

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Angie Gonzales
City Manager

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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, OCTOBER 25, 2023; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. REPORTS

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

E. CONSENT CALENDAR

1. City Commission Regular Minutes, October 11, 2023
2. City Commission Workshop Minutes, October 11, 2023
3. Acknowledge Regular Public Utility Advisory Board Minutes, July 17, 2023
4. Acknowledge Regular Public Arts Advisory Board Minutes, July 18, 2023
5. Acknowledge Regular Airport Advisory Board Minutes, August 8, 2023
6. Acknowledge Regular Planning & Zoning Board Minutes, September 11, 2023
7. 1st Quarter Sub-Recipient Reports

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 15 23/24 Budget Adjustment. Kristie Wilson, Finance Director
2. Discussion/Action: Resolution No. 16 23/24 Approval of 2024 City Holiday Schedule. City Manager Gonzales
3. Discussion/Action: Resolution No. 17 23/24 LERF Funding for Recruitment and Retention of local law enforcement pertaining to HB68. Kristie Wilson, Finance Director and Chief of Police Tavizon
4. Discussion/Action: Resolution No. 18 23/24 requesting disbursement of law enforcement salary funds from appropriation number 23-ZH5048-96. Kristie Wilson, Finance Director and Chief of Police Tavizon
5. Discussion/Action: Resolution 19 23/24 to Request a Contract Time Extension for the Grant Funding Awarded Through NMDOT LGRF. Assistant City Manager Alvarez

G. NEW BUSINESS

1. Discussion/Update: Spaceport America Presentation. Charles Hurley and Dr. Francisco Pallares
2. Discussion/Update: PD Update. Chief of Police Tavizon
3. Discussion/Action: Changing the Temporary Golf Course Pro Shop Clerk position to a Casual Employee position. OJ Hechler, Community Services Director
4. Discussion/Action: Approval of a two year lease extension for the golf carts being used at the T. or C. Municipal Golf Course. Rick Artman, Golf Course Superintendent
5. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Kristie Wilson, Finance Director
6. Discussion/Action: Summary Plat Amendment at 400-410 Van Patten Ave. Assistant City Manager Alvarez
7. Discussion/Action: Contract renewal with Bartoo Sand & Gravel Inc. Assistant City Manager Alvarez
8. Discussion/Action: Contract renewal with WHPacific, Inc. Assistant City Manager Alvarez
9. Discussion/Action: PublicWorks1 proposal for Asset & Data Tracking Services. Assistant City Manager Alvarez and Buster Smith Streets Manager
10. Discussion/Action: Approval of the Records Inventory List for destruction. City Clerk Torres

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

J. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING NOVEMBER 15, 2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: E.1

SUBJECT: City Commission Regular Minutes, October 11, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 20, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-25-2023

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, OCTOBER 11, 2023

A. CALL TO ORDER:

The meeting was called to order by Mayor Amanda Forrister at 9:40 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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

2. SILENT MEDITATION:

Mayor Forrister called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

City Attorney Rubin asked that item H1 be moved after G1.

Mayor Pro-Tem Hechler moved to approve the agenda with the stipulation that item H1 be moved after item G1. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PRESENTATIONS:

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

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

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

City Manager Gonzales presented an Employee Service Anniversary Award to Robert Waldron for 13 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Scott Huron for 13 years of service with the City of Truth or Consequences.

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

D. PUBLIC COMMENT (3 Minute Rule Applies):

Gordon Edelheit addressed the Commission with comments related to:

- The Chamber of Commerce held a positive \$3 million request that was approved at the last vote. He trying to make sure that can be used for grants. The Chamber of Commerce is very supportive of the Commission to get these important things done.
- He is a candidate for City Commissioner. On Tuesday's from 9:00 a.m. until 10:30 a.m. until the date of the election, they will hold meet the candidates' meetings where constituents can ask the candidates questions. He appreciates the cooperation in the spirit of what they are doing.

Sergeant Jaffee Blomquist addressed the Commission with comments related to:

- He wanted to show support for the new Police Department building. The PD is growing with our community. Their current building is a former funeral home and mortuary, so their desks and workspaces are squeezed together. They have a lack of office space, and as they continue to grow. This issue will continue. A new building would be beneficial to our community is bigger office space, and by expanding the infrastructure, they can improve public safety, and services to the community. The current parking is not secure, and is not large enough. They need a holding cell, which would be a safe place to house juveniles while they mediate their families.

Michelle Atwell addressed the Commission with comments related to:

- She is in support of a new law enforcement complex for the T or C Police Department. She is with SCRDA, and they were in a deplorable area. About 2 years ago, they built a new 911 center, and the main reason was growth and safety. That goes in the lines with your police department. As Sergeant Blomquist was saying, just the security alone for not only the officers, but their equipment, and safety for the public. They are at a former funeral home. We all had to start somewhere, but your Police Department which is phenomenal, has grown, and with growth of infrastructure, we are desperately in need of a more up to date technology Police Department that will support the citizens of Truth or Consequences. I know the battle, and the road that you may have to go down to get that, but SCRDA is a prime example of improvement and services of what we provide now. With a new building, the Police Department will be able to function more appropriately, and create a safer environment.

Lt. Donald Venable addressed the Commission with comments related to:

- He is speaking on behalf of the NMHP who sent a letter in from Lt. Matt Hubert. To the honorable Truth or Consequences City Commissioners. I whole heartedly support turning the old armory into a space for the Truth or Consequences Police Department. The current Truth or Consequences Police Department building does not have the space needed to meet the needs of a modern Police Department. There is inadequate space to train the departments officers, let alone invite officers from other departments to the training. There is no place for weight training, there is insufficient locker space, and no shower facilities for the officers. There is also nowhere to bunk overnight. I am the Commander of the newly formed Truth or Consequences troop of the New Mexico Highway Patrol. We provide numerous man hours through the Truth or Consequences Police Department each and every month without compensation. We do it as a labor of love for the community. While we are currently recruiting locally, we do have members like myself, who live outside the city and drive in from places like Las Cruces or Silver City, the personal cost to the troopers is high. We pay for our own vehicles, our insurance, our uniforms, etc. We are not even reimbursed on our fuel which is about \$85 for each shift we work for the city. That is paid by the individual trooper out of his or her pocket. Just having a barracks to be able to sleep in would save us the cost of a hotel room when we work back-to-back holidays, like in the case of the Fiesta. It would also enable us to send more people to the events if they knew they had a place to stay. That extra presence, and free labor greatly benefits the City of Truth or Consequences. It would also help keep us safer. We generally work between 1:00 and 3:00 in the morning, and sometimes it would be safer to bunk first before driving home. It's a win for everyone. It keeps us safe, and keeps us from having to pay for a hotel, plus the community gets multiple extra officer man hours free of charge during events because officers are more likely to participate when they know they will have a place to stay overnight. I urge you all to vote to turn the old armory into a space for the Truth

or Consequences Police Department. This space is urgently needed. Thank you for your time and consideration in this matter. Sincerely, Matt Hubert.

Kyleen Coulter addressed the Commission with comments related to:

- She is the new evidence tech with T or C PD. She is here to discuss the evidence situation there, and why the armory would be an advantage for that situation. As a former funeral home, there is of course not a place for evidence storage in the design of the building. While there is evidence storage in what was probably where they used to store bodies, it's not really large enough for the number of cases we see, and the kind of storage that we have to keep. The ventilation isn't great either were we have the drug storage, and things like that. Its not really up to the standards that we need to have for state and national requirements, and to get us up to that level that we need to have. That's sort of the situation we have with records as well. While our current records are stored in the building, our back log of records are stored in a metal shed behind the building with a padlock, which is kind of a problem when you consider our flooding situation. We just had a 40-minute talk on that. Then there's sometimes the rodent situation. They get into things like that, and it's not an ideal situation for either our evidence storage, or our record situation. We also don't have a place to store our larger evidence like vehicles, bicycles and things like that. We simply don't have the space. I know that a concern for the citizens has been the budget, but this would come from a completely different funding source. I think that that's something important for people to consider as well.

Grecia Valenzuela addressed the Commission with comments related to:

- She is here to talk about the new building for the Police Department. She was previously the Administrative Aid for the Truth or Consequences Police Department for 3 years. She is currently employed at the Judicial District Attorney's Office as a legal secretary. She's still involved with Shop with a Cop and stuff. While employed at the Police Department she witnessed several floodings events that caused damage to the building and equipment, and they had to close their doors for a couple of days, making it hard for the public to get their stuff, and for us to do our jobs. Those floods could have potentially ruined important records. As the Administrative Aid, she was also sometimes left alone in the office for hours at a time due to high call volume. When an angry person or victim comes in wanting to speak or an officer, it kind of gets scary. The doors are not secured, and the window is only shatter proof. It's not bullet proof. Those walls are so thin anything could happen. Somebody could punch through the wall. There were times when I was scared, and I was wondering what do I do if something happens and nobody is here. The officers have guns, tasers, batons, but us civilian staff have nothing. I am in support of it because I was there once, and its scary being in that situation, and I feel like the civilian staff need more protection. Therefore, I am asking the public and the commission to please support the Police Department in a new building.

Jamie Sweeney addressed the Commission with comments related to:

- She is the Code Enforcement Officer for the Truth or Consequences Police Department. She has been with the city for over 9 years, minus the 11 months that she did leave. She is here to discuss the pressing need for new Police Department in our community. Over the next few minutes, she'll outline the compelling reasons why our new facility is not just a necessity, but an investment in their safety, their efficiency, and their public image. First and foremost, overcrowding has become a critical issue in current Police Department. Our officers and staff work tirelessly to keep the community safe, but they are hindered by the lack of space and resources. The cramped conditions not only affect their productivity, but also compromise their well-being. We owe it to them to provide an environment where they can effectively serve and protect us. Additionally, the current building has suffered some flooding issues putting essential equipment and sensitive records at risk. This not only jeopardizes our ability to maintain a transparent and accountable police force, but it also endangers the safety of our community. Investing in a new building with modern infrastructure will mitigate these risks, and ensure our operations continue without interruption. Perhaps one of the most pressing concerns is the outdated evidence room. Our community deserves a Police Department that can securely and effectively handle evidence, ensuring the integrity of criminal investigations. A new facility will include the state of the art evidence storage facilities, reducing the risk of contamination, and ensuring that justice is served. It's not just about addressing these problems, it's also about improving our services. A new Police Department building will enable us to harness the latest technology, and training methods, providing our officers with the tools they need to excel in their jobs. This means faster response times, more effective crime prevention, and a better community engagement. Now let's talk about our public image. Perception is crucial, and the current state of our Police Department doesn't reflect our officer's professionalism and dedication. A new modern facility will send a clear message to our community that we are committed to providing the highest level of service and care. It will foster trust and confidence in our police force which is essential for effective law enforcement and community cooperation. In conclusion, the need for the new Police Department building is undeniable. Our current building is overcrowded, we have flooding, and we have an outdated evidence room. A new building will give us the opportunity to provide updated services, and the desire to improve our public image will compel us to take this crucial step forward. This is not just about bricks and mortar. It's also about investing in our community's safety, wellbeing, and future. I urge each and every single person in our community to support this endeavor. Together we can create a Police Department that serves and truly represents our communities' values.

Virginia Hicks addressed the Commission with comments related to:

- She works at the District Attorney's Office as a District Attorney. She has worked there about 10 years, and she knows the building at the PD. The officers that work in that building have dealt with serious and dangerous things on a daily basis. The District Attorney's Office actually moved to that beautiful new building, and that has changed their productivity level. She is in indefinite agreement with a new building. It will create a safe clean building for officers to go back to, since they're dealing with such a stressful situation on a daily basis. That's enough stress they have to deal with. IT will create more work product from them. If evidence is destroyed, we cannot prosecute a case. That is definitely an issue for the District Attorney's Office. She again is in indefinite agreement with a new building. It's been needed for quite some time, and she believes the previous Chief of Police was trying to work on getting the armory as well. She was in agreement then as well. It is a big stressor to have their building flooded, and to have drips on the public who go into the office. It's not a welcoming environment, so to create something that's safe for the officers, as well as the public, and civilians that work there. I just think it's absolutely needed.

Kathleen Sloan addressed the Commission with comments related to:

- When they moved the Police Department into the funeral parlor 10 or 15 years ago, it wasn't bedded very well. She remembers concerns about moving into that building, and it was supposed to be a cost saving measure. That money could have been put into a different building. The question she is asking is are we sure the armory is a good choice. Why is the armory a good choice? There is nothing in the packet with plans. There is only the financing which seems premature. Are you going to use the old plans? Was there such a cost analysis done for the armory? She's just questioning whether the armory has been bedded as a good choice. The GRT was voted by the people, and it went to a vote. It was a public vote, and it was \$0.25 of every \$10.00 goes to the Police Department, and that was for retention, and payment to officers. It was not for capital projects. There was a new law passed that said you can use this GRT for anything. You don't have to put it in a particular pot to use for a particular purpose. It sounds like the Police Department is using it for this purpose, so that sounds okay, but the people, that's not what they voted this tax money for. GRT has been used as financing for tons of our water projects, and utility projects. It is a source of our funding for capital projects. This money is now in a general pot of money that could be used for water, waste water, anything. Her other question is according to the 2020 census, we are down 2%, but she keeps hearing that we're growing. Does anybody have evidence of that?

Corrin Barner addressed the Commission with comments related to:

- She came in today because she has ongoing questions about the project on Broadway and Main Street about the water leakage. It's been unclear to her living here when she sees water on the streets. She didn't know if the project

report was going to relate to everything. She also talked to her neighbors, and they are also unclear about what's going on. She has been curious if there's somewhere to look about the progress on the projects that have been going on, and if she can get that information before she leaves that would be great. It is also a great concern to her as a business owner on Broadway, just watching the work progress, it seems to be opened up completely. She has never been certain if it were things that just came up, or if there wasn't a real good plan that was in place. She would like to get a better confidence about how the progress of that road work has been designed and carried out.

E. REPORTS:

City Manager Gonzales reported the following:

- Truth or consequences is a professional organization and we need to act like it, and we need to look like it too. We need to be helping our Police Department, and helping our facilities, and our employees be professional. We have the ability to be better, and we need the help to be better.

City Attorney Rubin reported the following:

- We had a meeting in September where we had a presentation with State Engineers Office, and I think we left it where they were supposed to supply you with a report, and then if you read the report, then you were to bring it back and put it on the agenda. I'm not sure where we left off? You my got a report? If you're interested in putting back on the agenda, feel free to maybe contact or reach out to the State Engineers Office.

City Commission Reports:

Commissioner Fahl reported the following:

- I just want to thank the Commission for approving the Turtleback Trail Plan at our last meeting. I wanted you to know the original steering committee is going to be meeting again. They will be trying to look at some of the projects they think would be easy to do. Foot bridges will not be looked at. There's a project and a funding source that we find is within the city's jurisdiction. Then we'll talk to staff and come back to Commission with them.
- We know our water and waste water people work so hard, but I did see something on Facebook about the water. Something they talked about was that we know that it is a natural seepage. I think somehow when people call and complain, and we know it's a spring we should maybe see if there is some sort of way that we can put up a sign to try and prevent us from getting complaints so often. For instance, the one on Magnolia is a spring that seeps up.
- I attended the Sierra County Recreation Tourism Board meeting last week and one thing that was decided was that they're going to start meeting quarterly, so I don't have to report on that as often.

Commissioner Harrelson reported the following:

- I would appreciate the community supporting our school sports team.
- The recent fairs turned out very well. I would like to thank the community for supporting the kids so well. Everyone worked very hard and did great.
- I would also like to say that I am a huge supporter of using old buildings. Being a local, I like to see them re-purposed instead of being torn down. I do support the armory being re-purposed.
- I just want to remind the community to always promote what is positive in the community. I would also like to support all of the people writing all of the positive things going on in our community.

Mayor Pro-Tem Hechler reported the following:

- I wanted to alert the City Manager on an email concerning VRBO. I wanted to make sure we follow up on that because that's one untapped source for Lodger's Tax money that we need to jump on. It could potentially be more revenue for our community.
- I met with Gina and Mr. Will Powell who is an architect in Main Street, and we looked at the Lee Belle Johnson Center, and raised the floorboards, and saw the issues. That building will have to be vacated here shortly. It needs to be fixed up in some way, and we need to figure out what that is going to cost and how we are going to do that. I'm hoping that we can use some Lodgers Tax money to get a Comprehensive Engineering Study done that will identify what needs to be done to refurbish this building, and at what cost. The alternative would be to tear the building down, which could cost \$150,000 – \$250,000, and then we would have a vacant spot. We may even have an open meeting about this building down the line.
- I have the meeting set for this Friday. I've invited Alyssa O'Brian from Urban Forestry Division and State Forestry to come down to help identify the types of trees, and the number of trees that we need to plant in Ralph Edwards Park. I've also invited Taylor Sanchez from Sierra Soil and Water to talk to us about getting rid of the evasive trees and shrubs along the Rio Grande in Ralph Edwards Park. The city's done a wonderful job in fixing the park up. We have lots of new features, and we need to finish this park which includes planting new shrubs and trees, and fixing up the riverbank so people sitting on the benches can actually see the river and the wildlife, and then just maintain it from that point forward. That meeting will be on Friday. There are also volunteers ready to help plant and maintain those trees that will be placed in the park.

Mayor Forrister reported the following:

- Thursday will be the pink volleyball game. Please come and support our girls and wear your pink. We are on a 10 game win streak.
- I would like to give kudos to the community for coming together during the county fair. The 4H and FFA kids are some of the hardest working kids that I have ever met. The sale was Saturday night, and the sale items came out to \$272,450. A

lot of the people in our community added on to the sales which came out to \$115,924, so the grand total of sales was \$388,374 that goes back into the hands of those hard-working kids.

- I fully support the PD's decision with the renovation of the Armory, and I cannot wait to see what happens there.

F. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, September 27, 2023**
- 2. Acknowledge Regular Lodgers Tax Advisory Board Minutes, July 24, 2023**
- 3. September 2023 Accounts Payable**

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

G. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 14 23/24 Budget Adjustment Request.**

Kristie Wilson, Finance Director reviewed the budget adjustments provided in the packet.

Commissioner Fahl made a motion to wait for the approval of Resolution No. 14 23/24 Budget Adjustment Request until after item H7 is presented. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Item H1 was moved after item G1.

- H1. Discussion/Action: Financing Options for the Law Enforcement Facility.**

Copy of presentation attached hereto and made a part hereof.

Mark Valenzuela, Bosque Advisors, LLC: This is going to be a new process that he is recommending to the city, and city staff has agreed with the recommendation I've made. The recommendation is to sell these bonds to, not to the NM Finance Authority, which is what the city has primarily done for most of their gross receipts tax bonds. My recommendation is to take it out to the public on market. That is the first time that has ever happened for the City of T or C in the recent history. It requires more work for your bond attorney and myself, but it will tax the Chief and your administrative staff as well. Also, part of going to the public market is trying to transition the financing to be on its strongest foot, so the recommendation that I am making is that the city legally pledge as

the re-payment source of the Muni-State Share Gross Receipts Tax. Generally, this tax which is 1.225% is shared only with cities and the State of New Mexico. The state historically received 5% of gross receipts tax, and that has now been reduced. The state would share the 5% that they would earn with Municipalities in the amount of 1.225%. Counties don't get that, so it is a benefit to municipalities. It is generally for all cities, the strongest revenue stream, and therefore strongest credit when you go out and finance. The first recommendation is that this financing for the Law Enforcement Facility would be legally pledged with Muni-State Share Gross Receipts Tax of 1.225%. You have existing debt on that tax already, and I will take you through that in a moment. The Chief has 0.25% dedicated to the law enforcement. That 0.25% would still be used to make the bond debt. We are only legally pledging the 1.225% as a credit strength rather than the 0.25%. There is a 6-year history of the collections for a total gross receipts tax portion that he calls the Muni-State Share, and also what 0.25% would be, and the 5-year average on 0.25% is \$350,000 compared to the \$1.7 million for the 1.225% Muni-State Share. That by itself gives you a very strong credit coverage, and you will be much more inclined to buy these bonds in a public market and offer the lowest cost that's available, and part of the recommendation is to get the lowest cost. It is a new process and part of what is required is a bond rating. The city has never gone forward with a bond rating. That will be a new process, and I will help take you through that. Part of this is how you conduct that bond rating with the analyst that will be proving their opinion on the city's financial statements on this project, and the governance of the city. You have to pay for that rating, and in this case, it will likely be about \$15,000 for that fee. I recommend that you meet the analysts in person, and the best place to do that is in San Francisco or in New York, and it does require travel to those locations. It would be your administrative team and potentially the mayor, so there is a cost associated with that. We pay our own rate. The fee that we earn for doing the transaction for you is not increased for traveling with you to that activity. You can also do this via zoom. However, I don't necessarily like to have conversations like that over zoom. I like to have full attention for whoever is looking at your financials and making sure that they are listening to everything about T or C that they are going to be make a decision on. Dallas is also another location option, but there is a second side to this. In addition to meeting with the rating agencies whom we have to pay \$15,000 to do the rating, I would also recommend that we meet with bond insurance companies. There are only two in the United States, and they have offices in San Francisco or New York. While we can meet with rating analysts in person in either San Francisco or New York, we can also for free, meet with the bond insurance companies, which we may procure a product from. The recommendation is to sell up to \$4.5 million in bonds, secured with Muni-State Share Gross Receipts to take it out, as long as 30 years, I would hope that we could shorten that, and that will depend on the interest rate. The ordinance that will come before you will still have the opportunity to go to the Finance Authority. If the market was up, and something happens that will impact markets, you will still have the ability to go to the Finance Authority, and we will still follow that path as well. On slide 3 of the presentation, it lines up the Municipal Gross Receipts Tax that the Chief currently has in place, and uses to finance a loan against the Municipal State Share piece. The chart on the presentation shows that the revenues are so much stronger, which means you have so much more income available for this debt. That is a credit feature. All things being equal, the analyst will rate you higher because of the amount of income you

have coming in relative to the cost of the debt. When you have stronger credit, the analyst will be assessing that revenue stream, and it gives you more fixability as a city. One of the negatives of the Finance Authority is that they are going to require that you have a debt service reserve fund in place. It is a reserve worth about \$300,000 on this financing, that you will be required to keep in place for the full life of the debt which is 30 years. In the event that the city's revenues dropped, they would go after that revenue to make the next years payment. It is protection for them. Both investors would require it as well, but the bond insurance companies may offer you a solution to that. Slides 4 and 5 of the presentation show the existing debt that exists against the quarter percent that the Chief currently has outstanding. There are 3 debts that are being paid with that. I am also suggesting as part of this, that we clean up some of the debt by just paying those off. The first time I ever met with you, I talked about the number of loans that you have outstanding and would there be an opportunity to clean some of those up. This is the case where we can do that. We can also save a tiny bit of interest, but that is not the reason why it is being done. Slide 5 of the presentation is the Muni-State Share. You have existing debt against that, so we have to factor that in based on what we are structuring. Currently you are roughly paying \$275,000 on the loan with the Finance Authority. It cannot be paid off early, so we will have that outstanding, compared to what we would do here with this deal. Slides 6 and 7 of the presentation show are comparisons. It is 25-year financing. I am solving to get \$4 million to the Chief to fix up the facility. On page 6 shows the public bond market deal. We are trying to put \$4 million in the project fund to build that facility. The numbers shown on the presentation are all based on a prior transaction that we looked at in the market for a different community. We would spend \$32,000 on a bond insurance policy, and a surety policy. The bond insurance company will put up the reserve fund for you. You pay them a premium, and they will put up that \$300,000 for you, and should the situation occur that the city's revenues drop and they can't make the payment, the investors would go after that reserve fund at that company, and then we would all get together and talk about how to fix everything over that next year. The reserve fund protects you for a year, and then we would have to come back and figure out how to fix things, but for that service, they will charge you \$32,000. The underwriter would need another bank, because I am your fiduciary financial advisor, and I can't participate in selling bonds, so we would have to engage in an underwriting firm, and their total cost is roughly around \$35,000. Chris and I are also involved, and our fees are based on the fee schedule you already have approved. Then there is a small residual amount that is left over. That is what the market deal looks like. All in all, you are paying around \$7.33 million for that financing which includes principal and all of the interest over 25 years. The Finance Authority is going to require a reserve fund, so you would have to borrow the \$4 million, plus the reserve fund, and the fees. The fees are lower in this case, but you are still borrowing a higher amount, and when you look at your new debt service, you are paying \$7.479 million, so in this case the bond market is a better deal for you because you are not having to borrow as much money from the bond market. That is the recommendation that I am making as we move forward on the transaction. There are a lot of moving parts here. It is new to the city, but it is not new to Chris or I.

Mayor Pro-Tem Hechler: The problem is that we may be taking potential money from other sources. In other words, we could use that money elsewhere if we needed to, so

what we need to figure out is what our priority is, and is this a priority that we want over some other structures, or other systems that we need in the city. Is that correct?

Mark Valenzuela, Bosque Advisors, LLC: Yes, sir that is correct. I structured this to ensure that the 0.25% that the Chief already has in place is sufficient to cover it. It is not a decision about water systems or wastewater systems with GRT pledge, it is a decision for the Chief and how he wants to use the 0.25% that he already has in place.

Mayor Pro-Tem Hechler: The Chief would usually use the 0.25% for other things. In the past we used it for vehicles, so in the future we will have to come up with another source for that and other things such as training, so there will be a detriment to other things if we decide to go this way, so we have to really decide if this is essential for us to do, knowing that we are going to have to make up that money somewhere.

Commissioner Harrelson: I am assuming that the resources we would have to find from other areas would be short term. Correct?

Mark Valenzuela, Bosque Advisors, LLC: You have some existing debt that will pay off in 5 years, so it would be about a 5-year period. When that falls off the books, then you will have some more capacity there for those things.

