being shut down. We were graciously granted an opportunity to provide a measured amount of liquid waste to dump with a variety of constrictions of knowing the possibility of common place. We service the City, Elephant Butte, and the County. Once we were granted permission, we started the process of working with the Environmental Department and the Brown Water Bureau to procure a permit to be our own disposal facility, and through that it required a lot of engineering, sampling, soils and testing, and a measure of things that we had to do to deal with liquid waste and septic. We are in the final process of being granted our permanent permit for waste disposal and having granted a temporary discharge permit by the Brown Water Bureau, that permit allows us to begin the construction of the land and also meet the requirements that they want us to meet. We already put in posts for a fence because it has to be a gated area. We have WIFI cameras that also have to go up, and then of course all of the documentation. They will come down and do the inspection for that. The temporary permit is for 120 days once we establish and complete the sales that they require for that, which we anticipate being at the end of this month. Given what our request was for, we don't need an entire year, so we are requesting an extension for 6 months. After that time, they will be granting us the full permit to have our own facility to dump at. In that time, we will be starting to transition away from the city facility.

Commissioner Fahl made a motion to approve the Liquid Waste Dumping Agreement Renewal Request for a 6 month term. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. EXECUTIVE SESSION:

- 1. Limited Personnel Matters (Pertaining to City Manager Interviews & Possible Selection) Pursuant to 10-15-1(H.2).**

Commissioner Fahl made a motion to go into executive session at 11:15 a.m. to discuss Limited Personnel Matters (Pertaining to City Manager Interviews & Possible Selection) Pursuant to 10-15-1(H.2). Commissioner Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

CITY COMMISSION JANUARY 8, 2025 REGULAR MEETING MINUTES

Mayor Hechler reconvened the meeting in open session at 11:30 a.m.

Commissioner Fahl certified that only matters pertaining to Limited Personnel Matters (Pertaining to City Manager Interviews & Possible Selection) Pursuant to 10-15-1(H.2) were discussed in Executive Session and no action was taken in executive session.

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

- 1. Limited Personnel Matters (Pertaining to City Manager Interviews & Possible Selection) Pursuant to 10-15-1(H.2).**

No action was taken.

- 2. Threatened & Pending Litigation (Hot Springs Land Development) pursuant to 10-15-1(H.7).** *(Action for this item was moved from the beginning to the end of the meeting)*

Commissioner Fahl made a motion to authorize City Attorney Rubin to follow up the New Mexico Self Insurers Fund to bring the Hot Springs Land Development matter to a conclusion. Commissioner Mitchell seconded the motion. Motion carried unanimously.

K. ADJOURNMENT:

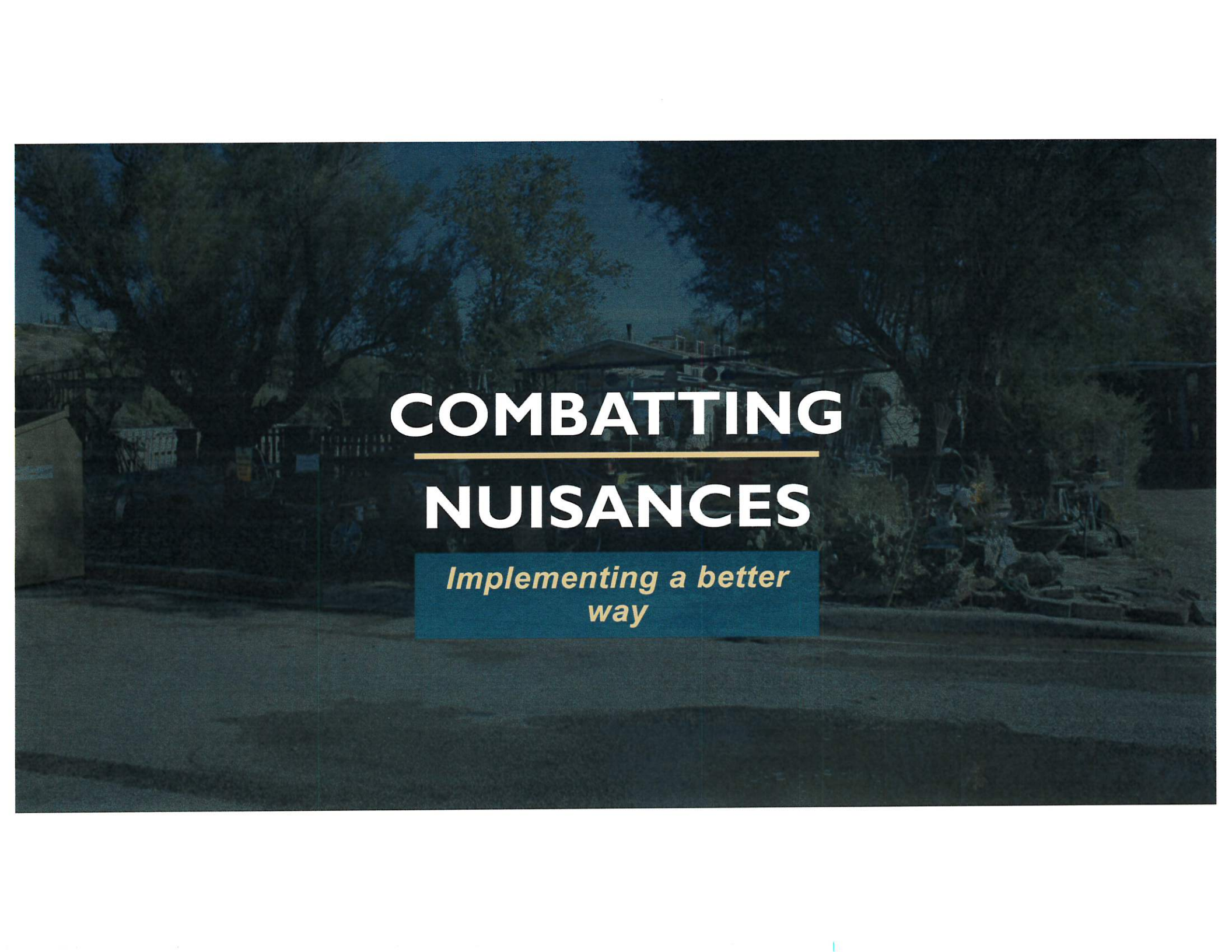
Mayor Hechler adjourned the meeting at 11:32 a.m.

Passed and Approved this 22nd day of January, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



COMBATTING NUISANCES

*Implementing a better
way*



The Idea

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

WHY DO WE NEED A NEW APPROACH?

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

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

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

CRIMINAL CITATIONS VS. CIVIL VIOLATION

Criminal Citation



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

Civil Violation



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

PROPOSED PROCESS

Step 1



A property has been identified as a nuisance.

Notify the owner with a courtesy notice (10 days)

Step 2



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

Step 3



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

Step 4



Abatement of the nuisance property by City.

Step 5



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

NUISANCE ABATED

Step 1: Notify

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



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



COURTESY NOTICE

Date: _____ Location: _____

VIOLATION(S):

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

Requirements for Correction:

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

Follow-Up Inspection Date: _____

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

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

Thank you for your attention to this matter.

Inspector / Code Enforcement Officer: _____

Step 2: Notice to Abate

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

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

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

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

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

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

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

Step 3: Notice of Hearing

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

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

PUBLIC NOTICE
NOTICE OF HEARING
FOR ABATEMENT OF NUISANCE

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

OWNER / RESPONDENT: _____

PROPERTY LOCATION: _____

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

HEARING DATE: _____ TIME: _____

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

DATE OF POSTING: _____ CERTIFIED MAIL: _____

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

Step 4: Conduct a Hearing

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

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

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

Hearings are public and somewhat informal.

Hearings are held once a month.

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

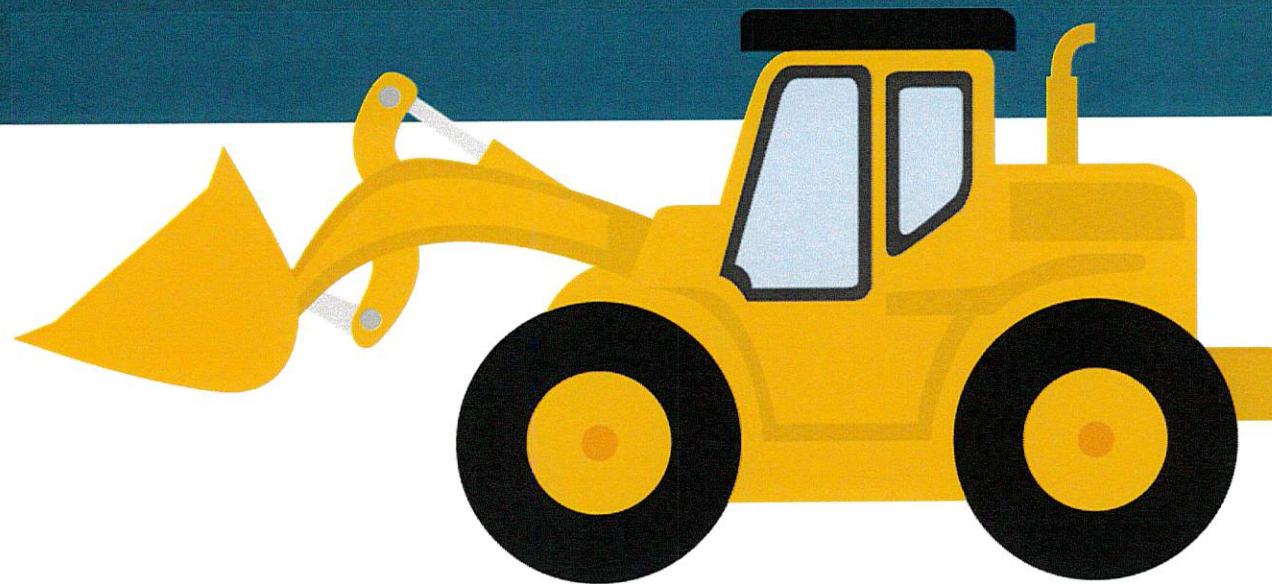
If the property owner wishes, they may appeal a Planning and Zoning Decision to the Governing Body (The City Commission.)

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

Step 5: Abate the Nuisance

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

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



Step 6: Indemnification

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





WHY DOES THIS PROCESS WORK

✓ Expedited Process

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

✓ Allows the Public to Help

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

✓ Follow Through

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

✓ Allows the Public to be Heard

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

✓ Helps small businesses in the community

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

BUDGET

Where does the money come from?

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

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

A PROACTIVE APPROACH

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

1. Vacant Structure or Foreclosed Property Registration

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

RESULTS OF THE PROCESS

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

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

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

WHAT ELSE?



Community Outreach

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



Online Based Reporting

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



Educate

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

A photograph of a slum area with a teal overlay containing the word 'QUESTIONS?'. The background shows a narrow, unpaved street lined with makeshift shacks and dense trees. A large, dark teal rectangular box is positioned on the left side of the image, partially obscuring the background. Inside this box, the word 'QUESTIONS?' is written in a bold, white, sans-serif font. A thin, horizontal orange line is positioned directly beneath the text.

QUESTIONS?



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: E.4

SUBJECT: Acknowledge Regular Golf Course/Recreation Advisory Board Minutes, August 26, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: January 15, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge minutes.

Recommendation:

Acknowledge minutes.

Attachments:

- Board Minutes
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-22-25

**CITY OF TRUTH OR CONSEQUENCES
RECREATION/GOLF COURSE ADVISORY BOARD
Monday, August 26th, 2024
Meeting Minutes**

Regular meeting of the Recreation/Golf Course Advisory Board of the City of Truth or Consequences, New Mexico was held on Monday, August 26th, 2024 at 5:30p.m. The meeting was held at the Recreation Department Building, 2800 S. Broadway, Truth or Consequences, NM 87901.

CALL TO ORDER

ROLL CALL:

David Dawdy, Chairman
Joseph Ferrell, Vice-Chairman
Shennoah Bree Nisly, Secretary, Member

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF THE AGENDA

- 8/26/2024 Meeting Agenda was approved by Chairman Dawdy.
- Motion was Seconded by Vice-Chairman Ferrell.

3. APPROVAL OF June 3rd, 2024, MEETING MINUTES

- Chairman Dawdy moved to approve Meeting Minutes from 6/3/24.
- Motion was Seconded by Vice -Chairman Ferrell.
- All members were in favor.

4. COMMENTS FROM THE PUBLIC:

(3 Minute Rule Applies)

- There were no public comments.

5. NEW BUSINESS

a. Discussion/Update:

Chairman Dawdy: The Board reinstated its support for a walking bridge over the Rio Grande and development of biking and walking trails on the Eastern side.

All members of the board confirmed their mutual support of the bridge and trail development.

OJ Hechler recommended to add the discussion/update to the next meeting agenda as a discussion/action to vote on after the board reinstated its support.

b. Discussion/Update:

OJ Hechler: Louis Armijo Sports Complex Master Plan updates:

OJ Hechler gave input on the Turtleback Trail Network plan, or TTN Plan, reiterating that it is found on the City of Truth or Consequences' public website under Community Services. He clarified that it just a concept plan at this point and the reason the city has not pursued any grant funding for the plan is due to the land ownership across the river and that Rio Vista Land Co. has ownership of a lot of the private land on the other side of the river as well as some BLM land ownership that is part of the hold up with the plan. He mentioned the city is doing research and communication with the land owners regarding a descriptive easement to designate proper ownership of the land in order to move forward with development plans. They haven't heard back regarding the communication about the TTN Plan or had a recent meeting for updates about reaching out to the private land owner

He said that they had the land, the dirt lot, surveyed behind Rotary Park in order to determine ownership and seems that no one actually owns it and were able to acquire a quiet title suit to take ownership as long as no one disputes, so they are considering the same process for a small portion of the land across the river as an advantage in determining the easement and ownership, and when dealing with the B.O.R./Bureau of Reclamation. Part of the issue with where they want to put the bridge is where the dirt dam levy is across from the private property owned by the Rio Vista Land Co. and why the project has stalled.

Member Nisly: Is it my understanding that some of the land behind the dirt lot at Rotary Park up is protected wetland?

OJ Hechler: Yes, some of it may be protected land. Some of it is privately owned and the rest will be part of the survey. Personally, from a parks perspective, there are a lot of additional benefits of the development such as making it into a park. The bridge would also allow the B.O.R. to control the water flow, allow access to cross the river at all times and connect the walking trails. The funding for the trails are out there, but these are some of the issues that the Trail Network has run into.

Chairman Dawdy: Someone should share the ideas of the land easement with the land owners and see how they feel.

OJ Hechler: I've heard that they have and that there mixed reactions, some have an issue with it and others do not. I haven't seen anything in writing.

Chairman Dawdy: Regarding the Louis Armijo Sports Complex Master Plan updates, would you like to treat that separately from the board or under reports from staff?

OJ Hechler: I'll do it separately since I plan to present this to the Commission at their next meeting Wed.

OJ Hechler: Presents L.A. Sports Complex plans to board and explains parking, access to all points via paths and walking trails, comparing Option 1 and Option 2, stating that's he's in favor of Option 2, showing 3 ball fields as opposed to 2. He explained the development phases, starting with phase one's focus on 2 soccer fields, then depending on funding adding in the 3rd field as a championship or practice field.

Amin Dawdy: "I see an area where we could add in another livestock pen for the rodeo. It does seems weird to have a soccer field next to another soccer field."

OJ Hechler: "I understand but they are running out of room. The fields will be a little larger and there will be room for more bleachers." He also pointed out the areas for horseshoes, cornhole, pickleball and confirmed they will be close to concessions.

Member Nisly: "I see plenty of trees. Will there be planned shade structures to allow for shade until the trees get full?"

OJ: "Yes that is how I envisioned it. There will be plenty of shade structures included since it gets so hot." He went on to point out the cross walks to access the complex.

Member Nisly: "There's quite a distance from the parking to the fields. Will there be a shuttle for seniors who cannot walk that far and will the path be wide enough to accommodate a shuttle?"

OJ Hechler agreed that the parking distance and that plans for a possible shuttle for those needing it is a valid point and something to include when presenting to the commission.

Chairman Dawdy: "Thank you for pointing out the parking and walk ways since they aren't clearly visible on the plan where the trees are. I suggest you lead with that and then explain the reasoning behind the 3 fields, such as tournaments. I feel that the equestrian area should be an equestrian and rodeo centered thing, such as pony rides, allowing something for younger kids, since it's a long way from the playground. How do you see the use of the pond? Will there be fish in it? I'm in favor of adding a fountain, and maybe benches and trees around it."

OJ Hechler explained that we if we end up using turf, we would have to use the holding pond for irrigation and we'll need to research that since currently the way we use the pond is what feeds our golf course and will water the future ball fields. He also explained that the reclaimed water would not likely be safe for consuming the fish, so it would need to be catch and release only. He also added that there will be a need to limit public access to the pond for safety. There are questions regarding the pond use that can be passed to the architects.

6. REPORTS FROM THE BOARD

- There were no reports from the Board.

7. REPORTS FROM STAFF

Alan Hansen-Begg, Golf Course Supervisor:

- The golf course has been open every day since the last meeting.
- Our priorities are the irrigation system and maintaining and improving the greens, which is an ongoing project.
- We've been mapping the property and putting together a comprehensive map with all of the sprinklers, valves and control boxes. This will be a digital mapping and can be printed.
- There's a drainage ditch that runs NW to SE of the property that has needed repaired and maintained, because it overflows with all the rain and is one of our biggest ongoing challenges with all the debris and sand.
- One of the projects for this fall and winter is more disc golf infrastructure. I'm putting together a proposal for new tee pad signs and sells sponsor bands on the baskets to fund the project.
- We currently have 36 holes and 2 tee pads per hole at \$350 per hole.
- 11 sponsor benches in place initially from 13 years ago are still under contract and will be kept regardless of no knowledge of who maintains them. After researching and following up the company Benchmark who sold them to us, they have agreed to take the old benches and replace them with new ones and update the small business sponsors.
- There have been some new hires being trained, there are two employees resigning. He went on to share that one new hire is highly qualified and will be assisting in training the next new hire.

- We continue to build up the pro shop and offer more things for golfers and disc golfers.
- We recently blew another fuse in the pump house so it's been a learning experience as we continue to figure out how to source and replace them.

OJ Hechler:

- The state's grant has given us a \$7.5 million for parks across the state, which is not a lot for the whole state.
- We are in the process of applying for new playground equipment for the family park and a new irrigation system in the park.
- We applied for \$1 million of the \$7.5 million for TorC, so we're hoping for that.

8. MEETING WAS ADJOURNED 8/24/2024, 6:10pm.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: JANUARY 22, 2025

Agenda Item #: *E.5*

SUBJECT: December 2024 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: January 16, 2025

SUBMITTED BY: Silke Kapela, Accounts Payable

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

According to Sec. 2-28 of the Municipal Code related to Publication of expenditures:

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

Recommendation:

Approve the Accounts Payable summary for December 2024

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,123,505.96

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 1-22-2025

Accounts Payable Transfer Sheet - 2024 - 2025 FY
Post Date Ending: 12/6, 12/11, 12/13, 12/17, 12/20, 12/27

Fund	Fund Description	Fund Totals						GRAND TOTAL TRANSFERS	Fund Numbers
		12/6/2024	12/11/2024	12/13/2024	12/17/2024	12/20/2024	12/27/2024		
101	General	\$39,159.32		\$32,656.82		\$33,588.55	\$56,566.50	\$161,971.19	101
201	Local Government Corrections	\$1,650.00						\$1,650.00	201
209	State Fire	\$509.36		\$2,110.33		\$1,188.70	\$585.02	\$4,393.41	209
211	Law Enforcement Protection	\$663.87				\$1,200.28		\$1,864.15	211
214	Lodger's Tax			\$466.67		\$9,272.80		\$9,739.47	214
216	Street Renovation	\$1,040.92		\$1,931.18		\$47,977.38	\$310.22	\$51,259.70	216
217	Municipal Recreation							\$0.00	217
260	Fiscal Recovery Funds	\$9,632.01						\$9,632.01	260
294	State Library	\$14,588.72				\$12,719.08	\$417.29	\$27,725.09	294
295	Municipal Pool	\$354.28				\$191.81	\$554.54	\$1,100.63	295
296	PD-GRT Fund	\$777.42				\$1,707.00		\$2,484.42	296
298	PD-Donations		\$8,400.00					\$8,400.00	298
302	Electrical Construction							\$0.00	302
303	Veterans Memorial					\$236.38		\$236.38	303
304	SJOA - Grants							\$0.00	304
305	Capital Improvement General							\$0.00	305
306	Capitla 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			\$1,679.45	\$79,275.83			\$80,955.28	312
313	R&R-Water							\$0.00	313
314	CDBG - Grant					\$4,400.18		\$4,400.18	314
315	CI Reserve- Non Capital Equipment			\$8,364.04				\$8,364.04	315
316	Emergency Reserve							\$0.00	316
320	USDA Water System Improvements						\$101,081.79	\$101,081.79	320
321	Water System Improvements							\$0.00	321
360	NMFA Projects							\$0.00	360
370	Water Trust Board Projects							\$0.00	370
380	Community Development						\$1,287.60	\$1,287.60	380
403	Pledge State Tax	\$27,079.02				\$5,214.51	\$27,079.02	\$59,372.55	403
501	Cemetery			\$292.66				\$292.66	501
502	Utility Office	\$1,345.88				\$1,862.92	\$667.93	\$3,876.73	502
503	Electric Dept	\$35,510.59		\$297,023.53		\$49,768.06	\$2,148.72	\$384,450.90	503
504	Water Dept	\$24,243.74		\$3,633.07		\$11,604.21	\$2,460.07	\$41,941.09	504
505	Solid Waste	\$56,390.52		\$25,128.66		\$6,783.58	\$2,326.55	\$90,629.31	505
506	WasteWater	\$14,790.28		\$9,685.79		\$7,457.38	\$3,728.56	\$35,662.01	506
507	Solid Waste Landfill/Collection							\$0.00	507
508	Golf Course	\$2,361.08		\$1,170.33		\$1,337.38	\$678.93	\$5,547.72	508
509	Municipal Airport	\$19,640.47		\$916.56		\$443.85	\$80.41	\$21,081.29	509
600	Internal Service Fund	\$1,383.13		\$2,650.00			\$73.23	\$4,106.36	600
	Grand Total-Accounts Payable	\$251,120.61	\$8,400.00	\$387,709.09	\$79,275.83	\$196,954.05	\$200,046.38	\$1,123,505.96	



Truth or Consequences

AP EOM REPORT DEC 2024

By Fund

Payment Dates 12/1/2024 - 12/31/2024

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					
XEROX CORP OLD	022500815, 022476673, 0224...	12/06/2024	CITY MANAGER XEROX EQUI...	101-1003-43465	177.74
XEROX CORP OLD	022500815, 022476673, 0224...	12/06/2024	POLICE XEROX EQUIPMENT C...	101-1007-43465	431.02
XEROX CORP OLD	022500815, 022476673, 0224...	12/06/2024	FLEET XEROX EQUIPMENT ON...	101-1012-43465	64.69
MIKE TORRES DBA CD TECHN...	1038	12/06/2024	20' CABLE FOR AP SCANNER	101-1004-44606	27.95
MIKE TORRES DBA CD TECHN...	1038	12/06/2024	NETWORK INTERFACE CARD F...	101-1007-44606	78.71
MIKE TORRES DBA CD TECHN...	1040	12/06/2024	IT SERVICE GENERAL FUND OP...	101-1018-48598	7,389.69
Jocelyn Hoiguin	11222024	12/06/2024	FUEL - PERSONAL VEHICLE	101-1004-42305	206.36
AMAZON CAPITAL SERVICES I...	11VP-61KY-PK7Y, 1THY-VGXJ-...	12/06/2024	PRINTER INK	101-1006-44606	398.34
AMAZON CAPITAL SERVICES I...	11VP-61KY-PK7Y, 1THY-VGXJ-...	12/06/2024	SHELTER SUPPLIES	101-1006-44607	115.49
SABRINA MONTOYA	12022024	12/06/2024	DEPOSIT REFUND 11/30/2024...	101-1099-34348	100.00
CAGE REED	12022024	12/06/2024	DEPOSIT REFUND STALL RENT...	101-1099-34348	25.00
CITY UTILITIES	12062024	12/06/2024	GENERAL FUND CYCLE C&D O...	101-1018-43780	7,703.17
KATHRYN ELLIOTT DBA CIVILIT...	123	12/06/2024	GOVERNMENT RELATIONS	101-1000-43598	3,238.13
TERRALOGIC DOCUMENT SYS...	137216	12/06/2024	LASERFISCHE CONTRACT REN...	101-1001-47410	2,896.77
AMAZON CAPITAL SERVICES I...	1KXV-MW93-MFYR, 1CXD-DT...	12/06/2024	PROJECT ORGANIZER WITH P...	101-1006-44606	13.92
AMAZON CAPITAL SERVICES I...	1KXV-MW93-MFYR, 1CXD-DT...	12/06/2024	ANIMAL SHELTER SUPPLIES	101-1006-44607	190.11
OREILLY AUTO PARTS INC	2162.169651	12/06/2024	OPEN PO	101-1012-44607	35.96
VALLEY VET SUPPLY	275421	12/06/2024	TRUCAN DAPPI+C DOG	101-1006-44607	607.50
VALLEY VET SUPPLY	275421	12/06/2024	TRUCAN B (ORAL) FOR DOGS	101-1006-44607	557.85
DOCUMENT SOLUTION INC	349058	12/06/2024	CITY CLERK OFFICE SHARP OV...	101-1001-43465	232.99
DOCUMENT SOLUTION INC	349058	12/06/2024	CITY MANAGER OFFIC SHARP ...	101-1003-43465	330.51
DOCUMENT SOLUTION INC	349058	12/06/2024	FINANCE OFFICE SHARP OVER...	101-1004-43465	267.42
DOCUMENT SOLUTION INC	349058	12/06/2024	POLICE DEPT SHARP OVERAGE...	101-1007-43465	322.39
DOCUMENT SOLUTION INC	349058	12/06/2024	PARKS DEPT SHARP OVERAGE...	101-1009-43465	0.68
DOCUMENT SOLUTION INC	349058	12/06/2024	FACILITY MANAGEMENT SHA...	101-1014-43465	13.31
TRANS UNION RISK & ALTERN...	485949-202411-1	12/06/2024	TLO SERVICES FOR PD FOR FY ...	101-1007-43815	110.00
SIERRA AUTO PARTS	6016-330385	12/06/2024	SHOP LIGHGT	101-1012-44607	29.99
SIERRA AUTO PARTS	6016-330385	12/06/2024	GLOVES	101-1012-44607	15.99
SIERRA AUTO PARTS	6016-330385	12/06/2024	WIRE TIE	101-1012-44607	14.04
SIERRA AUTO PARTS	6016-330385	12/06/2024	LIC SCREW KIT	101-1012-44607	4.99
SIERRA AUTO PARTS	6016-330385	12/06/2024	HOSE PLIER	101-1012-44607	35.86
SIERRA AUTO PARTS	6016-330385	12/06/2024	FIRST AID KIT	101-1012-44607	39.99
SIERRA AUTO PARTS	6016-330488	12/06/2024	22 " XTRA CLEAR (WIPERS)	101-1007-47420	18.54
SIERRA AUTO PARTS	6016-330488	12/06/2024	2PCK HEADLIGHT BULBS	101-1007-47420	41.76
SIERRA AUTO PARTS	6016-330489	12/06/2024	TURN SIGNAL BULBS	101-1012-44607	12.96
SIERRA AUTO PARTS	6016-330669	12/06/2024	22 XTRACLEAR WIPERS/BATT...	101-1007-47420	193.94
SIERRA AUTO PARTS	6016-330670	12/06/2024	OIL FILTER	101-1007-47420	12.00
SIERRA AUTO PARTS	6016-330749	12/06/2024	ROTARY FILTE	101-1012-44607	7.74
SIERRA AUTO PARTS	6016-330749	12/06/2024	22 XTRA CLEAR	101-1012-44607	18.54
SIERRA AUTO PARTS	6016-330749	12/06/2024	CUT WHEELS	101-1012-44607	47.16
SIERRA AUTO PARTS	6016-330749	12/06/2024	YELLOW CRAYON	101-1012-44607	1.99
SIERRA AUTO PARTS	6016-330749	12/06/2024	FL/DIS 41/2X7/8	101-1012-44607	123.24
SIERRA AUTO PARTS	6016-330749	12/06/2024	BOLT M8	101-1012-44607	0.98
SIERRA AUTO PARTS	6016-330749	12/06/2024	TIRE VALVE CORE	101-1012-44607	5.56
SIERRA AUTO PARTS	6016-330749	12/06/2024	STD TBOLT CLAMP	101-1012-44607	9.95
SIERRA AUTO PARTS	6016-330796	12/06/2024	WINDSHIELD WIPERS FOR ACO...	101-1008-47420	41.08

AP EOM REPORT DEC 2024

Payment Dates: 12/1/2024 - 12/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO PARTS	6016-330801	12/06/2024	AIR FILTER	101-1007-47420	14.96
SIERRA AUTO PARTS	6016-330801	12/06/2024	AIR FILTER	101-1008-47420	13.98
SIERRA AUTO PARTS	6016-330815, 6016-330788, 6...	12/06/2024	OPEN PO FOR SERVICE CENTER	101-1012-44607	322.08
TESTONS FREEWAY CHEVRON	6099	12/06/2024	OPEN PO FUEL PURCHASES FY...	101-1013-43316	268.63
TESTONS FREEWAY CHEVRON	6103	12/06/2024	FUEL PURCHASES OPEN PO FY...	101-1009-43316	620.14
XEROX CORP	6447740	12/06/2024	CLERKS OFFICE OPEN PO FY24...	101-1001-43465	244.11
XEROX CORP	6447740	12/06/2024	CITY MANAGER OPEN PO FY2...	101-1003-43465	352.75
XEROX CORP	6447740	12/06/2024	FINANCE OFFICE OPEN PO FY...	101-1004-43465	292.93
XEROX CORP	6447740	12/06/2024	POLICE DEPT OPEN PO FY24/25	101-1007-43465	585.86
XEROX CORP	6447740	12/06/2024	PARKS DEPT OPEN PO FY24/25	101-1009-43465	244.11
XEROX CORP	6447740	12/06/2024	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	73.23
MORRIS APPRAISAL SERVICE I...	8806	12/06/2024	1515/1517 PROPERTY APPRAI...	101-1010-48598	2,163.75
MORRIS APPRAISAL SERVICE I...	8806	12/06/2024	703 JICARILLA WAY APPRAISAL	101-1010-48598	2,163.75
BRADY INDUSTRIES LLC	9437260	12/06/2024	FUEL CHARGE	101-1014-44607	4.00
BRADY INDUSTRIES LLC	9437260	12/06/2024	CENTER PULL HAND TOWELS/...	101-1014-44607	612.00
BRADY INDUSTRIES LLC	9437260	12/06/2024	LARGE BLACK TRASH LINERS/...	101-1014-44607	552.00
VERIZON WIRELESS	9979632532	12/06/2024	POLICE DEPT OPEN PO FY24/25	101-1007-43775	370.80
LASTING PAWS PET MEMORIA...	LC10391-I-0057	12/06/2024	ANIMAL CREMATION	101-1006-48598	726.75
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	101-1001-41226	156.55
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	101-1003-41226	115.38
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	101-1004-41226	355.23
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	101-1006-41226	161.38
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	101-1007-41226	1,310.78
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	101-1008-41226	123.07
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	101-1009-41226	99.43
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	101-1011-41226	232.86
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	101-1012-41226	195.55
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	101-1014-41226	181.22
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	101-1016-41226	212.08
THE OLIVE TREE CREATIVE AR...	0001	12/13/2024	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	5,000.00
APEX TECHNOLOGIES LLC	1001339	12/13/2024	SEMI ANNUAL SECURITY MON...	101-1012-43815	194.51
JAIME F RUBIN LLC	12022024	12/13/2024	GRT	101-1000-43597	4,271.32
REPUBLICAN PARTY OF NEW ...	12112024	12/13/2024	CIVIC CENTER DEPOSIT REFU...	101-1099-34348	500.00
CITY UTILITIES	12132024	12/13/2024	GENERAL FUND CYCLE A&B O...	101-1018-43780	3,638.88
CITY UTILITIES	12132024-LF	12/13/2024	GENERAL FUND OPEN PO FY2...	101-1018-43780	78.02
SUN VALLEY INC	177841/6, 177870/6, 178008/...	12/13/2024	OPEN PO- UNSTOCKED FIELD ...	101-1009-44607	378.35
SUN VALLEY INC	178109/6, 177879/6, 177854/...	12/13/2024	OPEN P.O. FOR THE MONTH O...	101-1014-44607	227.18
PRI MANAGEMENT GROUP	29532	12/13/2024	WRITING NIBRS STYLE ONLINE...	101-1007-42720	279.00
SIERRA COUNTY SENTINEL	3236	12/13/2024	HELP WANTED ADS - FY24-25 -...	101-1004-43740	386.08
SIERRA COUNTY SENTINEL	3266, 3253	12/13/2024	FY 24/25 PUBLICATIONS	101-1001-43740	222.86
ALARM CONTROL TECHNOLOG...	36136, 36137	12/13/2024	FIRE ALARM MONITORING OP...	101-1014-47410	53.82
SIERRA VISTA HOSPITAL SIERR...	41000154	12/13/2024	COLLECTION DRUG TEST FEE ...	101-1004-48599	200.00
QUEST DIAGNOSTICS INC	9212635084	12/13/2024	SCREENING & MRO FEE FY 24-...	101-1004-48599	634.70
GRAINGER INC	9329398672	12/13/2024	SUPER ARC METAL HALIDE LI...	101-1014-44607	262.00
GRAINGER INC	9329398672	12/13/2024	ONE CASE OF T8 BULBS/36 C...	101-1014-44607	361.44
ARENAS VALLEY ANIMAL CLIN...	95420, 95610, 96073	12/13/2024	VET SERVICES	101-1006-48598	1,485.66
INTERNATIONAL INSTITUTE OF...	ID 28476 A TORRES	12/13/2024	ANNUAL MEMBERSHIP DUES -...	101-1001-43770	195.00
TAC10 INC	TACMN0000497	12/13/2024	REPORT MANAGEMENT SERVI...	101-1007-43815	14,288.00
CHERRILLS WESTERN APPAREL	046885, 046886	12/20/2024	STEEL TOE BOOTS FOR JOSHU...	101-1014-44615	195.00
CHERRILLS WESTERN APPAREL	046885, 046886	12/20/2024	STEEL TOE BOOTS FOR TOM C...	101-1014-44615	200.00
WEX BANK	101209188-ACO	12/20/2024	FUEL USAGE FOR ACO/CODES ...	101-1008-43316	712.27
WEX BANK	101209188-FM	12/20/2024	WEX BANK FUEL CARD OPEN P...	101-1014-43316	523.94
WEX BANK	101209188-PD	12/20/2024	FUEL USAGE FOR PD UNITS F...	101-1007-43316	6,629.52
WEX BANK	101209188-SERV	12/20/2024	FUEL OPEN PO FOR FY 2024 - ...	101-1012-43316	460.95
MARIA HOOVER	12/17/2024	12/20/2024	NON-STERILIZATION REFUND	101-1099-34343	25.00
MARIA HOOVER	12/17/2024	12/20/2024	NON-STERILIZATION REFUND	101-1099-34343	25.00
SIERRA COUNTY CLERK	12162024	12/20/2024	OPEN PO FOR LIENS & MISC R...	101-1001-43740	600.00
WINDSTREAM CORPORATION	12162024	12/20/2024	CITY MANAGER OPEN PO FY2...	101-1003-43775	90.59