Chief of Police Tavizon: I plan on seeking out some grant revenue to purchase vehicles. I am in contact with the Sheriff's Department, and we are already participating in the Stone Garden grant, and that also allows for the purchase of a vehicle.

Commissioner Fahl: So, you are comfortable with this money being dedicated for this potential new facility?

Chief of Police Tavizon: Yes ma'am.

Chris Muirhead, Modrall Sperling: In terms of the ordinance, this is just an introduction. The ordinance is what would ultimately approve authorizing debt after \$4.5 million with the Muni-State Share Gross Receipts Tax pledge. I think what you would do here is give guidance to staff and the team on whether or not you would like to pursue the public financing option process, and keeping the Finance Authority option on the table.

Mayor Pro-Tem Hechler: The structure of the building is good, and I think it makes more sense to use a building like that, in the location that it is in because the base is there that we can build upon vs. building a whole new building somewhere else, so financially that makes more sense to me.

Mayor Pro-Tem Hechler made a motion to allow city management to pursue the avenue of a public sale for bonds for this building as a first, but keeping the private

sale under NMFA on the table in case we need to, but to go ahead and get the information that we need to move forward with this. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G2. Discussion/Action: Publication of Ordinance No. 756 authorizing issuance and sale of \$4,500,000 City of Truth or Consequences Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023 for the purpose of acquiring, constructing, furnishing, equipping, beautifying and making improvements to a Law Enforcement Facility.

Chris Muirhead, Modrall Sperling: This ordinance is just introduction. The actual consideration would be at the November Commission meeting. What it does is memorialize an action by the Commission for what Mr. Valenzuela was talking about. This highlights the differences of the USDA debt that was the pledge of your water system revenues on your G.O. bond, and this one which is just a pledge of the Muni-State Shared Gross Receipts Tax. Internally, you can decide how you want to pay the debt, and use legally available funds to do that, which would be the Muni-State Shared Gross Receipts Tax. It also leaves open the option of whether you decide to do a public marketing or through a private placement with a bank/lender such as NMFA. It delegates authority if and when you decide to adopt this ordinance to the Mayor and Manager to accept the final terms and parameters of \$4.5 million, and at that point you would make a decision with this ordinance of how you want this bond money to be spent. In this case, it is drafted for the law enforcement complex and facility in interest rates not to exceed 12%. They are higher, but they are still not bad. The approval would be, approving the scope it, and delegating to the Mayor and Manager to accept the final terms. We will go through this in a lot more detail in November. This is just an introduction. If this is adopted in November, we would wait for any protest period before we sold the bonds, just to make sure that we don't get ahead of things.

Commissioner Fahl: Me personally, and I think probably all of us up here are totally in support of using that building for our community. I think it is a wonderful thing. I hate to see those buildings just rot away, and as we all know here, if you don't use it, it will collapse so putting that building back into use is wonderful. We all understand that the current facility is not adequate, and we want to support moving it, so if this is a feasible way to go, then I am excited about that.

Commissioner Fahl made a motion to approve Ordinance No. 756 authorizing issuance and sale of \$4,500,000 City of Truth or Consequences Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023 for the purpose of acquiring, constructing, furnishing, equipping, beautifying and making improvements to a Law Enforcement Facility for publication. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. NEW BUSINESS:

- 1. Discussion/Action: Financing Options for the Law Enforcement Facility.**

Item H1 was moved after item G1.

- 2. Discussion/Action: Out of State Travel Pertaining to Law Enforcement Funding Option.**

Mark Valenzuela, Bosque Advisors: As I mentioned earlier, this transaction being sold on the public market would require a bond rating, and my recommendation is to visit the analyst in person. Originally, when we were talking about this, I think we were talking about the chief participating in that. I think that the Mayor and the City manager should participate in it as well. However, it is your choice on who goes. I am roughly estimating about \$2,200 per person to go either to New York, and it would be around \$1,800 per person to go to San Francisco. This agenda item is to get your approval so your team can travel to meet with rating analysts and bond insurance companies either in San Francisco or New York.

Mayor Pro-Tem Hechler made a motion to approve Out of State Travel for 3 people to go to either New York or San Francisco to speak with rating analysts and bond insurance companies for the Law Enforcement Funding. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

- 3. Discussion/Update: Spaceport America Presentation. Charles Hurley and Dr. Francisco Pallares**

Item was removed from the agenda.

- 4. Discussion/Update: Water Update.**

Arnie Castaneda, Water/Wastewater Director gave reported the following:

- Our active leak list has about 30 active leaks. We have slowed down a bit in trying to repair the leaks because our Vactor truck is currently in Las Cruces being repaired. The cost for the repair is approximately \$13,500. We use it a lot on a daily basis, and it needs some repairs. We are continuing to repair leaks with our backhoe. However, it is a slower process, so we are not keeping up like we normally do.
- We had a line break on September 25th in the intersection of Magnolia and 4th. The crew ended up working 18 hours straight. The guys were there from late afternoon

to around 6:00 a.m. the following day, but we did get it repaired. At the same time, there was another leak on 3rd Street. We had to procure Smith Co. to help us with that one. Both crews were working simultaneously. The leak on 3rd Street was a cast iron pipe. He thinks that it was due to a shift in the soil, because the cast iron pipe cracked. It did not bust or break like our normal pipes do. It cracked along the side of the pipe. Smith Co. replaced a piece of it, and the cast iron pipe was corroded. It was an old pipe. He thinks that it had been there since the 40's or 50's. Inside of the pipe looked like a clogged artery, and he has no idea how the water is flowing through it. They spliced in a brand-new piece of pipe, so you can imagine the water pressure coming in through the brand-new pipe, and then hitting another "clogged artery". After that they started getting leak after leak, after leak.

- We are on our 4th leak on 3rd Street. He asked Smith Co. for a quote to replace the whole section in that area, which would be a block long. He is waiting on their quote to see how that comes out. These are the type of things we are dealing with right now. These leaks are just continuing. We fix one, and another one appears 20 ft. down the road, and another one appears after that.
- As for the McAdoo Project, we are working on trying to install a water line, but we are having trouble with the water table right now, and that is going to be very hard for us. We don't have the equipment for that. We are trying to work around it, and we will see what we can do about that.
- He attended a Water Trust Board meeting in Santa Fe last week. He did a presentation for infrastructure, requesting funds for \$16 million with a \$1.6 million match. Wilson & Company who are the engineers went for technical assistance, as well as Kathy Elliot with our city Lobbyist firm. The board approved a waiver for the city on the Morgan Booster project, and the Cantrell Dam project. There is \$150 million available in funds for communities, but there is \$300 million in requests right now. The board was willing to issue waivers on some of these projects so that they can expend this money. The communities that have funds from 2018 and 2019 were not approved, but communities like T or C whose funds are from 2020, our completion dates were within reach. In our case, he thinks it is 2024 for both the Booster and Cantrell Dam project so they decided to give us the waiver so we can qualify for these funds, with the understanding that we keep our completion dates as early as possible. If we deviate from those completion dates then the request that we have for our infrastructure might be in jeopardy. They made that very clear to the communities. They asked many questions of all of the communities about how many people will be affected, and he mentioned that our entire community including Williamsburg would be affected. They asked if we had an engineer and if we had any engineering plans. Mark Nassy was there and he answered some of those questions. All in all, he thinks that we have a very good chance of getting these funds.

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

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

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

6. Discussion/Action: Approve LERF grant funding for additional positions.

Chief of Police Tavizon: One of our units were in an accident, and it had less than 10,000 miles on it. They wanted me to total it out, but about time you pay \$24,000 in the equipment that it has, you are looking at \$70,000 for a new vehicle. I couldn't buy a brand-new vehicle for \$24,000 so once that is fixed, that will be back on the street. It will also be refunded by our insurance, so we get reimbursed. The state did something pretty unique that they haven't done in a while. They reached out to department heads, and they asked what they need in the community to help them fight crime, and lower some of the stats that are across the states where the crime has gone up. Some of the things that I looked at in this community is some of the drug problems that we have for the interstate. Fentanyl hitting the street pretty hard. We have had some officers doing some pretty amazing busts here, and that is just the stuff that we catch, and the stuff that we are not catching is still out there on the street effecting our community members, so the state made this funding available for Municipalities and other state and local agencies. I asked for an investigator, an evidence tech, and a police officer position. During the application process they came back and awarded us a total of \$393,750.00 over 3 years. A little bit of a hang up we have, which is a decision that you all are going to have to make on whether or not we are going to expand with additional officers to help fight our crime problem. This will fund 100% the first year, up to \$225,000 for salaries and benefits for the positions that we ask for. So, I can get 2 new officers, and an additional investigator to help on the task force. The only issue is the second year because they will only fund 50% of that for the second year, so the city is going to have to absorb that, and they will only fund a quarter percent of salary and benefits for the third year, and the city will have to pay out of our budget for those 2 years. The money is free. We won't have to pay anything back. It will be given to us under these specific conditions. There is no stipulation in the grant, but there have been other grants in the past where the city would have to absorb it for 3 additional years after that 3-year term. This is just up to 3 years, and we can either absorb them with vacancies that may be open in the future or we will have to make a decision to keep them. The packet explains the details of what is permitted. I am looking into whether or not we can currently fund the new evidence tech position under it, or if I can only spend what is given after you all approve it.

Commissioner Harrelson: If you get a new building, you are wanting to possibly house the state police in there. If so, will they have their own evidence tech?

Chief of Police Tavizon: We would probably be doing it because the way it works now is the state police T or C section is taken to Socorro, so it would be a temporary holding spot for them here in a secured evidence vault, and then they would make arrangements to transport it there.

Commissioner Harrelson: So, what I am hearing is that there can be an MOU discussed after that, so for the second year, we can pay half and they can pay half for the evidence tech in that room? I am just trying to look at a way to spread the money and keep the people.

Chief of Police Tavizon: Yes, ma'am that could be a potential.

Commissioner Fahl moved to approve the LERF grant funding for additional positions. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: TCS-24-01 Airfield Maintenance and Consumables Grant.

Assistant City Manager Alvarez: This is the regular NMDOT Aviation grant that is allocated every two years for airfield maintenance. 2 years ago, it went from an annual grant of \$11,000 to a bi-annual grant of \$20,000 grant funds and \$2,000 in cash match. We purchase all variety of different items for maintenance out there. The packet includes the requested items that could potentially shift around depending on what our needs are, but the biggest focus that we have on these is fixing the hangar doors.

Mayor Pro-Tem Hechler moved to approve the TCS-24-01 Airfield Maintenance and Consumables Grant. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Approval of ORDINANCES/RESOLUTIONS/ZONING:

G1. Discussion/Action: Resolution No. 14 23/24 Budget Adjustment Request.

Kristie Wilson, Finance Director: The one we just discussed for the Airfield Maintenance is #13 on the budget adjustment request. The other one is the addition to the water truck that is #9 on the budget adjustment request.

Commissioner Fahl moved to approve Resolution No. 14 23/24 Budget Adjustment Request. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

NEW BUSINESS CONTINUED...

8. Discussion/Action: NCA Architects Fee Proposal for Animal Shelter Renovations/Kennel Addition.

Assistant City Manager Alvarez: Normally this would come in front of you as a purchase requisition request, but being that this funding is through capital appropriation, there is quite a process and procedure that we have to go through before we get through the purchase order process. Given the fact that we are only going to have one meeting in November and one meeting in December, what I am bringing to you is the approval of the proposal, and in essence you are approving the purchase order in the future as it goes through as well. It would be for the amount that is allocated which is \$34,921 for GRT. This is going to be for the full design and construction oversight for the Animal Shelter.

Commissioner Fahl moved to approve the NCA Architects Fee Proposal for Animal Shelter Renovations/Kennel Addition. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Review, Approve and/or Allocate Funds for the Veteran's Memorial Park & Museum Remaining Fiscal Year Billboard rental.

Tammy Gardner, Executive Assistant reviewed the Veteran's Memorial Park & Museum Lodgers Tax Application provided in the packet, and stated that the requested amount was \$3,834.12, but only \$2,875.59 was approved by the Lodgers Tax Advisory Board because they were coming to us before the fiscal year, so we can only pay for November through June.

Mayor Pro-Tem Hechler made a motion to allocate \$2,875.59 to the Veteran's Memorial Park & Museum for the remaining fiscal year Billboard rental. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer.

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

Motion carried with a 3-0 vote, 1 abstained.

10. Discussion/Action: Review, Approve and/or Allocate Funds for the Veteran's Memorial Park & Museum Veteran's Day Celebration.

Tammy Gardner, Executive Assistant reviewed the Veteran's Memorial Park & Museum Lodgers Tax Application provided in the packet, and stated that the requested amount was \$503.00, and the full amount was approved by the Lodgers Tax Advisory Board.

Mayor Pro-Tem Hechler made a motion to allocate \$503.00 to the Veteran's Memorial Park & Museum for the Veteran's Day Celebration. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Shelly Harrelson, Commissioner voted aye

Hon. Amanda Forrister, Mayor voted aye

Hon. Rolf Hechler, Mayor Pro-Tem voted aye

Hon. Merry Jo Fahl, Commissioner voted aye

Motion carried with a 3-0 vote, 1 abstained.

11. Discussion/Action: Review, Approve and/or Allocate Funds to the Friends of New Mexico Film.

Tammy Gardner, Executive Assistant reviewed the Friends of New Mexico Film Application provided in the packet, and stated that the requested amount was \$48,000.00, but only \$2,300.00 was approved by the Lodgers Tax Advisory Board because the application lists multiple projects instead of one individual project. It was unclear to the board what they could appropriate correctly, and there were a lot of things that were ineligible for Lodgers Tax Funds. This amount was allocated until more clarification is brought to the board for specific projects.

Commissioner Fahl made a motion to allocate the Lodgers Tax Advisory Boards recommended amount of \$2,300.00 to the Friends of New Mexico Film. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Action: Review, Approve and/or Allocate Funds to MainStreet Truth or Consequences.

CITY COMMISSION OCTOBER 11, 2023 REGULAR MEETING MINUTES

Tammy Gardner, Executive Assistant reviewed the MainStreet Truth or Consequences Lodgers Tax Application provided in the packet for the 2nd Saturday Art Hop. She stated that the requested amount was \$2,875.10, and the full amount was approved by the Lodgers Tax Advisory Board.

Mayor Pro-Tem Hechler made a motion to allocate \$2,875.10 to MainStreet Truth or Consequences. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

13. Discussion/Action: Annual request to hold one meeting in November and December 2023.

City Clerk Torres: This is our annual request to hold one Commission meeting in November, and one Commission meeting in December. The November meeting would be on November 15, 2023 and the December meeting would be on December 13, 2023.

Mayor Pro-Tem Hechler made a motion to approve the annual request to hold one meeting in November on November 15th and one meeting in December on December 13th 2023. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 11:50 a.m.

Passed and Approved this 25th day of October, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

City of Truth or Consequences, New Mexico

October 11, 2023

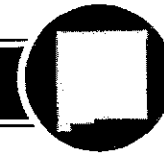
Financing the Law Enforcement Facility

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Bosque
Advisors, LLC



Overview of Financing

- \$4 million for law enforcement facility
 - Up to 30-year term to ensure affordability.
 - Bond rating with credit enhancement features
 - Debt service reserve fund may be mitigated
- Pledge: Muni-State Share Gross Receipts Tax
 - Strong revenue, good debt service coverages.
 - As a legal pledge of revenue, the bonds will be rated by bond rating agencies higher than with a single quarter percent increment.
 - Credit strength will lower interest cost and provide City flexibility.
- Repayment Source: 0.25 percent GRT
 - Current GRT will be used to repay the debt.
 - Will structure to ensure revenue is sufficient to cover the annual payment
 - Will structure around existing debt or payoff loans if possible.
- Credit rating
 - City has not been rated by bond rating agencies.
 - Will be the first time and will be important to structure the financing effectively to ensure good bond rating.
 - Recommend meeting in person with rating analysts.

City of TorC, NM - Gross Receipts Tax Structure

	First 6 Months, 2022	Last 6 Months, 2022
State Share	3.7750%	3.7750%
Muni-State Share	1.2250%	1.2250%
City of TorC local option	1.6875%	1.6875%
Sierra County local option	1.6875%	1.6875%
Total GRT Rate	8.3750%	8.3750%

Fiscal Year	Total GRT Collections	State Share (1.225%)	One quarter increment (0.25%)
2018	\$ 3,071,157	\$ 1,270,908	\$ 259,369
2019	3,587,044	1,485,206	303,103
2020	3,644,850	1,483,322	302,719
2021	3,761,612	1,524,083	311,037
2022	4,277,376	1,747,634	356,660
2023	5,886,072	2,347,145	479,009
Five year average		\$ 1,717,478	\$ 350,506



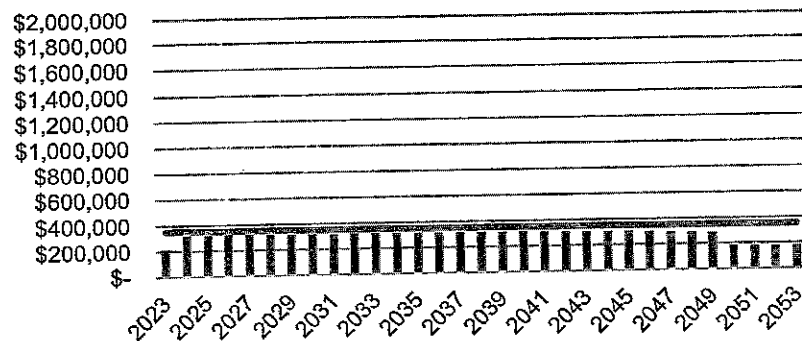
30-year financing with MGRT

- Minimum debt service (DS) coverage
 - Will not meet the current DS tests.
- Additional bonds tests (ABT)
 - Will not meet the current ABT threshold tests.
- Existing debt on parity lien
 - Will need to seek a subordinate lien financing structure.
 - Weakens the credit quality.
- Debt service reserve fund (DSRF)
 - Will be more difficult to acquire credit enhancements

30-year financing with Muni-State Share GRT

- Minimum debt service (DS) coverage
 - Will exceed the current DS tests.
- Additional bonds tests (ABT)
 - Will exceed the current ABT threshold tests.
- Existing debt on parity lien
 - Can issue as senior lien
 - Strengthens the credit quality.
- Debt service reserve fund (DSRF)
 - Credit enhancements will be readily available from market.

City of T or C, NM:
New \$4 million GRT Bonds
Law Enforcement Facility

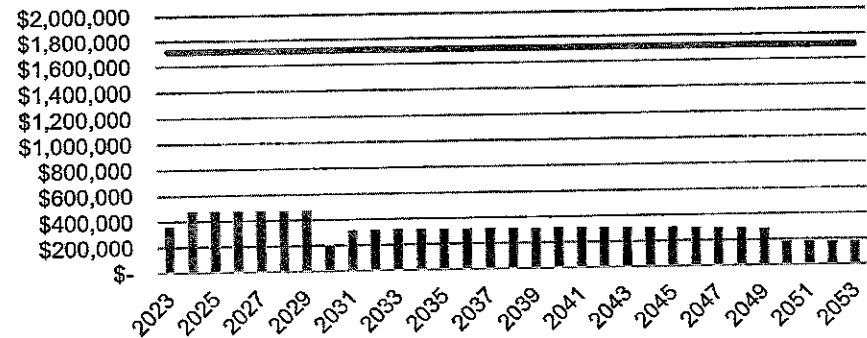


Existing Debt \$4 million GRT Bond* Revenue

Source: NMFA Files

Note: New money is preliminary, subject to changing market conditions and structures.

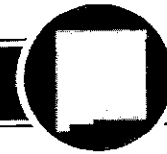
City of T or C, NM:
New \$4 million GRT Bonds
Law Enforcement Facility



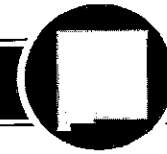
Existing New \$4.42 million GRT Bond* Revenue

Source: NMFA Files

Note: New money is preliminary, subject to changing market conditions and structures.



Issuer: Type: Series: Dated Date Original Par: Current Par: Pledge: DSRF: Call Option Due:	Truth or Consequences GRT Revenue Debt PPRF-1850 - NMFA Loan 4/14/2006 \$265,152 \$44,165 GRT - 0.25% DSRF: \$15,151 10 years from issuance 5/1			Truth or Consequences GRT Revenue Debt PPRF-4895 - NMFA Loan 5/17/2019 \$103,833 \$20,994 GRT - 0.25% On NMFA approval 5/1			Truth or Consequences GRT Revenue Debt PPRF-5198 - NMFA Loan 9/18/2020 \$1,124,189 \$822,863 GRT - 0.25% DSRF: \$112,419 Not callable 5/1			TORC NMFA Loans Total Debt Service \$888,022		
	Principal	Interest	Annual DS	Principal	Interest	Annual DS	Principal	Interest	Annual DS	Principal	Interest	Annual DS
2023	-	-	-	-	-	-	-	-	-	-	-	-
2024	14,510	541	15,051	20,994	-	20,994	115,699	5,463	121,162	151,203	6,004	157,207
2025	14,719	369	15,088	-	-	-	116,127	5,035	121,162	130,846	5,404	136,250
2026	14,936	189	15,125	-	-	-	116,626	4,535	121,161	131,562	4,725	136,287
2027	-	-	-	-	-	-	117,279	3,882	121,161	117,279	3,882	121,161
2028	-	-	-	-	-	-	118,089	3,073	121,162	118,089	3,073	121,162
2029	-	-	-	-	-	-	119,010	2,152	121,162	119,010	2,152	121,162
2030	-	-	-	-	-	-	120,033	1,128	121,161	120,033	1,128	121,161
Total:	\$44,165	\$1,100	\$45,265	\$20,994	\$0	\$20,994	\$822,863	\$25,268	\$848,131	\$888,022	\$26,367	\$914,389
<u>Notes</u>												
Purpose:	Acquire building for law enforcement			Acquire PD body cameras and equipment			Refinance PPRF #2367 (Nov 2009)					



Issuer: Type: Series: Dated Date Original Par: Current Par: DSRF Pledge Call Provisions: Due:	Truth or Consequences GRT Revenue Debt PPRF-4968A - NMFA Loan 8/30/2019 \$1,433,058 \$863,416 \$135,871 GRT - Muni-State Share (1.225%) Not callable 5/1			Truth or Consequences GRT Revenue Debt PPRF-4968B - NMFA Loan 8/30/2019 \$888,657 \$480,250 \$88,865 GRT - Muni-State Share (1.225%) Not callable 5/1			Truth or Consequences GRT Revenue Debt PPRF-4968C - NMFA Loan 8/30/2019 \$228,432 \$228,432 \$22,843 GRT - Muni-State Share (1.225%) Not Callable 5/1			TORC NMFA Loans Total Debt Service \$1,572,098 \$247,579			Minimum DS Coverage
	Principal	Interest	Annual DS	Principal	Interest	Annual DS	Principal	Interest	Annual DS	Principal	Interest	Annual DS	
2023	-	-	-	-	-	-	-	-	-	-	-	-	-
2024	138,868	12,366	151,234	114,506	6,541	121,047	-	-	-	253,374	18,907	272,281	340,351
2025	140,673	10,700	151,373	115,995	5,158	121,153	-	-	-	256,668	15,858	272,526	340,657
2026	142,642	8,871	151,513	80,176	3,641	83,817	37,444	-	37,444	260,262	12,512	272,774	340,968
2027	144,754	6,903	151,657	81,362	2,528	83,890	37,481	-	37,481	263,597	9,430	273,027	341,284
2028	147,012	4,789	151,801	82,631	1,332	83,963	37,519	-	37,519	267,162	6,121	273,283	341,604
2029	149,467	2,481	151,948	5,580	25	5,605	115,988	-	115,988	271,035	2,506	273,541	341,926
2030	-	-	-	-	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-	-	-	-	-
Total:	\$863,416	\$46,110	\$909,526	\$480,250	\$19,224	\$499,474	\$228,432	\$0	\$228,432	\$1,572,098	\$65,334	\$1,637,432	



Market Pricing

Sources:	
Par amount of financing	4,035,000
Premium	109,922
Cash Contribution	-
Total Sources	\$ 4,144,922
Uses	
Project Fund A Bonds	4,000,000
P&I and Surety Policy for DSRF	32,280
Underwriter Fees	8,070
Underwriter Discount	24,210
Costs of Issuance	76,665
Residual to DS Account	3,697
Total Uses:	\$ 4,144,922

City of Truth or Consequences, NM - Bond Market - 25 year										
Number of Years	Calendar Year	Existing Debt with State Share GRT Pledge			New \$3.78 million GRT Bond*			Total Debt Service, (DS)	GRT (1.225% increment)	
		Principal	Interest	Debt Service	Principal	Interest	Debt Service		DS Coverage	
1	2023	\$ 250,197	\$ 21,842	\$ 272,039	\$ -	\$ 81,457	\$ 81,457	\$ 353,496	\$ 1,717,478	4.86
2	2024	253,374	18,907	272,281	30,000	182,150	212,150	484,431	1,717,478	3.55
3	2025	256,668	15,858	272,526	30,000	180,950	210,950	483,476	1,717,478	3.55
4	2026	260,262	12,512	272,774	30,000	179,750	209,750	482,524	1,717,478	3.56
5	2027	263,597	9,430	273,027	35,000	178,250	213,250	486,277	1,717,478	3.53
6	2028	267,162	6,121	273,283	35,000	176,500	211,500	484,783	1,717,478	3.54
7	2029	271,035	2,506	273,541	35,000	174,750	209,750	483,291	1,717,478	3.55
8	2030	-	-	-	35,000	173,000	208,000	208,000	1,717,478	8.26
9	2031	-	-	-	175,000	171,425	346,425	346,425	1,717,478	4.96
10	2032	-	-	-	180,000	162,675	342,675	342,675	1,717,478	5.01
11	2033	-	-	-	185,000	153,675	338,675	338,675	1,717,478	5.07
12	2034	-	-	-	190,000	144,425	334,425	334,425	1,717,478	5.14
13	2035	-	-	-	195,000	134,925	329,925	329,925	1,717,478	5.21
14	2036	-	-	-	200,000	125,175	325,175	325,175	1,717,478	5.28
15	2037	-	-	-	205,000	115,175	320,175	320,175	1,717,478	5.36
16	2038	-	-	-	210,000	106,975	316,975	316,975	1,717,478	5.42
17	2039	-	-	-	215,000	98,575	313,575	313,575	1,717,478	5.48
18	2040	-	-	-	220,000	89,975	309,975	309,975	1,717,478	5.54
19	2041	-	-	-	225,000	80,625	305,625	305,625	1,717,478	5.62
20	2042	-	-	-	230,000	71,063	301,063	301,063	1,717,478	5.70
21	2043	-	-	-	235,000	61,288	296,288	296,288	1,717,478	5.80
22	2044	-	-	-	220,000	51,300	271,300	271,300	1,717,478	6.33
23	2045	-	-	-	225,000	41,400	266,400	266,400	1,717,478	6.45
24	2046	-	-	-	230,000	31,275	261,275	261,275	1,717,478	6.57
25	2047	-	-	-	230,000	20,925	250,925	250,925	1,717,478	6.84
26	2048	-	-	-	235,000	10,575	245,575	245,575	1,717,478	6.99
		\$ 1,822,295	\$ 87,176	\$ 1,909,471	\$ 4,035,000	\$ 2,998,257	\$ 7,033,257	\$ 8,942,728	\$ 44,654,425	

*Preliminary, subject to change given different market conditions. Based on recently priced transaction for Parish LA, Law Enforcement Facility
Source: NMFA Debt Files for City of TorC.



Market Pricing

Sources:	
Par amount of financing	4,375,000
Premium	-
Cash Contribution	-
Total Sources	\$ 4,375,000
Uses	
Project Fund A Bonds	4,000,000
Debt Service Reserve Fund	308,994
Underwriter Fees	-
Underwriter Discount	-
Costs of Issuance	65,625
Residual to DS Account	381
Total Uses:	\$ 4,375,000

City of Truth or Consequences, NM - NMFA - 25 year										
Number of Years	Calendar Year	Existing Debt with State Share GRT Pledge			New \$4.375 million GRT Bond*			Total Debt Service (DS)	GRT (1.225% increment)	Revenue Over/(Under) DS
		Principal	Interest	Debt Service	Principal	Interest	New Debt Service			
1	2023	\$ 250,197	\$ 21,842	\$ 272,039	\$ -	\$ 81,457	\$ 81,457	\$ 353,496	\$ 1,717,478	4.86
2	2024	253,374	18,907	272,281	45,000	175,321	220,321	492,601	1,717,478	3.49
3	2025	256,668	15,858	272,526	45,000	173,849	218,849	491,375	1,717,478	3.50
4	2026	260,262	12,512	272,774	45,000	172,427	217,427	490,201	1,717,478	3.50
5	2027	263,597	9,430	273,027	45,000	171,055	216,055	489,082	1,717,478	3.51
6	2028	267,162	6,121	273,283	45,000	169,709	214,709	487,992	1,717,478	3.52
7	2029	271,035	2,506	273,541	45,000	168,364	213,364	486,905	1,717,478	3.53
8	2030	-	-	-	45,000	167,014	212,014	485,820	1,717,478	3.54
9	2031	-	-	-	165,000	165,659	330,659	330,659	1,717,478	5.19
10	2032	-	-	-	170,000	160,643	330,643	330,643	1,717,478	5.19
11	2033	-	-	-	175,000	155,390	330,390	330,390	1,717,478	5.20
12	2034	-	-	-	180,000	149,930	329,930	329,930	1,717,478	5.21
13	2035	-	-	-	185,000	143,918	328,918	328,918	1,717,478	5.22
14	2036	-	-	-	190,000	137,314	327,314	327,314	1,717,478	5.25
15	2037	-	-	-	200,000	130,151	330,151	330,151	1,717,478	5.20
16	2038	-	-	-	205,000	122,291	327,291	327,291	1,717,478	5.25
17	2039	-	-	-	215,000	113,968	328,968	328,968	1,717,478	5.22
18	2040	-	-	-	220,000	105,088	325,088	325,088	1,717,478	5.28
19	2041	-	-	-	230,000	95,848	325,848	325,848	1,717,478	5.27
20	2042	-	-	-	240,000	86,027	326,027	326,027	1,717,478	5.27
21	2043	-	-	-	250,000	75,635	325,635	325,635	1,717,478	5.27
22	2044	-	-	-	260,000	64,685	324,685	324,685	1,717,478	5.29
23	2045	-	-	-	275,000	53,193	328,193	328,193	1,717,478	5.23
24	2046	-	-	-	285,000	40,901	325,901	325,901	1,717,478	5.27
25	2047	-	-	-	300,000	28,047	328,047	328,047	1,717,478	5.24
26	2048	-	-	-	315,000	14,427	329,427	329,427	1,717,478	5.21
		\$ 1,822,295	\$ 87,176	\$ 1,909,471	\$ 4,375,000	\$ 3,122,306	\$ 7,497,306	\$ 9,406,777	\$ 44,654,425	

*Preliminary, subject to change given different market conditions. Assumes a 12/15/23 close date and NMFA weekly rates (Sept 26, 2023).
Source: NMFA Debt Files for City of TorC.

Bosque Advisors, LLC
Municipal Financial & Policy Advisors
New Mexico Public Finance
Albuquerque
(505) 238-2421

Bosque Advisors, LLC, is a municipal advisor firm, registered with the Securities and Exchange Commission and with the Municipal Securities Rulemaking Board. This report was prepared from data believed to be reliable but not guaranteed by us without further verification or investigation, and does not purport to be complete. It is not to be considered as an offer to sell or a solicitation of an offer to buy the securities of the entities covered by this report. Opinions expressed are subject to change without notice.

City of Truth or Consequences, New Mexico

October 11, 2023

Financing the Law Enforcement Facility

Mark Valenzuela

Managing Principal

505-238-2421

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Nathaniel Gomez-Valenzuela

Analyst

505-903-4708

nathaniel@bosqueadvisorsllc.com



Bosque
Advisors, LLC



Overview of Financing

- \$4 million for law enforcement facility
 - Up to 30-year term to ensure affordability.
 - Bond rating with credit enhancement features
 - Debt service reserve fund may be mitigated
- **Pledge: Muni-State Share Gross Receipts Tax**
 - Strong revenue, good debt service coverages.
 - As a legal pledge of revenue, the bonds will be rated by bond rating agencies higher than with a single quarter percent increment.
 - Credit strength will lower interest cost and provide City flexibility.
- **Repayment Source: 0.25 percent GRT**
 - Current GRT will be used to repay the debt.
 - Will structure to ensure revenue is sufficient to cover the annual payment
 - Will structure around existing debt or payoff loans if possible.
- **Credit rating**
 - City has not been rated by bond rating agencies.
 - Will be the first time and will be important to structure the financing effectively to ensure good bond rating.
 - Recommend meeting in person with rating analysts.

City of TorC, NM - Gross Receipts Tax Structure

	First 6 Months, 2022	Last 6 Months, 2022
State Share	3.7750%	3.7750%
Muni-State Share	1.2250%	1.2250%
City of TorC local option	1.6875%	1.6875%
Sierra County local option	1.6875%	1.6875%
Total GRT Rate	8.3750%	8.3750%

Fiscal Year	Total GRT Collections	State Share (1.225%)	One quarter increment (0.25%)
2018	\$ 3,071,157	\$ 1,270,908	\$ 259,369
2019	3,587,044	1,485,206	303,103
2020	3,644,850	1,483,322	302,719
2021	3,761,612	1,524,083	311,037
2022	4,277,376	1,747,634	356,660
2023	5,886,072	2,347,145	479,009
Five year average		\$ 1,717,478	\$ 350,506



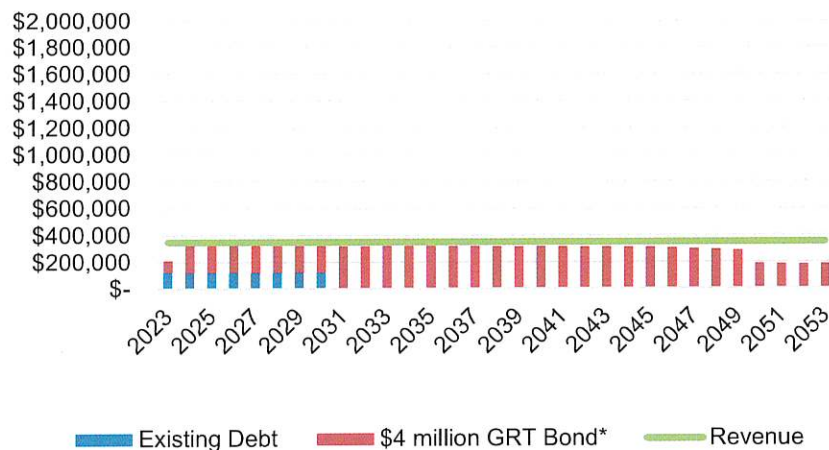
30-year financing with MGRT

- Minimum debt service (DS) coverage
 - Will not meet the current DS tests.
- Additional bonds tests (ABT)
 - Will not meet the current ABT threshold tests.
- Existing debt on parity lien
 - Will need to seek a subordinate lien financing structure.
 - Weakens the credit quality.
- Debt service reserve fund (DSRF)
 - Will be more difficult to acquire credit enhancements

30-year financing with Muni-State Share GRT

- Minimum debt service (DS) coverage
 - Will exceed the current DS tests.
- Additional bonds tests (ABT)
 - Will exceed the current ABT threshold tests.
- Existing debt on parity lien
 - Can issue as senior lien
 - Strengthens the credit quality.
- Debt service reserve fund (DSRF)
 - Credit enhancements will be readily available from market.

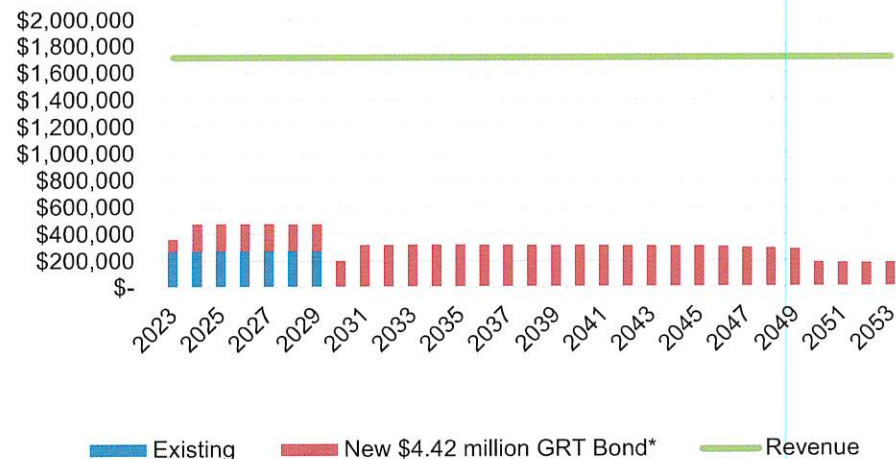
City of T or C, NM:
New \$4 million GRT Bonds
Law Enforcement Facility



Source: NMFA Files

Note: New money is preliminary, subject to changing market conditions and structures.

City of T or C, NM:
New \$4 million GRT Bonds
Law Enforcement Facility



Source: NMFA Files

Note: New money is preliminary, subject to changing market conditions and structures.



Issuer:	Truth or Consequences			Truth or Consequences			Truth or Consequences			TORC		
Type:	GRT Revenue Debt			GRT Revenue Debt			GRT Revenue Debt			NMFA Loans		
Series:	PPRF-1850 - NMFA Loan			PPRF-4895 - NMFA Loan			PPRF-5198 - NMFA Loan			Total Debt Service		
Dated Date	4/14/2006			5/17/2019			9/18/2020					
Original Par:	\$265,152			\$103,833			\$1,124,189					
Current Par:	\$44,165			\$20,994			\$822,863			\$888,022		
Pledge:	GRT - 0.25%			GRT - 0.25%			GRT - 0.25%					
DSRF	DSRF: \$15,151						DSRF: \$112,419					
Call Option	10 years from issuance			On NMFA approval			Not callable					
Due:	5/1			5/1			5/1					
Calendar Year	Principal	Interest	Annual DS	Principal	Interest	Annual DS	Principal	Interest	Annual DS	Principal	Interest	Annual DS
2023	-	-	-	-	-	-	-	-	-	-	-	-
2024	14,510	541	15,051	20,994	-	20,994	115,699	5,463	121,162	151,203	6,004	157,207
2025	14,719	369	15,088	-	-	-	116,127	5,035	121,162	130,846	5,404	136,250
2026	14,936	189	15,125	-	-	-	116,626	4,535	121,161	131,562	4,725	136,287
2027	-	-	-	-	-	-	117,279	3,882	121,161	117,279	3,882	121,161
2028	-	-	-	-	-	-	118,089	3,073	121,162	118,089	3,073	121,162
2029	-	-	-	-	-	-	119,010	2,152	121,162	119,010	2,152	121,162
2030	-	-	-	-	-	-	120,033	1,128	121,161	120,033	1,128	121,161
Total:	\$44,165	\$1,100	\$45,265	\$20,994	\$0	\$20,994	\$822,863	\$25,268	\$848,131	\$888,022	\$26,367	\$914,389
Notes												
Purpose:	Acquire building for law enforcement			Acquire PD body cameras and equipment			Refinance PPRF #2367 (Nov 2009)					



Issuer: Type: Series: Dated Date Original Par: Current Par: DSRF Pledge Call Provisions: Due:	Truth or Consequences GRT Revenue Debt PPRF-4968A - NMFA Loan 8/30/2019 \$1,433,058 \$863,416 \$135,871 GRT - Muni-State Share (1.225%) Not callable 5/1			Truth or Consequences GRT Revenue Debt PPRF-4968B - NMFA Loan 8/30/2019 \$888,657 \$480,250 \$88,865 GRT - Muni-State Share (1.225%) Not callable 5/1			Truth or Consequences GRT Revenue Debt PPRF-4968C - NMFA Loan 8/30/2019 \$228,432 \$228,432 \$22,843 GRT - Muni-State Share (1.225%) Not Callable 5/1			TORC NMFA Loans Total Debt Service \$1,572,098 \$247,579			
Calendar Year	Principal	Interest	Annual DS	Principal	Interest	Annual DS	Principal	Interest	Annual DS	Principal	Interest	Annual DS	Minimum DS Coverage
2023	-	-	-	-	-	-	-	-	-	-	-	-	
2024	138,868	12,366	151,234	114,506	6,541	121,047	-	-	-	253,374	18,907	272,281	340,351
2025	140,673	10,700	151,373	115,995	5,158	121,153	-	-	-	256,668	15,858	272,526	340,657
2026	142,642	8,871	151,513	80,176	3,641	83,817	37,444	-	37,444	260,262	12,512	272,774	340,968
2027	144,754	6,903	151,657	81,362	2,528	83,890	37,481	-	37,481	263,597	9,430	273,027	341,284
2028	147,012	4,789	151,801	82,631	1,332	83,963	37,519	-	37,519	267,162	6,121	273,283	341,604
2029	149,467	2,481	151,948	5,580	25	5,605	115,988	-	115,988	271,035	2,506	273,541	341,926
2030	-	-	-	-	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-	-	-	-	-
Total:	\$863,416	\$46,110	\$909,526	\$480,250	\$19,224	\$499,474	\$228,432	\$0	\$228,432	\$1,572,098	\$65,334	\$1,637,432	



Market Pricing

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Cash Contribution	-
Total Sources	\$ 4,144,922
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Project Fund A Bonds	4,000,000
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Underwriter Fees	8,070
Underwriter Discount	24,210
Costs of Issuance	76,665
Residual to DS Account	3,697
Total Uses:	\$ 4,144,922

City of Truth or Consequences, NM - Bond Market - 25 year										
Number of Years	Calendar Year	Existing Debt with State Share GRT Pledge			New \$3.78 million GRT Bond*			Total Debt Service (DS)	GRT (1.225% increment)	DS Coverage
		Principal	Interest	Debt Service	Principal	Interest	New Debt Service			
1	2023	\$ 250,197	\$ 21,842	\$ 272,039	\$ -	\$ 81,457	\$ 81,457	\$ 353,496	\$ 1,717,478	4.86
2	2024	253,374	18,907	272,281	30,000	182,150	212,150	484,431	1,717,478	3.55
3	2025	256,668	15,858	272,526	30,000	180,950	210,950	483,476	1,717,478	3.55
4	2026	260,262	12,512	272,774	30,000	179,750	209,750	482,524	1,717,478	3.56
5	2027	263,597	9,430	273,027	35,000	178,250	213,250	486,277	1,717,478	3.53
6	2028	267,162	6,121	273,283	35,000	176,500	211,500	484,783	1,717,478	3.54
7	2029	271,035	2,506	273,541	35,000	174,750	209,750	483,291	1,717,478	3.55
8	2030	-	-	-	35,000	173,000	208,000	208,000	1,717,478	8.26
9	2031	-	-	-	175,000	171,425	346,425	346,425	1,717,478	4.96
10	2032	-	-	-	180,000	162,675	342,675	342,675	1,717,478	5.01
11	2033	-	-	-	185,000	153,675	338,675	338,675	1,717,478	5.07
12	2034	-	-	-	190,000	144,425	334,425	334,425	1,717,478	5.14
13	2035	-	-	-	195,000	134,925	329,925	329,925	1,717,478	5.21
14	2036	-	-	-	200,000	125,175	325,175	325,175	1,717,478	5.28
15	2037	-	-	-	205,000	115,175	320,175	320,175	1,717,478	5.36
16	2038	-	-	-	210,000	106,975	316,975	316,975	1,717,478	5.42
17	2039	-	-	-	215,000	98,575	313,575	313,575	1,717,478	5.48
18	2040	-	-	-	220,000	89,975	309,975	309,975	1,717,478	5.54
19	2041	-	-	-	225,000	80,625	305,625	305,625	1,717,478	5.62
20	2042	-	-	-	230,000	71,063	301,063	301,063	1,717,478	5.70
21	2043	-	-	-	235,000	61,288	296,288	296,288	1,717,478	5.80
22	2044	-	-	-	220,000	51,300	271,300	271,300	1,717,478	6.33
23	2045	-	-	-	225,000	41,400	266,400	266,400	1,717,478	6.45
24	2046	-	-	-	230,000	31,275	261,275	261,275	1,717,478	6.57
25	2047	-	-	-	230,000	20,925	250,925	250,925	1,717,478	6.84
26	2048	-	-	-	235,000	10,575	245,575	245,575	1,717,478	6.99
		-	-	-	-	-	-	-	-	-
		\$ 1,822,295	\$ 87,176	\$ 1,909,471	\$ 4,035,000	\$ 2,998,257	\$ 7,033,257	\$ 8,942,728	\$ 44,654,425	

*Preliminary, subject to change given different market conditions. Based on recently priced transaction for Parish LA, Law Enforcement Facility

Source: NMFA Debt Files for City of TorC.



Market Pricing

Sources:	
Par amount of financing	4,375,000
Premium	-
Cash Contribution	-
Total Sources	\$ 4,375,000
Uses	
Project Fund A Bonds	4,000,000
Debt Service Reserve Fund	308,994
Underwriter Fees	-
Underwriter Discount	-
Costs of Issuance	65,625
Residual to DS Account	381
Total Uses:	\$ 4,375,000

City of Truth or Consequences, NM - NMFA - 25 year										
Number of Years	Calendar Year	Existing Debt with State Share GRT Pledge			New \$4.375 million GRT Bond*			Total Debt Service (DS)	GRT (1.225% increment)	Revenue Over/(Under) DS
		Principal	Interest	Debt Service	Principal	Interest	New Debt Service			
1	2023	\$ 250,197	\$ 21,842	\$ 272,039	\$ -	\$ 81,457	\$ 81,457	\$ 353,496	\$ 1,717,478	4.86
2	2024	253,374	18,907	272,281	45,000	175,321	220,321	492,601	1,717,478	3.49
3	2025	256,668	15,858	272,526	45,000	173,849	218,849	491,375	1,717,478	3.50
4	2026	260,262	12,512	272,774	45,000	172,427	217,427	490,201	1,717,478	3.50
5	2027	263,597	9,430	273,027	45,000	171,055	216,055	489,082	1,717,478	3.51
6	2028	267,162	6,121	273,283	45,000	169,709	214,709	487,992	1,717,478	3.52
7	2029	271,035	2,506	273,541	45,000	168,364	213,364	486,905	1,717,478	3.53
8	2030	-	-	-	45,000	167,014	212,014	212,014	1,717,478	8.10
9	2031	-	-	-	165,000	165,659	330,659	330,659	1,717,478	5.19
10	2032	-	-	-	170,000	160,643	330,643	330,643	1,717,478	5.19
11	2033	-	-	-	175,000	155,390	330,390	330,390	1,717,478	5.20
12	2034	-	-	-	180,000	149,930	329,930	329,930	1,717,478	5.21
13	2035	-	-	-	185,000	143,918	328,918	328,918	1,717,478	5.22
14	2036	-	-	-	190,000	137,314	327,314	327,314	1,717,478	5.25
15	2037	-	-	-	200,000	130,151	330,151	330,151	1,717,478	5.20
16	2038	-	-	-	205,000	122,291	327,291	327,291	1,717,478	5.25
17	2039	-	-	-	215,000	113,968	328,968	328,968	1,717,478	5.22
18	2040	-	-	-	220,000	105,088	325,088	325,088	1,717,478	5.28
19	2041	-	-	-	230,000	95,848	325,848	325,848	1,717,478	5.27
20	2042	-	-	-	240,000	86,027	326,027	326,027	1,717,478	5.27
21	2043	-	-	-	250,000	75,635	325,635	325,635	1,717,478	5.27
22	2044	-	-	-	260,000	64,685	324,685	324,685	1,717,478	5.29
23	2045	-	-	-	275,000	53,193	328,193	328,193	1,717,478	5.23
24	2046	-	-	-	285,000	40,901	325,901	325,901	1,717,478	5.27
25	2047	-	-	-	300,000	28,047	328,047	328,047	1,717,478	5.24
26	2048	-	-	-	315,000	14,427	329,427	329,427	1,717,478	5.21
		-	-	-	-	-	-	-	-	-
		\$ 1,822,295	\$ 87,176	\$ 1,909,471	\$ 4,375,000	\$ 3,122,306	\$ 7,497,306	\$ 9,406,777	\$ 44,654,425	

*Preliminary, subject to change given different market conditions. Assumes a 12/15/23 close date and NMFA weekly rates (Sept 26, 2023).

Source: NMFA Debt Files for City of TorC.

Bosque Advisors, LLC
Municipal Financial & Policy Advisors
New Mexico Public Finance
Albuquerque
(505) 238-2421

Bosque Advisors, LLC, is a municipal advisor firm, registered with the Securities and Exchange Commission and with the Municipal Securities Rulemaking Board. This report was prepared from data believed to be reliable but not guaranteed by us without further verification or investigation, and does not purport to be complete. It is not to be considered as an offer to sell or a solicitation of an offer to buy the securities of the entities covered by this report. Opinions expressed are subject to change without notice.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: E.2

SUBJECT: City Commission Workshop Minutes, October 11, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 20, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-25-2023

CITY COMMISSION WORKSHOP MEETING MINUTES
~~CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO~~
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, OCTOBER 11, 2023

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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 Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. WORKSHOP:

1. Public Meeting/Workshop for the Downtown Master Drainage Plan Project.

WH Pacific gave a presentation of the Downtown Master Drainage Plan Project. (Copy of presentation attached hereto and made a part hereof).

Commissioner Fahl: The west arroyo is a joint partnership with the NRCS PL566 program. I think that the maintenance is part of the XDS-4 (listed on the presentation), and that is

part of the Maintenance Plan that the city has in place. That has always been part of that. That is a discharge channel out of that, so that PL566 program includes Morgan Street, and those channels to the river, and this one that captured everything on that side. NMDOT is in charge of XDS-1. I think that we just needed to re-affirm that we need to continue to do our required maintenance on that arroyo.

Commissioner Harrelson: On slide 25 and slide 26. Why are we going to invert it vs. putting old gutters on the side where the curbs are, and drain it out that way like you see in every other city?

WH Pacific: That was the first thing we looked at. There is a lot of land on the north side of the Rio Grande that is not owned by the city, so it would be hard to put in that infrastructure to discharge out to the Rio Grande. These roads are also so flat where it would be hard to get that slope for it to function properly without it silting in.

Commissioner Harrelson: Looking at that, that is private property in that area, so could that be a negotiated agreement between the private property owner and the city on making gutters like that? I am just looking at water flow when we do have a big rain storm filling up our street's vs having it guttered out, and the streets be clear.

WH Pacific: Yeah, definitely. If there can be agreements with the city and private property owners then yeah, they could definitely put in an infrastructure like that.

Mayor Forrister: Is that a better option, putting gutter in vs. doing the hole in the street?

WH Pacific: It could definitely be a suggestion of improvement. I guess the feasibility would come down to the project cost. I can put some figurers together for you.

Mayor Pro-Tem Hechler: What are some of the potential funding sources, and what should we be looking at?

WH Pacific: We can look into that.