AP EOM REPORT DEC 2024

Payment Dates: 12/1/2024 - 12/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILLIAM I BUHLER	12182024	12/20/2024	FISH POND WATER RIGHTS FY ...	101-1009-43770	850.00
NM MUNICIPAL LEAGUE	12664	12/20/2024	REGISTRATION FOR NM LAW ...	101-1007-42720	400.00
WILSON & COMPANY INC ENG...	132100	12/20/2024	ON CALL GRANT MANAGEME...	101-1010-48598	3,922.93
AMAZON CAPITAL SERVICES I...	1KVR-9DGC-7TCQ	12/20/2024	OFFICE SUPPLIES FOR PD	101-1006-44606	21.50
AMAZON CAPITAL SERVICES I...	1M7C-1Q1D-3C3H	12/20/2024	OFFICE SUPPLIES FOR PD	101-1006-44606	55.27
AMAZON CAPITAL SERVICES I...	1MV6-XDNR-PHMG	12/20/2024	OFFICE SUPPLIES FOR FINANCE...	101-1004-44606	29.62
AMAZON CAPITAL SERVICES I...	1X7C-FC9J-YWNM	12/20/2024	OFFICE SUPPLIES FOR FINANCE...	101-1004-44606	571.15
FUZZY LOGIC	20241215	12/20/2024	PORTRAIT SESSION AND PRINT...	101-1003-44606	125.00
STANTEC CONSULTING SERVI...	2328898	12/20/2024	EVALUATION & DEVELOPMEN...	101-1010-48598	2,805.03
NU WAY LAUNDRY & CLEANE...	39904	12/20/2024	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	101-1001-41235	566.88
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	101-1003-41235	581.40
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	101-1004-41235	1,292.82
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	101-1006-41235	504.75
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	101-1007-41235	4,012.66
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	101-1008-41235	427.89
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	101-1009-41235	594.66
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	101-1010-41235	371.62
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	101-1011-41235	1,352.05
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	101-1012-41235	401.01
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	101-1013-41235	291.77
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	101-1014-41235	906.41
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	101-1016-41235	602.72
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	101-1001-41226	156.55
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	101-1003-41226	115.38
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	101-1004-41226	380.11
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	101-1006-41226	161.38
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	101-1007-41226	1,310.78
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	101-1008-41226	123.07
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	101-1009-41226	99.43
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	101-1011-41226	210.98
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	101-1012-41226	195.56
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	101-1014-41226	197.76
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	101-1016-41226	212.08
WILLIAM I BUHLER	012025	12/27/2024	FISH POND WATER RIGHTS FY ...	101-1009-43770	250.00
XEROX CORP OLD	022675946. 022663474, 0226...	12/27/2024	CITY MANAGER XEROX EQUI...	101-1003-43465	177.74
XEROX CORP OLD	022675946. 022663474, 0226...	12/27/2024	POLICE XEROX EQUIPMENT C...	101-1007-43465	253.97
XEROX CORP OLD	022675946. 022663474, 0226...	12/27/2024	FLEET XEROX EQUIPMENT ON...	101-1012-43465	64.69
TURTLEBACK PEST CONTROL I...	104855	12/27/2024	TURTLEBACK PEST CONTROL S...	101-1014-43403	1,074.00
TDS	12182024	12/27/2024	GENERAL OPEN PO FY24/25	101-1018-43780	3,961.24
COPPLER LAW FIRM PC	12679	12/27/2024	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	43.28
AMAZON CAPITAL SERVICES I...	19WX-HW93-1T16	12/27/2024	TRASH BAGS AND SANITARY S...	101-1009-44607	813.59
AMAZON CAPITAL SERVICES I...	1LVK-J4GX-3XD1	12/27/2024	TRASH BAGS AND SANITARY S...	101-1009-44607	337.08
AMAZON CAPITAL SERVICES I...	1VFK-KJ7C-4N7T	12/27/2024	DESK ORGANIZER FOR PD OFF...	101-1007-44606	26.98
AMAZON CAPITAL SERVICES I...	1YTG-YWMW-4HNX	12/27/2024	LAPTOP BATTERY	101-1004-44613	37.98
O'REILLY AUTO PARTS INC	2162-170321	12/27/2024	TAIL LIGHT SOCKET	101-1007-47420	8.88
NEW MEXICO GAS COMPANY ...	25OCT2024	12/27/2024	GENERAL OPEN PO FY24/25	101-1018-43780	454.46
NEW MEXICO GAS COMPANY ...	25OCT2024	12/27/2024	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	52.39
NEW MEXICO GAS COMPANY ...	25OCT2024	12/27/2024	NM WORKFORCE CONNECTI...	101-1018-43780	36.42
SILVERSKY INC	517063-SI	12/27/2024	GENERAL FUND OPEN PO FY2...	101-1018-43815	1,734.15
TESTONS FREEWAY CHEVRON	6160	12/27/2024	OPEN PO FUEL PURCHASES FY...	101-1013-43316	114.85
TESTONS FREEWAY CHEVRON	6161	12/27/2024	GAS FOR ANIMAL SHELTER VE...	101-1006-43316	31.48
TESTONS FREEWAY CHEVRON	6165	12/27/2024	FUEL PURCHASES OPEN PO FY...	101-1009-43316	608.11
XEROX CORP	6551003	12/27/2024	CLERKS OFFICE OPEN PO FY24...	101-1001-43465	244.11
XEROX CORP	6551003	12/27/2024	CITY MANAGER OPEN PO FY2...	101-1003-43465	352.75
XEROX CORP	6551003	12/27/2024	FINANCE OFFICE OPEN PO FY...	101-1004-43465	292.93
XEROX CORP	6551003	12/27/2024	POLICE DEPT OPEN PO FY24/25	101-1007-43465	585.86
XEROX CORP	6551003	12/27/2024	PARKS DEPT OPEN PO FY24/25	101-1009-43465	244.11

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XEROX CORP	6551003	12/27/2024	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	73.23
SIERRA VISTA HOSPITAL SIERR...	DEC2024	12/27/2024	GRT DISTRIBUTION FY 2024 - ...	101-1017-48599	44,692.22
Fund 101 - General Total:					161,971.19
Fund: 201 - Corrections					
SIERRA COUNTY TREASURER	12012024	12/06/2024	HOLD OF PRISONERS FY 24-25	201-1903-48710	1,650.00
Fund 201 - Corrections Total:					1,650.00
Fund: 209 - Fire					
CITY UTILITIES	12062024	12/06/2024	FIRE DEPT CYCLE C&D OPEN ...	209-1603-43780	225.81
TESTONS FREEWAY CHEVRON	6104	12/06/2024	OPEN PO FOR GAS/FUEL FY 24...	209-1603-43316	39.44
XEROX CORP	6447740	12/06/2024	FIRE DEPT OPEN PO FY24/25	209-1603-43465	244.11
XEROX CORP OLD	022579832	12/13/2024	FIRE XEROX EQUIPMENT CON...	209-1603-43465	263.27
CITY UTILITIES	12132024	12/13/2024	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	432.77
LYNNS LANDSCAPE	1756, 1855, 1900	12/13/2024	OPEN PO FOR MONTHLY CLE...	209-1603-47415	1,414.29
RONALD W HOSKINS JR DBA ...	111	12/20/2024	CARB KITS AND GAS TANK FOR...	209-1603-44615	312.83
WINDSTREAM CORPORATION	12162024	12/20/2024	FIRE DEPT OPEN PO FY24/25	209-1603-43775	125.87
DESERT GRAPHICS INC	7047	12/20/2024	REFLECTIVE DECALS FOR FIRE ...	209-1603-44607	750.00
NEW MEXICO GAS COMPANY ...	25OCT2024	12/27/2024	FIRE STATION OPEN PO FY24/...	209-1603-43780	55.38
NEW MEXICO GAS COMPANY ...	25OCT2024	12/27/2024	FIRE SOUTH STATION OPEN P...	209-1603-43780	36.42
TESTONS FREEWAY CHEVRON	6166	12/27/2024	OPEN PO FOR GAS/FUEL FY 24...	209-1603-43316	249.11
XEROX CORP	6551003	12/27/2024	FIRE DEPT OPEN PO FY24/25	209-1603-43465	244.11
Fund 209 - Fire Total:					4,393.41
Fund: 211 - Law Enforce Prot					
MHQ OF NEW MEXICO	22463	12/06/2024	GRAPHICS FOR TAHOE	211-2003-47420	499.02
INTERNAL SERVICE FUND	SEPT2024	12/06/2024	SEPT 2024 SERVICE CENTER	211-2003-47420	164.85
NM MUNICIPAL LEAGUE	12663, 12665	12/20/2024	REGISTRATION FOR NM LAW ...	211-2003-42535	500.00
THE LINE LLC	2866	12/20/2024	UNIFORM ITEMS FOR OFFICER...	211-2003-44573	358.00
THE LINE LLC	2867	12/20/2024	GEAR AND EQUIPMENT FOR ...	211-2003-80810	342.28
Fund 211 - Law Enforce Prot Total:					1,864.15
Fund: 214 - Lodgers Tax					
GERONIMO TRAIL SCENIC BY...	12042024	12/13/2024	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
RUANNA WALDRUM	0001571	12/20/2024	WEBSITE/ MULTI-MEDIA UPD...	214-2540-60725	1,182.45
GERONIMO TRAIL SCENIC BY...	10	12/20/2024	STATEWIDE BROCHURE DISTR...	214-2540-60725	278.96
MIKE TORRES DBA CD TECHN...	1044	12/20/2024	MONITORS AND MOUNTS X4...	214-2540-44613	3,339.50
GERONIMO TRAIL SCENIC BY...	12/16/2024	12/20/2024	OPEN PO FOR LODGERS TAX ...	214-2560-60725	154.76
SIERRA COUNTY ARTS COUNCIL	12082024	12/20/2024	OPEN PO FOR LODGERS TAX ...	214-2501-60725	4,317.13
Fund 214 - Lodgers Tax Total:					9,739.47
Fund: 216 - Muni Street					
AMAZON CAPITAL SERVICES I...	1YTR-Y339-4R3G	12/06/2024	SHOP SUPPLY FOR EQUIPME...	216-4503-47420	226.43
SIERRA AUTO PARTS	6016-330986	12/06/2024	HYDROLIC FITTING FOR TRAN...	216-4503-47420	289.02
TESTONS FREEWAY CHEVRON	6110	12/06/2024	GAS/DIESEL FUEL PURCHASES...	216-4503-43316	505.47
INTERNAL SERVICE FUND	SEPT2024	12/06/2024	SEPT 2024 SERVICE CENTER	216-4503-47420	20.00
B & H OIL COMPANY	11302024-ST	12/13/2024	DIESEL- OPEN PO FY 24/25	216-4503-43316	1,151.20
NORTHERN TOOL & EQUIPME...	54300306	12/13/2024	REPLACEMENT SEAT CASE LO...	216-4503-47420	779.98
SUPERIOR WEED AND PEST C...	000205	12/20/2024	WEED CONTROL ON ROUND ...	216-4503-43550	2,926.12
WILSON & COMPANY INC ENG...	132399	12/20/2024	VISION ZERO SAFETY ACTION ...	216-7025-48598	9,752.44
WILSON & COMPANY INC ENG...	132455	12/20/2024	PROFESSIONAL ENG DESIGN S...	216-7026-48598	25,107.52
AMAZON CAPITAL SERVICES I...	1KN7-G4CC-MG1W	12/20/2024	SHOP SUPPLY FOR EQUIPME...	216-4503-47420	121.48
AMAZON CAPITAL SERVICES I...	1KVR-9DGC-6WQR	12/20/2024	SHOP SUPPLY FOR EQUIPME...	216-4503-47420	80.08
UNIFIRST HOLDINGS INC DBA ...	2880205845	12/20/2024	EMPLOYEE UNIFORMS - FY 24 ...	216-4503-42620	592.36
BARTOO SAND & GRAVEL INC	M47803	12/20/2024	HOTMIX- WATER CUTS	216-4503-43550	9,397.38
TESTONS FREEWAY CHEVRON	6164	12/27/2024	GAS/DIESEL FUEL PURCHASES...	216-4503-43316	310.22
Fund 216 - Muni Street Total:					51,259.70
Fund: 260 - Fiscal Recovery Funds					
WILSON & COMPANY INC ENG...	132024	12/06/2024	PROFESSIONAL SERVICES FOR...	260-7031-48598	9,632.01
Fund 260 - Fiscal Recovery Funds Total:					9,632.01
Fund: 294 - State Library					
DOCUMENT SOLUTION INC	349058	12/06/2024	LIBRARY SHARP OVERAGE OP...	294-5003-43465	33.46
XEROX CORP	6447740	12/06/2024	LIBRARY OPEN PO FY24/25	294-5003-43465	317.34

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THE LIBRARY STORE	713584	12/06/2024	VENDOR INCREASE	294-5003-44613	72.81
THE LIBRARY STORE	713584	12/06/2024	ESTEY STEEL CANTILEVER LIBR...	294-5003-44613	14,165.11
CENGAGE LEARNING INC	86010759	12/20/2024	SOFTCOVER ROMANCE AND ...	294-5003-48830	904.94
CENGAGE LEARNING INC	86010759	12/20/2024	CLEAN READS 3	294-5003-48830	1,066.44
CENGAGE LEARNING INC	86010759	12/20/2024	THRILLER ADVENTURE AND S...	294-5003-48830	1,196.19
CENGAGE LEARNING INC	86010759	12/20/2024	HARDCOVER WESTERNS 4	294-5003-48830	1,401.42
CENGAGE LEARNING INC	86010759	12/20/2024	MYSTERY 5	294-5003-48830	1,827.40
CENGAGE LEARNING INC	86010759	12/20/2024	EDITORS CHOICE 6	294-5003-48830	2,793.88
CENGAGE LEARNING INC	86010759	12/20/2024	HISTORICAL FICTION	294-5003-48830	775.71
THE LIBRARY CORPORATION	INV11002358	12/20/2024	RENEW LIBRARY.SOLUTION C...	294-5003-60834	2,753.10
TDS	12182024-LIB	12/27/2024	INTERNET SERVICE LIBRARY O...	294-5003-60834	99.95
XEROX CORP	6551003	12/27/2024	LIBRARY OPEN PO FY24/25	294-5003-43465	317.34
Fund 294 - State Library Total:					27,725.09
Fund: 295 - Muni Pool					
CITY UTILITIES	12062024	12/06/2024	POOL CYCLE C&D OPEN PO F...	295-4803-43780	265.36
XEROX CORP	6447740	12/06/2024	POOL OPEN PO FY24/25	295-4803-43465	48.82
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	295-4803-41226	40.10
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL...	295-4803-41235	151.71
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	295-4803-41226	40.10
NEW MEXICO GAS COMPANY ...	25OCT2024	12/27/2024	SWIMMING POOL OPEN PO F...	295-4803-43780	505.72
XEROX CORP	6551003	12/27/2024	POOL OPEN PO FY24/25	295-4803-43465	48.82
Fund 295 - Muni Pool Total:					1,100.63
Fund: 296 - PD GRT					
ADSLCNM INC DBA AMERICAN..	0529588	12/06/2024	BI-MONTHLY DESTRUCTION S...	296-2403-48598	123.60
SIRCHIE ACQUISITION CO LLC	0671237-IN	12/06/2024	EVIDENCE COLLECTION SUPPL...	296-2403-43999	280.41
PUBLIC SAFETY PSYCHOLOGIC...	075-038	12/06/2024	PSYCHOLOGICAL EVALUATION...	296-2403-48598	373.41
BREANNA D GARRETT	12052024	12/20/2024	FITNESS TRAINING SESSIONS ...	296-2403-48598	867.00
INVENTORY TRADING COMPA...	306409	12/20/2024	COLD GEAR HOODIES FOR DE...	296-2403-44615	840.00
Fund 296 - PD GRT Total:					2,484.42
Fund: 298 - PD Donations					
LUIS TAVIZON	12-11-2024	12/11/2024	CASH TO PD SHOP WITH A CO...	298-2105-45607	8,400.00
Fund 298 - PD Donations Total:					8,400.00
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	12162024	12/20/2024	VETERANS WALL OPEN PO FY...	303-4703-43775	236.38
Fund 303 - Vet Wall Total:					236.38
Fund: 312 - R&R Airport					
MICHAEL K NICHOLS DBA K & ...	2500	12/13/2024	5 GALLON WHITE TRAFFIC PA...	312-7028-44607	774.75
MICHAEL K NICHOLS DBA K & ...	2500	12/13/2024	SHIPPING	312-7028-44607	79.95
MICHAEL K NICHOLS DBA K & ...	2500	12/13/2024	5 GALLON YELLOW TRAFFIC PA...	312-7028-44607	824.75
DELTA AIRPORT CONSULTANT...	CA-2	12/17/2024	REHAB TERM APRON BIDDING...	312-7024-47415	22,731.28
DELTA AIRPORT CONSULTANT...	CA-3	12/17/2024	REHAB TERM APRON BIDDING...	312-7024-47415	56,544.55
Fund 312 - R&R Airport Total:					80,955.28
Fund: 314 - CDBG					
SOUTH CENTRAL COUNCIL OF...	09242024-02	12/20/2024	CDBG GRANT ADMIN SERVICE...	314-8603-48598	375.00
WILSON & COMPANY INC ENG...	132642	12/20/2024	CDBG WATER METER REPLAC...	314-8603-48598	4,025.18
Fund 314 - CDBG Total:					4,400.18
Fund: 315 - CI Reserve					
WILSON & COMPANY INC ENG...	132335	12/13/2024	PROFESSIONAL SERVICES - R...	315-8010-48598	8,364.04
Fund 315 - CI Reserve Total:					8,364.04
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS					
SMITHCO CONSTRUCTION INC	16	12/27/2024	MSD WATERLINE CONSTRUCT...	320-6603-80860	101,081.79
Fund 320 - USDA WATER SYSTEM IMPROVEMENTS Total:					101,081.79
Fund: 380 - OTHER STATE FUNDED PROJECTS					
AMAZON CAPITAL SERVICES I...	1GMG-DWJD-N44V	12/27/2024	PAINT AND PRIMER	380-7033-44607	87.66
AMAZON CAPITAL SERVICES I...	1LCJ-PCD1-4VKC	12/27/2024	PET WASTE STATIONS	380-7033-44607	1,199.94
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					1,287.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTH...	12052024	12/06/2024	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	12052024	12/06/2024	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.75
NEW MEXICO FINANCE AUTH...	12052024	12/06/2024	NMFA LOAN PYMT PPRF-5652	403-1203-12952	15,659.32
NEW MEXICO FINANCE AUTH...	12052024	12/06/2024	NMFA LOAN PYMT DW-4794	403-1203-12972	3,130.37
BANK OF THE SOUTHWEST	12152024	12/20/2024	MTHLY INTEREST PYMTS	403-1203-90910	5,214.51
NEW MEXICO FINANCE AUTH...	012025	12/27/2024	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	012025	12/27/2024	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.75
NEW MEXICO FINANCE AUTH...	012025	12/27/2024	NMFA LOAN PYMT PPRF-5652	403-1203-12952	15,659.32
NEW MEXICO FINANCE AUTH...	012025	12/27/2024	NMFA LOAN PYMT DW-4794	403-1203-12972	3,130.37
Fund 403 - Pledge State Total:					59,372.55
Fund: 501 - Cemetary					
CITY UTILITIES	12132024	12/13/2024	CEMETARY CYCLE A&B OPEN ...	501-1803-43780	292.66
Fund 501 - Cemetary Total:					292.66
Fund: 502 - Util Office - Pool					
XEROX CORP OLD	022500815, 022476673, 0224...	12/06/2024	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	277.36
CITY UTILITIES	12062024	12/06/2024	UTILITY BILLING OFFICE CYCLE...	502-3601-43780	374.05
DOCUMENT SOLUTION INC	349058	12/06/2024	UTILITY OFFICE SHARP OVERA...	502-3601-43465	138.71
XEROX CORP	6447740	12/06/2024	UTILITY BILLING OPEN PO FY2...	502-3601-43465	390.57
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	502-3601-41226	165.19
PITNEY BOWES INC	3320020300	12/20/2024	PITNEY BOWES FY 24/25	502-3601-43465	639.99
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL...	502-3601-41235	1,028.82
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	502-3601-41226	194.11
XEROX CORP OLD	022675946, 022663474, 0226...	12/27/2024	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	277.36
XEROX CORP	6551003	12/27/2024	UTILITY BILLING OPEN PO FY2...	502-3601-43465	390.57
Fund 502 - Util Office - Pool Total:					3,876.73
Fund: 503 - Electric					
PETES EQUIPMENT INC	0035059	12/06/2024	HOSE ASSY, HYD1/2 X 150FT	503-3702-47420	608.44
PETES EQUIPMENT INC	0035059	12/06/2024	DEBRIS HOSE 8" X 62" RUBBER	503-3702-47420	667.61
PETES EQUIPMENT INC	0035059	12/06/2024	SHIPPING & HANDLING	503-3702-47420	150.00
PETES EQUIPMENT INC	0035059	12/06/2024	EXPANDABLE PLUG 2'	503-3702-47420	38.72
TRI STATE GENERATION & TR...	1020010-TAX	12/06/2024	POWER SERVICE- OPEN PO FY...	503-3702-50795	2,651.71
MIKE TORRES DBA CD TECHN...	1040	12/06/2024	IT SERVICE ELECTRIC DEPT OP...	503-3702-48598	568.44
CITY UTILITIES	12062024	12/06/2024	ELECTRIC DEPT CYCLE C&D O...	503-3702-43780	5,009.78
REEDS TIRE CENTER	15223	12/06/2024	OIL CHANGE	503-3702-47420	131.64
NEW MEXICO ONE CALL INC	303, 304	12/06/2024	QUARTERLY ALLOCATION US...	503-3702-43770	541.95
DOCUMENT SOLUTION INC	349058	12/06/2024	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	14.66
TESTONS FREEWAY CHEVRON	6105	12/06/2024	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	1,289.46
WESTERN UNITED ELECTRIC	6130064	12/06/2024	225 KVA 3PHASE PADMOUNT ...	503-3702-44607	23,295.00
XEROX CORP	6447740	12/06/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43465	122.05
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	503-3702-41226	421.13
PETES EQUIPMENT INC	00350591	12/13/2024	QUICK CONNECT FITTINGS	503-3702-47420	149.08
TRIPLE H SOLAR LLC	0388	12/13/2024	ENGINEERING SERVICES- OPEN...	503-3702-48598	1,760.00
TRI STATE GENERATION & TR...	1026015	12/13/2024	POWER SERVICE- OPEN PO FY...	503-3702-50795	37,525.45
SIERRA ELECTRIC COOP INC	12062024	12/13/2024	MIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	563.73
SIERRA ELECTRIC COOP INC	12062024	12/13/2024	POWER SERVICES-OPEN PO FY...	503-3702-50795	233,726.16
MARTO ENERGY	120924-01	12/13/2024	TAX	503-3702-47415	1,296.25
MARTO ENERGY	120924-01	12/13/2024	REPLACE DOUBLE DEAD END ...	503-3702-47415	17,000.00
CITY UTILITIES	12132024	12/13/2024	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	260.47
CITY UTILITIES	12132024-LF	12/13/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	6.30
REEDS TIRE CENTER	15288	12/13/2024	12 16.5 HERCULES 12 PLY TIRES	503-3702-47420	490.00
REEDS TIRE CENTER	15288	12/13/2024	DISPOSAL OF TIRES	503-3702-47420	16.00
VILLAGE HARDWARE	351382/1	12/13/2024	CHAINSAW REPAIR & SUPPLIE...	503-3702-44607	978.35
VERIZON WIRELESS	6100244460	12/13/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	53.62
WESTERN UNITED ELECTRIC	6130386, 6130388	12/13/2024	TERMINATOR BRACKET, 500	503-3702-44607	934.04
WESTERN UNITED ELECTRIC	6130386, 6130388	12/13/2024	DEADEND SHOE CLAMP 4-4/0	503-3702-44607	520.59
LANDIS+GYR TECHNOLOGY INC	90402852	12/13/2024	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,630.00
LONESTAR FREIGHTLINER GR...	X200282956.01	12/13/2024	AIR SPRING CAB SUSPENSION	503-3702-47420	113.49
REEDS TIRE CENTER	15305	12/20/2024	TIRE SENSOR	503-3702-47420	55.00

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AMAZON CAPITAL SERVICES I...	1VXW-96NQ-4F3D	12/20/2024	JEANS	503-3702-42620	188.94
AMAZON CAPITAL SERVICES I...	1VXW-96NQ-4F3D	12/20/2024	SHIRTS	503-3702-42620	479.94
AMAZON CAPITAL SERVICES I...	1VXW-96NQ-4F3D	12/20/2024	BOOTS	503-3702-44615	188.92
TWIN PALMS EMBROIDERY LLC	2276	12/20/2024	UNIFORM EMBROIDERY- GAR...	503-3702-42620	42.00
WESTERN UNITED ELECTRIC	6130387	12/20/2024	2 AWG STRANDED THWN BLA...	503-3702-44607	1,565.00
WESTERN UNITED ELECTRIC	6130798	12/20/2024	TAP WIRE #4	503-3702-44607	1,846.20
GRAINGER INC	9343224383	12/20/2024	150 W BULBS	503-3702-44607	200.46
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL...	503-3702-41235	1,744.90
WESTERN AREA POWER ADM...	JJPB1798A1124	12/20/2024	BASE DEMAND & BASE ENER...	503-3702-50795	43,035.57
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	503-3702-41226	421.13
PETES EQUIPMENT INC	0035139	12/27/2024	SHIPPING	503-3702-47420	22.31
PETES EQUIPMENT INC	0035139	12/27/2024	HAND GUN WASH DOWN	503-3702-47420	384.27
TDS	12182024	12/27/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	434.82
REEDS TIRE CENTER	15338	12/27/2024	REPAIR/MOUNT RIM	503-3702-47420	32.51
NEW MEXICO GAS COMPANY ...	25OCT2024	12/27/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	33.29
SILVERSKY INC	517063-SI	12/27/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43815	133.40
TESTONS FREEWAY CHEVRON	6167	12/27/2024	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	986.07
XEROX CORP	6551003	12/27/2024	ELECTRIC DEPT OPEN PO FY24...	503-3702-43465	122.05
Fund 503 - Electric Total:					384,450.90

Fund: 504 - Water

FERGUSON ENTERPRISES LLC	0553757-1	12/06/2024	MISC. WATER LEAK MATERIALS	504-3803-44607	82.00
MIKE TORRES DBA CD TECHN...	1040	12/06/2024	IT SERVICE WATER DEPT OPEN...	504-3803-48598	568.43
CITY UTILITIES	12062024	12/06/2024	WATER DEPT CYCLE C&D OP...	504-3803-43780	11,517.32
TEXAN WASTE EQUIPMENT IN...	16296E	12/06/2024	HOSES & CLAMP FOR VAC TR...	504-3803-47421	1,848.41
SMITHCO CONSTRUCTION INC	595-24-012	12/06/2024	WATER TAPS	504-3803-48598	4,985.25
SMITHCO CONSTRUCTION INC	595-24-012-TIN	12/06/2024	EMERGENCY LEAK ON TIN AN...	504-3803-48598	623.05
SIERRA AUTO PARTS	6016-330861	12/06/2024	ARAGON GAS TANK AND FILL	504-3803-44607	239.99
SIERRA AUTO PARTS	6016-331040	12/06/2024	VAC TRUCK PRESSURE HOSE	504-3803-47421	75.34
TESTONS FREEWAY CHEVRON	6109	12/06/2024	OPEN PO FOR FUEL FOR WAT...	504-3803-43316	2,291.47
XEROX CORP	6447740	12/06/2024	WATER OPEN PO FY24/25	504-3803-43465	48.82
FULL SOURCE LLC	FS4512064-IN	12/06/2024	JAMIE FORMAN- PULLOVER H...	504-3803-42620	10.42
FULL SOURCE LLC	FS4512064-IN	12/06/2024	TIM HANNA- 6 SHIRTS	504-3803-42620	137.28
FULL SOURCE LLC	FS4512064-IN	12/06/2024	ANTHONY COLLISTER- 6 SHIRTS	504-3803-42620	137.28
FULL SOURCE LLC	FS4512064-IN	12/06/2024	JESSICA JENKINS- PULLOVER ...	504-3803-42620	10.42
FULL SOURCE LLC	FS4512064-IN	12/06/2024	TAXES PLUS SHIPPING	504-3803-42620	100.47
FULL SOURCE LLC	FS4512064-IN	12/06/2024	ARNIE CASTANEDA- ZIP HOOD...	504-3803-42620	11.99
FULL SOURCE LLC	FS4512064-IN	12/06/2024	JAMIE FOREMAN- 6 SHIRTS	504-3803-42620	63.00
FULL SOURCE LLC	FS4512064-IN	12/06/2024	TIM HANNA- ZIPPER HOODIE	504-3803-42620	23.98
FULL SOURCE LLC	FS4512064-IN	12/06/2024	ARNIE CASTANEDA -6 SHIRTS	504-3803-42620	63.00
FULL SOURCE LLC	FS4512064-IN	12/06/2024	RENE LOERA- 6 SHIRTS	504-3803-42620	126.00
FULL SOURCE LLC	FS4512064-IN	12/06/2024	RENE LOERA- COVERALLS	504-3803-42620	110.00
FULL SOURCE LLC	FS4512064-IN	12/06/2024	ISAIAH MALLARD- 6 SHIRTS	504-3803-42620	126.00
FULL SOURCE LLC	FS4512064-IN	12/06/2024	ISAIAH MALLARD- COVERALLS	504-3803-42620	110.00
FULL SOURCE LLC	FS4512064-IN	12/06/2024	CONRAD CHAVEZ- PULLOVER ...	504-3803-42620	17.74
FULL SOURCE LLC	FS4512064-IN	12/06/2024	ANTHONY COLLISTER- COVER...	504-3803-42620	110.00
FULL SOURCE LLC	FS4512064-IN	12/06/2024	EMBROIDERY CHARGES	504-3803-42620	309.99
FULL SOURCE LLC	FS4512064-IN	12/06/2024	LOUIS RUDDER- PULLOVER H...	504-3803-42620	19.34
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	504-3803-41226	406.75
INTERNAL SERVICE FUND	SEPT2024	12/06/2024	SEPT 2024 SERVICE CENTER	504-3803-47420	70.00
TAXATION AND REVENUE	11302024	12/13/2024	WATER CONSERVATION FEE FY...	504-3803-43797	1,094.46
B & H OIL COMPANY	11302024-WA	12/13/2024	OPEN PO FY 24-25 FUEL WTR ...	504-3803-43316	356.17
CITY UTILITIES	12132024	12/13/2024	WATER DEPT CYCLE A&B OPEN...	504-3803-43780	471.66
SUN VALLEY INC	177773/6, 177777/6, 177790/...	12/13/2024	OPEN PO FOR NOVEMBER 20...	504-3803-44607	321.97
VERMEER MOUNTAIN WEST I...	60017890	12/13/2024	HYDRO-EXCAVATOR ARM ATT...	504-3803-44810	1,388.81
FERGUSON ENTERPRISES LLC	0548072	12/20/2024	WTR- SOCK MATERIALS FOR L...	504-3803-44607	891.42
WEX BANK	101209188-WAWW	12/20/2024	W/WW- WEX FUEL FOR TRAV...	504-3803-43316	52.07
AMAZON CAPITAL SERVICES I...	111H-F9WT-RVNI	12/20/2024	FOOT PEDAL FOR TIG WELDER	504-3803-47420	79.99
AMAZON CAPITAL SERVICES I...	13RD-YVH4-9CXW	12/20/2024	OFFICE SUPPLIES	504-3803-44606	15.99
AMAZON CAPITAL SERVICES I...	13RD-YVH4-9CXW	12/20/2024	FIELD SUPPLIES	504-3803-44607	12.49
NEW MEXICO ONE CALL INC	153010416	12/20/2024	APIRL 2024 INVOICE	504-3803-43770	170.14