Assistant City Manager Alvarez: The Water Trust Board and Colonias does drainage, and there is also Capital Appropriation. In the past we applied for a Master Plan Drainage Plan through one of them. This plan is covered by the Capital Appropriation that we received for \$100,000.

Commissioner Fahl: Where it shows that you want to put some storm drains on Foch Street, isn't that where the hot water ditch is? I don't know if you are aware of that. That is used by most of our commercial bath houses. That has been in place for years. I know there is a lot of water that is already dedicated to that, so when you start looking at studies you are going to have to see what capacity is in the system that is already there. When NMDOT is going to be studying that, can you interact with them, so they can share the information they have.

Assistant City Manager Alvarez: Yes, that is a potential process. Andrew Gallegos is the ~~Engineer on record for the city for the water and sewer line replacement at the~~ roundabouts so he has some contacts with NMDOT.

Gordon Edelheit: I have been a commercial property owner at 517 Austin, and in the last 4 years on Daniels Street there have been several flooding situations. The primary danger is Broadway. I almost went through a window with the sandbag issues that we have. There have been other people that looked at ways of improving this with lift stations, and settling ponds across from Bullocks. Drains and lift stations in the two \$800,000 areas, when you look at those lift stations, and you look at carrying the water off Broadway, putting a settling pond, it is a different yet much more practical approach. Some people have told me that a lift station would better carry the water out, and it would tie into the system. I am hoping that there have been some other alternatives besides this \$9.9 million facing us.

Kathleen Sloan: I didn't understand, when you were saying it is 7ft. of water, were you looking at capacity, or the 100-year flood or were you looking at a flood mark on the arroyo? I didn't understand how you were measuring that.

WH Pacific: It is all put into a model that maps out all of the flooding within the downtown area. That is where the blue shading on the presentation came from. It makes a whole surface, and it applies all of the rain fall and water distribution along that. It was based off of the 100-year flood.

Kathleen Sloan: Where are we in the process of this capital project. When was this approved by the City Commission? We aren't even at the Preliminary Engineering Report stage. I don't understand where we are in the project.

WH Pacific: We are at the planning stage. This is a planning document.

Kathleen Sloan: But it is a Preliminary Engineering Plan.

WH Pacific: Yes.

Kathleen Sloan: Was this associated with the Sierra County Drainage Plan?

Commissioner Fahl: Kathleen, the Sierra County Drainage plan focused on some major arroyos that did not come anywhere to the City of T or C, so it would not benefit their study at all.

Nate Stephens: I want to commend everybody for working on this. Great job. I think it is something that has to be taken care of. Also, on the other side, we need to remember that all of that land is privately owned land when you go on the other side of Wyona and you go over the ditch, that is all privately owned land. This plan is concerning all of the spots that have the potential of development so if we are talking about a drainage plan, lets make sure that we incorporate that so it doesn't get left behind like it has in the

past. So, when we look at this thing, let's look at it as a whole downtown basin, and not just the streets that are paid through funds.

Gordon Edelheit: Has anybody looked at settling ponds and lift stations to get the water associated with the downtown area in several channels. You mentioned if you did that in the middle of those streets, and it went out and it didn't impact the hot water system. That would obviously be a different kind of collection. With lift stations, it is different pricing, but it is far more competitive.

WH Pacific: Thank you for your comments. We will take any feedback that you give us and we will put it back in the reports.

Commissioner Fahl: The city paid for a rainwater catchment study a number of years ago, if we determined using that study, if we factored in some key buildings, that would reduce some of the water impact downtown. That is what that study showed. They focused a lot on Foch Street, and that is why they put in that holding pond, but there were a lot of other options in that plan, so maybe you can get a copy from Traci, so you can see if that would reduce some of the water flow into those streets.

Assistant City Manager Alvarez: I can send that to them. It was the Storm Water Harvesting Plan.

D. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 9:39 a.m.

Passed and Approved this 25th day of October, 2023.

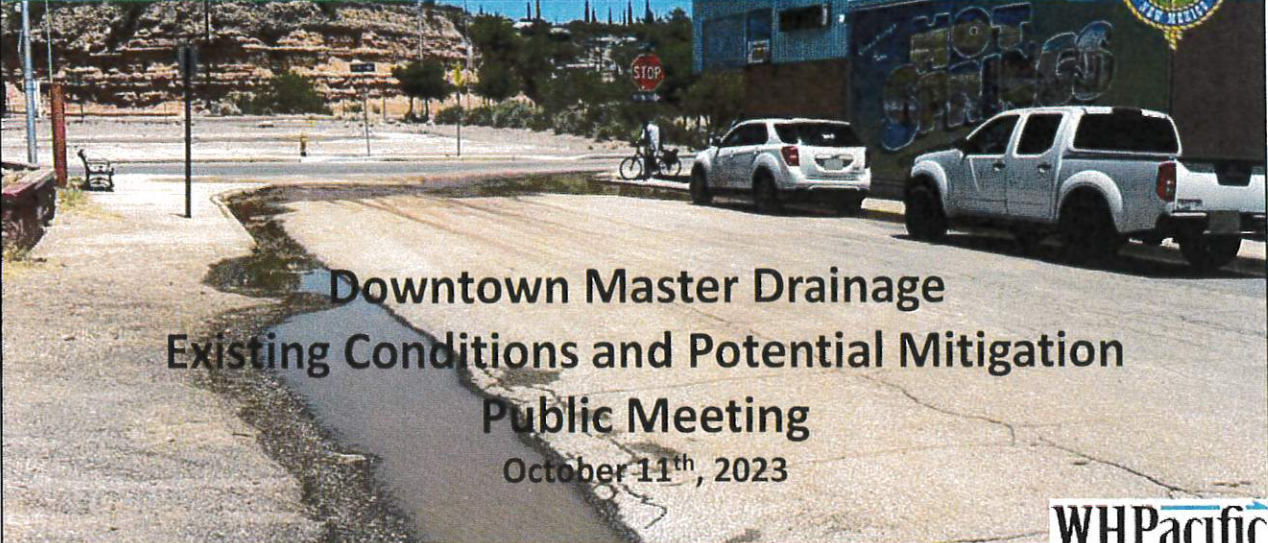
Amanda Forrister, Mayor

ATTEST:

CITY COMMISSION OCTOBER 11, 2023 WORKSHOP MEETING MINUTES

Angela A. Torres, CMC, City Clerk

**Truth of Consequence Downtown
Master Drainage Plan**



**Downtown Master Drainage
Existing Conditions and Potential Mitigation
Public Meeting
October 11th, 2023**

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**T OR C DOWNTOWN MASTER DRAINAGE PLAN
PURPOSE AND SCOPE**



PURPOSE AND SCOPE STATEMENT

The purpose of the Downtown Master Drainage Plan Project is to analyze the two arroyos draining to the downtown area, evaluate existing drainage patterns, and develop and prioritize potential projects to mitigate flooding concerns to improve safety, and improve drainage infrastructure. This may be accomplished by upgrading existing drainage facilities or constructing new facilities.

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Slide 2

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T OR C DOWNTOWN MASTER DRAINAGE PLAN

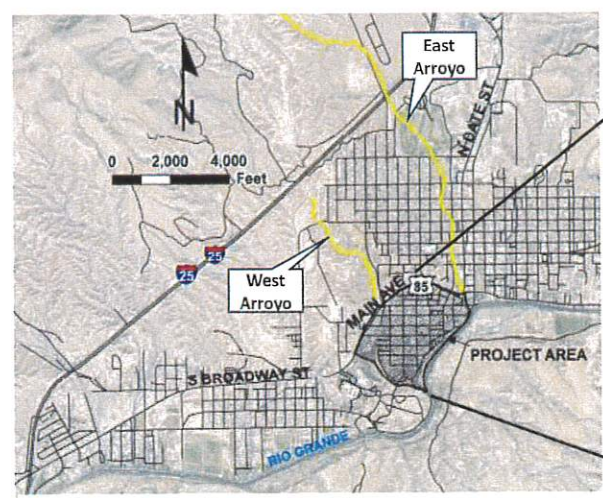


PRESENTATION OVERVIEW

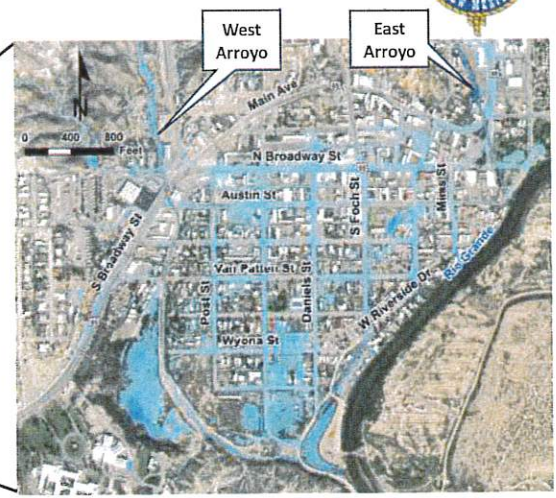
- Project Study Area Extent
- Hydrological Analysis (Existing Conditions)
- Hydraulic Results (Existing Conditions)
 - West Arroyo
 - East Arroyo
 - Downtown Street Drainage
- Suggestions of Improvement
 - West Arroyo
 - East Arroyo
 - Downtown Street Drainage
- Estimated Project Costs
- Project Schedule
- Questions or Comments

3

T OR C DOWNTOWN MASTER DRAINAGE PLAN STUDY AREA



Study Area Extents



Downtown Section

4

T OR C DOWNTOWN MASTER DRAINAGE PLAN EVALUATION



HYDROLOGY EXISTING CONDITIONS

- New Mexico Department of Transportation (NMDOT) criteria used to estimate a 1-percent storm event or 100-year storm event peak flows in the T or C area.
- Estimated stormwater flow were modeled to map out flow flood areas in the T or C area.
- The results includes 100-year water depths shown with blue shading and blue 1-ft contour lines for the water depths.



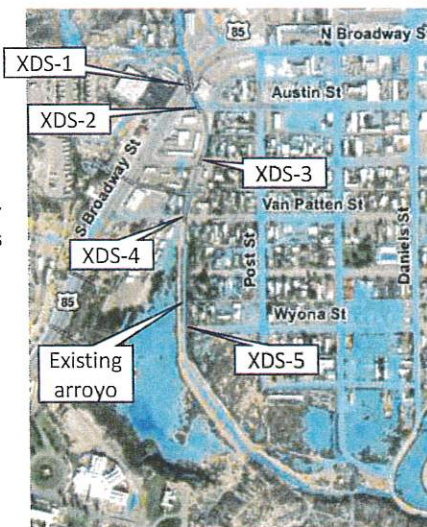
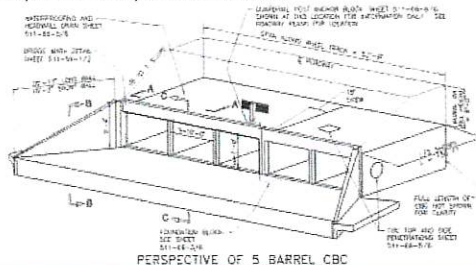
5

T OR C DOWNTOWN MASTER DRAINAGE PLAN WEST ARROYO EVALUATION



WEST ARROYO EXISTING CONDITIONS

- The model done for this area was pre-development of the new Wyona St crossing and development.
- Series of concrete box culvert (CBC) along the west arroyo identified as XDS-#.
- New roadway crossing at XDS-5 with a corrugated metal arch pipe (CMAP) which serves a recently constructed development.
- Culverts are being analyzed for capacity if stormwater overtops roadways in a 100-year storm event.



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T OR C DOWNTOWN MASTER DRAINAGE PLAN WEST ARROYO EVALUATION



XDS-1 WEST ARROYO EXISTING CONDITIONS

- 3 – 132'L x 13'W x 2'H Concrete Box Culvert (CBC)
- Sediment Buildup
- 3-feet of water depth upstream of CBC
- 4-feet of water depth downstream of CBC
- Culvert under a State Road with no access for maintenance.



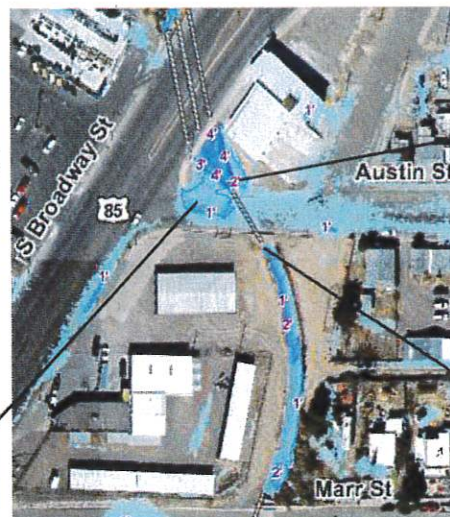
7

T OR C DOWNTOWN MASTER DRAINAGE PLAN WEST ARROYO EVALUATION



XDS-2 WEST ARROYO EXISTING CONDITIONS

- 1 – 73'L x 12'W x 2'H Concrete Box Culvert (CBC)
- 4-feet of water depth upstream of CBC
- 2-feet of water depth downstream of CBC



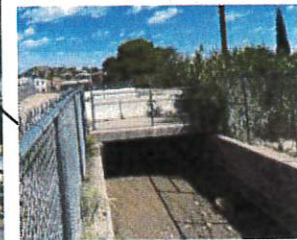
8

T OR C DOWNTOWN MASTER DRAINAGE PLAN WEST ARROYO EVALUATION



XDS-3 WEST ARROYO EXISTING CONDITIONS

- 1 – 67'L x 12'W x 3'H Concrete Box Culvert (CBC)
- 1-foot of water depth upstream of CBC
- 1-foot of water depth downstream of CBC



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T OR C DOWNTOWN MASTER DRAINAGE PLAN WEST ARROYO EVALUATION



XDS-4 WEST ARROYO EXISTING CONDITIONS

- 1 – 63'L x 12'W x 3'H Concrete Box Culvert (CBC)
- 3-feet of water depth upstream of CBC
- 2-feet of water depth downstream of CBC



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T OR C DOWNTOWN MASTER DRAINAGE PLAN WEST ARROYO EVALUATION



XDS-5 WEST ARROYO

EXISTING CONDITIONS

- The flood map model shows the predevelopment of this area.
- 1 – Corrugated Metal Arch Pipe, size and ground surface data unavailable because this was built after it was surveyed.
- Crossing pipe not modeled because pipe did not exist at the time of the existing analysis



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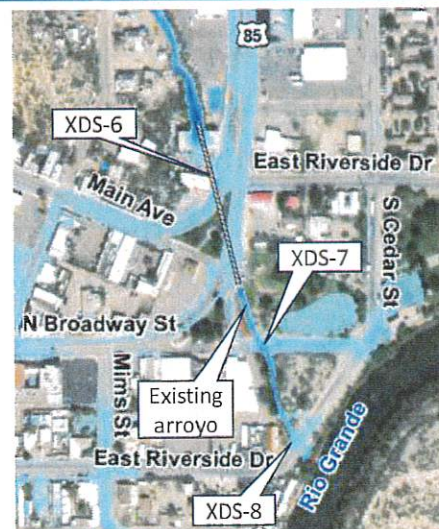
T OR C DOWNTOWN MASTER DRAINAGE PLAN EAST ARROYO EVALUATION



EAST ARROYO

EXISTING CONDITIONS

- 1 concrete box culvert (CBC) along the east arroyo identified as XDS-#.
- 2 roads where stormwater flows over roadway before discharging into Rio Grande. Also identified these areas as XDS-#.



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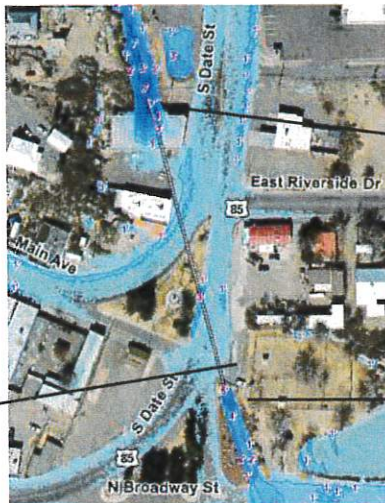
12

T OR C DOWNTOWN MASTER DRAINAGE PLAN EAST ARROYO EVALUATION



XDS-6 EAST ARROYO EXISTING CONDITIONS

- 1 - 408'L x 13'W x 5'H Concrete Box Culvert (CBC)
- 7-feet of water depth upstream of CBC
- 4-feet of water depth downstream of CBC



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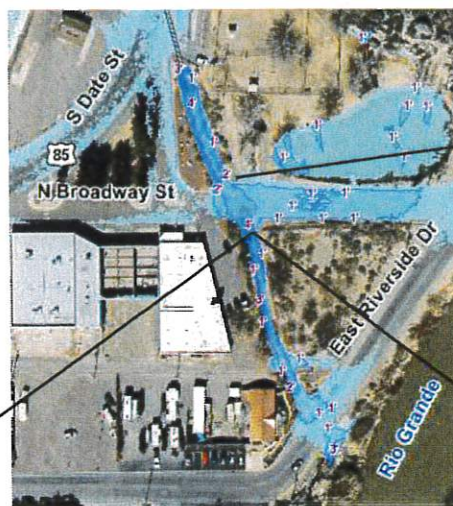
13

T OR C DOWNTOWN MASTER DRAINAGE PLAN EAST ARROYO EVALUATION



XDS-7 EAST ARROYO EXISTING CONDITIONS

- 2-feet of water depth upstream of CBC
- 3-feet of water depth downstream of CBC



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T OR C DOWNTOWN MASTER DRAINAGE PLAN EAST ARROYO EVALUATION



XDS-8 EAST ARROYO EXISTING CONDITIONS

- 2-feet of water depth upstream of CBC
- Discharges to Rio Grande



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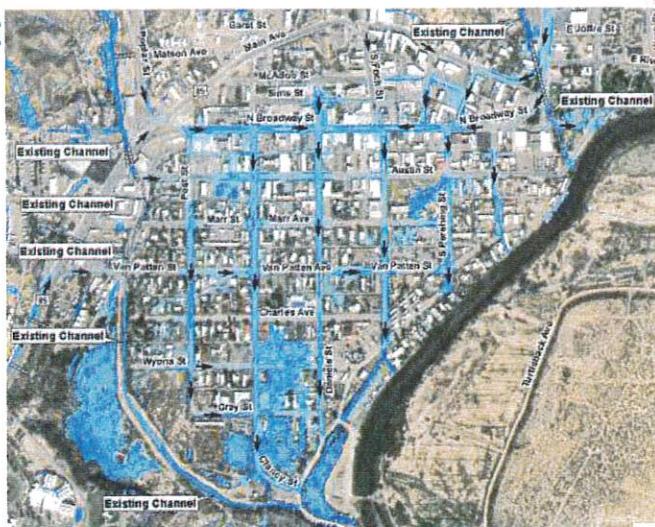
15

T OR C DOWNTOWN MASTER DRAINAGE PLAN ADDITIONAL EVALUATION OF ROADWAY DRAINAGE



DOWNTOWN STREET DRAINAGE EXISTING CONDITIONS

- Rainfall collects along the downtown area and conveys south in the streets eventually discharging into the Rio Grande.
- The drainage from the east and west arroyos have little impact to downtown flood areas.
- Streets in downtown area have little drainage infrastructure to address flooding.



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T OR C DOWNTOWN MASTER DRAINAGE PLAN ADDITIONAL EVALUATION OF ROADWAY DRAINAGE



NORTH BROADWAY STREET DRAINAGE EXISTING CONDITIONS

- N Broadway Street gives access to many local businesses while most of the flooding occurs along this roadway.
- The N Broadway St and Post St intersection receives the most perceived flooding here affecting the nearby business reaching water depths up to 1-foot.



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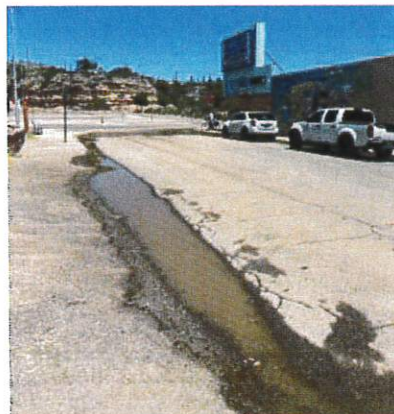
17

T OR C DOWNTOWN MASTER DRAINAGE PLAN ADDITIONAL EVALUATION OF ROADWAY DRAINAGE



N BROADWAY ST AND POST ST INTERSECTION EXISTING CONDITIONS

- This area is a low spot in the roadway. Stormwater drains east down N Broadway St.
- Pavement has been recently repaired and patched at this location. Photos shown are before maintenance.



Looking North To Intersection



Looking South Down Post St

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T OR C DOWNTOWN MASTER DRAINAGE PLAN ADDITIONAL EVALUATION OF ROADWAY DRAINAGE

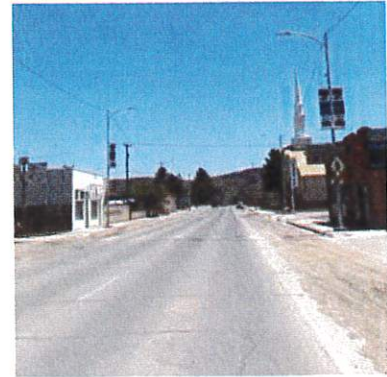


N BROADWAY ST AND EXISTING CONDITIONS

- New Mexico Department of Transportation to repave surface in 2024.
- Construction plans completed for S Foch St north of N Broadway St for roadway and drainage improvements.
- N Broadway has been cleaned and patched by the City.



Looking East Down N Broadway St



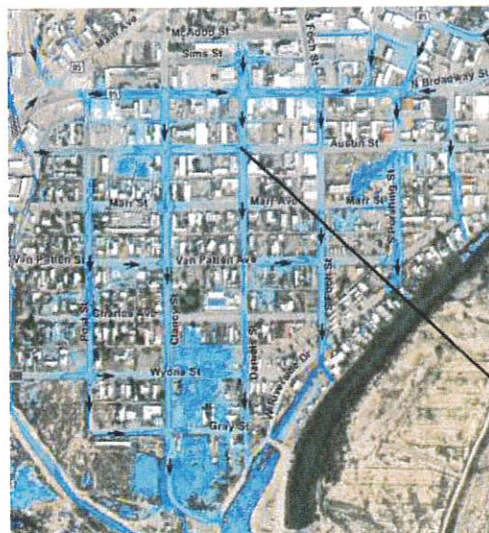
Looking East Down N Broadway St

T OR C DOWNTOWN MASTER DRAINAGE PLAN ADDITIONAL EVALUATION OF ROADWAY DRAINAGE



DOWNTOWN EXISTING DRAINAGE INFRASTRUCTURE

- Existing grate inlets along Date St intercepts flow before it drains into Main Avenue.
- Existing grate inlet at intersection of Austin St and Daniels St. The pipe connected to grate inlet was shallow and ran south.



T OR C DOWNTOWN MASTER DRAINAGE PLAN ADDITIONAL EVALUATION OF ROADWAY DRAINAGE



EXISTING DRAINAGE AT THE RIO GRANDE

- Stormwater is conveyed as surface runoff down S Pershing St and Mims St from N Broadway St.
- Mims St and S Pershing St surface runoff outfalls into Rio Grande through existing concrete channels.



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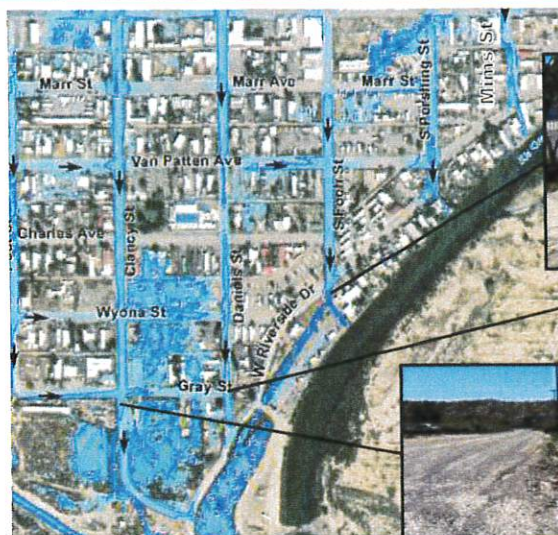
21

T OR C DOWNTOWN MASTER DRAINAGE PLAN ADDITIONAL EVALUATION OF ROADWAY DRAINAGE



EXISTING DRAINAGE AT THE RIO GRANDE

- Stormwater is conveyed as surface runoff down Post St, Clancy St, Daniels St, and S Foch St from N Broadway St.
- S Foch St surface runoff outfalls into an existing concrete channel that feeds into an existing wetland.
- Clancy St and Daniels St surface runoff outfalls into earthen ditches into Rio Grande.



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T OR C DOWNTOWN MASTER DRAINAGE PLAN WEST ARROYO EVALUATION



WEST ARROYO SUGGESTIONS OF IMPROVEMENT

- **Maintenance**
 - Cleaning
- XDS-1 concrete box culvert under S Broadway St/US 85 will require maintenance to remove sediment buildup. NMDOT responsible party for maintenance.
- XDS-2 concrete box culvert has a capacity issue where water is overtopping into roadway. Culvert will also require maintenance due to sediment coming upstream from XDS-1. Clearing out the culvert will increase its capacity.



Downstream of XDS-1



XDS-2 Plan View

T OR C DOWNTOWN MASTER DRAINAGE PLAN EAST ARROYO EVALUATION



EAST ARROYO

SUGGESTIONS OF IMPROVEMENT

- **Storm Drain Improvement**
 - Placing of new culverts
- XDS-7 no culvert under N Broadway St. Installation of a culvert under roadway would require grading of ditch. Ditch property not owned by City. Requires land acquisition.
- XDS-8 no culvert under East Riverside Dr. Installation of a culvert under roadway would also require grading of ditch. Ditch property not owned by City. Requires land acquisition.
- Improvements not feasible due to land acquisition.



Upstream of XDS-7



Upstream of XDS-8



XDS-2 Plan View

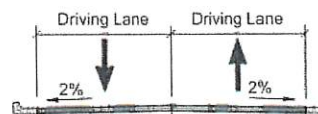
T OR C DOWNTOWN MASTER DRAINAGE PLAN EVALUATION



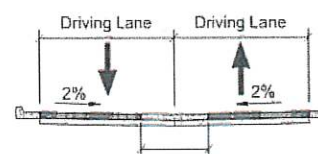
DOWNTOWN T OR C

SUGGESTIONS OF IMPROVEMENT

- **Drainage Improvements**
 - Invert roadway crowns
 - Alter grading at intersection to drain N Broadway south.
- Invert crowns on Post St, S Foch St, S Pershing St, Mims St.
- A 6-ft valley gutter may also be required to improve water conveyance at inverted crowns.
- Clancy St and Daniels St are already inverted and can be improved by installing a 6-ft valley gutter to improve water conveyance.



EXISTING TYPICAL ROAD SECTION



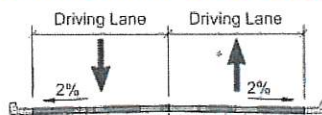
PROPOSED TYPICAL ROAD SECTION

25

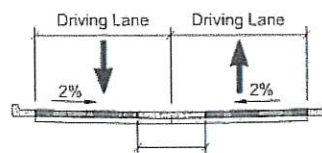
T OR C DOWNTOWN MASTER DRAINAGE PLAN EVALUATION



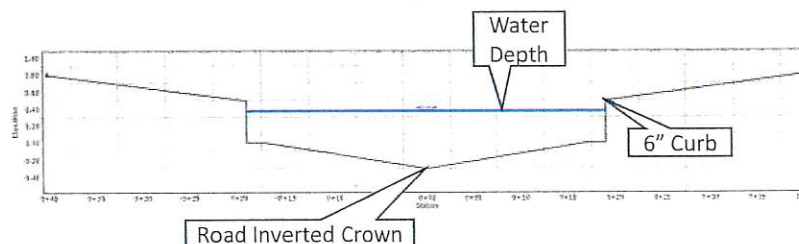
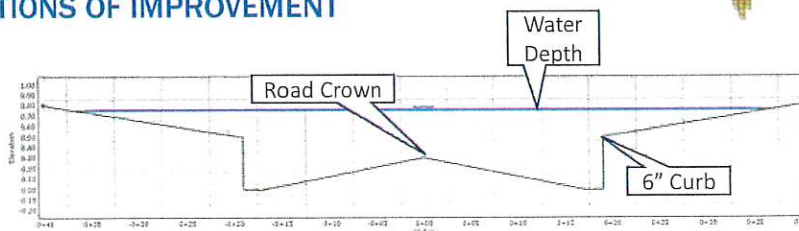
DOWNTOWN T OR C SUGGESTIONS OF IMPROVEMENT



EXISTING TYPICAL ROAD SECTION



PROPOSED TYPICAL ROAD SECTION



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T OR C DOWNTOWN MASTER DRAINAGE PLAN EVALUATION



DOWNTOWN T OR C SUGGESTIONS OF IMPROVEMENT

- Drainage Improvements
 - Invert roadway crowns
 - Alter grading at intersection to drain N Broadway south.



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T OR C DOWNTOWN MASTER DRAINAGE PLAN EVALUATION



DOWNTOWN T OR C SUGGESTIONS OF IMPROVEMENT

- Drainage Improvements
 - Invert roadway crowns
 - Alter grading at intersection to drain N Broadway south.



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T OR C DOWNTOWN MASTER DRAINAGE PLAN EVALUATION



DOWNTOWN T OR C SUGGESTIONS OF IMPROVEMENT

- **Storm Drain Improvements**
 - Placement of new drop/curb inlets as required.
 - Placement of new storm drain
- The roadways in the downtown area are very flat ranging in slopes of 0.2% - 0.8% in the roadways that are conveying stormwater to the Rio Grande (ie. Post St, Clancy St, Daniels St, S Foch St, S Pershing St and Mims St).
- S Foch St has an underground concrete box culvert that drains geothermal water from the museum down to the Rio Grande. It is approximately shown in red.



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T OR C DOWNTOWN MASTER DRAINAGE PLAN EVALUATION



IMPROVEMENT COSTS

LOCATION	IMPROVEMENT COST	IMPROVEMENT DESCRIPTION
POST ST	\$1,900,000	ROADWAY DRAINAGE IMPROVEMENT (INVERTED CROWN)
CLANCY ST	\$800,000	ROADWAY DRAINAGE IMPROVEMENT (6-FT VALLEY GUTTER)
DANIELS ST	\$800,000	ROADWAY DRAINAGE IMPROVEMENT (6-FT VALLEY GUTTER)
S FOCH ST	\$2,600,000	ROADWAY & STORM DRAINAGE IMPROVEMENTS (INVERTED CROWN)
S PERSHING ST	\$1,500,000	ROADWAY DRAINAGE IMPROVEMENT (INVERTED CROWN)
MIMS ST	\$1,100,000	ROADWAY DRAINAGE IMPROVEMENT (INVERTED CROWN)
XDS-1	MAINTENANCE	MAINTENANCE – CULVERT CLEANING
XDS-2	MAINTENANCE	MAINTENANCE – CULVERT CLEANING

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T OR C DOWNTOWN MASTER DRAINAGE PLAN PROJECT SCHEDULE



CURRENT STUDY SCHEDULE

- Existing Conditions Analysis October 11, 2023 **(Complete)**
 - Public Meeting – October 11, 2023
 - Last Day for Public Comments – October 25, 2023
- Finalize Master Drainage Report – December 1, 2023 **(Pending)**
 - Complete Master Plan Writeup – October 25, 2023
 - Complete Internal QC Submittal – November 1, 2023
 - Preliminary Master Plan Submittal to City – November 8, 2023
 - City Review Period – November 22, 2023
 - Final Master Plan Submittal – December 1, 2023
- Begin Preliminary Design – To Be Determined
- Anticipated Construction – To Be Determined

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QUESTIONS OR COMMENTS?



Call Us
505-348-5212

Email Us
Craig.tom@nv5.com

Mail Us
NV5
Attn. T or C Downtown Master Drainage Plan
6501 Americas Pkwy NE, Ste 400
Albuquerque, NM 87110

Comments are requested by October 25

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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: E.3

SUBJECT: Acknowledge Regular Public Utility Advisory Board Minutes, July 17, 2023.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 20, 2023

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

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10/25/2023

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC UTILITY ADVISORY BOARD
MONDAY JULY 17, 2023**

REGULAR MEETING MINUTES

Regular meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, July 17, 2023 at 3:30 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Szigeti.

ROLL CALL:

George Szigeti, Chairman
Jeff Dornbusch, Vice-Chairman
Gil Avelar, Member
Don Armijo, Member
Ken Moran, Member - **Absent**

ALSO PRESENT:

Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Angela A. Torres, City Clerk

1. APPROVAL OF AGENDA:

Vice-Chairman Dornbusch made a motion to approve the agenda.
Member Avelar seconded the motion.
Motion carried unanimously.

2. APPROVAL OF MINUTES:

a. Regular meeting of June 20, 2023:

Vice-Chairman Dornbusch made a motion to approve the minutes with the amendments given to City Clerk Torres.
Member Armijo seconded the motion.
Motion carried unanimously.

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

There were no comments from the public.

4. NEW BUSINESS:

a. Discussion/Update: City Advisory Boards.

Assistant City Manager Alvarez stated that back in the middle of July, the City Commission has tasked her with taking a look at various boards. The City has a lot of advisory boards that haven't been active for many years. They want her to look at cleaning up the municipal code to repeal some of the ordinances, because some of the boards won't be enacted again and then looking at the current board structures because they have a lot of boards that they're having a hard time fully staffing. We have so many boards that we are unable to get full quorums on or get enough people. They want her to take a look to see where they can potentially restructure and combine some of

the boards. They want to take a couple of members from various boards and combine them into one board that covers everything

Vice-Chairman Dornbusch asked if the other boards meet during or after City hours.

Assistant City Manager Alvarez stated that some of them meet during City hours and some meet after City hours.

Vice-Chairman Dornbusch stated that the City should make the boards meet during City hours.

Assistant City Manager Alvarez stated that some boards are unable to meet earlier in the day.

Chairman Szigeti stated that he understands the dilemma of trying to fill the boards and he would like to see younger people join the various advisory boards.

City Clerk Torres stated that she would like all of the advisory boards to be during business hours so that she doesn't have to pay for overtime out of the City's budget.

b. Discussion/Update: Electric Rate Study.

Chairman Szigeti asked Member Armijo if he had any questions or concerns regarding the electric rate study update from the previous meeting that he was not in attendance of.

Member Armijo stated that it was interesting reading of the minutes.

Chairman Szigeti further elaborated that he agrees in general of what the rate study says. He is concerned about the rate increase for the low end consumers and the ones that have difficulties with their bills as it is. He would like to encourage people to conserve water. He would like to see it represented in the electric bills because we should be concerned about energy conservation as well as water. He suggested that they make a break that anything over 750kwh they add half a penny to the kwh charge and anything over 1500kwh we add a full penny to that. It's not a big increase but it does encourage people to keep their usage down. He would like to see a tiered structure.

Member Armijo stated that there has always been a thing about raising the rates ever since he worked for the City, but then they didn't raise it, so unfortunately now, they're at the point they're not able to get loans because they want us to be at the same rate as others. We need to be up to par and stay there so that we can be better off in the future.

Chairman Szigeti stated that he's not opposed to changing it, he is just a little concerned because the biggest percentage wise increase is going to hit the low-end consumers the most, and that's the biggest concern. Our utility department has always been very good about working with the customers who are having trouble with their bills and such. He will leave it to the utility department and the City representatives to handle these on a case by case basis. We do not have a choice but to raise our rates. It's not a huge increase as compared to other parts of the country, this is still way below what many other people are paying.

Assistant City Manager Alvarez stated that at the last meeting she asked the board members to email her with any questions, concerns, or comments regarding the study so that she could pass it on to the people that are doing the study. To date, she has received nothing. They will be having an internal meeting with staff to go over the study one final time and then it will go back to the commission again for their review and potentially accepting the proposed rate schedule which will then have to be formed into an ordinance and then go to another meeting for publication and then a public hearing and final adoption. She urged the board that if they have any questions, concerns, or comments to please get them to the staff so that they can have them addressed by the experts that are doing the study.

Chairman Szigeti stated that he will sum this up and get it to her.

c. Discussion/Action: Proposed sale of Electric Division.

Member Armijo stated that he read over the minutes and feels that he agrees with everything that was stated. He agrees with the statement of: 'what are we even here for'.

Assistant City Manager Alvarez stated that they are just in another phase of the study; the commission has not been provided anything different or any further information from what the board knows. The people that are doing the study are in the process and they haven't been provided anything more. They're just waiting to hear back. The last update that went to commission was the next phase of the study. In the past, Sierra Electric Co-Op had been footing the bill for the studies, so the request was that they split phase 3 with them. The agreement with the commission was they were interested in moving on with the next phase, which is the internal workings in general of the electric department and beyond the assets, but the duties, the staffing, and how things works and how they're structured, the pay information; that's what they're in the process of and they've heard nothing since that meeting.

Vice-Chairman Dornbusch asked who is doing the survey.

Assistant City Manager stated that it is an independent and she doesn't remember the name. It wasn't someone that Sierra Electric or the City picked. This is a very mid-level study and she is comfortable with what is going on.

Chairman Szigeti asked if she knew when it is expected to be completed.

Assistant City Manager Alvarez stated that she doesn't know anything as of yet. They're still doing a lot of informational gathering at this point in time.

Chairman Szigeti stated that they can just table this until they hear anything further. He has seen a number of email posts from a number of Sierra Electric customers that were concerned about this and complaining that they're not getting reliable electric service as it is and why are they even interested in doing this.

5. REPORTS FROM THE BOARD:

Vice-Chairman Dornbusch stated that he took a trip to the wastewater plant today and during the interim when they had the transition and there was nobody running the place, one of the requests that he put out was that they put a barrier around the old clarifiers. The barrier is gone and it's an OSHA violation to have a pitfall like that. He told Arnie today that he needs to get some sort of barrier up because that's a lethal fall; there's nothing to prevent someone if they break in at night wandering around and falls and breaks his legs and sues the City. If OSHA comes in and sees that, it's a violation and the City will be fined. Hopefully Arnie will take care of this issue. The good news is it looks like they got all of the aerators and all of the agitators working again. The bad news from his perspective is the continuous DO meter isn't working, and that is integral to the operation of the system so it would be automatically kicking on more aerators or turning them off, depending on the dissolved oxygen level in the aeration basin. That piece of equipment being out is causing either too much or too little DO in the oxidation ditch. That's a piece of equipment that should be replaced or repaired.

Assistant City Manager Alvarez stated that when Arnie came on as the director, one of the first things that he addressed with Bruce and herself was the lack of maintenance and maintaining the equipment since he left 5 years ago. Those are some of the things that he's addressing along with completely staff the departments. As of today, there is a total of 52 water leaks that are currently being addressed. They will be doing the ICIP at the next City Commission meeting. They are working with engineers and focusing on the water department. She advised Vice-Chairman Dornbusch to speak to the city manager with any concerns otherwise the only other person that he should speak to is the director of the department and not the employees. She went on to tell Vice-Chairman Dornbusch that he should not be going out onsite and speaking to the employees as he is a board member and that not even the city commissioners go out on the work sites. She advised him to schedule a meeting with the City Manager and Arnie to address his concerns.

Vice-Chairman Dornbusch stated that he went out there to see about the problems that he noticed 3 years ago; some of them have been corrected, one of them is a big issue. He told Arnie what he had found and asked him if he's getting adequate money for maintenance. His concern is, as the public, are being charged a 5% increase from these departments because the USDA mandated this so that we can maintain the money that they gave us.

Assistant City Manager Alvarez advised him again to see the city manager as she is the one that oversees the department heads.

Vice-Chairman Dornbusch stated that when he signed on as a board member that is not what he was told. He went on to say that he was given free-range to go out there and talk to whoever he wanted to, look at what he wanted to because it belongs to the people of the city, it doesn't belong to the city people that work there. As a member of the public, he has a vested interest in what goes on out there, seeing as he's being asked to pay for a million dollar project.

City Clerk Torres stated that Assistant City Manager Alvarez is just explaining the protocol.

Vice-Chairman Dornbusch stated that he understands and will address his concerns with her out on the site because with all of these things, you have to see it to understand it.

City Manager Gonzales stated that she has a very good understanding of management and has an excellent staff to take care of details for her.

Chairman Szigeti stated that violation, particularly in wastewater, it's something that we need to be careful of. OSHA is one thing and EPA is another; they don't care if you're T or C or Chicago, a fine for a wastewater violation is the same. We really have to be careful about these things.

Vice-Chairman Dornbusch stated again about the composite sampling that is being done at the wastewater plant because what he saw going over the weirs, the amount of solids going over the weirs could be enough to violate our discharge permit. He went on to say that he does not have confidence in Arnie and this is not the first time that he's mentioned this at the meetings.

City Manager Gonzales stated that is why the staff is not here; it's because she is not going to subject the staff to this kind of questioning. If you have a question for Arnie, you will ask her and she will get the answers and the certification that is requested, she will get the information requested, and she will bring it back to the next meeting.

Vice-Chairman Dornbusch brought up another issue about the museum losing water last week and they called it in. When he talked to Arnie about it and he knew nothing about it; they are starting their second week now with no water.

Assistant City Manager Alvarez asked if it for basic sinks and bathrooms; she is asking because she is working on the well permits for the well at the fountain.

Vice-Chairman Dornbusch stated that it's for the potable water system.

Assistant City Manager Alvarez stated that this is the first time she's heard of this issue at the museum.

Vice-Chairman Dornbusch stated that they called it into the utility office last week when it happened and it never got up the line to Arnie. Also, the Charles Motel had to take and remove C900 plastic out of every one of their faucet screens. He thinks that there's a lot of C900 particles floating through the system because a friend of his went to water his yard and there was no water coming out of the hose; it's coming out but there's no pressure behind it. He suggested that maybe his meter is plugged up with the C900 floating through the lines after they did the service taps. He called it into the City and is still waiting to hear back.

Assistant City Manager Alvarez asked Vice-Chairman Dornbusch to email her the information she would be happy to reach out to the contractors that are out there and have them take a look at some of the issues.

Vice-Chairman Dornbusch stated that the only thing he can think of is that there are two meters sitting out in front of the museum, only one of them services the museum; something has happened so the water is not making it into the building; either the valve is plugged up or it's plugged up with C900 debris. He recommended that they flush the lines after doing all of these taps but that's an expensive proposition too.

Assistant City Manager Alvarez stated that she doesn't know why the museum hasn't reached out to the city managers office as they work closely with them. She said she will look into this.

Member Armijo asked Vice-Chairman Dornbusch if the other meter is working well.

Vice-Chairman Dornbusch answered yes. The only reason that he can think of for having the two meters out in front of the main building there is one of them might be for the City fountain is. One more item that was very concerning to him is on June 27th at 6pm he was going down N. Riverside and he went by the City's vacuum lift station and the doors were wide open, the lights were all on and nobody was there. He called it in to dispatch and asked them to send someone to close up the building because there were tools and equipment were left out and anybody could've walked in and shut it all off, gotten electrocuted and stolen all of the tools. He waited for 10 minutes and nobody showed up. Arnie told him that the reason that they're leaving the doors open to the lift station is because it gets hot in there and there's no air conditioning. He thinks that the City would be remiss to continue this practice.

Assistant City Manager Alvarez stated that it will not continue because they got funding for the vac station.

Member Avelar said he is surprised about this especially because of all of the tools.

Vice-Chairman Dornbusch suggested that if this is going to be the new practice, that if they can, lock out the switches so that people can't go in there and turn them off and/or remove all of the tools and valuables that can be pawned for meth because there are people that search for revenue that way.

Chairman Szigeti stated that what Jeff brought up is something that he has seen. If our utilities have a weak point here, it's contact with customers that are having issues. There isn't really a clear line of communication that comes in. Sometimes they call the clerk's office when they're having issues, or dispatch, or Sonya at the utility department, or there are numbers posted on the City website for the different utility departments. The problem with those numbers is if you call one of the departments directly you usually wind up having to leave a message. We don't have the staffing to have somebody in each department just sitting there answering the phones. There is not a general understanding of who is the best point of contact on a particular issue. He went on to say that he knows that Angela's office doesn't have the time to deal with people worried about water leaks or anything like that and when people leave messages on an answering machine, they frequently don't even get replies on it. His suggestion here is this is one of the things that we need to look at. We need to make sure that the public knows the correct steps to get their problems resolved in a timely matter.

City Manager Gonzales stated that she actually had a quick discussion with Sonya about making customer service a little bit more efficient. She will see how she can get this going. People want to be bale to make just one phone call and they are currently working on this. Whenever she is aware of any leaks, she needs to know so that she can learn as well.

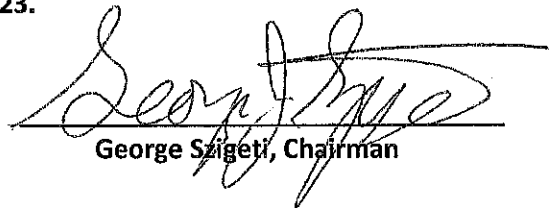
6. REPORTS FROM STAFF:

No reports from staff at this time.

7. ADJOURNMENT:

Chairman Szigeti adjourned the meeting at 4:15 p.m.

PASSED AND APPROVED ON THIS 16th DAY OF OCTOBER 2023.



George Szigeti, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: E.4

SUBJECT: Acknowledge Regular Public Arts Advisory Board Minutes, July 18, 2023.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 20, 2023

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

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10/25/2023

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC ARTS ADVISORY BOARD
MINUTES
Tuesday, July 18, 2023**

REGULAR MEETING

Regular meeting of the Public Arts Advisory Board of the City of Truth or Consequences, New Mexico to be held on Tuesday, July 18, 2023 at 4:00 p.m. in the City Commission Chambers, 405 W. 3rd St, Truth or Consequences, NM 87901.

ROLL CALL:

Sid Bryan, Tourism - Chairman
Cary "Jagger" Gustin, Sierra County Arts Council – Vice-Chairman
Eduardo Alicea, Art Representative
Andy Underwood, Business Community
Suzanne Carlstedt, Member - **ABSENT**

ALSO PRESENT:

Angie Gonzales – City Manager
Traci Alvarez – Assistant City Manager
Lisa Gabaldon – Secretary

1. APPROVAL OF THE AGENDA

a. July 18, 2023

Member Underwood made a motion to approve the agenda.
Vice-Chairman Gustin seconded the motion.
Motion carried unanimously.

2. APPROVAL OF MINUTES

a. March 15, 2023

Vice-Chairman Gustin made a motion to approve the minutes.
Member Alicea seconded the motion.
Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC

No public present.

4. NEW BUSINESS

a. Discussion/Action: Recommendation for Re-Appointment of Board Member Suzanne Carlstedt to serve a 4 year term on the board.

Vice-Chairman Gustin made a motion to re-appoint member Suzanne Carlstedt.
Member Alicea seconded the motion.
Motion carried unanimously.

5. REPORTS FROM STAFF

Assistant City Manager Alvarez stated that the application has been submitted to OSE; we're just waiting on their paperwork. We got it before the moratorium, but we got a no guarantee from what we understand. We're still learning about this thing that came out; we were surprised to see it. We're still trying to gather information on it. We're hoping that because the City already has water rights, so we're not asking for water rights, we would be using water rights that we already have to assign to that well. We will be working with the Commission; we will be preparing a resolution on the City side that basically says we acknowledge this and we know that it's out there, that way we can get it out to the public. She has a feeling that there are some people in the public that may want to get on the Commission agenda or come and speak at public comment.

Vice-Chairman Gustin asked how much is available in funds for the board because they submitted and were approved for \$15,000 to help with this. He asked if it would be possible for the board to use the funds for another project or if they would have to return the money and reapply for more money.

Assistant City Manager Alvarez stated that she thinks they would have to return the money and reapply for more funds to do another project should the well drilling project not be allowed.

Chairman Bryan asked if anyone knows what may have caused the moratorium. The last time they had a moratorium it took over a year to put it into effect and they had all kinds of meetings.

Assistant City Manager Alvarez stated that this is the first that she's heard of any concerns with anything to do with the aquifer or the way it's responding or anything. She hasn't seen any emails or had any disgruntled people that have come in to speak to her about anyone wanting to drill wells. She has had no information until she saw the email and she was very blindsided.

Vice-Chairman Gustin read from a hand-out that he gave to the board that the aquifer was being depleted and that's why they wanted to put a halt to it.

Assistant City Manager Alvarez stated that they have not seen the analysis. It's not like it's centered in the City of T or C or centered in just the hot springs; it's a large area in Sierra County.

She went on to give an update about the last City Commission meeting. Staff requested for approval to proceed with the review of our municipal code as it pertains to various advisory boards. Within our municipal code there's some board that haven't been in use or active in a long time so we need to amend our code. We have a lot of boards in general and we have a hard time filling a good portion of those boards. Currently our city managements and the City Clerk's office oversee and attend an average of 6-8 board meetings per month; often preparing and attending one or more advisory board meetings per week. This doesn't include the City Commission meetings. Our City Clerk's office is tasked with preparing and publishing agendas, printing and distributing agenda packets, and typing the minutes to the meetings. Just their office alone spends approximately 20 hours per week just on advisory board meetings. Senior staff prepare items and they attend their applicable board meetings to update boards on items pertaining to their departments as well as provide information requested by the boards, depending on the agenda items and the board that they are presenting to, this can be extremely time consuming for some of our departments that are already short staffed and a lot of our meetings are held after their scheduled work hours. We've had some various issues and concerns with various advisory boards; we have lack of quorum and attendance at some; we put in a lot of effort to prepare for a board meeting and staff shows up to a board meeting; just recently at a board meeting the staff showed up and public showed up and 10 minutes later we had to cancel the meeting because there was no quorum; board members didn't let us know that they were going to be late or not show up. We've had to wait anywhere from 15-45 minutes at some of our boards; we wouldn't normally wait 45 minutes however due to the amount of public that happen to be at that meeting and public hearings that were scheduled, we felt that it would be a disservice to the public as well as the applicants to have to completely reschedule a

meeting. We have a board where a board member has been appointed who has yet to ever attend a meeting. At this point in time what we are looking at doing as staff is we're looking at reviewing all of our various boards and what their duties are and what they represent and potentially looking at combining some of our various boards and hopefully we'll get a better set of board members that really have more time to put forth; sometimes people have a big interest in an item and so they may attend for a short period but then sometimes there's not too much who attend. This is just an update that we will be going to the Commission; we don't know at this point what boards we're looking at combining or what boards will remain as they are. There's some that would not be combined and there's potentially some that we will look at combining. They are looking at presenting this to the Commission by the second meeting in August and it will go from there as an ordinance.

6. REPORTS FROM THE BOARD

No reports from staff at this time.

7. SET TIME, PLACE AND DATE FOR NEXT MEETING

(Traditionally meets quarterly on the 3rd Tuesday of the month at 4:00 PM. However, regular meetings can be scheduled as needed.)

Deputy Clerk Gabaldon advised the board that the next scheduled meeting will be on October 17, 2023 at 4pm.

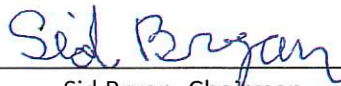
8. ADJOURN

Member Underwood made a motion to adjourn the meeting.