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NEW MEXICO ONE CALL INC	153010949	12/20/2024	OCTOBER 2024 INVOICE	504-3803-43770	170.14
NEW MEXICO ONE CALL INC	15301655	12/20/2024	JULY 2024 INVOICE	504-3803-43770	170.14
AMAZON CAPITAL SERVICES I...	1MRK-C4JL-Y3WL	12/20/2024	MOUSE PADS	504-3803-44606	7.37
AMAZON CAPITAL SERVICES I...	1QHF-WH6X-4RV6	12/20/2024	FIELD SUPPLIES	504-3803-44607	55.17
BORDER RECAPING LLC BMO...	24-0195320-003	12/20/2024	12.5/80-18 TIRE	504-3803-47420	1,131.18
CORTEZ GAS COMPANY	26104	12/20/2024	W/WW- PROPANE GAS FOR O...	504-3803-43316	98.51
NEW MEXICO ONE CALL INC	303	12/20/2024	NM 811 ANNUAL MEMBERSH...	504-3803-43770	25.00
BIG RIVER PARTNERSHIP INC	56568	12/20/2024	VAC TRUCK HIGH PRESSURE ...	504-3803-47420	1,058.60
SMITHCO CONSTRUCTION INC	595-24-014	12/20/2024	EMERGENCY REPAIR FOR LEAK...	504-3803-48598	5,006.66
BULLOCKS INC	81040	12/20/2024	OPEN PO FOR NOVEMBER 20...	504-3803-44607	13.55
AMAZON CAPITAL SERVICES I...	81241	12/20/2024	LABELS	504-3803-44606	34.25
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	504-3803-41235	673.92
USA BLUEBOOK	INV00552545	12/20/2024	TAPPING BIT REPLACEMENT	504-3803-44607	78.36
USA BLUEBOOK	INV005553555	12/20/2024	DPD RESTOCK	504-3803-44607	45.06
USA BLUEBOOK	INV00558297	12/20/2024	TAPPING BIT REPLACEMENT	504-3803-44607	66.95
BAKER UTILITY SUPPLY CORP	INV328161	12/20/2024	RESTOCK INSTATITE- 20	504-3803-44607	388.20
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	504-3803-41226	442.18
RJ BORDER INTERNATIONAL	R400033838.01	12/20/2024	ENGINE DIAGNOSTICS	504-3803-47420	916.87
TDS	12182024	12/27/2024	WATER DEPT OPEN PO FY24/...	504-3803-43780	434.82
NEW MEXICO GAS COMPANY ...	25OCT2024	12/27/2024	WATER DEPT OPEN PO FY24/...	504-3803-43780	37.76
SILVERSKY INC	517063-SI	12/27/2024	WATER DEPT OPEN PO FY24/...	504-3803-43815	133.40
TESTONS FREEWAY CHEVRON	6162	12/27/2024	OPEN PO FOR FUEL FOR WAT...	504-3803-43316	1,525.42
XEROX CORP	6551003	12/27/2024	WATER OPEN PO FY24/25	504-3803-43465	48.82
MORNING STAR SPORTS LLC	66625	12/27/2024	UNIFORM EMBROIDERY REM...	504-3803-42620	33.00
USA BLUEBOOK	INV00572670	12/27/2024	DPD 4 DISPENSER 10ML SAMP...	504-3803-44605	246.85
Fund 504 - Water Total:					41,941.09

Fund: 505 - Solid Waste

MIKE TORRES DBA CD TECHN...	1040	12/06/2024	IT SERVICE SANITATION DEPT ...	505-3904-48598	568.44
CITY OF LAS CRUCES	105851	12/06/2024	SCSWA WASTE DISPOSAL	505-3904-45601	53,695.98
CITY UTILITIES	12062024	12/06/2024	SANITATION DEPT CYCLE C&D...	505-3904-43780	658.12
DOCUMENT SOLUTION INC	349058	12/06/2024	SANITATION DEPTSHARP OVE...	505-3904-43465	27.82
P & T MACHINE LLC	473491	12/06/2024	MACHINE ANCHOR PIN	505-3904-47420	130.05
XEROX CORP	6447740	12/06/2024	SOLID WASTE OPEN PO FY24/...	505-3904-43465	122.05
RED WING SHOES OF LAS CRU...	INV-006012	12/06/2024	SAFETY BOOTS	505-3904-44615	200.00
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	505-3904-41226	537.76
INTERNAL SERVICE FUND	SEPT2024	12/06/2024	SEPT 2024 SERVICE CENTER	505-3904-47420	450.30
PARKHILL SMITH & COOPER	04292924.00-3	12/13/2024	ENVIRONMENTAL LANDFILL ...	505-3904-48599	2,492.63
CITY UTILITIES	12132024-LF	12/13/2024	SANITATION DEPT OPEN PO F...	505-3904-45601	22,636.03
WEX BANK	101209188-TR	12/20/2024	WEX- DIESEL & GASOLINE	505-3904-43316	3,370.41
IRON MAN CONSTRUCTION	12162024	12/20/2024	REPAIR RECYCLING BAY DOORS	505-3904-43403	400.00
AMAZON CAPITAL SERVICES I...	1KPP-LXNK-1VXX	12/20/2024	PROMOTIONAL SUPPLIES FOR...	505-3904-44607	116.38
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	505-3904-41235	2,338.93
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	505-3904-41226	557.86
XEROX CORP OLD	022675946. 022663474, 0226...	12/27/2024	SOLID WASTE XEROX EQUIPM...	505-3904-43465	30.18
AUTOZONE STORES LLC	02529303742	12/27/2024	000933656-16 LG PB BLAST	505-3904-44607	19.18
TDS	12182024	12/27/2024	SANITATION OPEN PO FY24/25	505-3904-43780	434.82
AMAZON CAPITAL SERVICES I...	14CT-KGX9-3GGX	12/27/2024	SAFETY VESTS & GLOVES	505-3904-44615	23.34
AMAZON CAPITAL SERVICES I...	1GTX-6YQ4-7CLN	12/27/2024	SAFETY VESTS & GLOVES	505-3904-44615	98.70
AMAZON CAPITAL SERVICES I...	1NNG-HRK7-4TNP	12/27/2024	DELI BUSINESS CARD BOOKS &...	505-3904-44606	65.39
AMAZON CAPITAL SERVICES I...	1NNG-HRK7-4TNP	12/27/2024	55-60 GAL TRASHBAGS	505-3904-44607	299.76
AMAZON CAPITAL SERVICES I...	1NNG-HRK7-4TNP	12/27/2024	SAFETY VESTS & GLOVES	505-3904-44615	217.38
RUSTYS WEIGH SCALES & SERV...	241218-1025	12/27/2024	QUARTERLY SCALE CALBRATI...	505-3904-47420	848.74
NEW MEXICO GAS COMPANY ...	25OCT2024	12/27/2024	RECYCLE CENTER OPEN PO FY...	505-3904-43780	33.61
SILVERSKY INC	517063-SI	12/27/2024	SOLID WASTE DEPT OPEN PO ...	505-3904-43815	133.40
XEROX CORP	6551003	12/27/2024	SOLID WASTE OPEN PO FY24/...	505-3904-43465	122.05
Fund 505 - Solid Waste Total:					90,629.31

Fund: 506 - WWTP

AERZEN USA CORP	SEPI-24-005126	10/04/2024	DELT OIL FOR MIXERAT WWTP	506-4005-47420	499.51
XEROX CORP OLD	022500815, 022476673, 0224...	12/06/2024	WASTEWATER XEROX EQUIP...	506-4005-43465	158.20
MIKE TORRES DBA CD TECHN...	1040	12/06/2024	IT SERVICE WASTE WATER OP...	506-4005-48598	568.43

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY UTILITIES	12062024	12/06/2024	WASTE WATER DEPT CYCLE C...	506-4005-43780	9,362.32
INTEGRATION & CONTROL SO...	24-256	12/06/2024	HEADWORKS LEVEL TRANSMI...	506-4005-47425	1,905.00
DOCUMENT SOLUTION INC	349058	12/06/2024	WASTE WATER DEPT SHARP ...	506-4005-43465	92.70
SIERRA AUTO PARTS	6016-330861	12/06/2024	ARAGON GAS TANK AND FILL	506-4005-44607	240.00
TESTONS FREEWAY CHEVRON	6101	12/06/2024	FUEL FOR WASTE WATER DEP...	506-4005-43316	421.58
XEROX CORP	6447740	12/06/2024	WASTE WATER OPEN PO FY24...	506-4005-43465	244.11
TED D MILLER ASSOCIATES INC	7106	12/06/2024	YEARLY FLOW METER CALIBR...	506-4005-47420	800.00
FULL SOURCE LLC	FS4512064-IN	12/06/2024	JESSICA JENKINS- PULLOVER ...	506-4005-42620	10.43
FULL SOURCE LLC	FS4512064-IN	12/06/2024	ARNIE CASTANEDA- ZIP HOOD...	506-4005-42620	11.99
FULL SOURCE LLC	FS4512064-IN	12/06/2024	SAL MARTINEZ- ZIPPER HOOD...	506-4005-42620	23.98
FULL SOURCE LLC	FS4512064-IN	12/06/2024	PATRICK LOVEALL- ZIP HOODIE	506-4005-42620	28.78
FULL SOURCE LLC	FS4512064-IN	12/06/2024	JAMIE FORMAN- PULLOVER H...	506-4005-42620	10.43
FULL SOURCE LLC	FS4512064-IN	12/06/2024	JAMIE FOREMAN- 6 SHIRTS	506-4005-42620	63.00
FULL SOURCE LLC	FS4512064-IN	12/06/2024	EMBROIDERY CHARGES	506-4005-42620	185.22
FULL SOURCE LLC	FS4512064-IN	12/06/2024	TAXES PLUS SHIPPING	506-4005-42620	100.48
FULL SOURCE LLC	FS4512064-IN	12/06/2024	SAL MARTINEZ- 6 SHIRTS	506-4005-42620	152.94
FULL SOURCE LLC	FS4512064-IN	12/06/2024	ARNIE CASTANEDA -6 SHIRTS	506-4005-42620	63.00
FULL SOURCE LLC	FS4512064-IN	12/06/2024	PATRICK LOVEALL- 6 SHIRTS	506-4005-42620	139.89
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	506-4005-41226	137.80
INTERNAL SERVICE FUND	SEPT2024	12/06/2024	SEPT 2024 SERVICE CENTER	506-4005-47420	70.00
VILLAGE OF WILLIAMSBURG	112024	12/13/2024	SEWER RECEIPTS FY 2024 - 20...	506-4005-48798	3,981.85
BANK OF AMERICA	11252024	12/13/2024	MEAL EXPENSES FOR CONRAD...	506-4005-42720	309.60
BANK OF AMERICA	11252024	12/13/2024	HOTEL (THE SAGE HOTEL) CO...	506-4005-42720	539.16
B & H OIL COMPANY	11302024-WW	12/13/2024	OPEN PO FY 24-25 FOR DESIEL...	506-4005-43316	126.82
CITY UTILITIES	12132024	12/13/2024	WASTE WATER DEPT CYCLE A...	506-4005-43780	2,003.26
CITY UTILITIES	12132024-LF	12/13/2024	WASTE WATER DEPT OPEN PO...	506-4005-43780	1,014.30
SUN VALLEY INC	177773/6, 177777/6, 177790/...	12/13/2024	OPEN PO FOR NOVEMBER 20...	506-4005-44607	321.98
VERMEER MOUNTAIN WEST I...	60017890	12/13/2024	HYDRO-EXCAVATOR ARM ATT...	506-4005-44810	1,388.82
WESTERN FIX LLC	10042484	12/20/2024	MARLESA BRYANT BOOTS	506-4005-44615	149.99
WEX BANK	101209188-WAWW	12/20/2024	W/WW- WEX FUEL FOR TRAV...	506-4005-43316	52.08
4 RIVERS EQUIPMENT	10802553	12/20/2024	SKID STEET PALLET FORKS	506-4005-44613	1,300.00
LAS CRUCES LOCKSMITH	115244	12/20/2024	REPLACE OLD LOCKS W/NEW	506-4005-47415	738.00
AMAZON CAPITAL SERVICES I...	13RD-YVH4-9CXW	12/20/2024	OFFICE SUPPLIES	506-4005-44606	15.98
AMAZON CAPITAL SERVICES I...	13RD-YVH4-9CXW	12/20/2024	FIELD SUPPLIES	506-4005-44607	12.49
NEW MEXICO ONE CALL INC	153010416	12/20/2024	APIRL 2024 INVOICE	506-4005-43770	170.14
NEW MEXICO ONE CALL INC	153010949	12/20/2024	OCTOBER 2024 INVOICE	506-4005-43770	170.14
NEW MEXICO ONE CALL INC	15301655	12/20/2024	JULY 2024 INVOICE	506-4005-43770	170.14
AMAZON CAPITAL SERVICES I...	1MRK-C4JL-Y3WL	12/20/2024	MOUSE PADS	506-4005-44606	7.38
AMAZON CAPITAL SERVICES I...	1QHf-WH6X-4RV6	12/20/2024	FIELD SUPPLIES	506-4005-44607	55.17
AMAZON CAPITAL SERVICES I...	1RLF-6MX6-YNTR	12/20/2024	2 SHELVING UNITS	506-4005-44606	199.98
CORTEZ GAS COMPANY	26104	12/20/2024	W/WW- PROPANE GAS FOR O...	506-4005-43316	98.52
NEW MEXICO ONE CALL INC	303	12/20/2024	NM 811 ANNUAL MEMBERSH...	506-4005-43770	25.00
BULLOCKS INC	81040	12/20/2024	OPEN PO FOR NOVEMBER 20...	506-4005-44607	13.56
EUROFINS ENVIRONMENTAL ...	8850011253	12/20/2024	WEEKLY TESTING	506-4005-44605	516.60
EUROFINS ENVIRONMENTAL ...	8850011281	12/20/2024	WEEKLY TESTING	506-4005-44605	81.80
EUROFINS ENVIRONMENTAL ...	8850011500	12/20/2024	WEEKLY TESTING	506-4005-44605	516.60
EUROFINS ENVIRONMENTAL ...	8850011598	12/20/2024	LIQUID WASTE TESTING FOR F...	506-4005-44605	258.30
EUROFINS ENVIRONMENTAL ...	8850011678	12/20/2024	WEEKLY TESTING	506-4005-44605	75.34
EUROFINS ENVIRONMENTAL ...	8850011984	12/20/2024	WEEKLY TESTING	506-4005-44605	75.34
EUROFINS ENVIRONMENTAL ...	8850012308	12/20/2024	WEEKLY TESTING	506-4005-44605	591.94
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL-...	506-4005-41235	1,092.40
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	506-4005-41226	153.62
RJ BORDER INTERNATIONAL	R400033838.01	12/20/2024	ENGINE DIAGNOSTICS	506-4005-47420	916.87
XEROX CORP OLD	022675946, 022663474, 0226...	12/27/2024	WASTEWATER XEROX EQUIP...	506-4005-43465	158.20
TDS	12182024	12/27/2024	WASTE WATER OPEN PO FY24...	506-4005-43780	434.82
NEW MEXICO GAS COMPANY ...	25OCT2024	12/27/2024	VACUUM STATION OPEN PO F...	506-4005-43780	36.06
SILVERSKY INC	517063-SI	12/27/2024	WASTE WATER DEPT OPEN PO...	506-4005-43815	133.40
TESTONS FREEWAY CHEVRON	6163	12/27/2024	FUEL FOR WASTE WATER DEP...	506-4005-43316	195.13
XEROX CORP	6551003	12/27/2024	WASTE WATER OPEN PO FY24...	506-4005-43465	244.11
USA BLUEBOOK	INV00572635	12/27/2024	WW & LAB FIELD SUPPLIES	506-4005-44607	810.23

AP EOM REPORT DEC 2024

Payment Dates: 12/1/2024 - 12/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
USA BLUEBOOK	INV00573528	12/27/2024	DO METER 4-M CABLE	506-4005-47420	1,217.10
Fund 506 - WWTP Total:					35,662.01
Fund: 508 - Golf Course					
MASEK ROCKY MOUNTAIN GO...	02-90380	12/06/2024	GOLF CART LEASE FY 24-25 M...	508-4303-43465	979.28
AMAZON CAPITAL SERVICES I...	19KY-1G63-69C7	12/06/2024	PETS MUST BE ON LEASH SIG...	508-4303-44607	173.91
AMAZON CAPITAL SERVICES I...	1GVD-XKCL-6FVF	12/06/2024	CHIPS, SODA, GATORADE, CA...	508-4303-44607	121.48
AMAZON CAPITAL SERVICES I...	1P33-YWRY-4HM4	12/06/2024	SOLAR SECURITY LIGHTING	508-4303-44607	439.96
DOCUMENT SOLUTION INC	349058	12/06/2024	GOLF COURSE SHARP OVERA...	508-4303-43465	27.14
SIERRA AUTO PARTS	6016-330384	12/06/2024	CRIMPS	508-4303-47420	16.00
SIERRA AUTO PARTS	6016-330384	12/06/2024	4G-4FFORX	508-4303-47420	21.60
SIERRA AUTO PARTS	6016-330384	12/06/2024	HYD HOSE-BULK	508-4303-47420	51.20
SIERRA AUTO PARTS	6016-330753, 6016-330802	12/06/2024	OPEN PO NOV 2024	508-4303-44607	177.71
XEROX CORP	6447740	12/06/2024	GOLF COURSE OPEN PO FY24/...	508-4303-43465	244.11
NM RETIREE HEALTH CARE	PPE 2024-11-29	12/06/2024	PPE 2024-11-29	508-4303-41226	108.69
CITY UTILITIES	12132024	12/13/2024	GOLF COURSE CYCLE A&B OP...	508-4303-43780	792.98
SUN VALLEY INC	178148/6, 177942/6, 177851/...	12/13/2024	OPEN PO NOV 2024	508-4303-44607	377.35
BRUCE LEE DBA LEE SIGN CO	20241216-01	12/20/2024	GRANITE GOLF COURSE SIGN	508-4303-44607	750.00
STATE OF NM GENERAL SERVI...	GSD-115868	12/20/2024	UNEMPLOYMENT BILL 31-JUL...	508-4303-41235	477.81
NM RETIREE HEALTH CARE	PPE 2024-12-13	12/20/2024	PPE 2024-12-13	508-4303-41226	109.57
TDS	12182024	12/27/2024	GOLF COURSE OPEN PO FY24/...	508-4303-43780	434.82
XEROX CORP	6551003	12/27/2024	GOLF COURSE OPEN PO FY24/...	508-4303-43465	244.11
Fund 508 - Golf Course Total:					5,547.72
Fund: 509 - Muni Airport					
KINGS LOCKSMITH	08722	12/06/2024	SPARE KEYS FOR AIRPORT TR...	509-4403-47420	14.50
TECH 45 AIRPORT MANAGEM...	1118	12/06/2024	MONTHLY MANAGEMENT FEE...	509-4403-48598	19,577.14
XEROX CORP	6447740	12/06/2024	AIRPORT OPEN PO FY24/25	509-4403-43465	48.83
SIERRA ELECTRIC COOP INC	2154-12132024	12/13/2024	OPEN PO FOR UTILITIES AT Ai...	509-4403-43780	916.56
WINDSTREAM CORPORATION	12162024	12/20/2024	AIRPORT OPEN PO FY24/25	509-4403-43775	443.85
XEROX CORP OLD	022675946, 022663474, 0226...	12/27/2024	AIRPORT XEROX EQUIPMENT ...	509-4403-43465	31.58
XEROX CORP	6551003	12/27/2024	AIRPORT OPEN PO FY24/25	509-4403-43465	48.83
Fund 509 - Muni Airport Total:					21,081.29
Fund: 600 - Internal Serv					
AUTOZONE STORES LLC	02529294648	12/06/2024	DIESEL EXHAUST FLUID	600-7003-43316	53.94
AUTOZONE STORES LLC	02529294648	12/06/2024	BLUE SHOP TOWELS	600-7003-44607	300.00
AUTOZONE STORES LLC	02529294648	12/06/2024	GLASS CLEANER	600-7003-44607	41.88
OREILLY AUTO PARTS INC	2162-168911	12/06/2024	AIR FILTER	600-7003-43316	79.15
OREILLY AUTO PARTS INC	2162-168911	12/06/2024	AIR FILTER	600-7003-43316	79.15
OREILLY AUTO PARTS INC	2162-168911	12/06/2024	12 PACK OIL FILTER	600-7003-43316	47.69
OREILLY AUTO PARTS INC	2162-168911	12/06/2024	OIL FILTER	600-7003-43316	16.68
OREILLY AUTO PARTS INC	2162-168914	12/06/2024	VARIOUS SIZES TRAILER/BACK...	600-7003-44607	398.65
OREILLY AUTO PARTS INC	2162-169652	12/06/2024	WASHER FLUID BULK	600-7003-47420	236.88
DOCUMENT SOLUTION INC	349058	12/06/2024	FLEET DEPT SHARP OVERAGE ...	600-7003-43465	22.93
SIERRA AUTO PARTS	6016-330797	12/06/2024	LONG LIFE BULBS RESTOCK	600-7003-44607	32.95
XEROX CORP	6447740	12/06/2024	FLEET DEPT OPEN PO FY24/25	600-7003-43465	73.23
DESERT GRAPHICS INC	7035	12/13/2024	NEW SIGN FOR SERVICE CENT...	600-7003-80845	2,650.00
XEROX CORP	6551003	12/27/2024	FLEET DEPT OPEN PO FY24/25	600-7003-43465	73.23
Fund 600 - Internal Serv Total:					4,106.36
Grand Total:					1,123,505.96

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	161,971.19
201 - Corrections	1,650.00
209 - Fire	4,393.41
211 - Law Enforce Prot	1,864.15
214 - Lodgers Tax	9,739.47
216 - Muni Street	51,259.70
260 - Fiscal Recovery Funds	9,632.01
294 - State Library	27,725.09
295 - Muni Pool	1,100.63
296 - PD GRT	2,484.42
298 - PD Donations	8,400.00
303 - Vet Wall	236.38
312 - R&R Airport	80,955.28
314 - CDBG	4,400.18
315 - CI Reserve	8,364.04
320 - USDA WATER SYSTEM IMPROVEMENTS	101,081.79
380 - OTHER STATE FUNDED PROJECTS	1,287.60
403 - Pledge State	59,372.55
501 - Cemetery	292.66
502 - Util Office - Pool	3,876.73
503 - Electric	384,450.90
504 - Water	41,941.09
505 - Solid Waste	90,629.31
506 - WWTP	35,662.01
508 - Golf Course	5,547.72
509 - Muni Airport	21,081.29
600 - Internal Serv	4,106.36
Grand Total:	1,123,505.96

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	4,314.60
101-1000-43598	PROFESSIONAL SERV-G...	3,238.13
101-1000-60725	GRANTS TO SUB-RECIPI...	5,000.00
101-1001-41226	RETIREE INSURANCE	313.10
101-1001-41235	UNEMPLOYMENT INS-O...	566.88
101-1001-43465	RENT OF EQUIPMENT	721.21
101-1001-43740	PRINTING/PUBLISHING	822.86
101-1001-43770	SUBSCRIPTION & DUES	195.00
101-1001-47410	MAINTENANCE CONTRA...	2,896.77
101-1003-41226	RETIREE INSURANCE	230.76
101-1003-41235	UNEMPLOYMENT INSUR...	581.40
101-1003-43465	RENT OF EQUIPMENT	1,391.49
101-1003-43775	TELEPHONE	90.59
101-1003-44606	OFFICE SUPPLIES	125.00
101-1004-41226	RETIREE INSURANCE	735.34
101-1004-41235	UNEMPLOYMENT INSUR...	1,292.82
101-1004-42305	MILEAGE REIMBURSEM...	206.36
101-1004-43465	RENT OF EQUIPMENT	853.28
101-1004-43740	PRINTING/PUBLISHING	386.08
101-1004-44606	OFFICE SUPPLIES	628.72
101-1004-44613	NON-CAPITAL ITEMS	37.98
101-1004-48599	OTHER CONTRACTUAL S...	834.70
101-1006-41226	RETIREE INSURANCE	322.76
101-1006-41235	UNEMPLOYMENT INS-A...	504.75
101-1006-43316	GAS & OIL	31.48
101-1006-44606	OFFICE SUPPLIES	489.03

Account Summary

Account Number	Account Name	Payment Amount
101-1006-44607	FIELD SUPPLIES	1,470.95
101-1006-48598	PROFESSIONAL SERVICES	2,212.41
101-1007-41226	RETIREE INSURANCE	2,621.56
101-1007-41235	UNEMPLOYMENT INSUR...	4,012.66
101-1007-42720	EMPLOYEE TRAINING-P...	679.00
101-1007-43316	GAS & OIL	6,629.52
101-1007-43465	RENT OF EQUIPMENT	2,179.10
101-1007-43775	TELEPHONE	370.80
101-1007-43815	SOFTWARE	14,398.00
101-1007-44606	OFFICE SUPPLIES	105.69
101-1007-47420	MAINTENANCE VEHICLE...	290.08
101-1008-41226	RETIREE INSURANCE	246.14
101-1008-41235	UNEMPLOYMENT INS-C...	427.89
101-1008-43316	GAS & OIL	712.27
101-1008-47420	MAINTENANCE VEH/EQU..	55.06
101-1009-41226	RETIREE INSURANCE	198.86
101-1009-41235	UNEMPLOYMENT INS-...	594.66
101-1009-43316	GAS & OIL	1,228.25
101-1009-43465	RENT OF EQUIPMENT	488.90
101-1009-43770	SUBSCRIPTION & DUES	1,100.00
101-1009-44607	FIELD SUPPLIES-MUNI R...	1,529.02
101-1010-41226	RETIREE INSURANCE	201.32
101-1010-41235	UNEMPLOYMENT INS	371.62
101-1010-48598	PROFESSIONAL SERVICES	11,055.46
101-1011-41226	RETIREE INSURANCE	443.84
101-1011-41235	UNEMPLOYMENT INS-ST...	1,352.05
101-1012-41226	RETIREE INSURANCE	391.11
101-1012-41235	UNEMPLOYMENT INSUR...	401.01
101-1012-43316	GAS & OIL	460.95
101-1012-43465	RENT OF EQUIPMENT	129.38
101-1012-43815	SOFTWARE LIC/SOFTWA...	194.51
101-1012-44607	FIELD SUPPLIES-FLEET M...	727.02
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-41235	UNEMPLOYMENT INS	291.77
101-1013-43316	GAS & OIL	383.48
101-1014-41226	RETIREE INSURANCE	378.98
101-1014-41235	UNEMPLOYMENT INSUR...	906.41
101-1014-43316	GAS & OIL	523.94
101-1014-43403	REGULAR BUILDING MA...	1,074.00
101-1014-43465	RENT OF EQUIPMENT	159.77
101-1014-44607	FIELD SUPPLIES-FACILITY...	2,116.72
101-1014-44615	SAFETY EQUIPMENT	395.00
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	424.16
101-1016-41235	UNEMPLOYMENT INSUR...	602.72
101-1017-48599	OTHER CONTRACTUAL S...	44,692.22
101-1018-43780	UTILITIES	15,924.58
101-1018-43815	SOFTWARE LIC/SOFTWA...	1,734.15
101-1018-48598	PROFESSIONAL SERVICES	7,389.69
101-1099-34343	ANIMAL POUND FEES	50.00
101-1099-34348	RENT OF PUBLIC FACILIT...	625.00
201-1903-48710	CARE OF PRISONERS-CO...	1,650.00
209-1603-43316	GAS & OIL	288.55
209-1603-43465	RENT OF EQUIPMENT	751.49
209-1603-43775	TELEPHONE	125.87
209-1603-43780	UTILITIES	750.38
209-1603-44607	FIELD SUPPLIES	750.00
209-1603-44615	SAFETY EQUIPMENT	312.83

Account Summary

Account Number	Account Name	Payment Amount
209-1603-47415	MAINTENANCE--REPAIRS..	1,414.29
211-2003-42535	EMPLOYEE TRAINING	500.00
211-2003-44573	UNIFORM & EQUIPMENT	358.00
211-2003-47420	MAINTENANCE-VEHICLE...	663.87
211-2003-80810	OTHER CAPITAL EQUIPM...	342.28
214-2501-60725	GRANTS TO SUB-RECIPI...	4,317.13
214-2540-44613	NON-CAPITAL EQUIPME...	3,339.50
214-2540-60725	SUB-RECIPIENTS (40%)	1,928.08
214-2560-60725	SUB-RECIPIENTS (60%)	154.76
216-4503-42620	UNIFORM LINEN-MUNI ...	592.36
216-4503-43316	GAS & OIL	1,966.89
216-4503-43550	ROADWAY MAINTENAN...	12,323.50
216-4503-47420	MAINT.VEHICLE/FURN/...	1,516.99
216-7025-48598	Professional Serv/Contra...	9,752.44
216-7026-48598	Professional Serv/Contra...	25,107.52
260-7031-48598	Professional Serv/Contra...	9,632.01
294-5003-43465	RENT OF EQUIPMENT	668.14
294-5003-44613	NON-CAPITAL ITEMS	14,237.92
294-5003-48830	LIBRARY ACQUISITION (...)	9,965.98
294-5003-60834	STATE LIBRARY GRANT-S...	2,853.05
295-4803-41226	RETIREE INSURANCE	80.20
295-4803-41235	UNEMPLOYMENT INSUR...	151.71
295-4803-43465	RENT OF EQUIPMENT	97.64
295-4803-43780	UTILITIES-MUNI POOL	771.08
296-2403-43999	OPERATING COSTS	280.41
296-2403-44615	SAFETY EQUIPMENT	840.00
296-2403-48598	PROFESSIONAL SERVICES	1,364.01
298-2105-45607	SHOP W/ COP EXPENSES	8,400.00
303-4703-43775	TELEPHONE	236.38
312-7024-47415	MAINTENANCE--REPAIRS..	79,275.83
312-7028-44607	FIELD SUPPLIES	1,679.45
314-8603-48598	Professional Serv/Contra...	4,400.18
315-8010-48598	Professional Serv/Contra...	8,364.04
320-6603-80860	INFRASTRUCTURE	101,081.79
380-7033-44607	Supplies/Equipment	1,287.60
403-1203-12918	CWPA PPRF-2613 TORC ...	1,381.16
403-1203-12919	CWPA PPRF-2737 TORC ...	15,197.50
403-1203-12952	PPRF-5652 ELECTRIC TR...	31,318.64
403-1203-12972	DW-4794	6,260.74
403-1203-90910	DEBT SERVICE INTEREST	5,214.51
501-1803-43780	UTILITIES	292.66
502-3601-41226	RETIREE INSURANCE	359.30
502-3601-41235	UNEMPLOYMENT INSUR...	1,028.82
502-3601-43465	RENT OF EQUIPMENT	2,114.56
502-3601-43780	UTILITIES	374.05
503-3702-41226	RETIREE INSURANCE	842.26
503-3702-41235	UNEMPLOYMENT INSUR...	1,744.90
503-3702-42620	UNIFORM/LINEN-ELECTR..	710.88
503-3702-43316	GAS & OIL	2,275.53
503-3702-43465	RENT OF EQUIPMENT	258.76
503-3702-43770	SUBSCRIPTION & DUES	2,171.95
503-3702-43775	TELEPHONE	53.62
503-3702-43780	UTILITIES	6,308.39
503-3702-43815	SOFTWARE LIC/SOFTWA...	133.40
503-3702-44607	FIELD SUPPLIES	29,339.64
503-3702-44615	SAFETY EQUIPMENT	188.92
503-3702-47415	MAINTENANCE--REPAIRS..	18,296.25
503-3702-47420	MAINTENANCE-VEHICLE...	2,859.07

Account Summary

Account Number	Account Name	Payment Amount
503-3702-48598	PROFESSIONAL SERVICES	2,328.44
503-3702-50795	WHOLESALE POWER CO...	316,938.89
504-3803-41226	RETIREE INSURANCE	848.93
504-3803-41235	UNEMPLOYMENT INSUR...	673.92
504-3803-42620	UNIFORM/LINEN-WATER..	1,519.91
504-3803-43316	GAS & OIL	4,323.64
504-3803-43465	RENT OF EQUIPMENT	97.64
504-3803-43770	SUBSCRIPTION/DUES	535.42
504-3803-43780	UTILITIES	12,461.56
504-3803-43797	WATER CONSERVATION...	1,094.46
504-3803-43815	SOFTWARE LIC/SOFTWA...	133.40
504-3803-44605	CHEMICALS/LABORATO...	246.85
504-3803-44606	OFFICE SUPPLIES	57.61
504-3803-44607	FIELD SUPPLIES-WATER ...	2,195.16
504-3803-44810	EQUIPMENT & MACHIN...	1,388.81
504-3803-47420	MAINTENANCE-VEHICLE...	3,256.64
504-3803-47421	MAINTENANCE EQUIPM...	1,923.75
504-3803-48598	PROFESSIONAL SERVICES	11,183.39
505-3904-41226	RETIREE INSURANCE	1,095.62
505-3904-41235	UNEMPLOYMENT INSUR...	2,338.93
505-3904-43316	GAS & OIL	3,370.41
505-3904-43403	REGULAR BUILDING MA...	400.00
505-3904-43465	RENT OF EQUIPMENT	302.10
505-3904-43780	UTILITIES	1,126.55
505-3904-43815	SOFTWARE LIC/SOFTWA...	133.40
505-3904-44606	OFFICE SUPPLIES	65.39
505-3904-44607	FIELD SUPPLIES-SOLID ...	435.32
505-3904-44615	SAFETY EQUIPMENT	539.42
505-3904-45601	WASTE DISPOSAL	76,332.01
505-3904-47420	MAINTENANCE-VEHICLE...	1,429.09
505-3904-48598	PROFESSIONAL SERVICES	568.44
505-3904-48599	OTHER CONTRACTUAL S...	2,492.63
506-4005-41226	RETIREE INSURANCE	291.42
506-4005-41235	UNEMPLOYMENT INSUR...	1,092.40
506-4005-42620	UNIFORM/LINEN-WAST...	790.14
506-4005-42720	EMPLOYEE TRAINING-W...	848.76
506-4005-43316	GAS & OIL	894.13
506-4005-43465	RENT OF EQUIPMENT	897.32
506-4005-43770	SUBSCRIPTION & DUES	535.42
506-4005-43780	UTILITIES	12,850.76
506-4005-43815	SOFTWARE LIC/SOFTWA...	133.40
506-4005-44605	CHEMICALS/LABORATO...	2,115.92
506-4005-44606	OFFICE SUPPLIES	223.34
506-4005-44607	FIELD SUPPLIES-WASTE...	1,453.43
506-4005-44613	NON-CAPITAL ITEMS	1,300.00
506-4005-44615	SAFETY EQUIPMENT	149.99
506-4005-44810	EQUIPMENT & MACHIN...	1,388.82
506-4005-47415	MAINTENANCE--REPAIRS..	738.00
506-4005-47420	MAINTENANCE-VEHICLE...	3,503.48
506-4005-47425	OTHER MAINTENANCE-...	1,905.00
506-4005-48598	PROFESSIONAL SERVICES	568.43
506-4005-48798	VILLAGE OF WILLIAMSB...	3,981.85
508-4303-41226	RETIREE INSURANCE	218.26
508-4303-41235	UNEMPLOYMENT INSUR...	477.81
508-4303-43465	RENT OF EQUIPMENT	1,494.64
508-4303-43780	UTILITIES	1,227.80
508-4303-44607	FIELD SUPPLIES	2,040.41
508-4303-47420	MAINTENANCE VEHICLE...	88.80

Account Summary

Account Number	Account Name	Payment Amount
509-4403-43465	RENT OF EQUIPMENT	129.24
509-4403-43775	TELEPHONE	443.85
509-4403-43780	UTILITIES	916.56
509-4403-47420	MAINTENANCE VEH/EQU..	14.50
509-4403-48598	PROFESSIONAL SERVICES	19,577.14
600-7003-43316	GAS & OIL	276.61
600-7003-43465	RENT OF EQUIPMENT	169.39
600-7003-44607	FIELD SUPPLIES	773.48
600-7003-47420	MAINTENANCE-VEHICLE...	236.88
600-7003-80845	CAPITAL IMPROVEMENT...	2,650.00
Grand Total:		1,123,505.96

Project Account Summary

Project Account Key	Payment Amount
None	1,123,505.96
Grand Total:	1,123,505.96



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: E.6

SUBJECT: Subrecipient FY 24/25 2nd Quarter Reports

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 15, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Contract requires that recipients of Subrecipient funding submit a quarterly report to the City by the 15th of the month following the quarter.