Member Alicea seconded the motion.

Motion carried.

PASSED AND APPROVED this 17th day of October 2023.

A handwritten signature in blue ink that reads "Sid Bryan". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Sid Bryan, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: E.5

SUBJECT: Acknowledge Regular Airport Advisory Board Minutes, August 8 2023.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 20, 2023

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

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10/25/2023

**CITY OF TRUTH OR CONSEQUENCES
AIRPORT ADVISORY BOARD MINUTES
TUESDAY, AUGUST 8, 2023**

REGULAR MEETING

Regular meeting of the Airport Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, August 8, 2023 at 4:00 P.M.

INTRODUCTION:

ROLL CALL:

Mark Shipley, Chairman
David Senn, Vice-Chairman
Larry W. Mullenax, Member
Robert McGuire, Member
Bernard Romero, Member - **Absent**

ALSO PRESENT:

Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Chad Rosacker, Airport Manager - **Via Phone**
Angela Torres, City Clerk

1. PLEDGE OF ALLEGIANCE

Member McGuire led the pledge of allegiance.

2. APPROVAL OF AGENDA

Vice Chairman Senn made a motion to approve the agenda.
Member Mullenax seconded the motion.
Motion carried unanimously.

3. APPROVAL OF MINUTES:

- a. Special Meeting of Tuesday, May 16, 2023

Vice Chairman Senn made a motion to approve the minutes from May 16, 2023.
Member McGuire seconded the motion.
Motion carried unanimously.

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

Cary 'Jagger' Gustin advised the board about the Lodger's Tax funds that are available for advertising in order to put heads in beds. Ahe advised them that it could also be used for brinks and mortar in order to have the old airport buildings and roofs repaired by utilizing these funds that are available. He recommended that they submit an application to the Lodger's Tax Advisory Board. He went on to tell them that they have to have 3 estimates and the vendors that they use have to be registered with the City. They could advertise in a magazine about the fly-in with these funds.

Member Mullenax asked if they would be able to apply for the funds in order to put up the steel that was out there for the grant that they were authorized to use for the campsites.
Assistant City Manager Alvarez stated that she would have to reach out to state, but she thinks that it would be ok for it to be used for the campsites because it was remaining at the airport. When Blair was the Airport manager, we talked about an application to the Historical Society to get some funding, and at that time our City Commission shot that down due to sometimes going through the Historical Society sometimes turns into a nightmare; the project at that time was put on hold. She stated that she doesn't know too much about lodger's tax and was

unable to give them any information, but she being a City staff member would fully support anything for funding at the airport. It is a historical building and thinks that it would be something to draw people into the airport.

Cary 'Jagger' Gustin stated that he was interested because is the film liaison and he's been told not to let anything happen to the airport buildings. A lot of the old buildings have been torn down in other cities and he wants to be able to preserve ours. He thinks it would be well worth applying for funds in order to do some upgrades at the airport. He went on to thank the board for letting him speak.

5. NEW BUSINESS:

a) Discussion/Action – Airport Management Services – Assistant City Manager Traci Alvarez

Assistant City Manager Alvarez stated that they put out an RFP for Airport Management Services and they received one proposal. Tech 45 which is Chad Rosacker's business was awarded Airport Management as of July 1st. His company took over the airport, the staff, and they'll be seeing upcoming changes going on out there.

Member Mullenax stated that he was curious about the RFP from November. There was supposed to be a pre-proposal meeting; Mr. Shipley attended that meeting and there was nobody there from the City. They were told that there would be a follow up proposal meeting but was never notified and then the proposal was pulled. And then at this meeting...

Assistant City Manager stated that he didn't have all of the information. They did miss the pre-proposal meeting and notified the people. There were also documents that needed to be submitted by the proposers by a certain date; neither proposer submitted their documents and therefore the RFP became null and void. It went back out for proposal a second time.

Member Mullenax stated that this person represented another contractor was waiting for a new meeting to be set up.

Assistant City Manager stated that she would have to follow-up with the Procurement Office. It was her understanding that both people that put in initial information were notified.

Airport Manager Rosacker stated that it for this latest RFP; there was another company that was being represented by 2 individuals; those individuals had a couple of questions during the meeting but he doesn't recall what the outcome was, he just knows there were questions pertaining to longevity and they were looking for a 10+ year contract.

Assistant City Manager stated that all of it goes through procurement. She advised them that they can email her their questions and she can find out what the correspondence was and the dates and all of the information.

Member Mullenax stated that the reason he was wondering is because they know that the person was there at the first meeting and then they never submitted a proposal for the next RFP, so he was wondering what fell through the cracks.

Chairman Shipley stated that they got busy with other things. The other group that was interested in it initially, became extremely involved with a lot of other things. They decided that they could not take on another thing being so busy.

b) Discussion/Action – Recommendation to Reappoint Board Member 1) David Senn

Member Mullenax made a motion to reappoint board member David Senn.
Chairman Shipley seconded the motion.
Motion carried unanimously.

c) Discussion/Action – EAA Fly-In Date – Larry Mullenax

Member Mullenax stated that after he had a meeting with the City Manager and he gives up and he's resigning from this organization and they are canning the EAA chapter. They will deactivate the local chapter and as a result

he has given them a letter that they will cancel the contract with the City because he can't do it. He can't keep fighting the City and try to keep the chapter going. He stated that he is a volunteer and they don't pay him to keep this fight going. He went on to say that they will be out of the hangar in 30 days.

Member McGuire stated that they don't have enough volunteers to keep going.

Member Mullenax stated that he had Mr. Finley sit in 2 of the board meetings and he was getting involved in what was going on with the EAA and he was going to help. After the second board meeting, he said that he wasn't going to work with an administration like that and risk getting dealt the same cards as Chuck VanGelder did. He stated that they destroyed his health and his way of life and then they expect the other members to want to go through that; they're not going to do it.

City Manager Gonzales stated that Member Mullenax was looking straight at her and she has no idea who he is talking about. She did have a conversation with him a couple of Friday's ago and she understands that he is very upset about the way that the conversation ended but she is not sure how she closed down the EAA.

Member Mullenax asked her if she received his email.

City Manager Gonzales stated that she did get his email and she didn't respond because there wasn't anything for her to respond to. He gave her a lot of history and she appreciated it but she can't change the history of what previous City Managers did; all she can do is follow the law, follow the rules, follow the policies that are set in front of her.

Member Mullenax stated that he came into that meeting hoping to have a relationship with the new city manager much like the one he had with Morris Madrid, but she wouldn't even let him describe it to her. He went on to say that she shut him down immediately and stated that Morris Madrid was gone and they didn't care what kind of agreement they had with him. He wasn't asking for an agreement; he was trying to describe the atmosphere; they had several meetings together and they were all cooperative and professional. He stated that during the meeting with the city manager and Ms. Alvarez they were looking at their phones and texting. He got the impression that City Manager Gonzales isn't going to be any better than the last city manager. He says it's ridiculous for him to try and fight this.

City Manager Gonzales stated that is your right sir.

Member Mullenax stated that in the meeting that she said that she had never managed an airport before. He said that she said: if it wasn't for the federal funding, this airport would already be closed.

City Clerk Torres interrupted by stating that they were getting off topic.

Member Mullenax stated that that's what she said and that they expect him to keep dealing with that type of...

City Clerk Torres interrupted him once again to bring him back to the topic.

Chairman Shipley stated that it's unfortunate that they're going to lose the EAA, but he understands that it's by volunteer and it's a challenge. He was looking forward to the next fly-in. Hopefully in the future they can come with an organization that have volunteers and get restarted. He thinks that it's important to find ways to get the younger people involved with aircrafts and fly-ins. He thinks that last fly-in was very successful and he really enjoyed it.

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

Airport Manager Rosacker reiterated that the EAA closing down the chapter for Truth or Consequences is not good and that is something that he would like to talk to those involved to see if anything can be done because it is very important. He mentioned that he will contact Member Mullenax to talk later. He went on to talk about Tech 45 taking over as management at the airport. Chad Mark the airport supervisor will now be the onsite manager of the airport. Chad has been doing an outstanding job. They have hired a second person Kyle, for the airport and he is currently training with Chad. The airport has not been opened on the weekend and that will continue for the next few weeks but after that Kyle will be augmenting those times so they will have the 24/7 coverage once again. He went on to encourage the board to introduce themselves and interact with Kyle. They had the FAA come in and

they did a spot inspection at the airport which went fantastic. They had tons of good things to say about the airport. The only thing said something about was some lamp post out by the runway where there was concrete that was about an inch over; this has been solved and they passed the inspection. Hangar 7 is now open as the transient hangar or maintenance hangar; if someone needs to do maintenance to their aircraft, there's no change in any of the fees. Tech 45 will be doing things differently. All money made will always be put back into the airport. The fueling operations and any extra fees will not be taken by Tech 45. They are strictly there to run the airport and not make a profit; there's no added interest. In mid-September there will be Tech 45 employees at the airport putting up new signage over 3-4 days. They will be doing improvements to hangar 7; better lighting and such. They will be adding some couches and Wi-Fi as well. He totally agreed with the board about the flex-service station and how important it is to preserve the buildings. He wants to look at different ways to improve them. They will be redoing the website and social media. He feels very strongly about fly-ins; he feels they are important in order to give the airport more attention. He is looking at having one again in April and would like to have one every year with different competitions to bring more people in; it would be nice to still have the EAA involved.

Member Mullenax stated that he is still available to help out with regards to the EAA. He stated that he is unable to run the EAA with only 2 officers. He spoke with the program directors at the Veteran's Center and they are really excited that they were going to have a fly-in on Veterans Day; they used to have some planes fly over the center so that some of the people could go outside to watch. He went on to say that the car show would still be at the Veterans Center or the fairgrounds.

Airport Manager Rosacker stated that it would be great if they could get some of the local pilots together for that purpose.

Member Mullenax went on to discuss the courtesy car. He stated that he discussed the courtesy car with a couple from out of state and they have a lockbox at their airport; there is a number on the lockbox that they can call into and let someone know that they'd like to use the car and they give them the code to access the keys.

Airport Manager Rosacker stated that he will have to check with the City because it is under the Chamber of Commerce as an asset.

Member Mullenax then went on to ask about the hangar door tracks; he wants to put in a request for hangar door tracks. He estimates that it would cost about \$50,000 to fix the door.

Airport Manager Rosacker stated that he is looking to get a quote for getting all of the doors fixed. They are trying to get a maintenance grant; they will talk to the City about using part of the grant for this. He will follow back up with the board once he has answers.

Vice-Chairman Senn stated that his hangar doors were modified and have been fixed. He went on to say that Iron Man is well aware of what it takes to fix the doors.

Airport Manager Rosacker agreed with Vice-Chairman Senn.

Member Mullenax mentioned that he's been very happy with Chad 3; he does a great job out at the airport. He has met Kyle as well and he seems like a nice guy.

Chairman Shipley encouraged Airport Manager Rosacker to have a conversation with Member Mullenax to see what can be done about the EAA.

Airport Manager Rosacker stated that he would like to have a tenant meeting next month.

Member Mullenax stated that he was open to any suggestions.

Chairman Shipley stated that if they are going to have a tenant meeting with pilots and tenants, it would be a good time to hand out applications to join the EAA at the same time.

6. REPORTS FROM THE BOARD

No comments from the board.

7. REPORTS FROM STAFF

Assistant City Manager Alvarez handed out the Airport's CIP that has been submitted. Some of the funding for the construction of the new fuel farm and relocation the self-service pump and the apron is rolling into 2024; it's an update for the board. They have gone out for the bid 2 times for the awarding of the project and they've had no proposals. A lot of funding has been provided out and generated to various airports across New Mexico; our amount is small compared to the bigger airports and there's not a lot of contractors that do specific airport items so they are spread very thin to be able to get projects done in New Mexico and surrounding areas within the allocated grant funding time; so they haven't been on our project because it's not as much money as a neighboring project and they won't have time to finish all of these different projects within the required time. This isn't taken off the table; we still have our million dollars and we still have time to use it. We will be combining it with various money from AIP and state; due to funding constraint time frame it might extend out a little bit. They're still having conversations with FAA and state on some of their date times for the funding. We won't lose the funding; it's just not happening as fast as they want it; they've really tried. One of the other issues is for the apron; some of the specs for the asphalt have to be at a certain FAA level. The local provider only meets state specs and not what FAA is requiring, so the engineer is trying to talk with the FAA to let them allow the state specs. Back in the middle of July, the City Commission has tasked her with taking a look at various boards. The City has a lot of advisory boards that haven't been active for many years. They want her to look at cleaning up the municipal code to appeal some of the ordinances, because some of the boards won't be enacted again and then looking at the current board structures because they have a lot of boards that they're having a hard time fully staffing. We have so many boards that we are unable to get full quorums on or get enough people. They want her to take a look to see where they can potentially restructure and combine some of the boards. They want to take a couple of members from various boards and combine them into one board that covers everything.

Member Mullenax asked what PER (Preliminary Engineering Report) stood for in the handout that she gave to the board members.

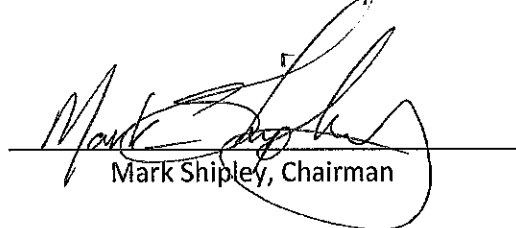
8. ADJOURNMENT

Chairman Shipley made a motion to adjourn the meeting.

Member Mullenax seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED this 3rd day of October 2023.



Mark Shipley, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: E.6

SUBJECT: Acknowledge Regular Planning & Zoning Board Minutes, September 11, 2023.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 20, 2023

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

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10/25/2023

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, SEPTEMBER 11, 2023**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, September 11, 2023 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman
Susan Buhler, Vice Chairman
Esther Luchini, Member
Lisa Kent, Member

ALSO PRESENT:

Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Lisa Gabaldon, Deputy Clerk

1. APPROVAL OF AGENDA

Vice-Chairman Buhler made a motion to approve the agenda.
Member Kent seconded the motion.
Motion carried unanimously.

2. APPROVAL OF MINUTES:

a) August 14, 2023

Member Luchini made a motion to approve the minutes.
Member Kent seconded the motion.
Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC (3 Minute Rule Applies)

There were no comments at this time.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

A. Public Hearing/Discussion/Action: Summary Plat Amendment at 906 Lucky Street.
Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman and members of the board, I believe that we do have two members that wanted to stated their relationship to that property.

Vice-Chairman Buhler: My dad received a letter and he has no problem with the request being made by the individuals and neither do I.

Assistant City Manager Alvarez: We just needed to state that for the record since we have board members.

Member Luchini: I also received a letter regarding this item and we have no objection.

Assistant City Manager Alvarez: So, with that, I will continue with my presentation. The applicant is requesting a lot split at 906 Lucky, so the property is located in the R3 zone. It does meet all of the required development standards. All documents have been submitted and the fees have been paid. We have no issues with the electric utility; I am still waiting to hear confirmation from water/wastewater due to the leaks and the short-handed staff that we have within the department; he has not had a chance to get out there, however my recommendation would be to the board, if you see fit to recommend approval and then to recommend that approval to the City Commission barring that there's no issues with water/wastewater, because I would have that information at least by the time it went to commission and that way we don't have to replan a public hearing or anything like that. Applicants are here in attendance and available to give you information. Your packet shows the property and as well as the summary plat where they'd like to divide their lot and with that I stand for any questions.

Chairman Sisney: Are there any questions from the council?

Vice-Chairman Buhler asked for clarification on the map so that she knew what they are looking at.

Applicant Les Gutierrez went in front of the board and explained on the map what it is that they're wanting to do on their property.

Chairman Sisney: So, where's the line Traci?

Assistant City Manager Alvarez pointed out the property line and the changes that are being requested.

Chairman Sisney asked the applicant some questions regarding what things were in the map in order to understand what is being asked of the board.

Applicant Les Gutierrez: we are in the process of doing some estate planning and the plan would be to take that lot as it meets the standards for R3 and the goal would be to build maybe a small house or a duplex if it qualified for planning and zoning.

Assistant City Manager Alvarez: Chairman and members of the board, just as a reminder in considering the request, you need to review your findings of facts checklist so that the decision to approve or deny needs to be based on the 7 findings of facts. It's not necessarily whether or not you would approve what he would want to build there, because that would have to go through zoning. And if it's approved for a duplex, he can build a duplex.

Applicant Les Gutierrez: We understand that we would have to go through planning and zoning for any requests that we have. At this time, our goal is, we're doing some estate planning and we're separating the lot and then maybe in a year or so if the market allows, we would maybe build a small duplex or a small house, subject to planning and zoning approval.

Chairman Sisney: Anyone on the council have any questions?

Member Luchini: Just so I'm clear, there are no utilities on this proposed lot that we're saying, if we were to recommend it, it would be assuming there are no issues with water and sewer, etc.

Assistant City Manager Alvarez: We just want to make sure that there's no crossover of water or sewer.

Applicant Les Gutierrez: We will comply with the City, if they have any issues.

Vice-Chairman Buhler made a motion to recommend the summary plat amendment to the City Commission for approval.

Member Kent seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

- B. Public Hearing/Discussion/Action: Variance at 1306 Tin St. Applicant is requesting permission for a mobile home that exceeds age limit per city code. Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman and members of the board, as you know, our municipal code does state that we don't allow mobile homes less than 20 years old, so the applicant is requesting a variance. The mobile home is 27 years old. They have provided pictures showing the exterior and the interior of the mobile home, showing that it's in good shape. You guys have been provided a generalized map of that area and that area does have mobile homes located in it. If you're familiar with that area, there are quite a few mobile homes over on the metal streets and I would have to say that this mobile home is probably one of the nicer ones that is existing in that older area of the neighborhood.

Applicants have submitted all documents; all property owners within a 300 foot radius were notified; we received no comments, emails, or concerns, and with that I stand for questions. Applicant are here if you'd like to ask any questions. Again, we're looking at the seven findings of facts for this public hearing request in consideration.

Chairman Sisney: Ms. Alvarez, I have a question for you. This is the second time one of these have come before us and the last time, maybe I didn't take a good enough look but the trailer that arrived doesn't look as nice as the one that showed up over there. It's been sitting there for a couple of months and they have not set the trailer yet.

Assistant City Manager Alvarez: Correct, they are still going through the required zoning approval to meet all of the requirements and so far, they haven't met those requirements for zoning approval and until they do, they won't be able to connect to utilities and hook up to it; and they'll have a deadline date that if it doesn't meet zoning requirements then it will have to be removed.

Chairman Sisney: OK, thank you, that answers my question.

Member Luchini: I have a question then. When is it allowed to move if it hasn't met the requirements?

Assistant City Manager Alvarez: It met the requirements to move, it hasn't met the requirements to connect to utilities and live in. You guys approved it for moving over there but they have yet to connect to utilities and stuff.

Member Luchini: What's the deadline for them to do this?

Assistant City Manager Alvarez: That's an item that we can put on the agenda; we're kind of violating the open meetings act because that's not on the agenda and that particular applicant hasn't been notified that we'd be discussing any of this nor has the public, so technically we can't get into a whole bunch. If you want that the next agenda, we can put something like that on the next agenda, but I can tell you that they're not connected because they haven't met the requirements that planning and

zoning submits. So, if your question is a moving of a mobile home and then it just sitting there and not connecting, that's why. But as far as the definition into that case, I can't discuss that without it being on the agenda.

Chairman Sisney: So, if it was asked as just a general rule then, would that be a violation? Because I think she's asking how long are they supposed to get and not anything else.

Assistant City Manager Alvarez: It's a case by case basis determined by the planning and zoning department. So, it would be depending on what they've done and what issues are causing them to not be able to connect; so, it would be a case by case basis.

Member Luchini: And who is that planning and zoning department?

Assistant City Manager Alvarez: That would be me. I am the designated zoning official as designated by the City Commission through a City Commission meeting. We don't have a building inspector; the City of T or C won't have a building inspector because in 2018 state made requirements that the City can't meet. Elephant Butte can't meet, the Village of Williamsburg can't meet; the building inspector would need to be certified in HVAC, plumbing, electric, or separate inspectors and none of us can meet those requirements; a lot of municipalities can't and so most municipalities are small ones, have gone to designated zoning officials, and then the state oversees the actual requirements. I am sure that they are permitted through the state, I talk to the state regularly or look through their website, but I don't deal with structural or anything like that.

Chairman Sisney: Thank you for answering my question.

Assistant City Manager Alvarez: No problem.

Chairman Sisney: ok, back to the item. Are there any questions from the planning and zoning commission members for the applicant?

Member Luchini: Where is the mobile home now?

Applicant Maria Mezcu: It's there on the property at 1306 Tin.

Assistant City Manager Alvarez: We did note that when the request came in for utilities to be connected is when the City was made aware that the mobile home had already been moved there. They didn't realize what the zoning requirements were and so at that time, we denied them the ability to connect to utilities until they came through this process.

Member Luchini: So, is this a mobile home that you just recently purchased or...

Applicant Maria Mezcu: No, I actually purchased it from my parents a while back. The guy that we went through told us that he got it approved through the state and that was all that we needed. We figured that he knew what he was doing so we didn't research anything further.

Member Luchini: So, has it been in use recently or vacant?

Applicant Maria Mezcu: No, it hasn't been used, we were actually fixing it up a little bit. It's been 5 years since we moved it.

Member Kent: You moved it over there 5 years ago?

Applicant Maria Mezcuca: Yeah. But we have a garden out there and stuff so we go often; it's not like it's just sitting there and nobody's going there and my dad is fixing it up. We go every day and we water the garden and stuff.

Member Kent: So, the utilities are on?

Applicant Maria Mezcuca: It's just the water actually that we're paying for but we don't have anything else. We don't have sewer or anything. Oh, and the electric is hooked up.

Chairman Sisney: Yeah, I don't think you can have one without the other.

Applicant Maria Mezcuca: Yeah, I guess so.

Member Luchini: Is it set up properly...

Applicant Maria Mezcuca: The mobile home is not connected to anything at all. There's electricity but we don't have it hooked up to the mobile home because we wanted to get approval first.

Member Kent: So, the lot has all of the utilities on it?

Applicant Maria Mezcuca: Yes, except sewer. There's no sewer on the lot.

Chairman Sisney: Is there septic there now?

Applicant Maria Mezcuca: There's nothing there.

Assistant City Manager Alvarez: There's water, sewer, and electric to the lot, but there's nothing connected from the lot to the mobile home because the City denied that ability once we realized that the mobile home had not been approved.

Chairman Sisney: Ok, got it.

Vice-Chairman Buhler: So, it's going to be skirted and...is it required in that area to be skirted?

Assistant City Manager Alvarez: They have to meet all manufactured home requirements.

Vice-Chairman Buhler: And the roof is in good shape?

Applicant Maria Mezcuca: Yes, it is.

Member Luchini: So, what would be the deadline for them to comply to be accepted by the planning and zoning?

Assistant City Manager Alvarez: Like I said, it's a case by case basis, I'd have to get back with utilities at this time. Everything was put on standstill; it hasn't even got to that point of zoning approval application until you guys approve the mobile home to be there.

Member Luchini: I drove by there and I thought the lot was an empty lot but apparently, it's not. I couldn't tell, I'm pretty sure I was looking on the right side of the road, but the houses weren't numbered very well.

Applicant Maria Mezcuca: The lot next to us is empty; there's nothing on there at all. Our is clean and there's a fence around it.

Member Luchini: Oh ok, that was is fixed up pretty well. You've done a good job.

Applicant Maria Mezcuca: Thank you, my dad has done the work.

Assistant City Manager Alvarez: Chairman and member of the board, one of the issues that we find with the manufactured housing is state permit level versus somebody that's doing a site built home, is the site built homes when somebody applies for a building permit through the state, they require zoning approval sign-off and they require flood plain approval; and so if something is getting done that we don't notice happening out in the field right away and they apply for a state permit, we are almost instantly notified and we can stop it right away. With the manufactured housing permit at the state side, for some reason there's still that lack of going through municipal zoning; once it's approved for the towing and blocking or hauling and blocking permitting, they're getting state permits to move them but they aren't necessarily requiring municipal zoning approval, so what we've found in quite a few instances when mobile homes have been moved to lots within the City, we didn't know until they go to hook up their utilities. This one just happens to be over the 20 year; I've actually approved, not this one, but other ones once they meet the age requirement, once they've submitted their site plans and everything else that's required through the zoning, that have already been moved to the lot. It's just one of those things that we're trying to work with from the state, but I don't think they have quite as many inspectors up there for the manufactured home as they do for state building.

Chairman Sisney: Is there any way to allow anyone from the City or from this commission to inspect one before they application comes before us because I would be able to tell if the things got problems or not. Going back to this one that already got set, I would've liked to have seen that before we approved it to get moved over there. It would have made a difference to me if I'd have seen it in person.

Assistant City Manager Alvarez: In some instances, they aren't necessarily local here in town that they're moving from, they may be requesting to move them and haul them from a manufactured home lot, a used one, and all we may only have pictures. I guess the answer to that is no; there's no way to necessarily take a look at it.

Vice-Chairman Buhler: Also, is there some way that it will be addressed by you all that if we vote to recommend that this happen, that you guys will make sure that it's done right? That the people can live...

Assistant City Manager Alvarez: That is why the other one has not yet been connected to utilities. Those are things that are being done in my office. As the planning and zoning commission what you're looking at is whether or not the issues on the findings of facts checklist.

Chairman Sisney: On there, they're asking us to make a variance on a law that is written so that you can't move an old mobile home onto a City lot, and if we can't see what the thing looks like, you're asking us to approve something blindly, and I don't feel good about that at all.

Assistant City Manager Alvarez: You have the pictures to go by and all I can tell you is that if you don't feel good about that, then your recommendation can be to deny to the City Commission and then the City Commission can make that determination.

Chairman Sisney: I'd rather not do it blindly; I'm still doing it blindly whether I approve or disapprove it's a blind decision that I don't like making.

Assistant City Manager Alvarez: Right, but you're not allowed to go out and do the site visits because then it's ex parte communication where you have more knowledge than maybe your other board members who may or may not be able to get out there or may or may not want to go out there.

Chairman Sisney: That doesn't make any sense to me; I'm asking to be better informed to make a decision and you're telling me that you don't want me to be able to be informed to make a good decision.

Assistant City Manager Alvarez: No, I did not tell you that at all. If you guys are wanting more information from me, then I'd be more than happy to make sure that the information comes to the board. What I've been presenting you has been the municipal code as well as the pictures.

Chairman Sisney: If I want more information, I have from Friday afternoon until Monday at 4pm to get that information?

Assistant City Manager Alvarez: Not at all. You guys can...

Chairman Sisney interjected Assistant City Manager Alvarez mid-sentence.

Chairman Sisney: I didn't know about this until Friday afternoon; how am I gonna be able to ask you stuff about this between the end of a Friday business day and 4pm on the business day of Monday? You wouldn't be able to provide that information to me, I don't believe.

Deputy Clerk Gabaldon: Everything was published; there's public hearing notices published in the newspaper and it tells you that there will be a public hearing for the next Planning & Zoning Commission and the date and time for the public hearing.

Assistant City Manager Alvarez: Also, you can email me; I am very responsive to emails.

Chairman Sisney: But I don't know what's coming up until Friday, so how can I ask you a question before 3-4pm on Friday; I just don't see how that's gonna enable me to get the information that I need to make a decision.

Assistant City Manager Alvarez: You can get ahold of me first thing Monday morning and I can try and get you the information or bring it to the meeting and if at the meeting I don't have the information that you request, then as a board you can make a decision to not recommend that for approval.

Chairman Sisney: Again, explain to me the reason why I wouldn't be able to see the trailer that they're asking to move before I recommend that trailer be allowed to move or not.

Assistant City Manager Alvarez: So, at this point I think that the best thing would be for me to have to confer with the attorney because I'm only repeating what the attorney has said about site visits and allowances out there. I'm not an attorney, I'm only telling you what the attorney has said in the past. If you want more information regarding that, we can put that on the next agenda and you guys can make a determination on this one whether you want to approve it, recommend approval, or not recommend approval, and on the next agenda, we can bring the attorney in to discuss what you're requesting.

Chairman Sisney: Thank you.

Member Luchini: Is the home live-in ready? Are you ready to move into the home?

Applicant Maria Mezcua: As soon as the utilities are connected hopefully. My parents actually live in housing right now and that's why I'm trying so hard to get it approved because I don't know if you've ever drove by there, but right now it's really bad. They got a new manager there and it just stinks; it's dirty; it's not nice to live there. So, that's why I'm trying really hard to get approved so that we can get the utilities connected. I know it's probably gonna take a while because they told me they were backed up a little bit, about 3-4 months. After that it would be move in ready.

Member Kent: Is it live-in ready now?

Applicant Maria Mezcua: Yes.

Member Kent: By what standards are you saying live-in ready? Has it been inspected or...

Applicant Maria Mezcua: Oh, I don't know if you mean legally but the floors are ready, I don't know if you can see in the pictures but there's carpet in some rooms, there's vinyl in some in the kitchen.

Member Kent: I see the appliances.

Applicant Maria Mezcua: Yeah, we have the fridge. The only thing we need is the washer.

Member Kent: I think one of my main concerns is the electrical; it's been sitting vacant for 5 years you said. Is the electrical still in good working order? Has a mouse moved in underneath? Is the roof holding up?

Applicant Maria Mezcua: Yes, we have not seen any mice out there on the land. Like I said, my dad goes there every single day. We didn't want to invest any more money into it, because I can't afford to pay an electrician to go out there to check it until we know that it's approved.

Assistant City Manager Alvarez: Chairman and members of the board, our electric department won't set a meter unless the electrical box that they're going to be putting the meter in has been updated and received state permitting.

Member Kent: So that would be kind of an inspection.

Assistant City Manager Alvarez: Through the electric department, yes, they'll make the determination.

Vice-Chairman Buhler: You know, we only get information from you guys and if things aren't right, it makes it tough because we...

Assistant City Manager Alvarez: If what's not right?

Vice-Chairman Buhler: Well, if something isn't right, this is kind of the cart after the horse. They've already moved the trailer in there, so it's there. So that's already happened, they've worked hard, and I don't fault you, I know that you've worked hard to make it be a nice home, and it looks nice, the pictures are good. We only have information from you to go by and if we call you and we ask you about something and we don't get an answer, that makes it tough too.

Assistant City Manager Alvarez: I'm sorry, when did someone call me and ask for something and I didn't answer?

Vice-Chairman Buhler: Well, I did come by and speak with you and you came in too and no one ever got back to me on it. I think you remember. I'm not gonna get into it but all we have to go on is what you

give us so if it's not the best information then it makes it tough. I personally support you getting your permit and I hope that will happen and I hope it won't be years down the road because then that just turns it into another problem for these people. We do need a building inspector here in town, I really believe that and I think it could be worked out maybe work with the county and the City.

Assistant City Manager Alvarez: We will reach out and check on that. I know we did that when Robbie was getting ready to retire, we tried to work with the county, Williamsburg, and Elephant Butte and in looking at the salary base for, the chances of finding one inspector that's certified in all HVAC, electric, general contracting, is slim to none. We would then have to hire multiple so that we met all of those requirements for the state. Neither the county, Elephant Butte, Village of Williamsburg, and the City putting funds together and trying to figure out how to work that out could necessarily meet that salary base before Robbie retired. It is something that I will talk with City management and then maybe we can talk to the City Commission and see if that's something that we can look at budgeting towards in the future.

Vice-Chairman Buhler: That'd be a good thing.

Member Luchini: So, when did you move the home into this area?

Applicant Maria Mezcua: I think it was in 2018.

Assistant City Manager Alvarez: I think 2018 is right around the same time that our building inspector retires as well.

Chairman Sisney: Thank you. I think we've asked all the questions we need.

Alright, does anyone else have any more questions for anyone?

Would anyone like to make a motion?

Vice-Chairman Buhler made a motion to recommend the variance to the City Commission pending required zoning and that you complete the things that you need to do to make it legal.

Member Luchini seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

5. REPORTS FROM THE BOARD

There was nothing to report from the board members.

6. REPORTS FROM STAFF

The staff had nothing to report at this time.

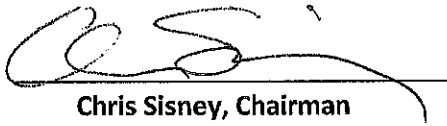
7. ADJOURNMENT

Vice-Chairman Buhler made a motion to adjourn the meeting.

Member Kent seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED ON THIS 10TH DAY OF OCTOBER, 2023.

A handwritten signature in black ink, appearing to be 'CS', written over a horizontal line.

Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: E.7

SUBJECT: Subrecipient FY 23/24 1st Quarter Reports

DEPARTMENT: City Manager's Office

DATE SUBMITTED: October 20, 2023

SUBMITTED BY: Tammy Gardner, Executive Assistant

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 1st Quarter Reports.

Attachments:

- Packet

[Click here to enter text.](#)

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

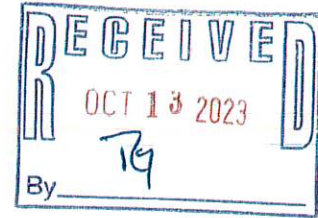
Resolution No. [Click here to enter text.](#) Ordinance No. [Click here to enter text.](#)

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 10-25-23.

COMPANION ANIMAL ACTION TEAM
PO BOX 512
WILLIAMSBURG, NM 87942



SUBRECIPIENT GRANT
FY 2023/2024
(1st) QUARTER INVOICE

Date of Invoice: *October 13, 2023*

Invoice Amount: \$ 250.00

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

Allocation Amount: \$1000.00

Quarter Draw: \$250.00

Please send payment to: *Companion Animal Action Team*
PO Box 512
Williamsburg, NM 87942

Thank you,

Signature of Authorized Representative

Majorie E Powey
575-740-0421

76

SUB-RECIPIENT QUARTERLY REPORT

FY: 2023-2024

ORGANIZATION: Companion Animal Action Team

ALLOCATION: \$1,000.00

(FY Allotment, Not Qtr. Draw)

QUARTER: 1st

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

(Please confine your report to a one-page "narrative" for each quarter.)

We held 2 clinics with Dr. Amy Starr in the first quarter of 2023-2024. The first clinic was held July 22, 2023. Eoght female cats were spayed, 9 male cats were neutered, 6 female dogs were spayed and 4 male dogs neutered.

The second was held on September 12, 2023. Six female cats were spayed, 6 male cats were neutered. Five female dogs were spayed and 10 male dogs were neutered. All animals were vaccinated at both clinics which we provide whether or not the owners pay. This is one use for the Grant funding from the city and the personal donations.

In addition we have paid for three female dogs to be spayed at Arenas Valley Animal Clinic in Sierra County and 7 male dogs to be neutered using their discounted rates through SCARS Sierra County Animal Rescue Society.

I am attaching the invoice for the September 12, 2023.

SUBMITTED BY: Majorie E Powey

TYPED NAME

Majorie E. Powey

SIGNATURE

DATED: 10/13/23

Rev. 5/2013

INVOICE

PNH Mobile 2

3233 N. Mesa St Suite 210
El Paso, TX 79902
915-584-4491

"Helping El Paso Help Their Pets"

FOR: T or C CAAT
PO BOX 204
Williamsburg, NM

Printed: 09-12-23 at 4:01p
Date: 09-12-23
Account: 15892
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
Services by Amy Starr, DVM PS						
09-12-23	2023/09/12	224	PNH-M Milleage (S/N Clinic) per mil			896.00
09-12-23		1	S/N Clinic Day			1650.00
09-12-23		27	PNH-M Presurgery Intake Exam	540.00	540.00	0.00 **
09-12-23		6	Feline Castration	366.00	366.00	0.00 **
09-12-23		6	Feline Ovariohistectomy	498.00	498.00	0.00 **
09-12-23		5	Canine Ovariohistectomy	660.00	660.00	0.00 **
09-12-23		10	Canine Castration	1100.00	1100.00	0.00 **
09-12-23		2.15	PNH-M2 Metacam/Loxi Inj 5mg/m (	36.55	0.55	36.00 **
09-12-23		168	PNH-M2 Tramadol Tablet 50mg (1			0.00
09-12-23		32.40	PNH2 Ketamine-Xylazine Comb Inj			0.00
09-12-23		25	PNH2 Rabies 3yr Vaccine (10ml)			400.00
09-12-23		11	PNH2 Feline FVRCP Vaccine (1ml)			110.00
09-12-23		8	PNH2 K9 DAPP Inventory (1ml)			80.00
09-12-23		2	PNH-M In-House FELV/FIV Test			86.00

Services by

09-12-23	#1545	Check payment	-3258.00
----------	-------	---------------	----------

Old balance	Charges	Payments	Discount	New balance
0.00	3258.00	3258.00	3164.55 **	0.00

Your invoice total reflects our **Client Class 1** discount.

Reminders for: 2023/09/12	Last done
09-11-24 MVC Exam W/Vaccines	09-12-23

Thank you for letting us care for your pet(s)! Refer a new client and get \$20 off your next visit.

We will not process any type of credit card transaction without proper form of card holder's I.D. present.

We do not give refunds or reimbursements for professional services rendered, deposits

RECEIVED OCT 06 2023

ORGANIZATION/RECIPIENT'S NAME

ADDRESS

CITY, STATE and ZIP

SUBRECIPIENT GRANT
FY 2023/2024
(1st) QUARTER INVOICE

Date of Invoice: *October 3, 2023*

Invoice Amount: *\$500.00*

Submit To: *City of Truth or Consequences*
ATTN: City Manager'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
Truth or Consequences, NM 87901

Thank you,

Blanca Chavez
575-894-3557

RECEIVED OCT 06 2023

SUB-RECIPIENT QUARTERLY REPORT

FY: 2023/24

ORGANIZATION: Domestic Abuse Intervention Center

ALLOCATION: \$2,000.00

QUARTER: 1st

(FY Allotment, Not Qtr. Draw)

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

(Please confine your report to a one-page "narrative" for each quarter.)

Statistical Information:	Years	Victimization	Referral
Female- 21	Anglo- 23	18-21- 4	Emotional -37
Male- 23	Hispanic- 18	22-40- 27	Physical -23
	Other- 3	41-59- 8	Sexual- 2
		60-74- 5	Stalking-
		Unknown - 0	Unknown-0
			CYFD-0

Type of Contact:	Volunteer Hours: Total- 1704
Orders of Protection- 10	Cell Phone- 1704
Individual Support Sessions- 14.5	Administrative-
Group - 174	Crisis -
Victim Advocacy - 82.75	Office-
Crisis Intervention -	Direct Client Contact (crisis)-
Shelter -	Transportation-
Food - 6	
CCR - 7.5	
Case Management - 65.5	
DVOTI Individual Sessions - 14.5	

September

Audit - \$500.00

SUBMITTED BY: Blanca Chavez

TYPED NAME

Blanca Chavez
SIGNATURE

DATED: 10/03/23

Rev. 5/2013

RECEIVED OCT 06 2023

By

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

SUBRECIPIENT GRANT

FY 2023/24

1ST QUARTER

INVOICE: 2023-24/Q1

Date of Invoice: 10/5/2023

Invoice Amount: \$ 1,250

Submit To: *City of Truth or Consequences*

ATTN: City Clerk's Office

505 Sims Street

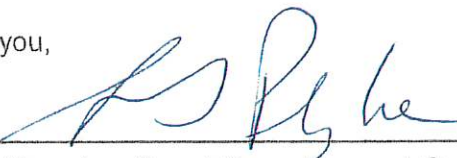
Truth or Consequences, NM 87901

Allocation Amount: \$ 5,000

Quarter Draw: \$ 1,250

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

Thank you,



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

SUBRECIPIENT QUARTERLY REPORT

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

FY: 2023/2024

19

ORGANIZATION: MATTHEW 25 FOOD PANTRY, INC

ALLOCATION: \$5,000

(FY Allotment, Not Qtr. Draw)

QTR DRAW: \$1,250

QUARTER: 1ST

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

(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 to those who are food insecure. Our mission is to serve the community's impoverished and underprivileged to those who qualify 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 is being submitted to the City for public record of such compliance.

This funding 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 16) and are governed by a volunteer Board of Directors. The Board Officers include a President, Directors, a Secretary, and a Treasurer 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) Charitable Organization Registration Online System.

2023/2024 Funding Purpose/Financial Performance

Matthew 25 relies on grants and monetary donations to cover all fixed expenses. Our goal is to cover 75% of our fixed expenses through grants and 25% using donations. Our rent, utilities and commercial property insurance cost total is expected to be \$16,900 from July - June 23/24. The grant from the City of \$5,000 along with grants from Sierra County, Network for Good, and other entities is expected to bring in \$7,500, of which in Quarter 1 2023 we will have acquired \$5,250, still falling short of our goal to cover 75% of fixed expenses. A reduction in expenditures for food and rent may accommodate the shortfall.

Donor contributions, which rose from 41% of total in 2021 to 69% of total in 2022, have decreased resulting in our need to continue fundraising efforts. Matthew 25 continues to seek out donors and grants and has applied, and will continue to apply, for multiple grants as well as do fundraising events through Southern New Mexico United Way and Network For Good. Matthew 25 promotions include: campaigns with donate buttons on multiple websites, retail "round-up" programs (Walmart, Sam's Club), and outreach efforts with other Nonprofit organizations and entities that help Nonprofits such as GuideStar, Candid, Great Nonprofits, ShareNM, Walmart SparkGood, Microsoft for Nonprofits, and Paypal Giving Fund.

Matthew 25 also participates in the Bullocks receipt program as well as accepts aluminum cans for recycling which provide other insignificant revenue streams. Matthew 25's assets include investment accounts for financial long-term needs and reserves for unforeseen catastrophes and any dividends and commissions are recorded in our profit/loss statements.

Matthew 25's budget is based on historical trends of revenue streams, and of known or projected fixed costs.

Matthew 25 strives to maintain a positive balance in our operational account and has not had to draw monies from our investment accounts. The budget for Fiscal Year 23/24 continues to show a positive balance in our net amount but does not show any current balance we hold. The Profit/Loss statement however contains our actuals to-date.

Appendix A provides our current Budget while Appendix B provides our Profit/Loss of January 2023 through September 2023

Scope of Work/Community Benefit Performance

Matthew 25 has seen an increase in the numbers of households and individuals we distribute food to weekly. Our average number of individuals served was 558 last year during Quarter 1 while this year our average number of individuals is 701 for Quarter 1. As cost of living continues to increase, Seniors account for our highest percentage of food insecure at 46% of our totals.

Appendixes C, and D provide our participant household statistics in summary, in detail, and in a trend chart.

SUBMITTED BY: _____ Laura Ploughe _____ / SIGNATURE _____
(Typed Name)

DATED: 10/5/2023

APPENDIX A

Mathew 25 Food Pantry FY2023/2024 Budget				
	July-Sept Only		Annual FY Budget	
	2023/2024	2023/2024	2023/2024	2022/2023
	Actuals	Monthly Avg	Current Year Budget	Previous Year Budget
Revenue				
Contributions	\$3,756.00	\$1,252.00	\$18,000.00	\$22,800.00
Grant Income	\$1,250.00	\$1,250.00	\$7,500.00	\$7,500.00
Bullock's Receipts	\$198.97	\$16.58	\$1,000.00	\$800.00
Reimbursements	\$0.00	\$0.00		
Miscellaneous	\$0.00	\$0.00		\$400.00
Rev Total	\$5,204.97	\$2,518.58	\$26,500.00	\$31,500.00
Expense				
Food	\$268.75	\$134.38	\$7,500.00	\$16,200.00
Rent	\$1,800.00	\$600.00	\$8,400.00	\$8,400.00
Utilities	\$4,048.07	\$1,349.36	\$7,000.00	\$6,200.00
Insurance	\$1,454.00	\$121.17	\$1,500.00	\$1,400.00
Professional Services (Pest cntrl, cleaners)	\$672.51	\$336.26	\$600.00	\$500.00
Miscellaneous	\$66.09	\$66.09	\$700.00	\$150.00
	\$8,309.42	\$692.45	\$25,700.00	\$32,850.00
xfer to Invest	\$0.00			
Expense Total	\$8,309.42		\$25,700.00	\$32,850.00
Net Income	-\$3,104.45		\$800.00	-\$1,350.00

Assumptions

Revenues:

A decrease in donor contributions

An increase in Bullocks receipt program dollars

Expenses

A decrease in food purchases due to retail rescue and community non-cash contributions

A decrease in rent

An increase in utilities

An increase in commercial property insurance

An increase in miscellaneous due to needed equipment

9:37 AM
10/05/23
Accrual Basis

Matthew 25
Profit & Loss
January through September 2023

	Jan - Sep 23
Ordinary Income/Expense	
Income	
DONATIONS	12,460.43
GRANT	3,250.00
Investments	
Interest-Savings, Short-term CD	36,121.59
Total Investments	36,121.59
Other Types of Income	
Miscellaneous Revenue	0.20
Total Other Types of Income	0.20
Total Income	51,832.22
Expense	
Business Expenses	
Business Registration Fees	30.00
Total Business Expenses	30.00
Contract Services	
Accounting Fees	354.99
Legal Fees	731.53
Total Contract Services	1,086.52
Facilities and Equipment	
Equip Rental and Maintenance	1,511.18
Property Insurance	1,454.00
Rent, Parking, Utilities	12,777.63
Total Facilities and Equipment	15,742.81
FOOD	1,000.99
Other Types of Expenses	
Other Costs	6,125.94
Total Other Types of Expenses	6,125.94
Total Expense	23,936.26
Net Ordinary Income	27,845.96
Net Income	27,845.96

APPENDIX C

2022-2024

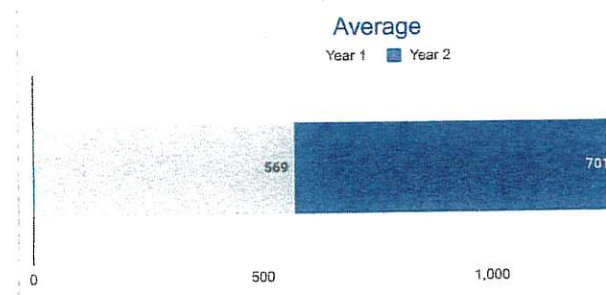
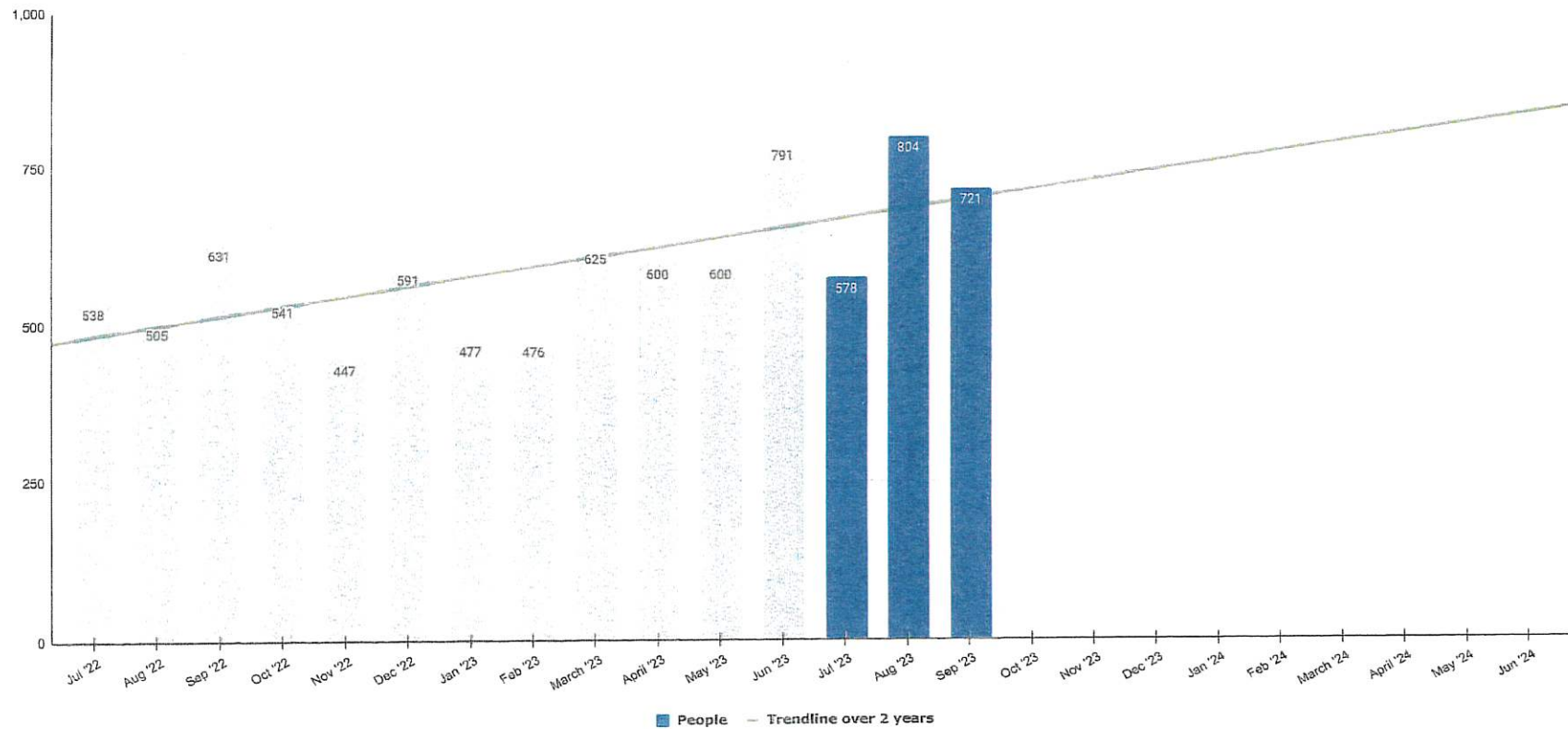
Matthew 25 Household participation statistics

AVG

Matthew 25 Participant Household Stats 2022/2020:				Matthew 25 Participant Household Detailed Breakdown 2022/2023									
2022/2023				Actual	% of total	Actual	% of total	Actual	% of total	Actual	% of total		
% increase/decrease monthly/quarterly													
People			HouseHolds	Seniors		Adults		Children under 5		Children 5-18		Avg	Avg
Jul '22	538	-	260	229	42.6%	171	31.8%	26	4.8%	112	20.8%	Qtr 1	Annual
Aug '22	505	-6.1%	236	189	37.4%	177	35.0%	29	5.7%	110	21.8%		
Sep '22	631	25.0%	301	236	37.4%	228	36.1%	50	7.9%	117	18.5%	558	
Oct '22	541	-14.3%	277	239	44.2%	188	34.8%	23	4.3%	91	16.8%	Qtr 2	
Nov '22	447	-17.4%	229	204	45.6%	155	34.7%	21	4.7%	67	15.0%		526
Dec '22	591	32.2%	294	242	40.9%	212	35.9%	28	4.7%	109	18.4%		
Jan '23	477	-19.3%	240	192	40.3%	169	35.4%	22	4.6%	94	19.7%	Qtr 3	
Feb '23	476	-0.2%	238	196	41.2%	172	36.1%	24	5.0%	84	17.6%		
March '23	625	31.3%	338	262	41.9%	259	41.4%	16	2.6%	88	14.1%		526
April '23	600	-4.0%	308	231	38.5%	239	39.8%	31	5.2%	99	16.5%	Qtr 4	
May '23	600	0.0%	315	245	40.8%	243	40.5%	22	3.7%	90	15.0%		
Jun '23	791	31.8%	405	305	38.6%	305	38.6%	38	4.8%	143	18.1%	664	
Jul '23	578	-26.9%	297	276	47.8%	181	31.3%	42	7.3%	79	13.7%	Qtr 1	Annual
Aug '23	804	39.1%	415	359	44.7%	277	34.5%	51	6.3%	117	14.6%		
Sep '23	721	-10.3%	367	332	46.0%	245	34.0%	31	4.3%	113	15.7%	701	
Oct '23													
Nov '23													701
Dec '23													
Jan '24													
Feb '24													
March '24													701
April '24													
May '24													
Jun '24													
Grand Totals													

APPENDIX D

Matthew 25 Food Pantry - People Served by Month July 2022-June 2024



RECEIVED OCT 04 2023

Sierra Joint Office on Aging
360 W. 4th Ave.