Recommendation:

Accept the 2nd Quarter Reports

Attachments:

- Checklist
- Reports

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

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC Agendas 1-22-25

SUBRECIPIENT QUARTERLY REPORTS FISCAL YEAR: 2024-25

Reports are due by the 15th of the month following the quarter.

NAME OF ORGANIZATION	ALLOTMENT	1ST QTR. REPORT		2ND QTR. REPORT		3RD QTR. REPORT		4TH QTR. REPORT	
		YES	NO	YES	NO	YES	NO	YES	NO
(SUBRECIPIENT FUNDS)									
Companion Animal Action Team/CAAT Majie Powey 740-0421	\$1,500.00				X				
Domestic Abuse Intervention Center Blanca Chavez 894-3557	\$2,000.00			X	1/6/25				
Matthew 25 Food Pantry H.A. Nordgren	\$6,850.00			X	1/6/25				
SJOA / Sierra Joint Office on Aging Lisa Mattingly 894-6641	\$35,000.00			X	1/10/25				
The Club of Sierra County Rebecca Dow 575-571-1056	\$10,000.00				X				
Geronimo Springs Museum Debbie Hillbish	\$5,000.00				X				
Geronimo Trail Scenic Byway Gina Kelley 894-2255	\$5,600.00				X	1/08/25			
The Olive Tree	\$5,000					X			
MainStreet Truth or Consequences Becca Eza	\$60,000.00				X	1/10/25			

1st Quarter:	JUL, AUG, SEP
2nd Quarter:	OCT, NOV, DEC
3rd Quarter:	JAN, FEB, MAR
4th Quarter:	APR, MAY, JUN

Copies to City Mgr. & Commission
Copies to City Mgr. & Commission
Copies to City Mgr. & Commission
Copies to City Mgr. & Commission

Domestic Abuse Intervention Center
P.O. Box 1711
Truth or Consequences, NM 87901



SUBRECIPIENT GRANT
FY 2024/2025
(2nd) QUARTER INVOICE

Date of Invoice: January 6, 2025

Invoice Amount: \$500.00

Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$2000.00

Quarter Draw: \$500.00

Please send payment to: *Domestic Abuse Intervention Center*
P.O. Box 1711
Truth or Consequences, NM 87901

Thank you,

Blanca Chavez
575-894-3557

SUBRECIPIENT QUARTERLY REPORT

FY: 2024/2025

ORGANIZATION: Domestic Abuse Intervention Center

(Report is due by the
15th of the month
following the QTR.)

ALLOCATION: \$2000.00
(FY Allotment)

\$500.00
(Quarterly Draw)

QUARTER: 2nd
(1st/2nd/3rd/4th)

SUBMITTED BY: Blanca Chavez
Print Name

Signature

(Please detail the progress made in providing the services each quarter.)

Statistical Information:		Years	Victimization		Referral
Female-9	Anglo- 8	18-21- 3	Emotional -13	Police-2	Sherriff-
Male- 4	Hispanic-4	22-40- 7	Physical- 9	Hospital-	Self Referral-3
	Other-1	41-59- 2	Sexual- 0	Courts-	Friends-3
		60-74- 1	Stalking-	Family- 1	Other-3
		Unknown-	Unknown-	CYFD-1	

Type of Contact: _____ Volunteer Hours: Total -1752

Orders of Protection – 6 _____ Cell Phone - 1752

Individual Support Sessions - _____ Administrative -

Group – 123 _____ Crisis-

Victim Advocacy -19 _____ Office-

Crisis Intervention- _____ Direct Client Contact (Crisis)

Shelter - _____

Food- 4 _____

CCR -11.5 _____

Case Management - 49.5 _____

DVOTI Individual Sessions- 6.5 _____

MATTHEW 25 FOOD PANTRY, INC
PO BOX 3722
TRUTH OR CONSEQUENCES, NM 87901



SUBRECIPIENT GRANT
FY 2024/2025

2nd QUARTER INVOICE
INVOICE: 2024-25/Q2

Date of Invoice: 1/6/2025

Invoice Amount: \$1,712.50

Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$6,850

Quarter Draw: \$1,712.50

Please send payment to: *Matthew 25 Food Pantry*
PO Box 3722
Truth or Consequences, NM 87901

Thank you,



Laura Ploughe, Board Secretary/Treasurer, and Grant Coordinator
480/267-3535

SUBRECIPIENT QUARTERLY REPORT

FY: 2024/2025

ORGANIZATION: Matthew 25 Food Pantry, Inc

ALLOCATION: \$ 6,850
(FY Allotment)\$ 1,712.50
(Quarterly Draw)QUARTER: 2nd
(1st/2nd/3rd/4th)(Report is due by the 15th of the month following the QTR.)SUBMITTED BY: Laura Ploughe
Print Name
Signature

(Please detail the progress made in providing the services each quarter.)

Compliance

Matthew 25 Food Pantry, a 501(c)3, graciously appreciates the grant award from the City for the direct services we provide to benefit the community through our weekly free food distribution. Our mission is to serve the community without discrimination based on age, race, color, sex, religion, national origin, disability, or sexual orientation. Our commitment to the City is to maintain complete and accurate records of our performance and this Quarterly Report (Q2) is being submitted to the City for public record of such compliance.

This City grant assists in our ability to indirectly promote the City in the services we provide. We provide these services with a working team of all volunteers (approximately 15) and are governed by a volunteer Board of Directors. The Board Officers include a President, a Secretary/Treasurer, and Directors who have signatory and fiscal authority. We maintain an active Non-Profit good standing with the Office of the Secretary of State (SOS), the Internal Revenue Service (IRS), and the New Mexico Office of the Attorney General (AG).

2024/2025 Funding Purpose/Financial Performance

Matthew 25 relies on grants and monetary donations and an insignificant amount from business-to-business (B2B) support from local retailers to cover all of our operating costs and be able to provide services back to others in need. Current awarded grants total \$9,350 and include the City grant and a grant award from Sierra County. These grants are projected to average 33% of total budget while projected monetary contributions will make up 64%, and B2B programs will average 3%. Current **Quarter 2 (Q2)** actuals show grant income is at 45% of our budget while contributions are on target at 53% of budget.

Our budgeted rent and utilities makeup 56% in fixed costs while insurance is 5%, totaling 61% of our budget. Food costs are 16% of budget this year, up from last year, due to the need to purchase meat to supplement the scarce availability from Roadrunner Food Bank. Operating, maintenance, and equipment costs increases are planned in FY24/25 but currently only 25% of that budget is spent mid-year.

Matthew 25 strives to maintain a near zero balance budget. Due to a surprise Walmart grant awarded in Q4 of FY23/24 our June ending balance had a surplus amount of just over \$10,600. The FY24/25 approved budget includes a plan to transfer the majority into our building improvement fund for our future investments.

Appendix A provides our current Matthew 25 Budget/Actual Summary for to-date income and expenses.

Appendix B provides our detailed financial balance sheet for to-date Actuals to Budget with Net.

Scope of Work/CommunityBenefit Performance

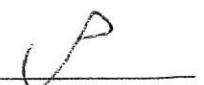
Matthew 25 statistics show a decrease in participation numbers in the last 2 months due to the closure during the holidays but also from last year to this year the November and December numbers are lower for an unknown reason. Matthew 25 has however continued to feed 2,339 people in Q2 over 2,307 during the same quarter last year. Also, statistically our combined Q1/Q2 this year is still an increase comparatively of over **396 more people from last year's combined Q1/Q2**. Seniors continue to account for our highest percentage of food insecure and average 47% of those who participate. The USDA has opened restrictions and participants are no longer required to provide valid Sierra County residential status. As our community continues to see transient individuals and vacationers to our county, we expect that Matthew 25 will continue to see an increase in participation numbers.

Matthew 25 is pleased to remain a staple in the Downtown corridor in our current location at 405 Austin. Had we not executed a 2-year lease at this location in 2024, costs for moving, building improvements, lost produce, other costs, AND the loss of participation during the move due to reasons of convenience or confusion may have resulted. We continue to remain at 405 Austin through our 6/2026 lease term.

Matthew 25 will be expanding our services to take over the distributions currently done by Roadrunner Food Bank every month in the Sierra Vista Hospital. This change will mean significant new statistics to serve the mission of being a staple in our community and providing services to those in need plus nutritional options to increase a healthy lifestyle. Sierra Vista Hospital and Matthew 25 will execute on a logistical agreement of understanding in early 2025.

Appendices C, and D provide a 2 year comparison, plus previous year, of participant statistics in detail, and in a trend chart.

Matthew 25 strives to meet the needs of food insecure in our community while always remaining diligent in best practices and not burdening the limited resources in our community. A continuous objective is to obtain new grants and funding sources.

SUBMITTED BY: Laura Ploughe /Phone: (480) 267-3535
(Typed Name)SIGNATURE/INITIALS 

APPENDIX A

Matthew 25 FY2024/2025 Budget Summary

					Beginning Budget		
					FY2024/2025		
					2024/2025	2023/2024	2023/2024
					Beginning Budget	Previous Year Budget	Previous Year Actual
<u>Beginning Balance</u>					\$10,641.85		
<u>Revenue</u>							
Contributions	\$9,544.00	53%	\$1,821.68	64%	\$18,000.00	\$18,000.00	\$21,860.14 [1]
Grant Income	\$4,234.54	45%	\$1,965.00	33%	\$9,350.00	\$7,500.00	\$11,255.00 [2]
Bullock's/Other B2B	\$1,379.76	172%	\$62.00	3%	\$800.00	\$1,000.00	\$744.01 [3]
Reimbursements	\$0.00		\$16.68				\$200.20
Miscellaneous	\$19.99		\$10.00				\$120.00
Current Year Rev Total	\$15,178.29		\$3,875.36		\$28,150.00	\$26,500.00	\$34,179.35
TOTAL REVENUES					\$38,791.85		
<u>Expense</u>							
Food	\$752.09		\$120.64	16%	\$5,000.00	\$3,000.00	\$1,447.73 [4]
Rent	\$3,600.00		\$600.00	23%	\$7,200.00	\$8,400.00	\$7,200.00
Utilities	\$5,709.19		\$862.85	33%	\$10,000.00	\$10,000.00	\$10,354.19
Insurance	\$1,454.00		\$121.17	5%	\$1,500.00	\$1,500.00	\$1,454.00
Professional Services (Pest cntrl, cleaners, facilities, ads)	\$215.02		\$221.14	16%	\$5,000.00	\$3,000.00	\$2,653.65 [5]
Miscellaneous	\$390.30		\$18.98	7%	\$2,000.00	\$200.00	\$227.73 [6]
Reimbursements	\$0.00		\$1,961.46				\$200.20
	\$12,120.60		\$1,010.05		\$30,700.00	\$26,100.00	\$23,537.50
xfer to Invest	\$0.00				\$7,500.00		[7]
Expense Total	\$12,120.60				\$38,200.00	\$26,100.00	\$23,537.50
Net Income	\$3,057.69				\$591.85	\$400.00	\$10,641.85

NOTES:

- [1] Decrease in giving due to economic impacts
- [2] Increase due to new amount approved from the TorC Subrecipient Grant award
- [3] Decrease budget due to the trend from previous year of only Bullocks, added Other B2B in 24/25 so will increase
- [4] Increase due to need to purchase more meat due to scarce product deliveries
- [5] Building modification to add HVAC needed cooling air return in front of building
- [6] Increase to purchase needed equipment some due to new Mobile pantry startup
- [7] Transfer into our investment account as a reserve for future building improvements

APPENDIX B

Matthew 25 Food Pantry 2024-2025 Detailed Balance Sheet

July 24 August 24 September 24 October 24 November 24 December 24 January 24 February 24 March 24 April 24 May 24 June 24

BEGINNING BALANCE

Revenue

Contributions	\$1,860.00	\$1,170.00	\$1,449.00	\$710.00	\$1,190.00	\$3,165.00						
Grant Income				\$1,712.50	\$22.04	\$2,500.00						
Jullock's and other B2B		\$168.65			\$310.20	\$900.91						
Reimbursements												
Miscellaneous			\$19.99									

Rev Total

	\$1,860.00	\$1,338.65	\$1,468.99	\$2,422.50	\$1,522.24	\$6,565.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Expense

Food	\$160.00	\$152.64	\$183.04	\$66.33	190.08							
Rent	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00						
Utilities	\$1,040.41	\$1,190.27	\$1,054.21	\$904.49	\$891.24	\$628.57						
Insurance	\$1,454.00											

FIXED COSTS

Professional Services (Pest cntrl, cleaners, Accounting, Legal, Ads,	\$39.06			\$40.49		\$135.47						
Miscellaneous		225.33	164.97									
Reimbursements												

xfer to Invest

Expense Total

	\$3,293.47	\$2,168.24	\$2,002.22	\$1,611.31	\$1,681.32	\$1,364.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Net Income

	-\$1,433.47	-\$829.59	-\$533.23	\$811.19	-\$159.08	\$5,201.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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	2024/2025	2024/2025	2024/2025		2023/2024	2023/2024	
current Actuals % of budget	Actuals	Monthly Avg	Current Year Budget	% of BUDGET TOTAL	Previous Year Actuals	Previous Year's Budget	% of BUDGET TOTAL
			\$10,641.00				
53%	\$9,544.00	\$1,590.67	\$18,000.00	64%	\$21,860.14	\$18,000.00	68%
45%	\$4,234.54	\$1,683.64	\$9,350.00	33%	\$11,255.00	\$7,500.00	28%
172%	\$1,379.76	\$114.98	\$800.00	3%	\$744.01	\$1,000.00	4%
	\$0.00	\$0.00			\$200.20		
	\$19.99	\$1.67			\$120.00		
	\$15,178.29	\$3,390.95	\$28,150.00		\$34,179.35	\$26,500.00	
15%	\$752.09	\$62.67	\$5,000.00	10%	\$1,447.73	\$3,000.00	11%
50%	\$3,600.00	\$300.00	\$7,200.00	23%	\$7,200.00	\$8,400.00	32%
57%	\$5,709.19	\$475.77	\$10,000.00	33%	\$10,354.19	\$10,000.00	30%
97%	\$1,454.00	\$121.17	\$1,500.00	6%	\$1,454.00	\$1,500.00	6%
	\$10,763		\$18,700			\$19,000	
4%	\$215.02	\$17.92	\$5,000.00	16%	\$2,653.65	\$3,000.00	11%
20%	\$390.30	\$32.53	\$2,000.00	7%	\$227.73	\$200.00	1%
	\$0.00				\$200.20		
	\$12,120.60	\$1,010.05	\$30,700.00		\$23,537.50	\$26,100.00	
	\$0.00		\$7,500.00		\$0.00		
	\$12,120.60		\$38,200.00		\$23,537.50	\$26,100.00	
	\$3,057.69		\$591.00		\$10,641.85	\$400.00	

APPENDIX C

FY 2024 and 2025 (2 Year)

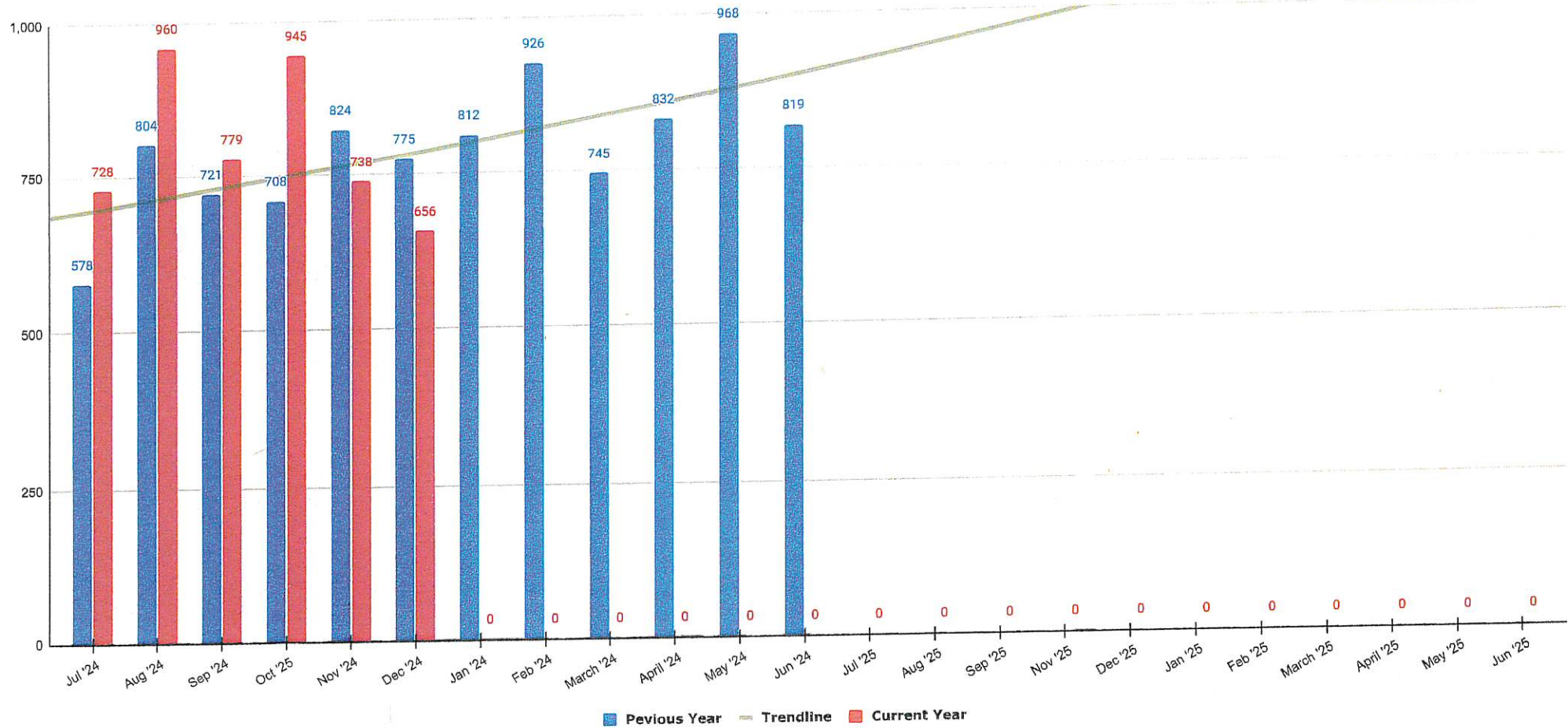
Matthew 25 Household participation statistics

Matthew 25 Participant Household Summary							Matthew 25 Participant Household Detailed Breakdown											
							Actual	% of total	Actual	% of total	Actual	% of total	Actual	% of total			Avg Household:	
Fiscal Year	Month	Previous Year People Statistics	People	% increase/decrease annual	% increase/decrease monthly	Households	Seniors		Adults		Children under 5		Children 5-18		Avg People		Annual	
															Qtr 1	Annual		
FY 24	Jul '24	578	728	25.95%	-	382	350	48.1%	226	31.0%	38	5.2%	114	15.7%	Qtr 1	822	401	
FY 24	Aug '24	804	960	19.40%	31.9%	499	438	45.6%	332	34.6%	42	4.4%	148	15.4%				
FY 24	Sep '24	721	779	8.04%	-18.9%	418	392	50.3%	254	32.6%	32	4.1%	101	13.0%	Qtr 2			
FY 24	Oct '25	708	945	33.47%	21.3%	496	453	47.9%	313	33.1%	32	3.4%	157	16.6%				
FY 24	Nov '24	824	738	-10.44%	-21.9%	390	337	45.7%	251	34.0%	26	3.5%	124	16.8%	780			
FY 24	Dec '24	775	656	-15.35%	-11.1%	338	312	47.6%	206	31.4%	35	5.3%	103	15.7%	Qtr 3			
FY 24	Jan '24		0												0			
FY 24	Feb '24		0												Qtr 4			
FY 24	March '24		0															
FY 24	April '24		0												0			
FY 24	May '24		0												0	42		
FY 24	Jun '24		0												Qtr 1	Annual		
FY 25	Jul '25		0												0			
FY 25	Aug '25		0												Qtr 2			
FY 25	Sep '25		0												0			
FY 25	Oct '25		0												0			
FY 25	Nov '25		0												Qtr 3			
FY 25	Dec '25		0												0			
FY 25	Jan '25		0												Qtr 3			
FY 25	Feb '25		0												0			
FY 25	March '25		0												Qtr 3			
FY 25	April '25		0												0			
FY 25	May '25		0												0	0		
FY 25	Jun '25		0												0			
FY2024 Totals		4,410	4,806			2,523	2,282		1,582		205		747					
FY2025 Totals			0			0	0		0		0		0					

Increase/decrease396

APPENDIX D

Matthew 25 Food Pantry - People Served by Month July 2024-June 2025 Plus Previous Year



Sierra Joint Office on Aging
360 W. 4th Ave.
Truth or Consequences, NM 87901



SUBRECIPIENT GRANT
FY 2024/2025
2nd QUARTER INVOICE

Date of Invoice: 1/10/2025

Invoice Amount: \$ 8,750.00

Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$35,000.00

Quarter Draw: \$ 8,750.00

Please send payment to: *Sierra Joint Office on Aging*
360 W. 4th Ave.
Truth or Consequences, NM 87901

Thank you,

Lisa L. Mattingly
575-894-6641

SUBRECIPIENT QUARTERLY REPORT

FY: 2024/2025

ORGANIZATION: Sierra Joint Office on Aging

*(Report is due by the
15th of the month
following the QTR.)*

ALLOCATION: \$35,000 \$ 8,750
(FY Allotment) (Quarterly Draw)

QUARTER: 2nd
(1st/2nd/3rd/4th)

SUBMITTED BY: Lisa L. Mattingly
Print Name


Signature

(Please detail the progress made in providing the services each quarter.)

We provided the following services in the current quarter through 9/30/2024:

- 8,133 Congregate meals in the dining room.
- 11,404 Meals delivered to Homebound seniors
- 2,223 Transportation both locally and a daily Las Cruces run for Dr. appointments.
- 127 rides for Assisted Transportation
- 2,551.50 hrs. Homemaking services provided
- 422 hours provided for Respite.

We are still working to acquire a new wheelchair van with a higher lift capacity; another home delivered meal vehicle and replacing compressor units for our walk-in refrigerator/freezers to be purchased through capital outlay funds. We would like to thank the City Manager and Assistant City Manager for all their help making these capital outlay projects a success.

Geronimo Trail Scenic Byway, Inc.

P O Box 1072 • 523 Broadway • Phone (575) 894-1968
Truth or Consequences, New Mexico 87901

INVOICE *subrecipient grant*

Date 01/08/2024

To City of Truth or Consequences

For Operating expenses December 2024

Telephone/Internet	\$ 213.11
--------------------	-----------

Postage	\$ 13.91
---------	----------

Visitor Center Supplies	\$ 468.63
-------------------------	-----------

Total	\$ 695.65
-------	-----------

Amount due \$ 466.67 per contract

Thank you

L. J. Kelley

SUBRECIPIENT QUARTERLY REPORT

FY: 2024/2025

ORGANIZATION: Geronimo Trail Scenic Byway

(Report is due by the
15th of the month
following the QTR.)

ALLOCATION: \$5600.

(FY Allotment)

\$1400.01

(Quarterly Draw)

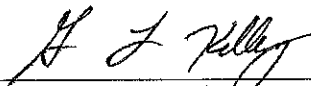
QUARTER: 2nd

(1st/2nd/3rd/4th)

SUBMITTED BY:

Gina Kelley

Print Name


Signature

The Geronimo Trail Visitor Center was open 6 days a week during the 2nd quarter. Last quarter we had 900 interactions with visitors — this includes walk-in visitors, email requests for information and telephone calls. We responded to inquiries requesting info on our hot springs, restaurants, galleries, shopping, events and attractions. Our response rate to our emails was 104%; it is higher than 100% because people keep going back to reopen the emails to get more info.

On behalf of the Sierra County Recreation & Tourism Advisory Board we shipped out over 5000 brochures to visitor centers statewide and to El Paso. This cost was reimbursed by SCRTAB through their contract with the City of T or C. Additionally we provided another 500 brochures to local Sierra County lodging & retail businesses.

Other promotional activities:

- **Updating printed materials:** Our Director is working with industry partners to update:
 - **Hot Springs Brochure:** edits complete, currently being printed
 - **2025 Sierra County Travel Guide:** editing 2025 guide is in process
 - **Birding SW New Mexico Brochure:** in discussions with Socorro Tourism and the Bosque del Apache on a possible partnership for funding an updated brochure.
- **Grand Canyon National Park Journal** published in October, and will publish again in March. Our ½ pg ad was funded by T or C lodger's tax. Our ad package included a ½ pg advertorial, but they gave us a full page at no extra cost.

In the third quarter our 4 volunteers contributed 390 hours. Our volunteer Director contributed another 20 hours. The total of 410 volunteer hours are valued at almost \$11,050 (\$26.95/hr per the IRS valued volunteer time in New Mexico).

Spaceport tours continue to use our Visitor Center as a pickup/dropoff location.

Total Expenses for the Period:

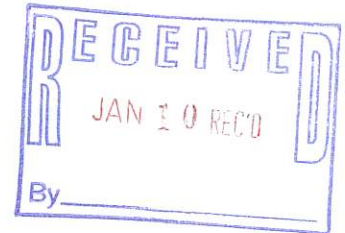
Telephone/Internet:	\$ 639.07
Visitor Center supplies:	\$ 653.34
Postage:	\$ 18.10

Total: \$1310.51

Donations from Bullocks, the public and sales of souvenir merchandise have enabled us to cover the costs that exceed the \$933.34 that we received from our subrecipient grant.

MainStreet T or C
P.O. Box 1602
T or C, NM 87901

SUBRECIPIENT GRANT
FY 2024/2025
2nd QUARTER INVOICE



Date of Invoice: 1/10/2025

Invoice Amount: \$15,000

Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$60,000

Quarter Draw: \$15,000

Please send payment to: *MainStreet T or C*
P.O. Box 1602
T or C, NM 87901

Thank you,

Becca Eza, Executive Director, MainStreet T or C
828-980-8229

SUBRECIPIENT QUARTERLY REPORT FY: 2024/2025

ORGANIZATION: MainStreet Truth or Consequences

ALLOCATION: \$60,000 (yearly) \$15,000 (quarterly draw)

SUBMITTED BY: Becca Eza

(Please detail the progress made in providing the services each quarter.)

This has been another busy quarter for MainStreet T or C.

In October we held the public event portion of our Show of Hands project. The four finalists each gave a pitch for their business expansion. Attendees voted for their favorite project, and as the votes were tallied, RGe Duo played live music and everyone enjoyed refreshments donated by Walmart. The winners were announced: First place, a \$5,000 grant, went to Mile Marker 7 Coffee for their project to add a second drive-thru window to increase efficiency, and second place, \$2,350, went to Rebel Roadrunner for their plan to add shoe sales to their current inventory.

On October 21, we held our quarterly Business Breakfast, this time hosted at the MainStreet office. Local business owners and community leaders met to network, enjoy breakfast, and share news and business updates.

On Halloween we hosted the annual Trick-or-Treat Downtown event, which saw the closure of Broadway to make the area safer for families. Local businesses handed out candy from their store fronts, and those who wanted to participate but didn't have a downtown store could sign up for a spot at Healing Waters Plaza. MainStreet held a costume contest at the Plaza.

Small Business Saturday was celebrated on November 30. MainStreet partnered with the T or C & Sierra County Chamber of Commerce to host a Small Business Saturday promotion. Shoppers could submit receipts, either in person at a table at the brewery manned by volunteers, or by email, for any purchases made that day in any Sierra County small business. For each \$20 spent, shoppers received a raffle ticket to be entered in a drawing for gift certificates from local businesses. We recorded nearly \$8,000 in receipts from purchases made at small businesses on that single day!

In December we held the annual Old-Fashioned Christmas event downtown. The parade was the biggest it's been in years, families loved visiting Santa and taking pictures with him at Healing Waters Plaza, and people enjoyed congregating around fire barrels all along Main and Broadway. We appreciated all the help from the Police Department and various city departments in managing the road closures, decorating town, and keeping everyone safe during the event!

We continue to work on several ongoing projects: our Wayfinding plan is in the development phase after soliciting community input at a public meeting and in an online survey. Our Clean & Beautiful grant will include the painting of 8 additional downtown trash cans during the month of January. The planning for Fiesta 2025 is moving forward, with fundraisers set in the next few months.

We continue to provide the City Commission a monthly "At A Glance" document with updates on our projects and events, and we attend a City Commission meeting at least once a month to provide verbal updates in the Public Comment portion of the meeting.

In December at our annual accreditation meeting, our accreditation was renewed for 2025.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: F.1

SUBJECT: Resolution No. 26 24/25 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: January 16, 2025

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

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

Recommendation:

Approval Resolution No. 26 24/25 Final Budget Adjustment Requests for Fiscal Year 2024-2025

Attachments:

Resolution No 26 24/25

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 1-22-25



RESOLUTION NO. 26 24/25

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2024-2025.

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 2024-2025; 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 **22nd day of January, 2025**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2024-25 1/22/2025
DFA Resolution Number: 26 24/25
BAR NUMBER 8

For Local Government Division use only:

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	403	403-1203-90910	Debt -Interest	Expense	\$ 403,522.00	\$ 5,000	\$ 408,522	WISPI 2 Bank of the SW Interest on draw downs Ord. 769
1	403	403-1203-39935	Debt - Transfer In	Revenue	\$ 1,282,913.00	\$ 5,000	\$ 1,287,913	WISPI 2 Bank of the SW Interest on draw downs Ord. 769
1	504	504-3803-49930	WTR - Transfer Out	Expense	\$ 786,518.00	\$ 5,000	\$ 791,518	WISPI 2 Bank of the SW Interest on draw downs Ord. 769
					\$ -		\$ -	
					\$ -		\$ -	
2	299	299-2004-32375	PD - ENDWI	Revenue	\$ -	\$ 3,570	\$ 3,570	NMDOT Traffic Safety Grant FY 25
2	299	299-2005-32375	PD - BKLUP	Revenue	\$ -	\$ 1,075	\$ 1,075	NMDOT Traffic Safety Grant FY 25
2	299	299-2006-32375	PD - STEP	Revenue	\$ -	\$ 7,570	\$ 7,570	NMDOT Traffic Safety Grant FY 25
2	299	299-2004-49930	PD - ENDWI Transfer Out	Expense	\$ -	\$ 3,570	\$ 3,570	NMDOT Traffic Safety Grant FY 25
2	299	299-2005-49930	PD - BKLUP Transfer Out	Expense	\$ -	\$ 1,075	\$ 1,075	NMDOT Traffic Safety Grant FY 25
2	299	299-2006-49930	PD - STEP Transfer Out	Expense	\$ -	\$ 3,570	\$ 3,570	NMDOT Traffic Safety Grant FY 25
2	101	101-1099-39935	GF - Transfer In	Revenue	\$ 1,639,608.00	\$ 12,215	\$ 1,651,823	NMDOT Traffic Safety Grant FY 25
					\$ -		\$ -	
							\$ -	

ATTEST:

Angela Torres, Clerk-Treasurer

(Date)

Rolf Hechler, Mayor

(Date)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: F.2

SUBJECT: Resolution No. 27 24/25 Amending City Manager Authorities pertaining to Purchase Requisitions

DEPARTMENT: Finance

DATE SUBMITTED: January 15, 2025

SUBMITTED BY: Jocelyn Holguin, Finance Director

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases Contract and Purchases More Than \$20,000. To increase the thresholds.

Recommendation:

Based on the discussion from the Commission during the last commission meeting a resolution has been submitted to allow the approval for threshold to increase from the current \$20 thousand to \$60 thousand. Based on the NM State statues and the needs of the City departments which will allow the process to move forward with out delay and shall be reported in the consent agenda for Commission review.

Attachments:

- Resolution # 27 24/25

Fiscal Impact (Finance): N/A

There is no fiscal impact as the funds are budget approved by the Commission each fiscal year. Should there be a need for increases, a BAR (Budget Adjustment Request) shall be submitted.

Legal Review (City Attorney): Yes

The City's Attorney Jay Rubin and the Finance Director met and discussed the resolution provided.

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 01/22/2025



RESOLUTION NO. 27 24/25

EXECUTION OF CONTRACTS; GRANT AGREEMENTS; MEMORANDA OF UNDERSTANDING; JOINT POWERS AGREEMENTS; SETTLEMENT AGREEMENTS; PURCHASES

WHEREAS, the City Commission of the City of Truth or Consequences met in a duly noticed, regular Commission meeting on May 26, 2021, at 9:00 A.M. at Truth or Consequences, New Mexico, and

WHEREAS, the City Commission of the City Truth or Consequences is a legally and regularly created, established, organized, and existing City under the general laws of the State of New Mexico and more specifically, Section 3-45-5, NMSA 1978, as amended and supplemented; and

WHEREAS, the City Commission of the City of Truth or Consequences is statutorily charged with examining and settling all accounts of receipts and expenses of the City and all accounts chargeable against the City; and

WHEREAS, the City Commission of the City of Truth or Consequences is statutorily charged with making such orders concerning the property belonging to the City as it deems expedient; and

WHEREAS, the City Commission of the City of Truth or Consequences is statutorily authorized to "employ and set the salary of a City Manager to conduct the business of the City, to serve as personnel officer, fiscal director, budget officer, property custodian and to act generally as the administrative assistant to the board, aiding and assisting it in the exercise of its duties and responsibilities;" and,

WHEREAS, NMSA 1978 Section 13-1-125 (2007) exempts certain small purchases from the bidding requirements the Procurement Code so long as those purchase are made in compliance with regulations set forth by the City of Truth or Consequences; and,

WHEREAS, the City Commission of the City of Truth or Consequences promulgated regulations which delineate the manner in which procurement of items of tangible personal property, services and construction are procured by the City.

NOW, THEREFORE, BE IT RESOLVED THAT, by the City Commission of the City of Truth or Consequences:

1. The City Manager is expressly authorized to procure and execute contracts for budgeted items of tangible personal property, services and construction on behalf of the City of

- Truth or Consequences in the amount of ~~Twenty Thousand Dollars (\$20,000)~~ **Sixty Thousand Dollars (\$60,00.00)** or less.
2. The City Commission retains authority to enter into contracts for budgeted items of tangible personal property, services and construction on behalf of the City of Truth or Consequences in excess of ~~Twenty Thousand Dollars (\$20,000)~~ **Sixty Thousand Dollars (\$60,00.00)**
 3. The City Commission retains the authority to enter into contracts, for unbudgeted items of tangible personal property, services and construction.
 4. All procurements shall be made pursuant to the City's Purchasing Regulations and New Mexico Procurement Code NMSA 1978 Sections 13-1-28 et. seq., and the City's Certified Purchasing Officer must sign off on all contracts to confirm conformance with the Procurement Code.
 5. The City Manager is authorized to approve internal budget adjustments within a department fund.
 6. The authority to enter into legal settlement agreements for amounts of Ten Thousand Dollars (\$10,000) or less is delegated to the City Manager. Any contract or settlement agreement entered into pursuant to this resolution shall be presented to the City Commission at its next regular meeting after the date of execution by the City Manager.
 7. The City Commission retains the authority to enter into legal settlement agreements in excess of the City Manager's Authority.
 8. The authority to pay insurance deductibles for amounts of Twenty-Five Thousand Dollars (\$25,000) or less is delegated to the City Manager.
 9. The City Manager may prepare and submit applications for grants, though the determination whether to execute a grant agreement rests solely within the discretion of the City Commission.
 10. The City Commission retains the authority to enter in Memoranda of Understanding, Memoranda of Agreement and Joint Powers Agreements.
 11. All Contracts, Memoranda of Understanding, Memoranda of Agreement and Joint Powers Agreements must be submitted to legal counsel for review.
 12. This resolution will apply to all renewals subject to the terms noted above.
 - 13. This resolution shall serve to amend Resolution No. 46 20/21.**

PASSED, ADOPTED and APPROVED this 22nd day of January, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: F.3

SUBJECT: Resolution No. 28 24/25 Correcting a scrivener's error contained in Ordinance No. 770 adopted December 18, 2024, ratifying actions heretofore taken; repealing all action inconsistent with this resolution and authorizing the taking of other actions not inconsistent with this resolution.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 15, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Assistant City Manager Alvarez

Summary/Background:

On December 18, 2024, Ordinance 770 was adopted for the WPF-6323 loan/grant to the city. Sutin, Thayer, Browne discovered an error in the title section only in the Ordinance section. The Ordinance approved on December 18th listed the amount of \$1,400,000 and it should have been listed as \$1,600,000. Sutin, Thayer, Browne is requesting the Governing Body to approve Resolution 28 24/25 to correct the error.

Recommendation:

Approval of Resolution No. 28 24/25.

Attachments:

- Resolution No. 28 24/25
- Corresponding Documents

Fiscal Impact (Finance): Yes

Grant - \$14,400,000.00/Loan \$1,600,000.00/Cash Match \$1,600,000.00 – (HUD Funds will be used towards the required cash match for design)

Legal Review (City Attorney): Yes

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. 28 24/25 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-22-25

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. 28 24-25 OF THE
CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO
JANUARY 22, 2025**

STATE OF NEW MEXICO)
) ss.
COUNTY OF SIERRA)

The City Commission (the "Governing Body") of the City of Truth or Consequences, New Mexico (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, being the meeting place of the Governing Body for the meeting held on the 22nd day of January, 2025, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Mayor:

City Commission:

Absent:

Also Present:

Thereupon, there were officially filed with the City Clerk copies of a proposed Resolution in final form, the proposed Resolution being as hereinafter set forth:

[Remainder of page intentionally left blank.]

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
RESOLUTION NO. 28 24-25

A RESOLUTION CORRECTING A SCRIVENER'S ERROR CONTAINED IN ORDINANCE NO. 770 ADOPTED DECEMBER 18, 2024; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS NOT INCONSISTENT WITH THIS RESOLUTION.

Capitalized terms used in the following recitals have the same meaning as defined in Ordinance No. 770 unless otherwise defined in the preambles or Section 1 of this Resolution, or unless the context requires a different meaning.

WHEREAS, the City of Truth or Consequences, New Mexico ("Borrower/Grantee") is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978 §§ 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, on December 18, 2024, Borrower/Grantee adopted Ordinance No. 770, authorizing the execution and delivery of a water project fund loan/grant agreement by and between the New Mexico Finance Authority ("NMFA") and the Borrower/Grantee, in the total amount of \$16,000,000, including a loan in the amount of \$1,600,000, and a Grant in the amount of \$14,400,000, evidencing an obligation of the borrower/grantee to utilize the loan/grant amount solely for the purpose of financing the costs of design and construction of waterline replacement, and solely in the manner described in the Loan/Grant agreement; and

WHEREAS, Ordinance No. 770 was published in the *Sierra County Sentinel* on December 19, 2024, and constitutes compliance with NMSA 1978, § 6-14-6, as amended.

WHEREAS, due to a scrivener's error, the title section (the "Title Section") of Ordinance No. 770, erroneously listed the Loan Amount of the Loan/Grant as "\$1,400,000" instead of \$1,600,000; and

WHEREAS, the Governing Body desires to correct the Title Section of Ordinance No. 770 to evidence the Loan Amount as \$1,600,000 and to authorize the publication of a notice of adoption of Ordinance No. 770 reflecting the corrected Title Section; and

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

Section 1. Correction . The title of Ordinance No. 770 is hereby corrected to state in its entirety as follows:

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$16,000,000, INCLUDING A LOAN IN THE AMOUNT OF \$1,600,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGN AND CONSTRUCTION OF WATERLINE REPLACEMENT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE REVENUES OF A ONE-EIGHTH OF ONE PERCENT (0.125%) OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX IMPOSED BY THE BORROWER/GRANTEE'S TAX ORDINANCE NO. 389 WITH AN EFFECTIVE DATE OF JULY 1, 1992, AMENDED BY TAX ORDINANCE NO. 472, WHICH TAXES HAVE BEEN DE-EARMARKED AND ARE NOW ENFORCEABLE UNDER NMSA 1978, § 7-19D-9, AS AMENDED; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Section 3. Ratification. All actions not inconsistent with the provisions of Ordinance No. 770 and this Resolution previously taken by the Borrower/Grantee for the purpose of entering or amending the Loan/Grant Agreement with the Lenders/Grantors hereby are ratified, approved and confirmed.

Section 4. Repeal. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 5. Effective Date. Upon due adoption of this Resolution, it shall be authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and the title and general summary of the subject matter contained in this Resolution (set out in Section 6 below) shall be published in a newspaper which maintains an office and is of general circulation in the Borrower/Grantee, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

Section 6. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in Ordinance No. 770, as corrected by this Resolution shall be published in substantially the following form:

[(Form of Notice of Adoption of Resolution for Publication)]

**CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE**

Notice is hereby given of the title and of a general summary of the subject matter contained Ordinance No. 770 duly adopted and approved by the City Commission (the "City Commission") of City of Truth or Consequences, New Mexico on December 18, 2024, as supplemented and corrected by Resolution 28 24-25 duly adopted and approved by the City Commission on January 22, 2025 (such ordinance, as so corrected, the "Ordinance"). A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk, at 405 W. 3rd Street, Truth or Consequences, New Mexico 87901.

The title of the Ordinance is:

**CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
ORDINANCE NO. 770**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$16,000,000, INCLUDING A LOAN IN THE AMOUNT OF \$1,600,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGN AND CONSTRUCTION OF WATERLINE REPLACEMENT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE REVENUES OF A ONE-EIGHTH OF ONE PERCENT (0.125%) OF THE MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX IMPOSED BY THE BORROWER/GRANTEE'S TAX ORDINANCE NO. 389 WITH AN EFFECTIVE DATE OF JULY 1, 1992, AMENDED BY TAX ORDINANCE NO. 472, WHICH TAXES HAVE BEEN DE-EARMARKED AND ARE NOW ENFORCEABLE UNDER NMSA 1978, § 7-19D-9, AS AMENDED; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 22ND DAY OF JANUARY, 2025

CITY OF TRUTH OR CONSEQUENCES, SIERRA
COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution duly seconded by Governing Body Member _____.

The motion to adopt the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ () Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting upon motion duly made, seconded and carried, was adjourned.

[Remainder of page intentionally left blank.]

CITY OF TRUTH OR CONSEQUENCES, SIERRA
COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)
) ss.
COUNTY OF SIERRA)

I, Angela Torres, the duly qualified and acting City Clerk of the City of Truth or Consequences, New Mexico (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, on January 22, 2025, at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. 28 24-25, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 01 24/25, adopted and approved on July 10, 2024, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of February, 2025.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Angela Torres, City Clerk

[SEAL]

EXHIBIT "A"

**Notice of Meeting, Meeting Agenda and
Affidavit of Publication of Notice of Adoption of Resolution**

\$16,000,000
CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6323

STATE OF NEW MEXICO)
) ss. DELIVERY, DEPOSIT AND
COUNTY OF SIERRA) CROSS-RECEIPT CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk of the City of Truth or Consequences, New Mexico (the "Borrower/Grantee"):

1. On the date of this Certificate, the Borrower/Grantee executed and delivered, or caused to be executed and delivered, a Loan/Grant Agreement between the Borrower/Grantee and the New Mexico Finance Authority (the "NMFA"), in the aggregate principal amount of \$16,000,000, to the NMFA (the "Loan/Grant Agreement"), as authorized by Borrower/Grantee Ordinance No. 770, adopted on December 18, 2024, as supplemented and corrected by Resolution 28 24-25 duly adopted and approved by the Governing Body on January 22, 2025 (such ordinance, as so corrected, the "Ordinance"), relating to the execution and delivery of the Loan/Grant Agreement. The Grant Amount equals \$14,400,000 and the Loan Amount equals \$1,600,000, as such terms are defined in the Loan/Grant Agreement.

2. The undersigned acknowledge that the Loan/Grant Amount, as defined in the Loan/Grant Agreement, is available for disbursement to the Borrower/Grantee pursuant to the terms of Section 7.2 of the Loan/Grant Agreement upon transmission of payment requisitions to the NMFA in substantially the form attached as Exhibit "C" to the Loan/Grant Agreement, with supporting documentation as provided in the Loan/Grant Agreement, and will be used as set forth in the Ordinance and the Loan/Grant Agreement.

WITNESS our hands this 7th day of February, 2025.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

By _____
Angela Torres, City Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the City of Truth or Consequences, New Mexico the Loan/Grant Agreement for Project No. WPF-6323.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

7256247

\$16,000,000
CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6323

STATE OF NEW MEXICO)
) ss. GENERAL AND NO
COUNTY OF SIERRA) LITIGATION CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk for the City of Truth or Consequences (the "Borrower/Grantee") in the State of New Mexico (the "State"):

Capitalized terms used in this Certificate have the same meaning as defined in Ordinance No. 770 adopted by the Governing Body of the Borrower/Grantee on December 18, 2024, as supplemented and corrected by Resolution 28 24-25 duly adopted and approved by the City Commission on January 22, 2025 (such ordinance, as so corrected, the "Ordinance"), unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.

2. From at least May 30, 2024, to and including the date of this Certificate, the following were and now are the duly chosen qualified and acting officers of the Borrower/Grantee:

Mayor:	Rolf Hechler
Commissioners:	Amanda Forrister, Mayor Pro Tem Merry Jo Fahl Ingo Hoepfner Destiny Mitchell
City Clerk:	Angela Torres

3. Based on data collected during the 2010 Census, the population of the Governmental Unit is at least 75% English speaking.

4. Notice of the public hearing on the Ordinance and of the adoption of the Ordinance was published in English in the *Sierra County Sentinel*, a newspaper of general circulation in the Governmental Unit, which is published in English

5. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority ("NMFA"), as authorized by the Ordinance.

6. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Ordinance.

7. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article X of the Loan/Grant Agreement has occurred.

8. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Ordinance or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, or (e) the power of the Borrower/Grantee to carry out the transactions contemplated by the Ordinance and the Loan/Grant Agreement.

9. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Loan/Grant Agreement and in the Ordinance are true and correct as of the date hereof.

10. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

11. To our knowledge and belief after due investigation, none of the Mayor, the City Clerk, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

12. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Ordinance was adopted have been held at the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, the principal meeting place of the Borrower/Grantee.

13. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Ordinance or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on July 10, 2024, establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been

amended or repealed. All action of the Governing Body with respect to the Ordinance and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 01 24/25 which resolution was effective on December 18, 2024, and has not been amended, repealed or rescinded.

14. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-15, as amended.

15. The Mayor and the City Clerk, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

16. The Borrower/Grantee's Ordinance No. 389, as amended by Ordinance No. 472, with an effective date of July 1, 1992, which imposes a one-eighth of one percent (0.125%) increment of the Municipal Infrastructure Gross Receipts Tax, which taxes have been de-earmarked and are now enforceable under NMSA 1978, § 7-19D-9, has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

17. This Certificate is for the benefit of the NMFA.

18. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Borrower/Grantee this 7th day of February, 2025.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

By _____
Angela Torres, City Clerk

7256263

\$16,000,000

**WATER PROJECT FUND
LOAN/GRANT AGREEMENT**

dated

February 7, 2025

by and between the

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

and

**CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO,
as Borrower/Grantee.**

**WATER PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated February 7, 2025, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF TRUTH OR CONSEQUENCES** in SIERRA COUNTY, NEW MEXICO (the "Borrower/Grantee").

W I T N E S S E T H:

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

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Municipal Local Option Gross Receipts Tax pursuant to Section 7-19D-9, NMSA 1978; and

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

WHEREAS, the Municipal Infrastructure Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax, and instead comprises one-eighth of one percent (0.125%) of the maximum rate of Municipal Local Option Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%), which is pledged to the Loan;

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978 §§ 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow \$1,600,000 from the Lender/Grantor and to accept a grant in the amount of \$14,400,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 13, 2023, and January 10, 2024, for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 30, 2024, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project will be approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

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

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

ARTICLE I DEFINITIONS

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

including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined).

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Ordinance, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$1,600,000.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

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

“Application” means the New Mexico Water Trust Board Application dated September 13, 2023 and the New Mexico Water Trust Board Readiness Application dated January 10, 2024 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

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

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

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

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Conditions” means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

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

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

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

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

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

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

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

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

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

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

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$14,400,000.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

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

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

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

“Interim Period” means the period no greater than twenty four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Lender/Grantor” means the New Mexico Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$1,600,000.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$16,000,000.

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

“NMAC” means the New Mexico Administrative Code.

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

“Ordinance” means the Borrower/Grantee’s Ordinance No. 770, adopted by the Governing Body on December 18, 2024, as supplemented and corrected by Resolution 28 24-25 duly adopted and approved by the Governing Body on January 22, 2025, authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and Administrative Fee as shown on the Term Sheet.

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

“Pledged Revenues” means the one-eighth of one percent (0.125%) increment of what was known as the Municipal Infrastructure Gross Receipts Tax imposed on gross receipts of all persons engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments and Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet, which tax is enforceable under Section 7-19D-9, NMSA 1978, as amended.

“Policies” means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

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

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

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

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Senior Obligations” means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

“State” means the State of New Mexico.

“State Board of Finance” means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 389 passed and approved by the Borrower/Grantee pursuant to Section 7-19D-9, NMSA 1978, as amended by Ordinance No. 472, on March 26, 1992, which imposes a one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective July 1, 1992. Pursuant to Laws 2019, Chapter 274, § 16, the Municipal Infrastructure Gross Receipts Tax imposed by Ordinance No. 389 is no longer identifiable as the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax, and instead comprises one-eighth of one percent (0.125%) of the maximum rate of Municipal Local Option Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%) of which is pledged to the Loan.

"Term Sheet" means Exhibit "A" attached to this Agreement.

"Useful Life" means the structural and material design life of the Project including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

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

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

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

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a *pro rata* basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant

Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

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

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

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

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

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

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

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

(n) Pledged Revenues Not Budgeted; Pledged Tax Revenues Covenants. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated expenses of the Borrower/Grantee. Pursuant to NMSA 1978, § 7-1-6.4, as amended, and NMSA 1978, § 7-1-6.15, as amended, the State collects gross receipts taxes from business locations within the Borrower/Grantee, on land owned by the State within the exterior boundaries of the Borrower/Grantee, and outside the exterior boundaries of the Borrower/Grantee on land owned by the Borrower/Grantee, and distributes each month to the Borrower/Grantee the revenues of the Tax Ordinance which distributions the Borrower/Grantee pledges and covenants for the performance of its obligations under this Agreement.

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

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the Project and to inspect the Project and all properties comprising the Project, and the Borrower/Grantee shall supply such records, accounts,

and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

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

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

(t) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being designed, constructed, located, completed or extended, and if any portion of the Project will be conducted and completed on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(u) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

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

(w) Reserved.

(x) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the Project.

(y) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the Project.

(z) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

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

(bb) NMFA Written Consent to Additional Loans. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Senior Obligations or Parity Obligations unless such Senior or Parity Obligation has been issued by the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV
LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being designed, constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA or on behalf of the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the

amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V

LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA

determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

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

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

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI

LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount.

The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

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

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

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

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

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be designed so as to incorporate the available technologies and operational design for water use efficiency. The plans and specifications shall be approved by the NMFA or on behalf of the NMFA by the New Mexico Environment Department prior to submission by Borrower/Grantee of a requisition for the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in

accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on March 31, 2025, and

subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law;

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the

Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

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

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

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

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor

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

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

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

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

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

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

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

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

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

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

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

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

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

(b) Terminate this Agreement;

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

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

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

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

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

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

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it

shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Truth or Consequences
Attn.: City Manager
405 W. 3rd Street
Truth or Consequences, New Mexico 87901

If to the NMFA, then to:

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

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

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on April 23, 2024, and by the NMFA's Board of Directors on May 30, 2024, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

SUTIN THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan/Grant Counsel

By _____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By _____
Susan G. Pittard, Associate Counsel

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

EXHIBIT "A"

TERM SHEET

**\$16,000,000 WATER PROJECT FUND LOAN/GRANT TO THE
CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO**

Project Description:	The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of design and construction of waterline replacement, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	\$14,400,000
Loan Amount:	\$1,600,000
Pledged Revenues:	Revenues received by the Borrower/Grantee under the Tax Ordinance, being revenues of a one-eighth of one percent (0.125%) of the Municipal Infrastructure Gross Receipts Tax, imposed by the Borrower/Grantee's Tax Ordinance No. 389 with an effective date of March 26, 1992, which taxes are enforceable under NMSA 1978 § 7-19D-9, as amended.
Outstanding Senior Obligations for Pledged Revenues:	None
Outstanding Parity Obligations:	NMFA Loan No. CIF-6441; NMFA Loan No. CIF-6442
Authorizing Legislation:	Borrower/Grantee Ordinance No. 770, adopted December 18, 2024, as supplemented and corrected by Resolution 28 24-25 adopted January 22, 2025f
Additional Funding Amount:	\$1,600,000
Closing Date:	February 7, 2025
Project Account Amount:	\$16,000,000

Expense Account Deposit: \$0.00

Administrative Fee: 0.25%

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

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement. Approval of plans and specification by the NMFA or on behalf of the NMFA by the New Mexico Environment Department prior to submission by Borrower/Grantee of a requisition for disbursement of construction funds and all Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2027 and ending June 1, 2046. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

EXHIBIT "C"

**FORM OF REQUISITION
(Water Project Fund)**

RE: \$16,000,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6323

Closing Date: February 7, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$_____

PAYEE'S NAME: _____

PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION (complete for all payments)

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

Vendor Name _____

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

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

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

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

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

Purpose of Payment _____

Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

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

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____

TOTAL REQUIRED MATCH: \$ _____

V. VERIFICATION AND AUTHORIZATION

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

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

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

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

DATE: _____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name: _____

Print Title: _____

EXHIBIT "D"

**WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY**

Fund Recipient: Contact Name: Title: Email Address:	Project Number: WPF-6323 Project Name: T or C Waterline Replacement Project Type: Design and Construction
Reporting Period: From _____ To _____ ☐ Quarterly Project Report: ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ Final Project Report ☐ Other _____	
WPF Funding Expiration: _____ Total WPF Award: \$ _____ Current Balance: \$ _____ Loan 10% Grant 90% Match \$1,600,000 Expected WPF Award Expenditure Next Quarter: \$ _____ Local Match Expenditure: To Date \$ _____ Next Quarter \$ _____	
Project Phase: ☐ Planning ☐ Design ☐ Construction	
PROJECT COMPLETION: Original Date _____ Current Date _____ _____ % Complete Days Remaining to Complete _____ On Schedule? ☐ Yes ☐ No	
Briefly Describe Project Progress During This Reporting Period: 	
Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved: 	
Goals/Milestones, With Timeline or Dates, For The Next Reporting Period: 	
Authorized Officer PRINT NAME: _____ PRINT TITLE: _____	
SIGNATURE:	Date:

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

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$16,000,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6323

Closing Date: February 7, 2025

TO: NEW MEXICO FINANCE AUTHORITY

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

Borrower/Grantee, hereby certify as follows:

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

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

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

4. Cost of the Project paid from the Additional Funding Amount was \$ _____.

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

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

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

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____

Its _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 01 24/25 adopted by the Borrower/Grantee on July 10, 2024
2. Ordinance No. 770 adopted on December 18, 2024, as supplemented and corrected by Resolution 28 24-25 adopted on January 22, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Ordinance in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate of the Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Sutin Thayer & Browne APC, Loan/Grant Counsel to the NMFA
9. NMFA Application and Project Approval (informational only)

BORROWER/GRANTEE'S COUNSEL LETTERHEAD

FINAL OPINION OF COUNSEL FOR THE BORROWER/GRANTEE

To: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: City of Truth or Consequences, Sierra County, New Mexico
\$16,000,000 Loan/Grant No. WPF-6323

Ladies and Gentlemen:

I am an attorney representing the City of Truth or Consequences, New Mexico (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority (the "Lender/Grantor") is relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Ordinance No. 770 adopted by the Governing Body of the Borrower/Grantee on December 18, 2024, as supplemented and corrected by Resolution 28 24-25 duly adopted and approved by the Governing Body on January 22, 2025 (such ordinance, as so corrected, the "Ordinance"), unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The City of Truth or Consequences Water Project Fund Application dated September 13, 2023, and January 10, 2024, the New Mexico Water Trust Board Approval dated April 23, 2024, and the NMFA Board Approval dated May 30, 2024, for Loan/Grant No. WPF-6323 (the "Application" and the "Approval," respectively), relating to the Project.
- (2) The statutes creating or authorizing the creation of the Borrower/Grantee and documents creating the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution(s) of the Borrower/Grantee in effect on December 18, 2024, and on February 7, 2025.
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.
- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the action of

the Borrower/Grantee relating to (a) the selection of its Mayor, City Commission, and City Clerk; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, in connection with the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the Water Trust Board, acting through the NMFA; (i) the Ordinance authorizing the Authorized Officers to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing the Loan/Grant.

- (6) The Ordinance and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.
- (8) The Borrower/Grantee's Ordinance No. 389, as amended by Ordinance No. 472, with an effective date of July 1, 1992, which imposes a one-eighth of one percent (0.125%) increment of the Municipal Infrastructure Gross Receipts Tax, which taxes have been de-earmarked and are now enforceable under NMSA 1978, § 7-19D-9 ("Tax Ordinance").

Based upon my examination of the foregoing, it is my opinion that:

- A. The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- D. The Borrower/Grantee has full legal right and authority:
 - (1) to design, acquire, construct, install and complete the Project;
 - (2) to execute and deliver Loan/Grant documents including those identified above;
 - (3) to perform all acts required by such Loan/Grant documents to be done by it; and

- (4) to own, operate and maintain the Project during its Useful Life.
- E. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Ordinance. The Ordinance constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- G. The Ordinance is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the Tax Ordinance of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.
- H. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Ordinance.
- I. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Ordinance, and no event of default and no default under the Loan/Grant Agreement or the Ordinance has occurred and is continuing on the date of this Opinion.
- J. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Ordinance and the Loan/Grant Agreement.
- K. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Ordinance or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- L. Neither the Borrower/Grantee's adoption of the Ordinance nor any action contemplated by or pursuant to the Ordinance or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.
- M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body,

nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Lender/Grantor and the Water Trust Board associated with the administration of the Water Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Ordinance or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Ordinance and the Loan/Grant Agreement.

- N. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.
- O. The Borrower/Grantee has proper title, easement and rights of way to the property upon or through which the Project is to be designed and constructed.
- P. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- Q. The Borrower/Grantee has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient, adequate and continuous rights-of-way to permit the design, construction, installation, operation and maintenance of the Project.
- R. The Tax Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

Dated this 7th day of February, 2025.

Jay F. Rubin, Esq., Attorney for the City of Truth or
Consequences, New Mexico
P. O. Box 151
Truth or Consequences, New Mexico 87901

\$16,000,000
CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6323

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Truth or Consequences (the "Borrower/Grantee"), a municipality in the County of Sierra and the State of New Mexico, hereby certifies:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the construction, operation, design and maintenance of the facilities to be designed, installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority and the New Mexico Water Trust Board (the "Project"), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.
3. That the attached map or plat shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Truth or Consequences, New Mexico as of this 7th day of February, 2025.

Jay F. Rubin, Esq., Attorney for the City of Truth or
Consequences, new Mexico
P. O. Box 151
Truth or Consequences, New Mexico 87901

7256307

February 7, 2025

New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

City of Truth or Consequences
405 W. 3rd Street
Truth or Consequences, New Mexico 87901

\$16,000,000 New Mexico Finance Authority Loan/Grant to
the City of Truth or Consequences, New Mexico (WPF-
6323)

Ladies and Gentlemen:

We have acted as Loan/Grant Counsel to the New Mexico Finance Authority in connection with the \$16,000,000 Loan/Grant Agreement dated February 7, 2025 (the "Loan/Grant Agreement") by and between the City of Truth or Consequences, New Mexico (the "Borrower/Grantee") and the New Mexico Finance Authority (the "NMFA"). The Loan/Grant Agreement is executed and delivered by the Borrower/Grantee pursuant to NMSA 1978, § 72-4A-1 through 72-4A-11 as amended, and the Borrower/Grantee's Ordinance No. 770, adopted on December 18, 2024, as supplemented and corrected by Resolution 28 24-25 adopted on January 22, 2025 (such ordinance, as so corrected, the "Ordinance"). The Loan/Grant Agreement has been executed and delivered to provide funds for design and construction of waterline replacement for the Borrower/Grantee (the "Project"), as described in the Loan/Grant Agreement.

We have examined the Ordinance and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Borrower/Grantee contained in the Ordinance and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made and legal opinions delivered by the Borrower/Grantee's legal counsel in the certified proceedings. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Ordinance is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge the revenues of the Borrower/Grantee

February 7, 2025

Page 2

received pursuant to the Tax Ordinance, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.

2. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Ordinance.

3. The Loan/Grant Agreement is payable solely from, and such payment is secured by a valid and binding lien on the Pledged Revenues as set forth in the Loan/Grant Agreement. The NMFA has no right to have taxes levied by the Borrower/Grantee for the payment of principal of or interest on the Loan/Grant Agreement and the Loan/Grant Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Borrower/Grantee.

4. The Loan/Grant Agreement is a valid and binding obligation of the NMFA and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan/Grant Agreement and the Ordinance with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys' fees.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the NMFA and the Borrower/Grantee with the terms of the Loan/Grant Agreement.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

\$16,000,000
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6323

Closing Date: February 7, 2025

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 01 24/25 adopted by the Borrower/Grantee on July 10, 2024
2. Ordinance No. 770 adopted on December 18, 2024, as supplemented and corrected by Resolution 28 24-25 adopted on January 22, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavits of Publication of Notice of Meeting and Intent to Adopt Ordinance and Notice of Adoption of Ordinance in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate of the Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Sutin, Thayer & Browne, A Professional Corporation, Loan/Grant Counsel to NMFA
9. NMFA Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

City of Truth or Consequences, New Mexico
New Mexico Finance Authority
Jay F. Rubin, Esq.
Sutin, Thayer & Browne A Professional Corporation

TRANSCRIPT OF PROCEEDINGS

WATER PROJECT FUND LOAN/GRANT AGREEMENT

by and between the

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

and the

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

**Closing Date: February 7, 2025
Loan/Grant Amount: \$16,000,000
Project No. WPF-6323**

BOND DEBT SERVICE**City of Truth or Consequences
Waterline Replacement (WPF-6323)**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2025			1,266.67	1,266.67	1,266.67
12/01/2025			2,000.00	2,000.00	
06/01/2026			2,000.00	2,000.00	4,000.00
12/01/2026			2,000.00	2,000.00	
06/01/2027	78,116	0.250%	2,000.00	80,116.00	82,116.00
12/01/2027			1,902.36	1,902.36	
06/01/2028	78,312	0.250%	1,902.36	80,214.36	82,116.72
12/01/2028			1,804.47	1,804.47	
06/01/2029	78,508	0.250%	1,804.47	80,312.47	82,116.94
12/01/2029			1,706.33	1,706.33	
06/01/2030	78,704	0.250%	1,706.33	80,410.33	82,116.66
12/01/2030			1,607.95	1,607.95	
06/01/2031	78,901	0.250%	1,607.95	80,508.95	82,116.90
12/01/2031			1,509.32	1,509.32	
06/01/2032	79,098	0.250%	1,509.32	80,607.32	82,116.64
12/01/2032			1,410.45	1,410.45	
06/01/2033	79,296	0.250%	1,410.45	80,706.45	82,116.90
12/01/2033			1,311.33	1,311.33	
06/01/2034	79,494	0.250%	1,311.33	80,805.33	82,116.66
12/01/2034			1,211.96	1,211.96	
06/01/2035	79,693	0.250%	1,211.96	80,904.96	82,116.92
12/01/2035			1,112.35	1,112.35	
06/01/2036	79,892	0.250%	1,112.35	81,004.35	82,116.70
12/01/2036			1,012.48	1,012.48	
06/01/2037	80,092	0.250%	1,012.48	81,104.48	82,116.96
12/01/2037			912.37	912.37	
06/01/2038	80,292	0.250%	912.37	81,204.37	82,116.74
12/01/2038			812.00	812.00	
06/01/2039	80,492	0.250%	812.00	81,304.00	82,116.00
12/01/2039			711.39	711.39	
06/01/2040	80,694	0.250%	711.39	81,405.39	82,116.78
12/01/2040			610.52	610.52	
06/01/2041	80,895	0.250%	610.52	81,505.52	82,116.04
12/01/2041			509.40	509.40	
06/01/2042	81,098	0.250%	509.40	81,607.40	82,116.80
12/01/2042			408.03	408.03	
06/01/2043	81,300	0.250%	408.03	81,708.03	82,116.06
12/01/2043			306.40	306.40	
06/01/2044	81,504	0.250%	306.40	81,810.40	82,116.80
12/01/2044			204.52	204.52	
06/01/2045	81,707	0.250%	204.52	81,911.52	82,116.04
12/01/2045			102.39	102.39	
06/01/2046	81,912	0.250%	102.39	82,014.39	82,116.78
	1,600,000		47,598.71	1,647,598.71	1,647,598.71

December 2024							January 2025							February 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4								1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	

City Commission meets at 9:00 am

25538-156

WPF-6323

\$16,000,000
TRUTH OR CONSEQUENCES, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY – WATERLINE REPLACEMENT
(Revised 01/14/2025)

DATE	ACTION	PARTIES
	Deliver application and financial information to NMFA	T or C
04/23/24	Water Trust Board approves loan/grant	NMFA
05/23/24	NMFA meeting to approve loan/grant request	NMFA
01/14/25	Distribute Revised Financing Schedule	Sutin
01/14/25	Send corrective Resolution to City for review and placement on 1/22/25 agenda	Sutin
01/14/25	Produce interim debt service schedule	NMFA
01/16/25	Send final Resolution and revised Loan Documents to T or C for meeting and signatures	Sutin
01/16/25	Send copies of final documents to NMFA for review and comments	Sutin
01/22/25	City Commission Meeting to adopt Resolution & sign documents	T or C
01/23/25	Send Notice of Adoption of corrected Ordinance to newspaper (Noon)	Sutin
01/27/25	Signed documents returned to Sutin	T or C
01/28/25	Final Due Diligence Worksheet due	Sutin
01/30/25	Notice of Adoption of corrected Ordinance is published	Newspaper
01/31/25	Send final, signed documents to the NMFA for signature	Sutin
02/07/25	Closing	All



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: G.1

SUBJECT: Request for the use of the Civic Center parking lot
DEPARTMENT: -
DATE SUBMITTED: January 10, 2025
SUBMITTED BY: Larry Wilkin
WHO WILL PRESENT THE ITEM: Larry Wilkin

Summary/Background:

Request to use the Civic Center Parking Lot 1 day a month to be used as a food/drop off for seniors of Truth or Consequences. Food Bank Road Runner will supply 25 lbs. of dry goods and 25 lbs. of perishables for seniors on a monthly basis. This is the ideal location for the New Hope Revival Church to assist seniors with food as they are parked next door to the Senior Meal Site. Volunteers will set up tables, pass out food and clean parking area of leftovers.

Recommendation:

-

Attachments:

- None.

-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-22-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: G.2

SUBJECT: Discussion/Action – Approve and Accept 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Contingency Funding

DEPARTMENT: Police

DATE SUBMITTED: January 14, 2025

SUBMITTED BY: Chief Luis A. Tavizon

WHO WILL PRESENT THE ITEM: Chief Luis A. Tavizon

Summary/Background: The application for the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program contingency funding has been submitted. The City of Truth or Consequences Police Department has been awarded \$31,930.00 for equipment listed by the agency.

Recommendation: Approve the award amount listed above for the purchase of specified law enforcement equipment (vehicle-mounted radars for speed enforcement)

Attachments:

- Award Letter for 2023 JAG Contingency funding
- 2023 JAG Contingency SGA for TorC PD
- Award Acceptance Instructions for 2023 JAG Contingency Funding
- 2023 JAG Contingency TorC PD GMB RFR Tracking Form

Fiscal Impact (Finance): No

This grant is 100% fully funded and does **not** require a match.

Legal Review (City Attorney): No

[Click here to enter text.](#)

Approved For Submittal by: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 1-22-25



NEW MEXICO DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU

2023 JAG AWARD ACCEPTANCE INSTRUCTIONS & CHECKLIST

Congratulations on your 2023 Edward Byrne Memorial Justice Assistance (JAG) Grant Award! The attached Subgrant Agreement serves as the official document binding the subgrantee and New Mexico Department of Public Safety.

In order to indicate full acceptance of the terms and conditions of this Subgrant Agreement, please have the agreement executed by the authorized subgrantee fiscal agency official designated in the application. This individual should have the authority to enter into a contract on behalf of the fiscal agency. Please note, an electronic signature will not be accepted unless it resembles a physical signature.

To accept your 2023 JAG sub-award, the signed Subgrant Agreement should be submitted to the New Mexico Department of Public Safety Grants Management Bureau by mailing the original copy of the executed agreement to the address below:

*Department of Public Safety
Grants Management Bureau
ATTN: Oliver Benavidez
4491 Cerrillos Rd.
P.O. Box 1628
Santa Fe, NM 87504-1628*

The signed Subgrant Agreement may also be emailed to oliver.benavidez@dps.nm.gov in order to expedite acceptance, however a physical copy **must** still be mailed to the above address. Requests for reimbursement will not be processed until the physical copy is received.

Checklist of Required Documents for Acceptance

☐ One original Subgrant Agreement executed by the authorized official of the fiscal agency and the program agency director;

☐☐

GMB RFR Tracking Form
T or C Police Department

A. Sub-grant Number:	23-JAG-10RCC-SFY25
B. Contact Person:	Luis Tavizon; Amanda Torres
C. Telephone:	575.894.1185; 575.894.6673
D. E-mail Address:	ltavizon@torcnm.org; aatorres@torcnm.org

F. Sub-recipient Address: 505 Sims Street, Truth or Consequences NM 87901-2724

[illegible]

Subgrantee Name: Truth or Consequences Police Department

Subgrantee Agreement Number: 23-JAG-TORCC-SFY25

Award Amount: \$31,930.00

Subgrantee UEI Number: YRPKBBHU1EJ8

Grant Term: February 1, 2025 – June 30, 2025

2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

This Subgrant Agreement made effective February 1, 2025, by and between the New Mexico Department of Public Safety, acting through the Administrative Services Division - Grants Management Bureau (GMB) herein referred to as the “BUREAU” and the City of Truth or Consequences, serving as the Fiscal/Fiduciary Agency for the Truth or Consequences Police Department, as the Program herein, jointly referred to as the “SUBGRANTEE.”

WHEREAS, this Subgrant Agreement is made by and between the Bureau and the Subgrantee, pursuant to The Edward Byrne Memorial Justice Assistance Grant (JAG) Program, specifically authorized under 34 U.S.C. §§ 10151 - 10158, (CFDA #16.738) which is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

WHEREAS, the New Mexico Department of Public Safety is the designated State Administering Agency (SAA) in New Mexico that may apply for the JAG formula grant and administer funds to other state agencies and local units of government. The NMDPS is responsible for conducting coordinated and transparent strategic planning, along with the implementation of structural reforms that improve the administration of justice. Strategic planning is utilized to analyze crime trends, evaluate the priorities of all segments of the criminal justice system, set out a plan for reducing crime and victimization, and guide the use of the grant funds. The Bureau is, therefore, responsible for: coordination of JAG funds among state and local justice initiatives; preparation and submission of the state JAG application; administration of JAG funds including establishing funding priorities; distribution of funds; supervision of the Subgrantees' compliance with all Bureau of Justice Assistance (BJA) special conditions and provisions. The Bureau provides ongoing assistance to subgrantees; and is responsible for submitting financial reports, programmatic reports, performance measures, any other necessary subgrant information, and closes out the awards to BJA. The Bureau is responsible for the fiscal management of this award and will provide leadership and technical assistance to all subgrantees in identifying programmatic needs, preparing JAG subgrant proposals, and administering JAG subgrant awards; and

WHEREAS, it is necessary for the subgrantee to enter into this Subgrant Agreement with the Bureau in order to receive and expend funds from the JAG Program for the purpose of implementing activities that qualify for funding under the JAG Program; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION ONE: PURPOSE

1. The purpose of the Agreement is to specify and delineate the rights and duties of the parties hereto as described in the 2023 JAG program solicitation, and any other relevant rules, laws, and regulations. JAG

funds may be used for state and local initiatives, technical assistance, training, personnel, law enforcement overtime, equipment, supplies, contractual support, and information systems for criminal justice. The award shall not be used for research and development. The funding for the 2023 JAG award is as follows:

Federal Award Identification Number: 15PBJA-23-GG-03009-JAGX

Award Date: September 22, 2023

Amount Awarded: \$2,107,023.00

Total Subgrantee Pass through: \$1,896,321.00

Federal Award Identification Number: 107000275

CFDA #16.738

2. The NMDPS and the New Mexico Drug Enforcement Advisory Council (DEAC) have vetted the adoption of two main purpose areas for the 2023 Byrne JAG grant application. Program purpose areas for the FY2025 funding cycle have been limited to:

A. Law Enforcement Programs

B. Prevention and Education Programs

SECTION TWO: SCOPE OF WORK

- The subgrantee agrees that it shall implement its program as detailed in their submitted 2023 Edward Byrne Justice Assistance Subgrant (JAG) Program Application (attached and incorporated herein as Attachment A). Specifically, the subgrantee shall use grant funds to achieve the following goals and objectives.
 - **Goal #1 – Purchase of radar equipment for 10 police units.**
 - **Objective: Purchase and install radar equipment in 10 police units to help stop violators and to decrease the number of crashes within city limits and increase public safety.**
 - **Approved Grant Funding for Implementation of Goals and Objectives is as follows:**
 - **Radar equipment @ \$31,930.00**

TOTAL FUNDING = \$31,930.00

- The subgrantee agrees to, at a minimum, demonstrate an emphasis on effective, evidence-based strategies that use intelligence and all available data to focus on reducing violent crime and drug trafficking. A detailed program description is incorporated herein as part of the Subgrantee's Application (attached and incorporated herein as Attachment A).
- The subgrantee agrees to provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.

SECTION THREE: TERMS OF THIS SUBGRANT AGREEMENT

1. This Subgrant Agreement shall become effective February 1, 2025, and shall terminate on June 30, 2025.
2. The subgrantee may not obligate, expend, or request any funds under this award until a budget reflecting the final award amount has been received and approved by the Bureau; and

3. The Bureau shall evaluate the subgrantee's program's progress to determine if the subgrantee is on track to expend funds by the end of the Subgrant Agreement period. Spending reviews are scheduled to occur at mid-year and after the third quarter of the grantee period. If it appears funds will not be fully expended by the end of the Subgrant Agreement period, the Bureau will make a recommendation to the DEAC Budget and Funding Sub-Committee to amend the Subgrant Agreement's budget in an effort to revert funds. This action may occur prior to the end of the Subgrant Agreement period to allow for funding to become available for other subgrantee programs.
 - A. If extenuating circumstances exist, applicants may petition the DEAC Budget and Funding Sub-Committee for relief from the reversion of unexpended funds.
 - B. Upon review and analysis of the petition, the Budget and Funding Sub-Committee through the Bureau shall forward their recommendation to the Secretary of the Department of Public Safety for disposition.
 - C. In all cases, the Secretary of the Department has the final authority in determining if the reversion shall occur.
4. This Subgrant Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document, or its amendments, is not part of this Subgrant Agreement and not enforceable pursuant to this Subgrant Agreement. Performance of all duties and obligations herein shall conform with, and shall not contravene, any state, local, or federal statutes, regulations, rules, or ordinances.
5. In the event that, due to unusual circumstances, it becomes apparent that this agreement cannot be brought to full completion within the time period set forth in this Section, the Subgrantee shall notify the Bureau, in writing, at least forty-five (45) calendar days prior to the termination date of this Agreement to request a Subgrant Agreement extension.

SECTION FOUR: SUBGRANTEE DUTIES AND RESPONSIBILITIES

Subgrantee must adhere to the following duties and responsibilities, and other terms and conditions under this Subgrant Agreement in order to receive the compensation described in Section Five.

1. Act in the capacity as the fiduciary for this Program.
2. Include the Subgrant Agreement number on all correspondence and submittals to the Bureau.
3. Have the program commenced and operational within ninety (90) days of the last signatory executing this Subgrant Agreement. If the subgrantee's program has not commenced or is not operational within ninety (90) days, the subgrantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the ninety (90) days. Additionally, subgrantee must obtain an extension, in writing, from the Bureau prior to the end of the ninety (90) days. If an extension is not obtained prior to the ninety (90) days, the subgrantee's program, at the Bureau's discretion, may be terminated and, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA programs.
4. Submit all program-related contracts, subcontracts, agreements, and subsequent contracts to the Bureau for review and approval prior to execution.
5. Provide the Bureau for its review for compliance and approval in writing, prior to any overtime being reimbursed, the overtime policy for all participating agency(s), if applicable.

6. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Subgrant Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the subgrantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Bureau shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the Subgrant Agreement.
7. Understand and agree that the Bureau, Department of Justice (DOJ) (including OJP and the Office of the Inspector General (OIG)) and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents in any form) related to this award, including such records of any Subgrantee, contractor, or sub-contractor.
8. Understand and agree that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the subgrantee (or of any contractor or sub-contractor) regarding transactions related to this award.
9. Have both fiscal and programmatic personnel attend trainings when provided by the Bureau.
10. The subgrantee agrees they will submit to the Bureau for review and approval any curricula, training materials, or other written materials that will be published, including web-based materials and web site content, or any publications (written, visual, or audio, but excluding press releases, notices, newsletters, and issue analyses) issued by the subgrantee describing programs funded in whole or in part by this agreement. The subgrantee shall submit the above-stated material to the Bureau at least forty-five (45) working days prior to the targeted dissemination date or public release. All materials must contain the following:

"This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
11. The subgrantee agrees to have a representative attend quarterly Drug Enforcement Advisory Council (DEAC) meeting and be able provide a report on program progress if requested.
12. The subgrantee agrees to submit the minutes from all quarterly Region Board meetings to the Bureau;
13. The Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the subgrantee prior to each visit. Further, the subgrantee understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
14. Per 2 C.F.R. §200.313 requirements, post-award property standards will continue to be managed for all equipment purchased with Federal grant funds over \$5,000.00. The NMDPS GMB requires that Property/Equipment Inventory Reports continue to be provided annually by the deadline of January 30 until disposition of all property/equipment purchased with these grant funds with a fair market per-unit value of over \$5,000.00, or it is transferred, replaced, or otherwise disposed of. No property or equipment shall be disposed of without prior approval by the NMDPS GMB. Records for property and equipment acquired with Federal funds must be retained for (3) three years after the close of the grant award. Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its Subgrantee(s) with Subgrant Agreement funds, will be governed by the provisions of NMAC 2.20.1 and 45 CFR 74.34 or 45 CFR 92.32, as applicable.

15. The subgrantee should enforce the federal law that protects federal employees against reprisal for whistleblowing. A whistleblower is an employee of Federal contractor, subcontractor or grantee who discloses information that the individually reasonably believes is evidence of gross mismanagement of a Federal contract or grant; gross waste of Federal funds; abuse of authority relating to Federal contract or grant; substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

In addition, under the National Defense Authorization Act of 2013 (NDAA), it is illegal for an employee of a Federal contractor, subcontractor, or grantee to be discharged, demoted or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

In the event that a DOJ contractor, subcontractor and grantee report allegations of what they reasonably believe to be wrongdoing, and believe that retaliation has occurred, they may file a complaint under the NDAA with the OIG which will investigate the matter. Information on how to report suspected reprisal to the OIG is available at: <http://oig.justice.gov/hotline/>.

For further information about whistleblower rights and protections, please see the Whistleblower Protection page on OIG's website at: <https://oig.justice.gov/hotline/whistleblower-protection.htm>.

16. The subgrantee agrees that funds received under this award will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for program activities. The subgrantee understands that the Bureau will not reimburse any portion of salaries paid for existing general fund employees/staff.

SECTION FIVE: SUBGRANTEE COMPENSATION AND PAYMENT

1. Upon approval of the subgrantee's satisfactory completion of all work and services required to be performed under the terms of this Subgrant Agreement, and in compliance with all other Subgrant Agreement terms herein stated, the Bureau shall reimburse the subgrantee a sum up to, and not to exceed **\$31,930.00**.
2. **All payments shall be made on an actual cost reimbursement basis.** The subgrantee shall submit a completed Request for Reimbursement (RFR) form along with all appropriate supporting documentation.
 - A. RFR forms shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month in which there were grant expenditures.
 - B. A Final RFR must be submitted to the Bureau for review and approval no later than thirty (30) days following the termination date of this Subgrant Agreement. Failure by the subgrantee to timely submit the final RFR, including all supporting backup documentation, may result in an Administrative Closeout by the Bureau. If an Administrative Closeout takes place, any remaining expenditures may not be reimbursed, which may have a negative effect on Subgrantee's ability to obtain funding in the future.
 - C. If there are no expenditures to claim on an RFR, the subgrantee is required to complete the RFR coversheet indicating zero expenditures are being claimed for that month.
 - D. No RFR will be processed if, in the judgment of the Bureau, the subgrantee is in violation of any section of this Subgrant Agreement.

3. The subgrantee understands and acknowledges that Reimbursement of travel expenses, if applicable, will be reimbursed per the New Mexico State Per Diem and Mileage Act (10-8-1 through 10-8-8 NMSA 1978), subgrantee's approved travel policy, or the approved federal rates per GSA. Agencies will provide backup to support travel expenditures including but not limited to itemized receipts and/or invoices.
4. Upon the completion of this Agreement, any portion of subgrantee's unexpended funds revert back to the New Mexico Department of Public Safety.
5. No matching requirement exists for this program.

SECTION SIX: SUBGRANTEE REPORTING REQUIREMENTS

It is necessary for the Bureau to evaluate the progress of the Program, therefore, the subgrantee is required to complete and submit programmatic reports.

1. The subgrantee shall submit Quarterly or Semiannual Progress Reports. Progress reports shall be submitted within 15 days after the reporting period ends, for the life of the award to the Bureau for review and approval. The final report will be due no later than fifteen (15) days after expiration of funding. The schedule is as follows:

Quarterly: July 1st – September 30th, Progress Report due October 15th

Quarterly: October 1st – December 31st, Progress Report due by January 15th

Quarterly: January 1st – March 31st, Progress Report due by April 15th

Quarterly: April 1st – June 30th, Progress Report due by July 15th

OR

Semiannual: January 1st – June 30th, Progress Report due July 15th

Semiannual: July 1st – December 31st, Progress Report due January 15th

The Bureau will provide proper guidance for Progress Reports pertaining to this program; and

2. In addition, Monthly Progress Reports must be submitted to the Bureau along with the request for reimbursement. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future high-risk designation.
3. The subgrantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the Bureau. The Bureau will notify the subgrantee of any additional reporting requirements as they are imposed.
4. The subgrantee understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis;
5. The subgrantee must collect, maintain, and provide to the Bureau data that measures the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in

the program solicitation, or as otherwise specified by the Bureau. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Bureau, by written notice to the subgrantee, shall have the right to terminate this agreement if, at any time, in the judgment of the Bureau the provisions of this agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Bureau may demand a refund of all or part of the funds dispersed to the subgrantee. The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on subgrantee for the following reasons:

1. Pursuant to 28 C.F.R. Part 18, the Bureau may suspend or terminate funding under this award before the completion of the project funded by this award for the subgrantee's failure to comply with the certifications and conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the subgrantee will be unable to draw down funds until the Bureau determines that the Subgrantee is in compliance;
2. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law;
3. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding;
4. Failing to submit reports required by Section Six; or
5. Filing a false certification with the application, this Subgrant Agreement, or in other reports or documents.
6. The subgrantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
7. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the Subgrantee's Application;
8. Failing to adhere to the requirements in this Subgrant Agreement;
9. This Subgrant Agreement may be terminated by the subgrantee upon written notice delivered to the Bureau at least thirty (30) days in advance. Such termination does not nullify subgrantees obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this subgrant agreement shall be in effect until completed, unless terminated early pursuant to this Subgrant Agreement.

Before imposing sanctions, the Bureau will provide reasonable notice to the subgrantee of its intent to impose sanctions and will attempt to resolve the issue in an expeditious manner.

SECTION EIGHT: SUBGRANTEE CERTIFICATIONS AND CONDITIONS

As a requirement in accepting this award, all Subgrantees must adhere to the following.

1. Compliance with restrictions on the use of federal funds-prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition:

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards) and are incorporated by reference here.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2023 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2023 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2023 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the subgrantee must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subgrantee (and any subrecipient at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subgrantee is to contact the Bureau or OJP promptly for clarification.

3. Requirement to report actual or imminent breach of personally identifiable information (PII)

The subgrantee (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)

- (a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or
 - (b) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Bureau no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
4. Requirements of the award; remedies for non-compliance or for materially false statements
The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the subgrantee, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Bureau or OJP taking appropriate action with respect to the subgrantee and the award. Among other things, the Bureau or OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

5. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subgrantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

6. Compliance with DOJ regulations pertaining to civil right and nondiscrimination- 28 C.F.R. Part 42

The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

7. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

8. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal: notice to employees)

The subgrantee (at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subgrantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the Bureau for guidance.

9. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subgrantee, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "DOJ Grants Financial Guide").

10. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm> and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

11. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the subgrantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The subgrantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

12. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subgrantee agrees to comply with the DOJ Grants Financial Guide.

13. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

14. Employment eligibility verification for hiring under the award

A. The subgrantee (and any subrecipient at any tier) must—

1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subgrantee properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
2. Notify all persons associated with the subgrantee (or any subrecipient) who are or will be involved in activities under this award of both—
 - a. this award requirement for verification of employment eligibility, and
 - b. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

B. Monitoring

The subgrantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

C. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

D. Rules of construction

1. Staff involved in the hiring process
For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
2. Employment eligibility confirmation with E-Verify
For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subgrantee may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subgrantee uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
3. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
4. Nothing in this condition shall be understood to authorize or require any subgrantee, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subgrantee, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to the Bureau, before award acceptance.

15. Restrictions and certifications regarding non-disclosure agreements and related matters

No subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

16. In accepting this award, the subgrantee—

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
1. If the subgrantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts or both—
 - a. it represents that—
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

17. All subawards ("subgrants") must have specific federal authorization

The subgrantee at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

18. Requirements related to System for Award Management and Universal Identifier Requirements

The subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the subgrantee) the unique entity identifier required for SAM registration.

The details of the subgrantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subgrantee, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subgrantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subgrantee would or might fall within the scope of these prohibitions, the subgrantee is to contact the Bureau for guidance, and may not proceed without the express prior written approval of the Bureau.

20. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The subgrantee must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for

purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement>

(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)) and are incorporated by reference here.

21. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The subgrantee, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantees or individuals defined (for purposes of this condition) as "employees" of the subgrantee.

The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

22. Reporting potential fraud, waste, and abuse, and similar misconduct

The subgrantee must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the Bureau by--(1) mail directed to: New Mexico Department of Public Safety, Attn: Grants Management Bureau, 4491 Cerrillos Road Santa Fe, NM 87507; (2) email to: DPS.GMS@state.nm.us; and/or (3) at (505) 469-5816 (phone).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

23. Cooperating with OJP Monitoring

The subgrantee agrees to cooperate with the Bureau and OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subgrantee agrees to

provide to the Bureau and OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the subgrantee agrees to abide by reasonable deadlines set by the Bureau and OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subgrantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subgrantee as a DOJ High Risk grantee; or termination of an award(s).

24. Use of program income

The subgrantee agrees that all income generated as a direct result of this award shall be deemed program income. Program income earned during the project period shall be utilized, in accordance with Federal awarding agency regulations or the terms and conditions of the award, in one or more of the ways:

- A. Added to funds committed to the project by the grant awarding agency and recipient and used to further eligible project or program objectives.
- B. Used to finance the non-Federal share of the project or program.
- C. Deducted from the total project or program allowable cost in determining the new allowable costs on which the Federal share of costs is based (when an agency authorizes the disposition of program income as in 1 or 2, program income in excess of any limits stipulated shall be used this way).

All program income must be reported on a monthly basis on the Request for Reimbursement forms.

25. Justice Sharing Information

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The subgrantee must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <https://bja.ojp.gov/program/it/gsp-grant-condition>. The subgrantee must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

26. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

27. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the subgrantee must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies,

if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The subgrantee may not satisfy such a fine with federal funds.

28. Protection of human research subjects

The subgrantee must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

29. Confidentiality of data

The subgrantee must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

30. Law enforcement task force- required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

31. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Bureau prior to obligation or expenditure of such funds.

32. Compliance with National Environmental Policy Act and related statutes

Upon request, the subgrantee must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the Bureau or by a subgrantee. Accordingly, the subgrantee agrees to first determine if any of the following activities

will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the subgrantee agrees to contact the Bureau.

The subgrantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subgrantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- A. New construction;
- B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- D. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subgrantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subgrantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the subgrantee's or its subrecipients' existing programs or activities that will be funded by these award funds, the subgrantee, upon specific request from the Bureau, agrees to cooperate with the Bureau in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

33. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use

of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

34. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the Bureau and the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

35. Use of funds for DNA testing: upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from the Bureau in accordance with BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

36. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the subgrantee uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the subgrantee must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the subgrantee may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subgrantee compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

37. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

38. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If subgrantee uses funds under this award to purchase body armor, the subgrantee must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The Bureau must keep signed certifications on file for any subgrantees planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

39. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation, and penalties for abuse of the program.

40. The subgrantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
41. In accepting this award, the subgrantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the subgrantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Subgrantees utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
42. De-confliction
A subgrantee shall participate in the case and subject de-confliction process through the New Mexico High Intensity Drug Trafficking Area (HIDTA)/New Mexico Investigative Support Center (NMISC).
43. All funds awarded under this Subgrant Agreement must be used in accordance with federal statutes, regulations, and the terms and conditions of the Federal award.
44. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Bureau determines that the subgrantee is a high-risk grantee.

SECTION NINE: SUBGRANTEE AUDIT REQUIREMENTS

The subgrantee agrees to comply with the 2 C.F.R. 200 Uniform Guidance Subpart F Audit Requirements.

1. The Bureau will review the most recent Audit report as a part of subgrantee monitoring; and
2. The Bureau may request that a Corrective Action Plan be submitted in response to audit findings and recommendations disclosed in the report which may impact the fiscal and/or programmatic management of this grant.

SECTION TEN: AMENDMENTS, MODIFICATIONS, AND SEVERABILITY

1. The subgrantee agrees to make no change in its Application (attached and incorporated herein as Attachment A of this Sub-Agreement), which includes, but is not limited to, subgrantee's goals and objectives and detailed budget, without complying with the Bureau's amendment procedures provided in this Subgrant Agreement and upon the receipt of the Bureau's approval prior to any changes being made.

2. Amendments may be submitted by the subgrantee to request program changes and/or corrections for any programmatic, administrative, or financial change associated with this Agreement;
 - a. Upon receipt of the extension request, the subgrantee and the Bureau shall review the work accomplished to date and determine whether there is a need or sufficient justification to amend this Subgrant Agreement to provide additional time for completion of the program. The maximum allowable extension for any program shall be twelve (12) months. An extension is contingent upon the Bureau receiving authorization for the extension of the grant award from the NIJ.
3. The Bureau, by written notice to the subgrantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and
4. The Bureau, by written notice, has the right to deny any amendment or budget modification request.
5. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect; and

SECTION ELEVEN: SUBGRANTEE REPRESENTATIVE

The grant representatives listed below are the Federal Awarding Agency, State Administering Agency, and subgrantee representatives responsible for overall fiscal and programmatic supervision of the approved program.

FEDERAL AWARDING AGENCY

Office of Justice Programs	Elaine Smokes
807 7 th Street NW	State Policy Advisor
Washington, DC 20531	
Telephone: (202)307-0690	Telephone: (202)598-7139
Email: askOCR@usdoj.gov	Email: Elaine.smokes@ojp.usdoj.gov

STATE ADMINISTERING AGENCY

Department of Public Safety	Oliver Benavidez
4491 Cerrillos Rd.	4491 Cerrillos Rd.
Santa Fe, New Mexico 87504	Santa Fe, New Mexico 87504
	(505) 479-0507
	oliver.benavidez@dps.nm.gov

SUBGRANTEE REPRESENTATIVES

Luis Tavizon, Chief of Police	Angela Torres, City Clerk-Treasurer
507 McAdoo Street	507 McAdoo Street
Truth or Consequences, NM 87901	Truth or Consequences, NM 87901
(575) 894-1185	(575) 894-6673
ltavizon@torcnm.org	aatorres@torcnm.org

SECTION TWELVE: AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Bureau to the subgrantee. The Bureau is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Bureau. The Bureau's decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

SECTION THIRTEEN: WAIVER

The Bureau or subgrantee's failure to require strict performance of any provision of this Agreement shall not waive or diminish the right thereafter to demand strict compliance with that or any other provision. No waiver by either 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.

SECTION FOURTEEN: THIRD-PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this Agreement.

SECTION FIFTEEN: LIABILITY AND NEW MEXICO TORT CLAIMS ACT

The subgrantee is responsible for any liability associated with the actions or omissions of it or its own employees, including violations of rights and privileges guaranteed under the Laws and Constitution of the United States and New Mexico. Any liability incurred in connection with this Subgrant Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30, as amended. No provision of this Subgrant Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Bureau or the Subgrantee arising from the performance of this Subgrant Agreement apart from that set forth in the New Mexico Tort Claims Act.

SECTION SIXTEEN: SEVERABILITY

If any term or condition of this Subgrant Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

SECTION SEVENTEEN: INSTRUCTIONS AND FORMS

Instructions and forms necessary to carry out the administration of the grant as outlined in this Agreement are made available by the Bureau. Forms are incorporated into and made part of this Agreement upon completion.

SECTION EIGHTEEN: GRANT CLOSEOUT

1. The subgrantee will close-out the award when it determines that all applicable administrative actions and all required work of the award have been completed. This section specifies the actions the subgrantee must take to complete this process at the end of the period of performance.
 - A. The subgrantee must submit, no later than 30 calendar days after the end date of the grant period, all financial, performance, and other reports as required by the terms and conditions of the Federal award. DPS may approve extensions when requested by the Subgrantee, and its decision regarding approval will be determined on a case-by-case basis.
 - B. DPS will make prompt payments to the subgrantee for allowable reimbursable costs under the award being closed out.
 - C. The subgrantee must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.
 - D. The Bureau will initiate a site visit closeout upon the closing of the grant period to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.

SECTION NINETEEN: STATUS OF SUBGRANTEE

The subgrantee and its agents and employees are not, by virtue of this Agreement, agents or employees of the Bureau, or the State of New Mexico. The subgrantee, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico as a result of the Agreement.

SECTION TWENTY: ATTACHMENTS AND CERTIFICATIONS

1. Attachments listed below are incorporated into and made part of this Subgrant Agreement. The below listed certifications must be completed and returned to the Bureau along with this Agreement. They are incorporated and made part of this Subgrant Agreement upon execution.
 - A. Subgrantee's Application (Attachment A)
 - a. Certification of Compliance with Equal Employment Opportunity Plan ((EEO) Requirements (Certification 1)
 - b. Certified Assurances including Uniform Crime Reporting and Supplanting (Certification 2)
 - c. Privacy Certification (Certification 3)
 - d. Overtime Certification (Certification 4)

THEREFORE, the subgrantee and the Bureau do hereby execute this Subgrant Agreement as witnessed by the signatures below:

SUBGRANTEE:

By: _____
Signature of Certifying Official

Date: _____

Printed Name _____

Title _____

By: _____
Program Agency Director

Date: _____

Printed Name _____

Title _____

DEPARTMENT OF PUBLIC SAFETY:

By: _____
Signature of Cabinet Secretary/Awarding Official

Date: _____

Jason R. Bowie
Printed Name _____

Reviewed as to legal form and sufficiency, Office of Legal Affairs

By: Julie M. Gallardo
General Counsel

Date: 1.13.2025

JULIE M. GALLARDO
Printed Name



New Mexico

Department of Public Safety

MICHELLE LUJAN GRISHAM
GOVERNOR

JASON R. BOWIE
CABINET SECRETARY

W. TROY WEISLER
CHIEF / DEPUTY SECRETARY

SYLVIA M. SERNA
DEPUTY SECRETARY

January 13, 2025

Luis Tavizon, Chief of Police
City of Truth or Consequences
507 McAdoo Street
Truth or Consequences, NM 87901

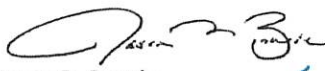
Dear Chief Tavizon,

On behalf of the New Mexico Department of Public Safety, it is my pleasure to inform you that your application for Contingency Funds from the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program has been recommended for funding. Based on available contingency funding, the City of Truth or Consequences Police Department has been awarded \$31,930.00. The 2023 JAG grant award will be effective from February 1, 2025, through June 30, 2025.

In addition, all subgrantees who receive funding will be required to attend the Drug Enforcement Advisory Council (DEAC) meetings, which are held on a quarterly basis, as part of the award agreement.

If you have any questions regarding this correspondence, please contact Patricia Romero, Grants Management Bureau Chief, at (505) 487-6483.

Sincerely,


Jason R. Bowie
Cabinet Secretary

JRB:ob



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: G.3

SUBJECT: Presentation/Discussion/Action – Pay and Salary Proposal

DEPARTMENT: Police

DATE SUBMITTED: January 16, 2025

SUBMITTED BY: Chief Luis A. Tavizon

WHO WILL PRESENT THE ITEM: Chief Luis Tavizon

Summary/Background: In order for the Truth or Consequences Police Department to stay competitive in the labor market, and to assist in the retention and hiring of qualified personnel it is important to implement a salary structure that is consistent with that goal in mind. This presentation represents updated data from a reputable consulting firm that specializes in salary studies, as well as personally researched data from surrounding communities.

Recommendation: Approval and implementation of the proposed salary structure.

Attachments:

- PowerPoint presentation converted to PDF

Fiscal Impact (Finance): Yes

\$40,002.72 to cover the remainder of FY24

\$77,106.64 annually thereafter or an increase of 7.97% increase to payroll annually.

Legal Review (City Attorney): No

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-22-25

TRUTH OR CONSEQUENCES POLICE DEPARTMENT



Chief Luis Tavizon

2025

507 MCADOO ST • TRUTH OR CONSEQUENCES, NM 87901 • 575-894-1204 • EMERGENCY DIAL 911

PAY AND BENEFITS PROPOSAL

A Compensation Structure should achieve these goals:

- Offer competitive salaries relative to the local police labor market
- Sustain external competitiveness.
- Operate within the constraints of the budgetary process and financial limitations.
- Ensure administrative efficiency.

Offer competitive salaries relative to the local police labor market.

The police department's current sworn officer structure has 20 salary ranges, with 5 classifications, which does not reflect current competitive pay levels.

The step system limits the police department's ability to establish pay rates commensurate with market place ranges based on the officer's qualifications and ability to grow salaries effectively over time.

CITY OF TRUTH OR CONSEQUENCES
DRAFT POLICE DEPARTMENT SALARY SCHEDULE

6/22/2022

	Classification	Minimum Midpoint Maximum																			
		2.00% Increase Each Step					2.50% Increase Each Step					3.00% Increase Each Step									
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2,184 Hours																					
Uncertified Officer	P1	\$38,413	\$ 39,181	\$ 39,965	\$ 40,764	\$41,580	\$42,619	\$43,685	\$44,777	\$45,896	\$47,044	\$48,455	\$49,909	\$51,405	\$52,948	\$54,536	\$56,173	\$57,858	\$59,593	\$61,381	\$63,223
Certified Officers	P2	\$49,027	\$ 50,007	\$ 51,007	\$ 52,027	\$53,068	\$54,395	\$55,756	\$57,148	\$58,577	\$60,042	\$61,843	\$63,698	\$65,609	\$67,577	\$69,605	\$71,693	\$73,844	\$76,059	\$78,341	\$80,691
Police Sergeant	P3	\$56,755	\$ 57,890	\$ 59,047	\$ 60,228	\$61,433	\$62,969	\$64,543	\$66,157	\$67,811	\$69,506	\$71,591	\$73,739	\$75,951	\$78,229	\$80,576	\$82,994	\$85,483	\$88,048	\$90,689	\$93,410
Police Lieutenant	P4	\$68,985	\$ 70,365	\$ 71,772	\$ 73,207	\$74,672	\$76,538	\$78,452	\$80,413	\$82,423	\$84,484	\$87,019	\$89,629	\$92,318	\$95,088	\$97,940	\$100,878	\$103,905	\$107,022	\$110,233	\$113,539
2,080 Hours																					
Police Chief	P5	\$93,852	\$ 85,529	\$ 87,240	\$ 88,984	\$90,764	\$93,033	\$95,359	\$97,743	\$100,187	\$102,691	\$105,772	\$108,945	\$112,214	\$115,580	\$119,047	\$122,619	\$126,297	\$130,086	\$133,989	\$138,008
HOURLY RATE																					

	Classification	2.00% Increase Each Year					2.50% Increase Each Year					3.00% Increase Each Year									
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Uncertified Officer	P1	\$17.59	\$ 17.94	\$ 18.30	\$ 18.67	\$ 19.04	\$ 19.51	\$20.00	\$ 20.50	\$21.01	\$21.54	\$22.19	\$22.85	\$23.54	\$24.24	\$24.97	\$25.72	\$26.49	\$27.29	\$28.10	\$28.95
Certified Officers	P2	\$22.45	\$ 22.90	\$ 23.35	\$ 23.82	\$24.30	\$ 24.91	\$25.53	\$26.17	\$26.82	\$27.49	\$28.32	\$29.17	\$30.04	\$30.94	\$31.87	\$32.83	\$33.81	\$34.83	\$35.87	\$36.95
Police Sergeant	P3	\$25.99	\$ 26.51	\$ 27.04	\$ 27.58	\$28.13	\$ 28.83	\$29.55	\$30.29	\$31.05	\$31.83	\$32.78	\$33.76	\$34.78	\$35.82	\$36.89	\$38.00	\$39.14	\$40.31	\$41.52	\$42.77
Police Lieutenant	P4	\$31.59	\$ 32.22	\$ 32.86	\$ 33.52	\$34.19	\$35.05	\$35.92	\$36.82	\$37.74	\$38.68	\$39.84	\$41.04	\$42.27	\$43.54	\$44.84	\$46.19	\$47.58	\$49.00	\$50.47	\$51.99
Police Chief	P5	\$40.31	\$ 41.12	\$ 41.94	\$ 42.78	\$43.64	\$44.73	\$45.85	\$46.99	\$48.17	\$49.37	\$50.85	\$52.38	\$53.95	\$55.57	\$57.23	\$58.95	\$60.72	\$62.54	\$64.42	\$66.35

DRAFT

POLICE DEPARTMENT SALARY SCHEDULE

Recent Compensation Study in the area:

- Valliant Consulting Group (VCG) recommended a new structure, which aligns with industry best practices and supports our ability to attract, retain, and motivate staff.
- VCG's recommended structure includes 11-grade levels designed with consistent growth in range spreads and midpoint differentials, which results in meaningful growth in compensation to mirror in job responsibilities.

Grades	Range Spreads	Midpoint Differentials
1-4	30%	8%
5-8	40%	10%
9-11	50%	12%

- **Range Spread** – represents the difference between the minimum and maximum rates in the assigned grade. A range spread demonstrates opportunities for compensation growth within a job and supports an organization's ability to attract, retain, and develop employees within their assigned positions.
- **Midpoint differential** – represents the difference between the midpoint of a lower grade and the midpoint of the adjacent higher grade. A midpoint differential promotes opportunities for compensation growth between jobs of different scopes and enhances an organization's ability to advance employees into higher-level positions.

The new 2024 proposed structure was developed with the philosophy of matching the market. VCG in their compensation study assigned jobs to grade levels in which midpoints reflect current market rates through 2024. Additionally, the structure aligns with the New Mexico minimum wage of \$12.00 per hour. The recommended market-based structure will build confidence and credibility in our compensation program by ensuring a consistent and well-informed approach to decision-making.

The September 2024 study was conducted and prepared by Valliant Consulting Group.

Sustaining External Competitiveness:

- VCG utilized a number of salary sources in their study to ensure the proposed compensation system remained externally competitive on a local, regional and national level.
- Salary sources were utilized from published surveys and comparable employers scoped to the Truth or Consequences area.
- Accurate market pricing ensures an effective salary administration program and impacts recruitment, retention, performance management, and budget control.
- When determining market pay for each position, it is critical to consider which strategies align with your organization's compensation philosophy.

The strategies include:

- **Matching the market.** This strategy is used when an organization wants to pay in the middle of all organizations that have a similar position by matching wages reported at the 50th percentile in salary survey data.
- **Leading the market.** Organizations competing for employees with specialized skill sets in a tight labor market or organizations that want to be a high payer in the market typically select a market leader position by matching to the 75th percentile of salary survey data. Organizations with less robust total reward offerings may select this approach for administering base pay in order to have an overall market match position.
- **Lagging in the market.** Organizations with strong total reward programs, or those encountering financial difficulties, may opt for a market lag position by targeting pay rates at the 25th percentile of market data.

Operate within the constraints of the budgetary process and financial resources

Truth or Consequences Police Department's compensation system should fall within budget requirements.

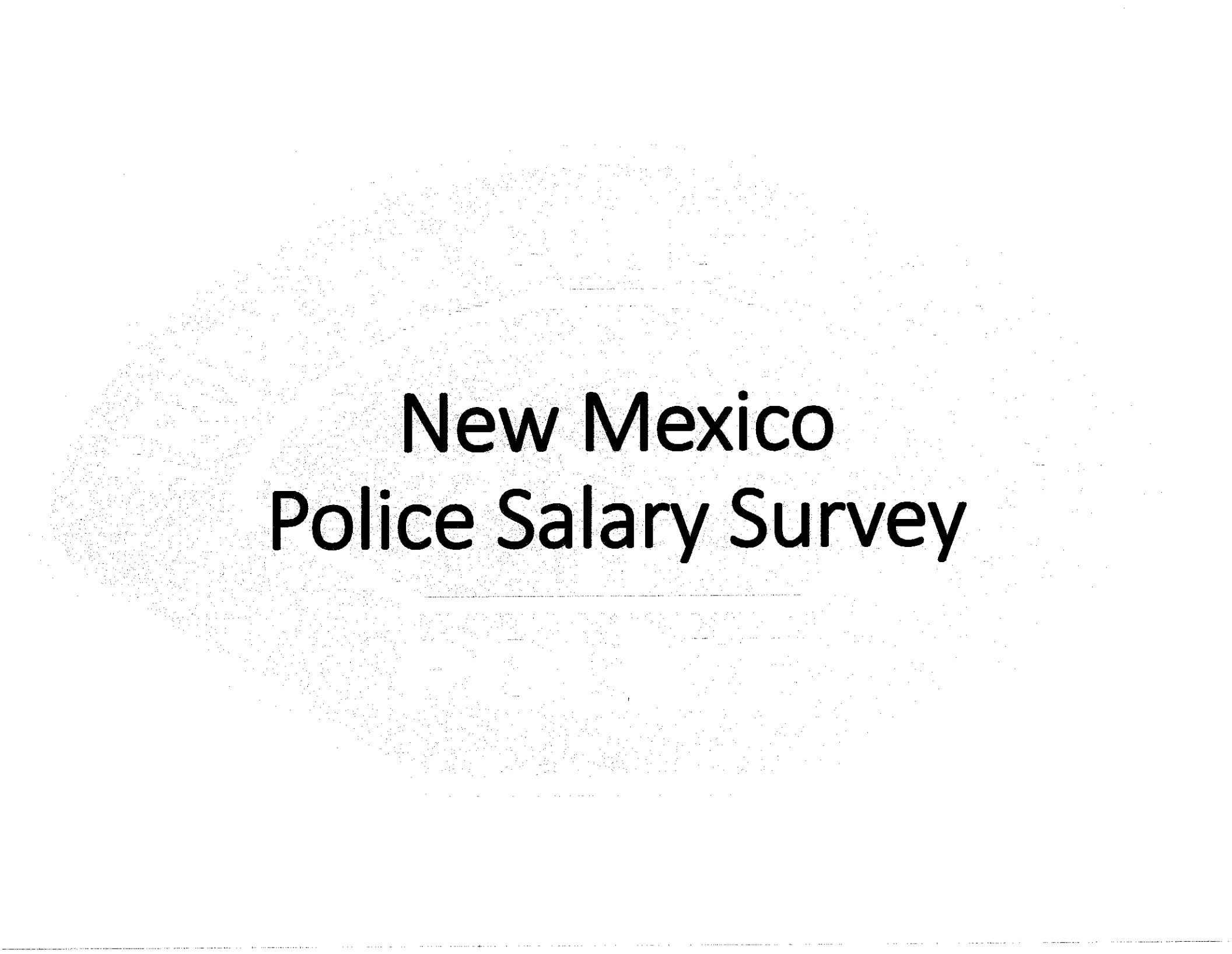
If initial changes in this system cannot be accomplished within budgetary limitations, it is suggested that a plan be developed to work toward the implementation of the total compensation system over time.

Ensuring administrative efficiency

- Overall effectiveness of the recommended compensation system depends on consistent and ongoing monitoring, including a review of the labor market to remain externally competitive and market-driven.
- Additionally, we must monitor and consistently enforce policies, procedures, and programs to maintain internal consistency in compensation administration
- The structure will support a consistent framework for daily decision-making and compensation administration.

Data sources used for market comparison:

Salary Surveys	Comparable Employers
• Bureau of Labor Statistics • CompAnalyst (Kenexa) • Department of Labor • Economic Research Institute • Non-Profit Organizations Salary Survey • O*Net • World at Work	• Catron County • City of Truth or Consequences • Doña Ana County • Grant County • Lincoln County • Luna County • Otero County • Socorro County • State of New Mexico • VCG's Internal Database, including data from comparable county governments

A faint, light-colored map of the state of New Mexico is visible in the background, centered behind the text.

New Mexico Police Salary Survey

New Mexico State Police

Benefits:

- Health and Dental Insurance
- Life & Disability Insurance
- Annual Leave
- Sick Leave
- 2 Personal Days/Year
- Holiday Pay: Hourly Rate x 2.5
- Overtime opportunities

Time and Shifts:

The New Mexico State Police offers shift differential pay. Additional \$.90/hr on top of hourly rate.

Retirement:

- 25-years: 75% Salary
- 30-years: 90% Salary
- 33-years: 100% Salary
- 457(b) Plan (Deferred Compensation)

Law Enforcement and Military Incentives:

Waiver of 60 college credit hour requirement with 2+ years of military or 3 years experience as a State Certified Police Officer.

SALARY

	1	2	3	4	5	6
Years of service	<1	<2	<3	<4	=5	>6
Recruit	\$26,000					
Patrolman	\$37,000	\$38,480	\$39,826	\$41,220	\$42,663	\$44,156
Sergeant	\$49,455	\$51,928	\$54,524	\$56,160		
Lieutenant	\$62,618	\$65,749				
Captain	\$71,009					
Major	\$76,513					
Deputy Chief	\$82,442					

Silver City Police Department Now Hiring Laterals \$10,000 Sign On Bonus



- Patrol
- Criminal Investigations
- Narcotics Unit
- Fugitive Apprehension Unit
- Criminal Enforcement Unit
- Drone Unit
- K9 Unit
- D.A.R.E.
- Crash Reconstruction

Starting Pay

- \$25.89 (Certified)

Lateral Pay

- 3-5 years - \$27.18
- 6-9 years \$28.48
- 10-15 years 29.77
- 16-UP years \$31.07

Contact Us: 575-538-3723
recruiting@silvercitynm.gov



- City Pays 100% Health Insurance
- 2.5% Cost of Living Increase Yearly
- Shift Differential: 6% Evenings / 8% Graveyards
- \$2,000 Yearly for AA or AS Degree
- \$3,000 Yearly for BA or BS Degree
- Quarterly Clothing Allowance of \$250 (\$1,000 Yearly)
- Department Provides 3 Uniforms Yearly

- 3 Days off Every other weekend
- Take Home Units (Up to 60 Miles)
- PERA Employer Contribution of 32.5%
- 3 Hours of Physical Fitness Earned Weekly
- Longevity Pay After 3 Years
- Holiday Pay
- 2 Hours of Court Overtime Per Trial
- 80 Hours Vacation Per Year After 1 Year
- 96 Hours Sick Leave Per Year After 1 Year

SOCORRO POLICE DEPARTMENT IS HIRING!

REQUIREMENTS:

- US CITIZENSHIP
- VALID NEW MEXICO DRIVER'S LICENSE
- HIGH SCHOOL DIPLOMA OR GED
- NEVER BEEN CONVICTED OF A FELONY OR DOMESTIC BATTERY
- MUST COMPLETE NMDPS POLICE ACADEMY OR SATELLITE ACADEMY UPON HIRE

BENEFITS:

- 25 YEAR PERA RETIREMENT
- HEALTH, VISION, DENTAL AND LIFE INSURANCE
- PAID TIME OFF & SICK LEAVE
- PAID CITY HOLIDAYS
- TAKE HOME PATROL UNIT

HIRING PROCESS:

- APPLICATION / RESUME
- NM DPS PHYSICAL FITNESS TEST
- INTERVIEW BOARD
- BACKGROUND INVESTIGATION
- MEDICAL AND PSYCHOLOGICAL TESTS

BASE HOURLY WAGE / PAY:

STARTING:

\$25.55 FOR 6 MONTH PROBATION

\$26.90 AFTER PROBATION

\$27.57 CERTIFIED

Las Cruces Police Department

\$24 per hour (\$49,920 annual) during academy.*

\$26 per hour (\$54,080 annual) upon graduation during first year probation.*

*Effective Jan. 1, 2025

\$28.83 per hour after completion of one year probation.

- All duty equipment and uniforms supplied to you by the department.
- Annual equipment and uniform allowance.
- Four 10 Hour work schedule with three consecutive days off.
- Overtime and secondary employment opportunities.
- Advanced training paid for by the department.
- Specialty sections and promotional opportunities.
- Take Home Car Program
- Have your college paid for with Tuition Reimbursement Programs.
- 13 Paid Holidays Per Year
- 25 Year Retirement (P.E.R.A.): 25 years at 70%
- 96 Sick Leave Hours Per Year

- Bereavement Leave
- Excellent health care plans
- Personal Leave
- Vacation Leave
- Military Leave
- Worker's compensation

New Cadet Hiring Incentive Levels

Incentive Level	Amount
Base Level	\$11,000
Associates Degree	\$15,000
Bachelor's Degree/ 4 years Honorable Military Service/ Retirement from Military Service	\$20,000
Bachelor's Degree in Sociology, Psychology, Criminal Justice or Criminology.	\$25,000
Master's Degree in Sociology, Psychology, Criminal Justice or Criminology	\$30,000
Relocation Assistance	\$5,000

*With a three-year commitment.

Sierra County Sheriff's Office Current Pay Scale

- Code Enforcement/ACO - \$15.22
- Evidence Technician - \$19.17
- Uncertified Deputy - \$19.84
- Certified Deputy - \$24.01
- Sergeant - \$26.41
- Investigator - \$27.89
- Lieutenant - \$31.23
- Captain - \$34.98
- Health Insurance - County pays 90%, Employee pays 10%.
- PERA Retirement Municipal Plan 4 – County pays state mandatory and employee pays state mandate.
- Clothing allowance = \$600 yearly
- Retiree healthcare program.

2024 Sierra County Proposed Salary Structure

	Minimum		Midpoint		Maximum		Range Spread	Midpoint Differential
Grade	Hourly	Annual	Hourly	Annual	Hourly	Annual		
1	\$15.22	\$31,652	\$17.50	\$36,400	\$19.78	\$41,148	30%	8%
2	\$16.43	\$34,184	\$18.90	\$39,312	\$21.36	\$44,439	30%	8%
3	\$17.75	\$36,919	\$20.41	\$42,457	\$23.07	\$47,995	30%	8%
4	\$19.17	\$39,873	\$22.05	\$45,854	\$24.92	\$51,835	30%	8%
5	\$19.84	\$41,268	\$23.81	\$49,522	\$27.78	\$57,775	40%	10%
6	\$21.82	\$45,395	\$26.19	\$54,474	\$30.55	\$63,553	40%	10%
7	\$24.01	\$49,934	\$28.81	\$59,921	\$33.61	\$69,908	40%	10%
8	\$26.41	\$54,928	\$31.69	\$65,913	\$36.97	\$76,899	40%	10%
9	\$27.89	\$58,003	\$34.86	\$72,504	\$41.83	\$87,005	50%	12%
10	\$31.23	\$64,963	\$39.04	\$81,204	\$46.85	\$97,445	50%	12%
11	\$34.98	\$72,758	\$43.73	\$90,948	\$52.47	\$109,137	50%	-

Grade	1	2	3	4	5	6	7	8	9	10	11
Maximum	\$41,148	\$44,439	\$47,995	\$51,834	\$57,775	\$63,553	\$69,908	\$76,899	\$87,005	\$97,445	\$109,137
Midpoint	\$36,400	\$39,312	\$42,457	\$45,854	\$49,522	\$54,474	\$59,921	\$65,913	\$72,504	\$81,204	\$90,948
Minimum	\$31,652	\$34,184	\$36,919	\$39,873	\$41,268	\$45,395	\$49,934	\$54,928	\$58,003	\$64,963	\$72,758
	Code Enforcement and Animal Control Officer	Administrative Assistant - Assessor's Office	Accounting Clerk	Administrative Assistant - Safety/ Administration	Appraiser I	Appraiser II	Appraiser III	Accountant	Deputy Sheriff Investigator	Detention Administrator	Director of Finance and Budgets
		Administrative Assistant - DWI	Appraisal Assistant	Administrative Assistant, Senior - Holding Facility	Compliance Officer	Chief Procurement Officer	Deputy - Certified	Appraiser IV	Emergency Service Deputy Administrator	Emergency Services Administrator	Sheriff's Captain
		Administrative Assistant - Emergency Management	Assessment Assistant	Detention Sergeant	Deputy - Uncertified	Detention Lieutenant		DWI Program Supervisor	Facilities Supervisor	HR Director	
		Administrative Assistant - Roads	Detention Officer	Elections Specialist	Financial Specialist	Executive Assistant		Detention Captain	Senior Appraiser	Sheriff's Lieutenant	
		Recording Clerk	Transfer Station Operator	Equipment Operator	Multi-Property Specialist	Mechanic Foreman		GIS and Planning Specialist		Road and Landfill Director	
				Evidence Technician	Records Specialist	Public Information Specialist		Sheriff's Sergeant			
				Maintenance Worker	Road Foreman						
				Mechanic							
				Process Server							
				Treasury Assistant							
Minimum	\$15.22	\$16.43	\$17.75	\$19.17	\$19.84	\$21.82	\$24.01	\$26.41	\$27.89	\$31.23	\$34.98
Midpoint	\$17.50	\$18.90	\$20.41	\$22.05	\$23.81	\$26.19	\$28.81	\$31.69	\$34.86	\$39.04	\$43.73
Maximum	\$19.78	\$21.36	\$23.07	\$24.92	\$27.78	\$30.55	\$33.61	\$36.97	\$41.83	\$46.85	\$52.47

SHERIFF	Animal Control Officer	Code Enforcement and Animal Control Officer	Non-Exempt	1	\$31,652	\$36,400	\$41,148	
SHERIFF	Evidence Technician	Evidence Technician	Non-Exempt	4	\$39,873	\$45,854	\$51,835	
SHERIFF	Process Server	Process Server	Non-Exempt	4	\$39,873	\$45,854	\$51,835	
SHERIFF	Deputy - Uncertified	Deputy - Uncertified	Non-Exempt	5	\$41,258	\$49,522	\$57,775	
SHERIFF	Records Specialist	Records Specialist	Non-Exempt	5	\$41,258	\$49,522	\$57,775	
SHERIFF	Communication Specialist	Public Information Specialist	Non-Exempt	6	\$45,395	\$54,474	\$63,553	
SHERIFF	Deputy - Certified	Deputy - Certified	Non-Exempt	7	\$49,934	\$59,921	\$69,908	
SHERIFF	Sergeant	Sergeant	Non-Exempt	8	\$54,928	\$65,913	\$76,899	
SHERIFF	Deputy Sheriff Investigator	Deputy Sheriff Investigator	Non-Exempt	9	\$58,003	\$72,504	\$87,005	
SHERIFF	Lieutenant	Sheriff's Lieutenant	Exempt	10	\$64,953	\$81,204	\$97,445	
SHERIFF	Captain	Captain	Exempt	11	\$72,758	\$90,948	\$109,137	

I would ask to implement the recommendations made by VCG, to support TCPD's external competitiveness.

The following table outlines the number of employees at TCPD in each job category paid above, below, or within the new salary structure:

	Exempt	Non-exempt	Total
Above Max	0	0	0
Below Minimum	0	12	12
Within Range	1	7	8
Total	1	19	20

TCPD Current Pay Scale:

- Administrative Assistant - \$14.76
- Evidence Technician - \$16.75
- Uncertified Officer - \$17.59
- Certified Officer - \$22.45
- Police Sergeant - \$25.99
- Detective - \$25.99
- Police Lieutenant - \$32.86
- Take-home vehicle policy
- 25-year PERA retirement plan
- 80% Healthcare insurance paid
- Rotating shifts w/every other weekend off.
- Many Training opportunities
- Sign-on bonus contingent upon funding availability.

Proposed Pay Scale

- Administrative Assistant - \$16.43 (\$1.67/hr. increase or 11.31% raise)
- Evidence Technician - \$19.17 (\$2.42/hr. increase or 14.45% raise)
- Uncertified Officer - \$19.51 (\$1.92/hr. increase or 10.92% raise)
- Certified Officer - \$24.91 (\$2.46/hr. increase or 10.96% raise)
- Detective retitle to Detective Sergeant - \$28.83 (\$2.84/hr. increase or 10.93%)
- Police Sergeant - \$28.83 (\$2.84/hr. increase or 10.93% raise)
- Police Lieutenant - \$35.05 (\$2.19/hr. increase or 6.66% raise)

Proposed Pay Scale cont....

- 2% increase for advanced certifications (400 hours of advanced training, non-probationary status).
- 2% increase for First-line Supervisor certification (500 hours of advanced training, one year as corporal or sergeant, and completion of first-line supervisor course).
- 2% increase for Command level certification (700 hours of advanced training, one year as a lieutenant, and 100 hours of management training).
- 2% increase for Executive level certification (800 hours of advanced training, one year in a command level rank).
- 2% increase per higher education degree (2% Associate, 2% Bachelor's, 2% Masters, 2% Doctorate) for a total possible 8% increase max.
- 2% shift differential for graveyard shift (2200 – 0600).

Cost to implement new structure:

The following figures represent the cost of increasing the salaries of all employees at TCPD to meet the grade minimums of the new structure. Totals represent the expense to increase base salary and do not include fringe costs, such as benefits or taxes.

	Cost
Cost to finish out FY24 Budget	\$40,002.72
Annual Cost	\$77,106.64

The annualized percentage increase to pay the 20 employees at TCPD the new minimum is approximately 7.97% of the payroll.

QUESTIONS?



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: G.4

SUBJECT: Discussion regarding the March 4, 2025, Referendum Special Election
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: January 15, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Mayor Hechler

Summary/Background:

Discussion regarding the March 4, 2025, Referendum Special Election.

Recommendation:

-

Attachments:

- None

-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-22-25



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: G.5

SUBJECT: Appointment of Marian Phillips to the Housing Authority Board of Commissioners.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: March 17, 2023

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Marian Phillips has been a resident of New Mexico for over 22 years and in Sierra County for over 15 Years. The Housing Authority Board of Commissioners unanimously recommended the appointment of Ms. Phillips to serve a 2 year term on the board.

Recommendation:

Appointment of Marian Phillips to the Housing Authority Board of Commissioners.

Attachments:

- Recommendation Letter
- -

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-22-2025



108 South Cedar
Truth or Consequences, NM 87901
(575) 894-2244 – Fax: (575) 894-0756

January 2, 2025

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

RE: Appointment to Housing Authority Board of Commissioners

Dear Mayor Hechler:

The Board of Commissioners of the Truth or Consequences Housing Authority requests the appointment of Marian Phillips to the Housing Authority Board.

Ms. Marian Phillips has been a resident of New Mexico for over 22 years and in Sierra County for over 15 years. The Truth or Consequences Housing Authority requires a resident Board Member, and Marian Phillips has responded to the need and served as a Board Member for the Associated Press / Missouri Press Association Board of Managing Editors, as well as other Boards such as Local Emergency Response Team over the years. As a respected member of the community her education, training, and skills, as well as the perspective gained by her involvement in many community activities are an invaluable asset to the Board of Commissioners.

The Board is unanimous in their request for the appointment of Ms. Marian Phillips. We thank you in advance for your favorable consideration.

Respectfully,

Dr. Greg D'Amour
Commissioner
Housing Authority Board of Commissioners

Cc: City Commission
City Manager
City Clerk





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: G.6

SUBJECT: Discussion/Action -Review/Revise Golf Course Apt. Tenant Lease Agreement and approve Mayor to execute

DEPARTMENT: Community Development

DATE SUBMITTED: January 17, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Golf Course Apt. is vacant. Staff is recommending the use of the apartment to the Police Department for officer housing.

Recommendation:

Review/Revise Golf Course Apt. Tenant Lease Agreement and approve Mayor to execute

Attachments:

- Draft Tenant Lease 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

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-22-25

**CITY OF TRUTH OR CONSEQUENCES
MUNICIPAL GOLF COURSE
TENANT LEASE AGREEMENT**

THIS TENANT LEASE AGREEMENT (Agreement) is made between **THE CITY OF TRUTH OR CONSEQUENCES (City)**, and _____
(Lessee).

WHEREAS, the parties agree as follows:

1. Property Leased:

In consideration of the conditions and covenants herein, Lessor leases the following described property (Premises) at the Municipal Golf Course:

The residence building located 625 Apt. W Marie St. , Municipal
Golf Course, Truth or Consequences.

2. Term:

This agreement shall be for a **twelve (12) month** term commencing on _____ and shall expire on _____ unless terminated sooner pursuant to Section 13, Right to Terminate, below.

3. Rent:

Lessor and Lessee acknowledge that Lessee shall perform certain services during this Agreement's term in exchange for the fair market value of the rental fee for these Premises as consideration for this Agreement. Fair market value is currently \$500.00 per month. These services shall include, but are not limited to the following:

A. When off-duty, Lessee shall be alert to any unauthorized use of the Premises and the area in the vicinity of the Premises, including the Golf Course and Pro Shop. Lessee will notify the appropriate law enforcement officials and Lessor of any acts of destruction to property, vandalism, trespass, etc., as soon as practicable.

B. When off-duty, Lessee shall provide reasonable assistance and information to individuals inquiring about the Golf Course when City Employees are not available.

4. Use of Leased Property:

Lessee shall use the Premises for residential purposes only for immediate family. Lessee shall not violate or tolerate or permit others to violate, federal, state, or applicable local criminal or civil laws, regulations, rules or ordinances, including Lessor's terms of this Agreement on the Premises. Any such violation shall be grounds for Lessor, in the sole exercise of its discretion, to terminate this Agreement immediately by giving written notice to Lessee at the address set forth below.

5. Condition of Premises:

Lessee hereby assumes any and all risks to Lessee, Lessee's family, invitees, or social guests that may result from any dangerous or unsafe conditions or the Premises.

6. Utilities:

Lessee shall pay for all utilities associated with the leased premises, including gas, water, sewer, garbage service and electric.

7. Alterations and Improvements:

Lessee shall not make any alterations or improvements to the Premises without Lessor's prior written approval. All of Lessee's alterations and improvements made to or placed on the Premises that can be removed without undue damage to the Premises are, and shall remain, Lessee's property except as Lessor and Lessee mutually agree in writing. Lessee's alterations and improvements of a permanent nature that cannot be removed without undue damage to the Premises shall become Lessor's property, except as the parties mutually agree otherwise in writing.

8. Condition of Premises on Termination of Lease:

At this Agreement's termination, Lessee shall surrender the Premises in the condition in which they were at the inception of this Agreement, normal wear and tear considered, excepting alterations, improvements, or conditions made with Lessor's written approval and any change, damage, or destruction not resulting from Lessee's willful act.

9. Right of Entry:

Lessor or its agent has a right to enter upon the Premises to inspect, to make repairs and for other reasonable purposes, with Lessee's permission, which shall not be unreasonably withheld upon delivery of 24 hours written notice to Lessee. In an emergency, such as fire, Lessor or its agent may enter the Premises without securing Lessee's prior permission or the providing of 24 hour notice to Lessee, but shall give Lessee written notice of entry as soon thereafter as practicable.

10. Duty to Maintain Premises:

Lessor has the duty to maintain the Premises in a safe condition and in good repair. Lessee shall keep the lawn and landscaped areas free of trash and unnecessary clutter and water the grass and shrubs as necessary to maintain the health and vigor of these plants. Lessee shall mow and trim these areas on a regular basis to maintain a neat, kept appearance as Lessor defines. Lessee shall be allowed no more than two (2) pets. Lessor must approve any additional other pets in writing. When outside, pets must be on a leash or within the fenced yard. Pets do not include domestic livestock, which are not allowed.

11. Right to Assign or Sublease:

Lessee has no right to assign or sublease the rights to the Premises or any part of them pursuant to this Agreement to any other individual or entity.

12. Duty to Insure:

During the term of this Agreement and any extension thereof, Lessee shall provide insurance coverage for liability arising from Lessee's, Lessee's family or guest activities on the Premises and for Lessee's personal property on the Premises. Lessee releases and discharges Lessor from any and all claims, damages and causes of action arising out of any damage to or destruction of Lessee's property or injuries occurring on the Premises. At Lessor's request, Lessee shall provide Lessor with a copy of that insurance coverage. Lessee shall notify Lessor Ten (10) days before cancellation of such coverage.

13. Right to Terminate:

Either Lessor or Lessee may declare this Agreement terminated for any reason or no reason at any time. Notice of Termination shall be in writing to the other party. Lessee shall surrender the Premises within Thirty (30) days of receipt of Notice of Termination.

14. Succession:

The parties acknowledge that this Agreement is personal to Lessee; and Lessee's heirs, executors, administrators, personal representatives, assigns and successors shall have no interest to the Premises or to the rights pursuant to this Agreement.

15. Amendments:

This Agreement shall not be altered or amended except by an instrument in writing executed by the parties.

16. Contact Information:

Any notice provided for or concerning this Agreement shall be in writing and shall be sufficiently given when sent by certified or registered mail to the parties respective addresses, or at such other addresses as each party may provide to the other in writing. Lessor Contact: Rolf Hechler, Mayor, City of Truth or Consequences, 505 Sims Street, Truth or Consequences, New Mexico 87901, Telephone 575-894-6673. Lessee Contact:

17. Applicable Law:

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LESSOR:

By: _____
Rolf Hechler, Mayor

Date: _____

LESSEE:

By: _____
(Lessee)

Date: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 22, 2025

Agenda Item #: G.7

SUBJECT: Discussion/Update – 297 Third Street Market Rent Appraisal

DEPARTMENT: Community Development

DATE SUBMITTED: January 16, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Update Commission on market rent appraised value of 297 W Third St.

Recommendation:

Update only

Attachments:

- Market Rent Appraisal
-

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 1-22-25

**AN APPRAISAL OF
THE MARKET RENT
297 THIRD STREET
TRUTH or CONSEQUENCES, SIERRA COUNTY NM**

DECEMBER 23, 2024

**FOR
CITY OF TRUTH OR CONSEQUENCES NEW MEXICO
TRACI ALVAREZ, ASSISTANT CITY MANAGER
505 SIMS ST.
TRUTH OR CONSEQUENCES NEW MEXICO**

**BY
LEE MORRIS
MORRIS APPRAISAL SERVICE INC.
PO BOX 1119
LAS CRUCES, NM 88004**

MORRIS APPRAISAL SERVICES, INC.

SPECIALIZING IN RURAL, FARM AND RANCH PROPERTIES

LEE MORRIS
State Certified – New Mexico
Federal Tax ID #26-3909383

PO Box 1119
LAS CRUCES, NEW MEXICO 88004
(575) / 636-2003

December 23, 2024

City Of Truth or Consequences New Mexico
Traci Alvarez, Assistant City Manager
505 Sims St.
Truth or Consequences New Mexico

PO# 93602

Subject: 297 W. Third St. Sierra County Assessor owner # 1061

Dear Ms. Alvarez,

In accordance with your request, Lee Morris of Morris Appraisal Services Inc. has prepared an appraisal of the market rent interest in the above property. Truth or Consequences, Sierra County NM. This appraisal is being prepared to facilitate the client in a potential lease of the subject. Date of inspection was December 23, 2024, which is the effective date of this appraisal.

Definition:

Market rent is the amount that tenants are willing to pay for similar properties in the same location, considering factors such as property type, size, condition, amenities, and local supply and demand dynamics. Property managers use market rent as a benchmark to determine competitive and reasonable rental pricing.

Lee Morris' analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. Data was collected and confirmed from credible confidential sources only. This report does not use data from other states but may use data from other cities and counties.

Therefore, by reason of my research of the current market, and by virtue of my experience, I have formed the opinion that the fee simple interest value of 210 Main St. as of the effective date of this report was.: **\$9.50/SF annually.**

\$9.50 SF annually

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Lee Morris', with a stylized flourish at the end.

Lee Morris, MNAA

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Location:	297 W. Third St, Truth or Consequences, Sierra County New Mexico.
Land Area:	Approx .38+/- acre or 16,800 SF
Value Sought:	Market Rent Value
Interest Appraised:	Leasehold
Use of Appraisal:	To estimate the market rent value to assist the client in a potential lease.
Highest & Best Use:	Commercial Building.
Zoning:	R2, Medium Density Residential
Flood Zone:	The subject is located in flood area X, outside the 100-year flood plain. Map 3500730005C dated July 16, 1996.
Reasonable Exposure Time:	Less than one Year
Intended Users:	City of Truth or Consequences
Recent Ownership History:	To the best of my knowledge the subject property is currently not listed for sale. There have been no other transfers in the previous three years.
Date of the Report:	December 23, 2024. The subject was personally inspected by the appraiser on this date.
Appraiser:	Lee Morris, MNAA

APPRAISAL REPORT

SUBJECT: 297 W. Third Street. Truth or Consequences, Sierra County New Mexico A commercial building.

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to estimate the market rent value, as defined, of the subject property, as of the effective date of the appraisal. The property is appraised as if free and clear, and as if without liens and encumbrances.

INTENDED USE OF REPORT:

This appraisal is intended to assist the client in a potential purchase.

INTENDED USERS OF THE REPORT

The intended users of this report City of Truth or Consequences.

EFFECTIVE DATE OF VALUE: December 23, 2024

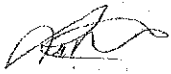
DATE OF INSPECTION: December 23, 2024

DATE OF REPORT: January 5, 2025

MARKET RENT VALUE ESTIMATE:

\$9.50 SF

REASONABLE EXPOSURE TIME: Less than one year.



LEE MORRIS, MNAA

LIMITING CONDITIONS AND ASSUMPTIONS

By this notice, all persons and firms reviewing, using or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report. They are prefaces to any certification, definition, fact or analysis, and are intended to establish as a matter of record that my function is to provide a present market value indication for the subject property based upon my observations as to the subject property and real estate market. This appraisal report is an economic study to estimate value as defined in it. It is not an engineering, construction, legal or architectural study nor survey and expertise in these areas, among others, is not implied.

The liability of Morris Appraisal Services, Inc. and employees and affiliated independent contractors is limited to the client only and to the fee received (total per appraisal). Further, there is no accountability, obligation, or liability to any third party.

The legal description is assumed to be correct as used in this report as furnished by the client, his representative, or as derived by me.

I assume no responsibility for matters legal in character, nor do I render any opinion as to title, which is assumed to be marketable. Unless otherwise stated, all existing liens and encumbrances have been disregarded. The property is appraised as though free and clear and under responsible ownership and competent management.

Any sketches in this report are included to assist the reader in visualizing the property. I have made no survey of the property and assume no responsibility about such matters.

This appraisal is made on the premise that there are no other encumbrances limiting the use of the appraisal property than those herein reported.

The information contained in this report was gathered from seemingly reliable sources, but is in no sense guaranteed.

Possession of this report or any copy of it does not carry with it the right of publication, nor may

it be used for other than its intended use. The physical reports remain the property of the appraiser for the use of the client, the fee being for the analytical services only. The client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the public by advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser.

I assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable. I assume no responsibility for such conditions or for the engineering required to discover such factors.

The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. I am not an expert in the identification of hazardous substances or detrimental environmental conditions. Routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions, which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey to determine if it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

The contract for appraisal, consultation or analytical service is fulfilled, and the total fee is

payable upon completion of the report. The Appraiser(s) or those helping in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

Improvements proposed, if any, on or off-site, as well as any repairs required, are considered, for purposes of this appraisal, to be completed in a good and workmanlike manner according to information submitted and/or considered. In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed and operating at levels shown and projected.

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. Amount or payment of the fee for services is not contingent on any result, approval amount or other estimates or statements.

I reserve the right to alter statements, analysis, conclusion or any value estimate in the appraisal if there becomes known to me facts pertinent to the appraisal process, which were unknown, when the report was finished. *An additional charge may be owed if this becomes true.*

Acceptance of, and/or use of, this appraisal report by client or any third party constitutes acceptance of the above conditions. My liability extends only to the stated client, not subsequent parties or users of any type, and the total liability of appraiser and firm is limited to the amount of the fee received by appraiser.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described and considered in this report.

It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described and considered in this report.

EXTRAORDINARY ASSUMPTIONS:

USPAP defines this as a condition, directly related to a specific assignment, as of the effective date of the assignment results, which if found to be false, could alter the appraiser's opinions or conclusions.

For this assignment there is one. First, that information provided to the appraiser is true and correct.

HYPOTHETICAL CONDITIONS:

USPAP defines this as a condition, directly related to an assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

For this assignment there are none.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS:

Unless otherwise noted, this appraisal was prepared for a party with at least a general knowledge and familiarity of the South-Central New Mexico area. Data used in this report was collected and confirmed from local sources only. This report does not use data from other cities, counties or states and no comparisons were made of the subject property or its environs with other market areas. The appraiser has inspected the subject property. The appraiser has inspected the comparable sale properties.

To develop the opinion of value, the appraiser performed a complete appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice.

This Appraisal Report is a brief recapitulation of the appraiser's data, analyzes, and conclusions. Supporting documentation is retained in the appraiser's file.

SCOPE OF WORK:

This appraisal is being prepared to determine the market rent value, as defined, of the subject property in the "AS IS" condition. To complete the agreed upon work the following steps were undertaken:

1. Inspection of the subject property.
2. Gathering of data from verifiable sources, both primary and secondary.
3. Investigation of the general economic and demographic conditions to the area and region.
4. Collection and verification of sales from reliable sources.
5. Supply enough information within the report to create a credible report.
6. Include all assumptions, exclusions, and limiting conditions that could have an impact on the final determination of value.
7. Include a signed certification within the report.
8. Due diligence, sufficient data, and analysis are included to meet the needs of the client.

STANDARD APPRAISAL TECHNIQUES BRIEFLY EXPLAINED

There are three distinctly separate approaches in appraising real property that when applied to market data indicate a property's value in its own market. These approaches, or techniques, are commonly distinguished from each other by the nature of the data used; cost, sales, or income. It should be emphasized there that all three approaches to value are based upon the market behavior of buyers and sellers, and therefore, if ample market data is available for all approaches, then each approach should provide a similar estimate of value for the subject. This is the ideal situation, however, and is not often encountered by the appraiser. Therefore, the final value estimate is based upon that approach for which the quantity and quality of market data are most readily available and reliable. A brief explanation of these techniques and their application to this appraisal follows.

Cost Approach to Value:

In the cost approach to value the appraiser estimates the amount of money required to produce an improved property of the same utility as the property being appraised. As an alternative to purchasing the subject property, an informed purchaser is assumed to consider purchasing a vacant tract of land and constructing improvements of the same utility. The basic economic principle of this approach states that no one is justified in paying more for a property than that amount by which he can obtain, by purchase of the site and construction of the improvements, without undue delay, a property of equal desirability and utility. In the application of the cost approach, the current cost of reproducing the improvements is estimated and then accrued depreciation from all sources is deducted. To the depreciated value of the improvements is then added the value of the land to arrive at the indicated value of the property from the cost approach.

Sales Comparison Approach to Value:

The sales comparison approach to value is a process of comparing sales data, that is, the price paid for similar properties, prices asked by owners, and offers made by prospective purchasers willing to buy. The sales data approach is based upon the principle of substitution, which holds that a prudent person will not pay more for a property than it would cost to buy an equally desirable substitute property. The application of the sales comparison approach requires the comparing and rating of the property being appraised with similar properties for which sales data is available. By making adjustments for any physical, functional and location differences, indications are developed of what these comparable properties would have sold for had they possessed the same characteristics as the subject.

Capitalized Net Income Approach to Value:

Real estate represents the present worth of future benefits, which an owner can reasonably anticipate. The income approach to value is a discounting process through which future income expectations are translated to present worth. The income approach is predicated on the assumption that there is a definite relationship between the amount of net income the property can produce and its value. The application of the income approach calls for estimating the economic rent that the property can produce. After estimating the gross income, the provision for vacancy and collection loss is deducted as well as the estimated expenses, which will be incurred in producing this gross income. The expenses estimate must consider the necessary operating expenditures, taxes, insurance, and reserves for replacement of short-lived items. The net income thus derived is then capitalized into an indication of value using a capitalization rate, which is typical for the property being appraised in the current market environment.

Approaches Applicable to this Appraisal:

For this market rent appraisal, only the rental comparison approach to value will be developed.

IDENTIFICATION OF THE APPRAISED PROPERTY:

Type of Property: Commercial building and lot within the Truth or Consequences City Limit.

Location: 297 W. Third Street. Truth or Consequences New Mexico.

Legal Description: See attached Deed and Assessor Parcel Map .

Sierra County Assessor Owner No. 1061

Owner of Record: City of Truth or Consequences

Property Code: 3022078187343

Assessed Value:

Land:	\$531,480.00
Building:	\$4,120,650.00
Total Value:	\$4,652,130.00

According to the County Assessor taxes are exempt.*

Taxes are for the whole property and not just the subject of this report.

QUITCLAIM DEED

The TRUTH OR CONSEQUENCES MUNICIPAL SCHOOLS for consideration paid, quitclaims to the CITY OF TRUTH OR CONSEQUENCES, a Municipal Corporation, whose address is 605 Sims Street, Truth or Consequences, New Mexico 87901, the following described real estate in Truth or Consequences, Sierra County, New Mexico, and more specifically described as follows:

Lots One (1) through Ten (10), inclusive, in Block Sixty (60), and all of Blocks sixty-one (61) and sixty-two (62), ORIGINAL HOT SPRINGS TOWNSITE, Truth or Consequences, (formerly Hot Springs), Sierra County, New Mexico, according to the plat(s) on file in the Office of the County Clerk of Sierra County, New Mexico.

WITNESS its hand and seal this 10th day of February, 1985.

TRUTH OR CONSEQUENCES
MUNICIPAL SCHOOLS

BY: Russell Petersen
RUSSELL PETERSEN, President
Board of Education

ATTEST:

Alvin L. Roberts
Secretary

APPROVED:

Jeffrey W. Blaine
Deputy County Clerk
DEPARTMENT OF FINANCE AND
ADMINISTRATION

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss.

The foregoing instrument was acknowledged before me this 10th day of February, 1985, by RUSSELL PETERSEN, President of the Truth or Consequences Board of Education, on behalf of the Truth or Consequences Municipal Schools.

My Commission Expires:
(3-31)

Jeffrey W. Blaine
Notary Public

STATE OF NEW MEXICO) ss.
County of Sierra)
I HEREBY CERTIFY that this instrument was filed for record on the day of February, A.D., 1985 at 10:00 o'clock A.M. and duly recorded in book 55, page 261 of the Sierra County records.
Notary Public
Jeffrey W. Blaine
County Clerk, Sierra County, N. Mex.
By Jeffrey W. Blaine

Deed from the County Clerk's Office



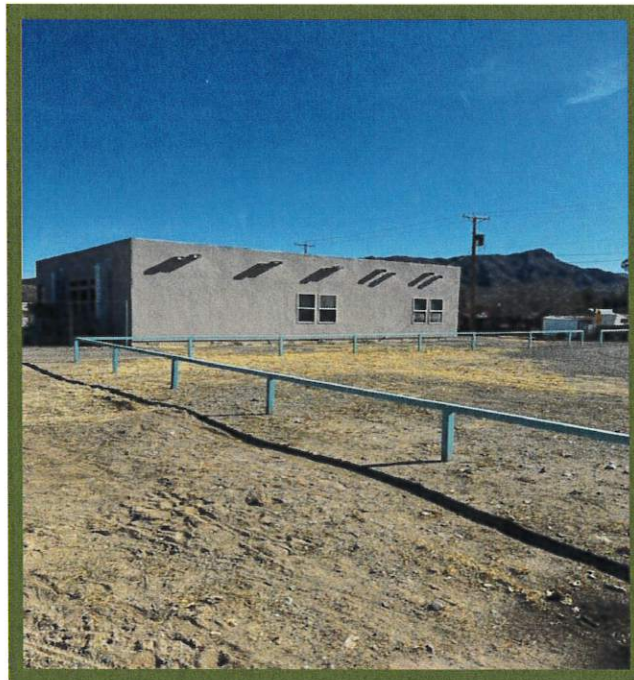
Regional Map



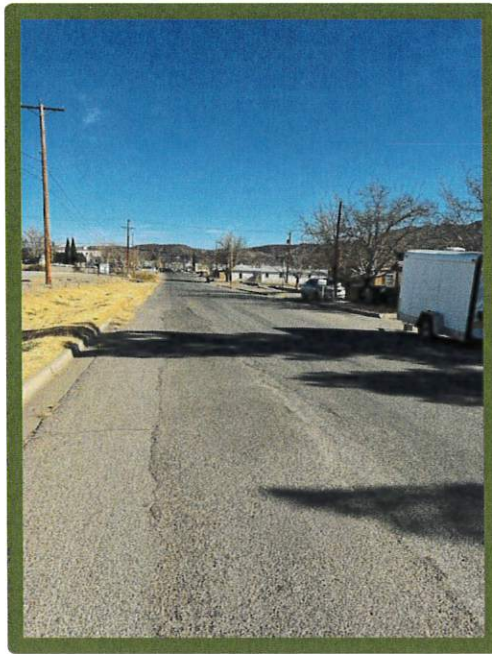
Subject Map



Subject Front



Subject Rear



Third St. Looking East

LOCATION DESCRIPTION :

Geographic Influences:

This subject property is located in T or C, Sierra County, New Mexico and approximately 75 miles northwest of Las Cruces, New Mexico. This is a ranching area within the state of New Mexico; most of the employment activities are related to agriculture. Truth or Consequences is the county seat. Sierra County contains approximately 4,236 square miles, which includes approximately 56 square miles of water. Farmland is limited to the southern part of the county in the Rio Grande Valley below Caballo Lake State Park. The county is bounded on the West by the Black Range part of The Gila National Forest and on the East by the San Andres Mountains, with peaks above 7,500 feet. The elevation of the city is 4,100 feet. The Rio Grande River bisects the county, providing water for agriculture and recreation.

The area has an arid continental climate characterized by moderately warm summers, mild winters and average rainfall. Average precipitation is approximately fourteen inches per year, with average snowfall being 3 inches per year. Summer temperatures generally range 30 degrees bringing appreciable cooling at night. Daytime winter temperatures generally range between 25 and 40 degrees in the coldest months and night temperatures very rarely fall below zero in the lower elevations of the county, the higher elevations will be much cooler. Humidity is low. Winds are usually light from the West except during late winter and spring. Sierra County has an average growing season of 201 days, from April 10 to early October. The area normally experiences from 75 to 80 percent of the sunshine possible each day.

Farmland is limited to the areas of land along the Rio Grande River.

Population:

The population of T or C and Sierra County has remained fairly stable over the past few years or so. According to the US Census Bureau the population of the county in 2020 was 11,576 and within Truth or Consequences the population was 6,053.

Housing:

Census data reports the total housing units in Sierra County for 2020 as 8,275. Owner occupied housing represents 73.2% while renters occupy 36.8%. Average household size is 2.75.

Summary and Conclusion:

The prospect for overall economic growth in the area is good due to the stability of the federal and state facilities, the established agribusiness, the recreation provided to the state by the two large lakes and numerous state parks in the area, the spaceport facility in the southeastern part of the county.

MARKET AREA ANALYSIS :

Types of Improved Properties:

Commercial:	35%
Industrial:	0%
Residential:	45%
State Parks	10%
Vacant agricultural land:	10%

Recent Market Activity: Within the past few years' development activity has slowed. The demand for new residential subdivisions has declined with no new subdivisions being considered

in this part of the county at this time.

Utilities: Public utilities in the neighborhood include all city.

PROPERTY DESCRIPTION

Location: 297 Third St. Truth or Consequences NM.

Access: Third Street.

Size and Shape: Approx .38+/- acre or 16,800 SF.

Topography: Level commercial lot.

Drainage: Appears adequate.

Site Improvements: The subject property is a former Municipal Court Building and offices. The building was built in the early 2000's and has an effective age of 15. There are a total of 2,216 SF in the building. There are offices and restroom facilities in the building. The likely continued use is as offices. The subject was a modular building assembled on site.

Encroachments or Easements: Those noted on the deed or survey.

Special Amenities: None

Adverse Influences: None noted.

Flood Zone: The subject property is in an area outside of the 100-year flood zone by FEMA.

Environmental Concerns: There was no apparent evidence that the property is affected by the existence of hazardous substances or detrimental environmental conditions.

Utilities: City utilities are available.

Zoning: R2, medium Density residential by the city of Truth or Consequences.

Legal Limitations to Use: None noted.

HIGHEST AND BEST USE

The highest and best use of the land is defined as “The reasonably probable and legal use of vacant land or an improved property that is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value. (*The Appraisal of Real Estate, Thirteenth Edition, 2008*). To develop an opinion of the highest and best use there are four steps to be analyzed, which are;

1. Possible use of the site – what uses are physically possible, given the size, shape, and topography of the site.
2. Permissible uses of the site – among the physically possible uses, what are the legally allowed uses given the zoning, easements, and/or deed restrictions.
3. Financially feasible uses of the site – among the uses that are physically possible and legally permissible, what uses would provide a reasonable residual net return to the land
4. Most productive uses of the site – among the financially feasible uses which use would provide the greatest return to the land.

Possible Uses:

The subject site is zoned as R2, medium density residential. The subject site is part of a larger complex of city owned building used as a library, convention center, and others for the benefit of the residents of the city. The site is level with some utilities. Access is provided off city streets. The uses to the site are many.

Permissible Uses:

The site is zoned as R2 by the City of Truth or Consequences. This zone is for medium density residential. The subject is located just to the north of the downtown area of Truth or Consequences.

Feasible/Productive:

The use as developed meets the all of the criteria for the highest and best use

analysis as described.

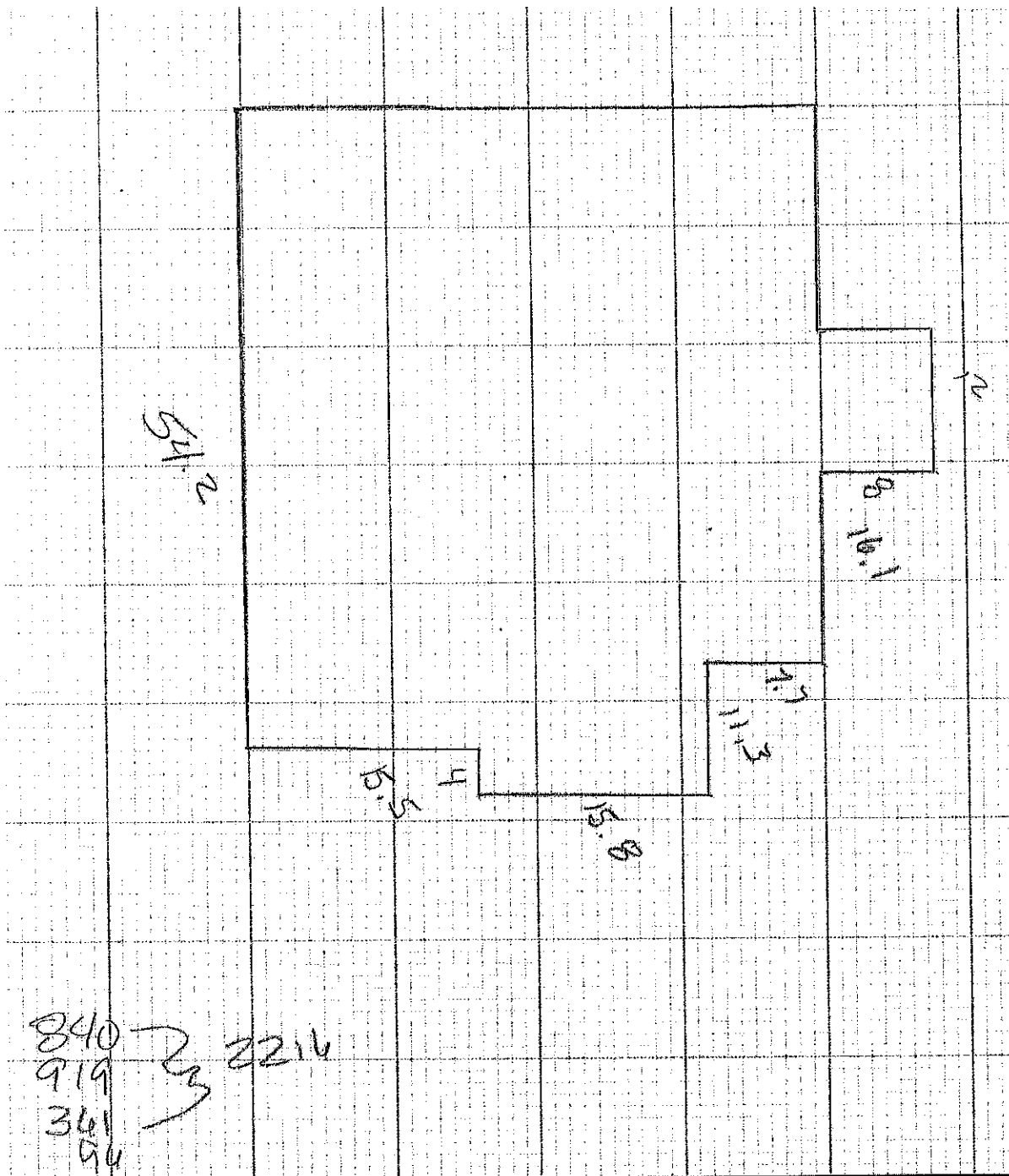
Conclusion:

Based on an analysis of features, factors, and conditions creating, maintaining, or destroying market value in the immediate area, the highest and best use of the subject property at the effective date of this appraisal is concluded to be:

Commercial building and lot

Value is attributable to the uses to which a property can legally be put in the most reasonable and dependably foreseeable future, which will most likely produce the greatest net return over a given period of time. Use makes value and use must be currently in demand by financially able buyers to have value.

THE RENTAL COMPARISON APPROACH



Floor Plan Sketch

SUMMARY OF ANALYSIS AND VALUATION

SITE VALUE:

The value of the site is estimated by direct comparison of the subject property with sales or offers of properties with similar characteristics. Analysis of these property sales and comparison of their value influencing qualities to those of the subject produces the indications of value for the subject land as shown in the following table.

Rent Comp#	Location	Lease SF	Expenses	Rent/SF	Gross Rent
1	280 N. Date Unit A Tor C	1,839 SF	NNN	23.98	\$44,100
2	280 N. Date Unit C TorC	1,137 SF	NNN	\$10.05	\$11,400
3	686 E Third Tor C	1,234 SF	NNN	\$6.70	\$8,280
4	3400 Highway 180 Silver City	6,028 SF	Mod Gross	\$9.10	\$54,855.00
5					

Indicated value per SF =\$9.50

2,216 SF X \$9.50 = \$21,052.00 annual rent



Rental Comp Map

Discussion of Comps: The comparable rentals analyzed in this appraisal are similar in many respects to the subject and different in some characteristics. The various adjustment categories are as follows:

1. All rentals are of comparable office type building in similar sized communities as the subject.
2. Comparable rentals #1-#3 are located in Truth or Consequences. These are the only local similar rentals available to the appraiser. Rental comp #4 is located in Silver City. Silver city is similar in many aspects to T or C.
3. All comparables are similar in age and appeal. Rent comp #1 is in a superior location to all other rental comps and is adjusted downward for this. Rental Comp #3 is located in an inferior location and was adjusted upward.
4. Based on this information, the appraiser estimates the subject will be received by the market favorably at \$9.50 SF rent based on a triple net rent or modified gross rent.

RECONCILIATION AND FINAL VALUE CONCLUSION

All approaches to value are based upon market data. However, each approach deals with market data differently due to the assumptions or point of view upon which each analysis is based. Each of the property value indications was for the most part, developed independently, and the purpose of the reconciliation analysis is to reevaluate the strength of each approach compared with the others. The value indications developed, and the relative weight given each approach are as follows:

Value by Rent Comparison Approach	\$9.50 SF
Indicated Value	\$9.50 SF
Rounded to	\$9.50 SF

That approach in which the appraiser has the most confidence is accordingly given the greatest consideration in the final value estimate. This implies a sufficient quantity of data, which reflects the attitudes of purchasers of this type of property, and maximum data reliability and comparability. The basic assumption underlying all approaches to market value is the principle of substitution, which essentially suggests that a prudent purchaser will not pay more for any particular property than the cost of acquiring a substitute in the open market, and that the purchaser is aware of and does consider alternate properties in the process of his ultimate selection.

FINAL VALUE CONCLUSION

Therefore it is my conclusion, based upon an inspection of the property and data gathered in the investigation as related in this report that the market value of the subject property as of the date of inspection of the subject property is as follows

Market Value Rent	\$9.50 SF/annually
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MORRIS APPRAISAL SERVICES, INC.

SPECIALIZING IN RURAL, FARM AND RANCH PROPERTIES

LEE MORRIS

PO Box 1119

LAS CRUCES, NEW MEXICO 88004
(575) / 636-2003

CERTIFICATION:

I certify that, to the best of my knowledge and belief:

- * The statements of fact contained in this report are true and correct.
- * The reported analyzes, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyzes, opinions, and conclusions.
- * I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- * I have not provided services regarding the subject property in the three years immediately preceding acceptance of this assignment, as an appraiser or in any other capacity
- * I have no bias with respect to the property that is the subject of this report or the parties involved with the assignment.
- * My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- * My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- * My analyzes, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice
- * I made a personal inspection of the property that is the subject of this report.
- * No one provided significant professional assistance to the person signing this report.

Respectfully submitted,



Lee Morris, MNAA

Date: January 6, 2025

HARVEY LEE MORRIS

PO Box 1119
Las Cruces, NM 88004
575-640-7060 – Cell

CAREER EXPERIENCE

01/02 – Present, Morris Appraisal Services, Inc. 575-636-2003

Self-employed real estate appraiser and construction inspector. I provide all types of agricultural appraisals, farms, ranches, rural residential, agriculture related businesses, simple to complex residential, simple to complex multi-family, simple to complex commercial, and new and proposed sub-division work. I have performed appraisal assignments on gravel and rock quarries and working precious mineral mining claims, diminution of value due to forest fires, road easements, partial and whole takings, for litigation and other purposes. I have completed large commercial projects, and for various governmental agencies such as universities, counties, cities, and state land offices, where sensitivity to the public concerns were paramount. I have been an expert witness for small to very large claims and have been an integral part of the settlement process, working as an independent valuation consultant. I also provide review appraisals for litigation purposes, banks, and others as requested. As an independent appraiser I am able to provide appraisal and study services for a wide variety of assignments. I also provide construction inspection and consulting services to a variety of customers to include residential, commercial, industrial, underground and civil. I previously served on the New Mexico Board of Real Estate Appraisers and was chairman of the board. Currently certified as MNAA by the National Association of Appraisers. **New Mexico Certified General Appraiser #02932-G.**

1989-01/2002- all of these years were in the construction industry

I spent the previous years working the construction industry. I held many positions from general contractor/owner, to owner's representative, to project manager, to superintendent, to equipment operator, carpenter, and laborer. I have been involved with many projects ranging in scope from

underground utilities to large institutional buildings. I have built or overseen the construction of civil projects from underground to surface, residential project to include houses to apartments, commercial buildings such as retail and restaurants, to institutional buildings such as 572 bed detention facility, preservation of an historic school which was remodeled into a district court building. At the completion of both of the detention and courtroom facilities I remained with the county and was responsible for the operation and training for both of these facilities.

PROFESSIONAL SEMINARS ATTENDED

Desktop Valuations, Sponsored by Columbia Institute, Las Cruces NM, March 2020

Performing USPAP Compliant Reviews, Sponsored by Columbia Institute, Las Cruces NM, March 2020

2020-21 USPAP Update, Sponsored by Columbia Institute, Las Cruces NM, March 2020

Appraisal of Small Residential Properties, Sponsored by Columbia Institute, Las Cruces NM March 2020.

Redflags in the appraisal process, Sponsored by Columbia Institute, Las Cruces NM, March 2018

ANSI measurement Standards, Sponsored by Columbia Institute, Las Cruces NM, March 2018

USPAP update 2018, Sponsored by Columbia Institute, Las Cruces NM, March 2018

USPAP update 2016, Sponsored by Columbia Institute, Las Cruces NM, February 2016

Integrated Approach's to Value, Denver CO, June 2014, Sponsored by ASFMRA

Eminent Domain April 2014, Denver CO, Sponsored by ASFRMA.

USPAP update 2014, Sponsored by Columbia Institute, Albuquerque NM, February 2014

General Appraiser Report Writing and Case Studies, sponsored by the Appraisal Institute, Dallas TX, October 2013

15 hour USPAP, Sponsored by Columbia Institute, Albuquerque NM 6/2013

Highest and Best Use, sponsored by ASFMRA, Denver CO. 8/2012

USPAP update 2012, 2/2012, sponsored by ASFMRA.

The requirements of Yellow Book, August 2011, Sponsored by the American Society of Farm Managers and Rural appraisers, Denver CO.

Analyzing Distressed Real Estate; April 2010 Sponsored By The Appraisal Institute, Online

USPAP Update 2010; Sponsored by the American Society of Farm Managers & Rural Appraisers, Ruidoso NM.

Attacking and Defending an Appraisal in Litigation: sponsored by the Appraisal Institute. El Paso TX.

USPAP Update 2008; Sponsored by the American Society of Farm Managers & Rural Appraisers, Ruidoso NM.

Advanced Approaches to Value for Rural Appraisal; 2007. Sponsored by American Society of Farm Managers & Rural Appraisers, Kansas City, KS.

Intermediate Approaches to Value for Rural Appraisal; 2007. Sponsored by American Society of Farm Managers & Rural Appraisers, Denver, CO.

Basic Income Capitalization; 2007. Sponsored by Appraisal Institute, Dallas, TX.

USPAP Update; 2006. Sponsored by Appraisal Institute, Albuquerque, NM.

FHA and the New Residential Appraisal Forms; 2006. Sponsored by Appraisal Institute, Albuquerque, NM.

Appraisal Consulting; 2006. Sponsored by Appraisal Institute, Albuquerque, NM.

Appraising from Blueprints and Specs; 2005. Sponsored by Appraisal Institute, Las Cruces, NM.

2004 Rules and Regulations and Statues Update for Appraisers; 2005. New Mexico Licensing and Regulation Department, Las Cruces, NM.

NM Real Estate Disclosure Law; 2004. Sponsored by Appraisal Institute, Albuquerque, NM.

Mobile Home Manufacture Review; 2004. National Association of Fee Appraisers, Albuquerque, NM.

USPAP Update; 2004. National Association of Fee Appraisers, Albuquerque, NM
Mobile/Manufactured Home Review; 2004. Sponsored by National Association of

Independent Fee Appraisers, Albuquerque, NM.

Online Appraising From Blueprints and Specifications; 2003. Sponsored by Appraisal Institute.

Rural Appraisal, 2002. New Mexico State University, Las Cruces, NM.

USPAP; 2001. Sponsored by National Association of Fee Appraisers, El Paso, TX.

5.0 Professional Standards of Practice; 2001. Sponsored by National Association of Independent Fee Appraisers, El Paso, TX.

Real Estate Law; 2000. New Mexico State University, Las Cruces, NM.

Principles of Finance, 2000. New Mexico State University, Las Cruces, NM.

Principles of Real Estate, Real Estate Law, Real Estate Valuation, Rural Appraisal; 2000. New Mexico State University, Las Cruces, NM.

Real Estate Valuation, 2000. New Mexico State University, Las Cruces, NM.

EDUCATION

New Mexico State University; Las Cruces, NM, 3.54 GPA. Crimson Scholar, Bachelor's Degree, May 2013. Copy of transcript available on request.

New Mexico State University; Las Cruces, NM, 1993 – 1994, 3.66 GPA. Real Estate, Business Finance, and Economics.

New Mexico State University, Las Cruces, NM, 1976 – 1978. Accounting and Small Business Administration.

ORGANIZATIONS

Member; New Mexico Real Estate Appraiser Board. 2009-2011

MNAA, Charter Member of The National Association of Appraisers

REFERENCES

1st New Mexico Bank
Chuck Widger
3000 E. Lohman
Las Cruces, NM 88011
575-556-3000

Farm Credit of New Mexico
Richard Armijo ARA, Vice President
PO Box 15039
Las Cruces, NM 88004
575-528-7104

210 Main
36

Dan Delaney Real Estate
Dan Delaney
318 W. Amador Avenue
Las Cruces, NM 88005
575-647-5041

CRUA
Brent Westmoreland, Executive Director
Las Cruces NM 88007
575-649-9349

Partial Client List

New Mexico State University
Liberty Mutual Insurance
First NM Bank
Doña Ana County
City of Las Cruces
Turner Branch Law Firm
Farm Credit of Missouri
Cadigan Law Firm

New Mexico State Land Office
Cochiti Pueblo
Wells Fargo
Otero County
Joseph Holmes, Attorney
Farm Credit of NM
Boy Scouts of America

Expert witness in:

Bernalillo County District Court
Doña Ana County District Court
Federal Bankruptcy Court

Partial Court Case List.

D-1329-CV-2018-02242

D-1329-CV-2012-01665

D-1329-CV-2013-01224, 01223



State of New Mexico



Real Estate Appraisers

HEREBY CERTIFIES THAT

Harvey Lee Morris

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

General Certified Appraiser

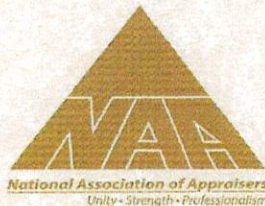
License No. 02932-G

Issued 01/28/2008

Expires 04/30/2026

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

National Association of Appraisers



This is to Certify that

Harvey L. Morris

Has formally qualified for membership in the National Association of Appraisers
and has been accepted as such and designated by the Board of Directors as a

Member
National Association of Appraisers

MNAA

and is entitled to all rights and privileges appertaining thereto.

Teresa D. Walker, Administrator



Laurie E. Egan, MNAA, President
Reissued: April 28, 2015

Member No. 24

A D D E N D U M

**CITY OF TRUTH OR CONSEQUENCES**

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

PURCHASE ORDER**PO Number:** 81215**Date:** 12/11/2024**Requisition #:** 93602**Vendor #:** 8806

ISSUED TO: MORRIS APPRAISAL SERVICE INC
Attn: LEE MORRIS
PO BOX 1119
LAS CRUCES, NM 88004-

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		297 W THIRD STREET MARKET RENT APPRAISAL MARKET RENT APPRAISAL OF CITY OWNED BUILDING LOCATED AT 297 W THIRD ST COMMUNITY DEVELOPMENT	101-1010-48598		0.00	3,245.63

Chief Purchasing Office

Date: 12-11-24

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

SUBTOTAL:	3,000.00
TOTAL TAX:	245.63
SHIPPING:	0.00
TOTAL	3,245.63

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

[Click to Print](#)

Owner Information

Owner #:1061 **District:**6 IN
Name: CITY OF T OR C
Co Name:
Address1:
Address2: 505 SIMS STREET
City: T OR C **State:** NM **Zip Code:** 87901

Estimated Taxes for Owner

Estimated Tax Estimated Year used
\$0.00 2024

[Calculate Estimated Tax](#)

Recap Value Information

Central Full Value	0	Full Value	4652130
Land Full Value	531480	Taxable Value	1550710
Improvements Full value	4120650	Exempt Value	1550710
Personal Property Full Value	0	Net Value	0
Manufactured Home Full Value	0		
Livestock Full Value	0		

Property Information

Property Code:3022078187343

Book: 51
Page:701
Reception#:0

Physical Address:

Bldg:

Apt:

Subdivision ORIGINAL TOWNSITE
Subdivision Details: BLOCK 60 LOT 1
Subdivision Details: BLOCK 60 LOT 2
Subdivision Details: BLOCK 60 LOT 3
Subdivision Details: BLOCK 60 LOT 4
Subdivision Details: BLOCK 60 LOT 5
Subdivision Details: BLOCK 60 LOT 6
Subdivision Details: BLOCK 60 LOT 7
Subdivision Details: BLOCK 60 LOT 8
Subdivision Details: BLOCK 60 LOT 9
Subdivision Details: BLOCK 60 LOT 10
LOT 1 THROUGH 10 INCL
BLOCK 61
ALL BLOCK
BLOCK 62
ALL BLOCK
VACATED GRAPE ST & FIR ST ADJ
TO BLOCKS 60, 61 AND 62
(CIVIC CENTER, RSVP, JOA OFFICES,
LIBRARY)

Property Value Information

008 Non-Residential Other Exemptions 0.00 1550710

Assessor Report