Truth or Consequences, NM 87901

19

SUBRECIPIENT GRANT
FY 2023/2024
1st QUARTER INVOICE

Date of Invoice: 10/04/23

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
Finance Director
575-894-6641

RECEIVED OCT 04 2023

SUBRECIPIENT QUARTERLY REPORT

FY: 2023/2024

74

ORGANIZATION: Sierra Joint Office on Aging

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

ALLOCATION: \$35,000.00 \$ 8,750.00
(FY Allotment) (Quarterly Draw)

QUARTER: 1st
(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 previous quarter through 9/30/2023:

- 7,152 Congregate meals in the dining room.
- 10,482 Meals delivered to Homebound seniors
- 2,659 Transportation both locally and a daily Las Cruces run for Dr. appointments.
- 24 rides for Assisted Transportation
- 1,962.25 hrs. Homemaking services provided
- 60.75 hours provided for Respite.

We are still seeing an increase in meals served due to the return of the "snowbirds". We are still trying to hire more homemakers as we have wait lists for homemaker and respite services.

We received the new wheelchair van 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.

The Club
122 N. Broadway St.
T or C, NM 87901



SUBRECIPIENT GRANT
FY 2023/2024
1st QUARTER INVOICE

Date of Invoice: 10/10/2023

Invoice Amount: \$1,250

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

Allocation Amount: \$5,000

Quarter Draw: \$1,250

Please send payment to: *The Club*
1300 S. Broadway
T or C, NM 87901

Thank you,

Charis Baxter
505-446-0030



SUB-RECIPIENT QUARTERLY REPORT

FY: 23/24

ORGANIZATION: The Club

ALLOCATION: \$5,000.00

(FY Allotment, Not Qtr. Draw)

QUARTER: 1st

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

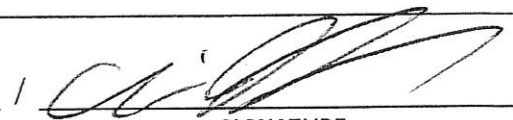
(Please confine your report to a one-page "narrative" for each quarter.)

The Club provided free Dinners to all youth who attended our programming. We provided transportation to and from the schools as well as sports and club practices and meetings
We were open 12-6 mon-fri during the holiday break and open from 3pm-6pm
Mon-Fri during the school year.
We taught healthy cooking and a variety of STEAM activities.
We provided high quality trained mentors for youth to connect with as well as out of school programming at no cost. We have provided a multitude of free classes based on youth interest.
The Club served a total of 50 registered youth during this quarter.
We took part in craft fairs where the youth priced and sold things they had made and then they decided what to do with the proceeds.
Youth were given opportunities to learn job skills through our Jr. Staff program

SUBMITTED BY:

Charis Baxter

TYPED NAME



SIGNATURE

DATED: 10/10/23

Rev. 5/2013

RECEIVED OCT 20 2023

76

Invoice Form

Geronimo Springs Museum
ORGANIZATION/RECIPIENT'S NAME
ADDRESS
CITY, STATE and ZIP

Sierra County Historical Society
Geronimo Springs Museum
205 & 211 Main Street (2 bldgs)
Truth or Consequences NM87901

SUBRECIPIENT GRANT

~~FY 2017/18~~ FY 2023/24

1ST QUARTER INVOICE

Date of Invoice: 10/13/2023

Invoice Amount: \$

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

Allocation Amount: \$ 5000.00

Quarter Draw: \$ 1883.66

Amount remaining \$3116.34

Please send payment to: *Organization/Recipient's Name*
Address
City, State & Zip

Sierra County Historical Society
Geronimo Springs Museum
211 Main Street
Truth or Consequences NM 87901

Thank you,

Debbie H. Hush
Signature of Authorized Representative

Debbie Hilbish / Executive Secretary, SCHS

~~Typed Name of Authorized Representative~~

Phone No. (Museum) 575-894-6600 (Debbie) 575-636-0246

RECEIVED OCT 13 2023

Quarterly Report

77

SUBRECIPIENT QUARTERLY REPORT

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

2023/24
FY: 2018/2019

ORGANIZATION: SCHS for Geronimo Springs Museum

ALLOCATION: \$5000.00

(FY Allotment, Not Qtr. Draw)

QTR DRAW: \$0.00
\$1883.66

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

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

The city of Truth or Consequences approved \$5000.00 for Geronimo Springs Museum, which is represented by Sierra County historical Society, to be used to assist with the monthly utility bills for buildings at 205 Main Street and 211 Main street. We will use the funds to pay for water, sewer, electricity, and gas. The buildings at these two locations are both filled with artifacts and information pertaining to the history of Sierra County.

The treasurer inadvertently missed a payment to the city for the period covered from 8/17/23 -9/15/23. Once the error was found, a check was issued to correct the error. The check #1375 did not clear the bank in time to be included this report, but was included when tallying monies for the first quarter. Debbie will bring it to the City Office as soon as a copy of the cleared check is at the bank.

SUBMITTED BY: Debbie Hilbish/ SCHS Escretary /

TYPED NAME

SIGNATURE

DATED: 10/13/23

Rev. 5/2014

Qtr 1 Subrecipient Report totals

Sierra County Historical Society for Geronimo Springs Museum

28.51
+ 28.51
+ 44.50
+ 279.91
+ 28.70
+ 28.70
+ 131.77
+ 44.50
+ 50.38
+ 50.00
+ 794.67
+ 29.47
+ 29.04
+ 315.00 (will bring to city when check clears the bank)

\$1883.66 Amount allotted for 2023/24 \$5000.00

Quarter 1 Utilities - 1883.66

Allotted amount left \$3116.34

Geronimo Trail Scenic Byway, Inc.

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

INVOICE subrecipient grant

70

Date 08/01/2023

To City of Truth or Consequences

For Operating expenses July 2023

Telephone \$ 176.67

Postage/Shipping \$ 2.55

Visitor Center Supplies \$ 270.63

Office Supplies \$

Total \$ 449.85

Amount due \$ 466.67 per contract

Thank you

RECEIVED SEP 05 2023

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 ~~09/01/2023~~

To City of Truth or Consequences

For Operating expenses ~~August 2023~~

Telephone \$ 176.67

Postage/Shipping \$ 23.26

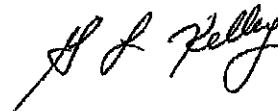
Visitor Center Supplies \$ 1.20

Office Supplies \$

Total \$ 201.13

Amount due \$ ~~466.67~~ per contract

Thank you



Geronimo Trail Scenic Byway, Inc.

P O Box 1072

• 523 Broadway •

Phone (575) 894-1968

Truth or Consequences, New Mexico 87901

RECEIVED OCT 03 2023

INVOICE subrecipient grant

79

Date 10/1/01/2023

To City of Truth or Consequences

For Operating expenses 

Insurance \$ 754.00

Telephone \$ 176.65

Website Maintenance & Hosting \$ 583.43

Visitor Center Supplies \$ 24.80

Office Supplies \$ 52.01

Total \$ 1590.89

Amount due \$  per contract

Thank you



SUBRECIPIENT QUARTERLY REPORT
FY: 2023/2024

RECEIVED OCT 11 2023

ORGANIZATION: Geronimo Trail Scenic Byway

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

ALLOCATION: \$5000

(FY Allotment)

\$933.34

(Quarterly Draw)

QUARTER: 1st

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

SUBMITTED BY:

Gina Kelley

Print Name


Signature

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

The Geronimo Trail Visitor Center is open 6 days per week: Sunday from 12-3pm, Tuesday through Friday from 10am-3pm and Saturday from 8:30am-5:30pm. In the first quarter of FY24 the Visitor Center's 4 volunteers will have contributed 410 volunteer hours. Our volunteer Director spent approximately 40 hours per month on administrative duties for a total of 120 hours. Additionally, our Director and our Board President have spent over 130 hours during the first quarter on issues surrounding moving the Visitor Center from 301 S. Foch St to 523 Broadway. As of this report, the Visitor Center has not yet moved due to delays in construction at the new location. These 660 volunteer hours represent a value of over \$15,000 in the 1st quarter.

During the first quarter we welcomed 1128 visitors. This represents a 33% downturn in visitation from last summer. There were two factors that kept visitors from walking our downtown district: the extreme heat of July & August, and the road construction. In September things began to pick back up; we are starting to see the winter snowbirds make their way south. We provide these visitors with information on our hotels & restaurants, local attractions, events and recreational opportunities. Saturday Spaceport Tours continue to bring in 30+ people every weekend, most of who overnight in T or C. This is why our Saturday hours are extended; our volunteer opens early for the tour attendees and stays late until the tour returns to the Visitor Center.

This quarter our visitors have come to T or C from 43 states and 11 countries. Thus far this quarter we responded to 375 requests for information, and 52 phone calls for information. This quarter we have distributed over 1000 brochures promoting Truth or Consequences and Sierra County to New Mexico Tourism Visitor Information Centers and the El Paso Visitor Centers located at ELP and the Convention Center.

Total expenses for the period:

Telephone/Internet:	\$ 530.00
Insurance:	\$ 754.00
Website Maintenance & Hosting	\$ 583.00
Visitor Center Supplies:	\$ 297.00
Office Supplies:	\$ 52.00
Postage & Shipping:	\$ 26.00
	<u>\$2242.00</u>

Sales of souvenir merchandise and donations from the public have enabled us to cover the costs that exceeded the \$933 that we've received thus far from our subrecipient grant award.

SUBRECIPIENT QUARTERLY REPORT

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

FY: 2023/2024

ORGANIZATION: MainStreet Truth or Consequences

ALLOCATION: \$45,000.00

(FY Allotment, Not Qtr. Draw)

QTR DRAW: \$11,250.00

QUARTER: 1st

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

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

This has been a busy quarter for MainStreet Truth or Consequences. Along with setting up a consistant way to share information with City Commission, we have been working hard on projects to support local businesses and bring people Downtown

We kicked off the awarded Resilient Communities Fund project, Here's Your Sign! and chose 5 businesses from those that entered to have the oppoertunity to work with local artists to create a new sign in order to improve business visilibilty.

We also delivered a Trash Clean Up event for Downtown where 60 volunteers supported and we cleared 380lbs of trash and 150lbs of recyclables. This was a collaboration project with the City of T or C, Sierra County Arts Council, T or C Chamber of Commerce and The Bountiful Alliance Recycling Committee. We also painted 6 trash cans in the Downtown district to great success with requests to paint all the remaining cans. Over 230 hours of community time went towards this project at an estimated cost of \$5414.88.

There were Second Saturday Art Hops over all three months. MainStreet is partnering with the Sierra County Arts Council on these events, which drew people out over the hot months. MainStreet T or C also just announced Trick or Treat Downtown and we are collaborating with Sierra County Arts Council and The Bountiful Alliance Recycling Committee on their 5th Recycled Art Show where we have been heavily involved in planning.

We have also initiated our Deck of Cards project to great excitement within the community, and are working on our Old-Fashioned Christmas event too as well as an ecommerce project.

We attended the MainStreet New Mexico conference in September where we are exploring relevant learnings from the conference in our operations.

We continue to communicate with MRWM to stay in the loop about the Foch Street Renovation Project.

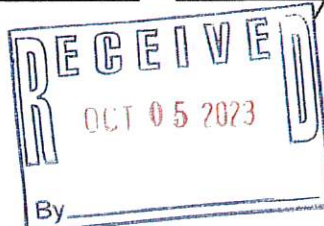
We are working on plans and timings for agreed Economic Vitality Strategies and will be kicking off projects including a local business monthly meet up to help cross promotion and ecommerce education.

SUBMITTED BY: Cathy Mears-Martin

TYPED NAME

DATED: 10/05/23

SIGNATURE



Rev. 5/2014

MainStreet Truth or Consequences

P.O. Box 1602
Truth or Consequences, NM 87901

575-740-6180

TH

Bill To: City of Truth or Consequences

Invoice #: 2304

Address: 505 Sims
Truth or Consequences, NM
87901

Invoice Date: 10/5/2023

Contact: Cathy Mears-Martin

87901

Date	Item #	Description	Qty	Unit Price	Discount	Total
5/31/2023		City Contribution (Jul-Oct)	1	\$11,250.00		\$11,250.00

Invoice Subtotal \$11,250.00

Tax Rate 0.0%

Sales Tax \$0.00

MAKE ALL CHECKS PAYABLE TO MAINSTREET TRUTH OR CONSEQUENCES.

Deposit Received

Total \$11,250.00



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: F.1

SUBJECT: Resolution No. 15 23/24 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: October 17, 2023

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Kristie Wilson, Finance Director

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

Recommendation:

Approval Resolution No. 15 23/24 Budget Adjustment Requests for Fiscal Year 2023-2024

Attachments:

Resolution No 15 23/24

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): No

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 10-25-23



RESOLUTION NO. 15 23/24

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

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

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

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

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

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

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

PASSED, ADOPTED and APPROVED this **25th day of October, 2024**.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2023-24 10/25/2023
DFA Resolution Number: 15 23/24
BAR NUMBER 2

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	21200	21200-0001-47110	State- Law Enforcement Appropriation	Revenue	\$ 112,500.00		\$ (112,500)	\$ -	
1	21200	21200-3001-52011	FICA - Medicare	Expense	\$ 1,750.00		\$ (1,750)	\$ -	
1	21200	21200-3001-51061	Recruitment Stipend	Expense	\$ 20,000		\$ (20,000)	\$ -	
1	21200	21200-3001-51062	Retention Stipend	Expense	\$ 90,750		\$ (90,750)	\$ -	
1	21210	21210-0001-47120	State- Law Enforcement Appropriation	Revenue	\$ -	\$ 112,500		\$ 112,500	
1	21210	21210-3001-51061	Stipend	Expense	\$ -	\$ 112,500		\$ 112,500	

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Amanda Forrister, Mayor

(Date)

State of New Mexico - DFA Local Government Division
 Budget Adjustment Request - Truth or Consequences (City) - 2024
 DFA BAR LERR Resolution 15 23/24

Bar ID	Contact	Phone	Email	Status
13-225-14779				ENTITY

Details

Fund	Department	Object Code	PreAdjusted Budget	Adjustment	Adjusted Budget
21200 Laws of FY22 LERR (YEAR 1)	0001 No Department	47120 State - Law Enforcement Appropriation	112,500.00	-112,500.00	0.00
21200 Laws of FY22 LERR (YEAR 1)	3001 Law Enforcement	51061 Recruitment Stipend	20,000.00	-20,000.00	0.00
21200 Laws of FY22 LERR (YEAR 1)	3001 Law Enforcement	51062 Retention Stipend	90,750.00	-90,750.00	0.00
21200 Laws of FY22 LERR (YEAR 1)	3001 Law Enforcement	52011 FICA - Medicare	1,750.00	-1,750.00	0.00
21210 Laws of FY22 LERR (YEAR 2)	0001 No Department	47120 State - Law Enforcement Appropriation	0.00	112,500.00	112,500.00
21210 Laws of FY22 LERR (YEAR 2)	3001 Law Enforcement	51061 Recruitment Stipend	0.00	112,500.00	112,500.00

Justification

Compliance with Section 8-6-2, NMSA, 1978 compilation:

1. The requested budget adjustments were authorized at a scheduled Governing Body meeting open to the public on **2023-10-25**
2. Justification should provide a sufficient explanation for budget adjustment. Backup documentation such as grant award letter or other documents requested by Budget and Finance Analysts, should be submitted on LGBMS.

Approvals

Name	Role	Date
	Entity Submitter	
	Analyst	
	Bureau Chief	

RE: [EXTERNAL] RE: UPDATE: - LGMBS Info - LER -Laws of FY 23 - new 1st Yr Appropriation - COA



Coates, Kathleen, DFA <kathleen.coates@dfa.nm.gov>
To: Kerin Salcedo

😊 Reply ↩️ Reply All ➡️ Forward ⋮

Tue 10/17/2023 8:18 AM

 You forwarded this message on 10/17/2023 8:30 AM.

Kerin,

IF this is for LERR here is info: **all expenditures** need to roll up into 51061 - for the BAR make sure you title the BAR LERR (NOT LER) for this .

Revenue COA

21210 Laws of 2022-LERR (Year 2)	0001 No Department	47120 State - Law Enforcement Appropriation	C & M County and Municipality
----------------------------------	--------------------	---	-------------------------------

Expenditures COA

21210 Laws of 2022-LERR (Year 2)	3001 Law Enforcement	51061 Stipend	ALL Entity Types
----------------------------------	----------------------	---------------	------------------



Kathleen Coates

Budget & Finance Analyst | Local Government Division
Department of Finance and Administration
Email: kathleen.coates@dfa.nm.gov
Cell: (505) 487-3907 | **Fax:** (505) 824-4948
407 Galisteo St. Room 202 | Santa Fe, New Mexico 87501

"A good leader encourages followers to tell him what he needs to know, not what he wants to hear."
-John C. Maxwell



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: F.2

SUBJECT: Resolution Establishing Legal Holidays for 2024

DEPARTMENT: City Manager's Office

DATE SUBMITTED: October 18, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

Resolution establishing, designating, and declaring legal holidays for 2024

Recommendation:

Approve

Attachments:

- Resolution
- Click here to enter text.

Fiscal Impact (Finance): Choose an item.

Click here to enter text.

Legal Review (City Attorney): Choose an item.

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: Click here to enter a date. Referred To: Click here to enter text.

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

File Name: CC Agendas 10-25-23

Resolution 16 23/24

A RESOLUTION ESTABLISHING
LEGAL HOLIDAYS

WHEREAS, the City of Truth or Consequences Commission met in regular session on October 25, 2023 and

WHEREAS, the City of Truth or Consequences board deems it necessary to designate and declare specific days as legal holidays, now;

THEREFORE BE IT RESOLVED, that the City of Truth or Consequences board declares the following legal holidays to be observed;

New Year's Day/Eve	will be observed on Monday	January 1, 2024
Martin Luther King Jr. Day	will be observed on Monday	January 15, 2024
Presidents Day	will be observed on Monday	February 19, 2024
Spring Day – 4 Hours	will be observed on Friday	March 29, 2024
Fiesta Day – 4 Hours	will be observed on Friday	May 3, 2024
Memorial Day	will be observed on Monday	May 27, 2024
Juneteenth	will be observed on Wednesday	June 19, 2024
Independence Day	will be observed on Thursday	July 4, 2024
Labor Day	will be observed on Monday	September 2, 2024
Indigenous People Day	will be observed on Monday	October 14, 2024
Veterans Day	will be observed on Monday	November 11, 2024
Thanksgiving Day	will be observed on Thursday	November 28, 2024
Day after Thanksgiving	will be observed on Friday	November 29, 2024
Christmas Eve	will be observed on Tuesday	December 24, 2024
Christmas Day	will be observed on Wednesday	December 24, 2024
New Year's Day/Eve	will be observed on Wednesday	January 1, 2025

Holidays are paid at 8 or 4 hrs. time and a half if worked and straight 8 or 4 hrs. if not working.

Total of 112 hours of holiday time for the year.

PASSED, APPROVED AND ADOPTED this 25th day of August, 2023

Amanda Forrister, Mayor

ATTEST:

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: F.3

SUBJECT: LERF Resolution
DEPARTMENT: Finance
DATE SUBMITTED: October 17, 2023
SUBMITTED BY: Kristie Wilson, Finance Director
WHO WILL PRESENT THE ITEM: Kristie Wilson/Chief Luis Tavizon

Summary/Background:

Resolution for LERF Funding for Recruitment and Retention of local law enforcement pertaining to HB68

Recommendation:

Approve and sign the resolution to receive the funding for the recruitment and retention

Attachments:

- Resolution 17 23/24 LERF Funds Resolution

Fiscal Impact (Finance): Yes

Once signed, the City of T or C will receive a total of \$281,250.00 dispersed 50% the first year (\$112,500), 50% the second year (\$112,500) and 25% the third year (\$56,250) to be spent according to HB68.

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 10-25-23



RESOLUTION NO. 17 23/24

A RESOLUTION REQUESTING DISBURSEMENT OF LAW ENFORCEMENT RETENTION FUNDS

WHEREAS, the appropriation was approved by the City Commission of the City of Truth or Consequences, New Mexico, on October 25, 2023, pursuant to Chapter 6, Article 76 NMSA 1978; and

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Truth or Consequences, State of New Mexico hereby adopts the appropriation in the amount of \$112,500 for the first year, \$112,500 for the second year and \$56,250 for the third year; hereinabove described and attached and respectfully requests disbursement of funds from the New Mexico Department of Public Safety

PASSED, ADOPTED and APPROVED this 25th day of October, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

RECIPIENT:**City of Truth or Consequences**APPROPRIATION NUMBER:TOTAL ALLOCATION
AMOUNT:REVERSION DATE:**22-ZG1016-52-2****\$281,250.00****June 30, 2024**ALLOCATION PURPOSE

Two hundred eighty-one thousand two hundred fifty dollars and zero cents over three years to be utilized for recruitment and retention stipends. The second allocations will be disbursed within 5 business days of execution of this agreement.

ALLOCATION DISBURSEMENT

The remaining allocation amount, after receiving the first-year allocation in fiscal year 2023, will be disbursed as follows. The second-year allocated funds will be disbursed up to \$112,500 in fiscal year 2024, and the third-year allocated funds will be disbursed up to \$56,250 in fiscal year 2025. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement.

Funds for the second disbursement must be expended by June 30, 2024; and the third disbursement will be made in August 2024 to be expended by June 30, 2025. Any amount not expended in each of the remaining two years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Report, providing updates on expenditures for recruitment and retentions stipends.

CERTIFICATION

I hereby certify that the **City of Truth or Consequences**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

Local Law Enforcement Agency_____
Date_____
Authorized Local Governing Body Authority_____
DateAPPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for the second-year disbursement for appropriation number 22-ZG1016-52-2 in the amount of \$112,500.00.

Local Government Director_____
Date

REIMBURSING AGENCY: Department of Finance and AdministrationBusiness Unit: 341

STATE OF NEW MEXICO
Law Enforcement Recruitment and Retention
Report Form
Exhibit A

Allocation Recipient:				
Appropriation Number:				
Fiscal Year	2024			
Quarter (please select)	September ☐	December ☐	March ☐	June ☐

# Of Officers <u>Recruited</u> this Quarter:	Total Amount of <u>Recruitment</u> Stipend:

# Of Officers <u>Retained</u> this Quarter:	Total Amount of <u>Retention</u> Stipends:

Narrative: (Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)

Completed by _____

Recruitment and retention stipends may be distributed to:

- A. a person who is not certified as a law enforcement officer pursuant to the Law Enforcement Training Act upon employment with a law enforcement agency; provided that the recipient successfully obtains such certification;
- B. a person who is certified as a law enforcement officer pursuant to the Law Enforcement Training Act upon employment with a law enforcement agency; provided that the recipient remains employed with that agency for three months; and
- C. a person who is certified as a law enforcement officer pursuant to the Law Enforcement Training Act currently employed by a law enforcement agency; provided that the law enforcement officer remains employed with that law enforcement officer's current agency for one additional year.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: F.4

SUBJECT: Law Enforcement Resolution
DEPARTMENT: Finance
DATE SUBMITTED: October 17, 2023
SUBMITTED BY: Kristie Wilson, Finance Director
WHO WILL PRESENT THE ITEM: Kristie Wilson/Chief Luis Tavizon

Summary/Background:

Resolution for Law Enforcement Funding of 3 new officers (1 detective and 2 new officers)

Recommendation:

Approve and sign the resolution to receive the funding for the hiring of 3 new officers

Attachments:

- Resolution 18 23/24 Hiring of New Officers

Fiscal Impact (Finance): Yes

Once signed, the City of T or C will receive a total of \$393,750.00 dispersed 100% the first year (\$225,000), 50% the second year (\$112,500) and 25% the third year (\$56,250) to be spent according to Appropriation 23-ZH5048-96.

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

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 10-25-23



RESOLUTION NO. 18 23/24

A RESOLUTION REQUESTING DISBURSEMENT OF LAW ENFORCEMENT NEW OFFICER FUNDS

WHEREAS, the appropriation was approved by the City Commission of the City of Truth or Consequences, New Mexico, on October 25, 2023, pursuant to Chapter 6, Article 76 NMSA 1978; and

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Truth or Consequences, State of New Mexico hereby adopts the appropriation in the amount of \$225,000 for the first year, \$112,500 for the second year and \$56,250 for the third year; hereinabove described and attached and respectfully requests disbursement of funds from the New Mexico Department of Public Safety

PASSED, ADOPTED and APPROVED this 25th day of October, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

RECIPIENT:

City of Truth or Consequences

APPROPRIATION NUMBER:

TOTAL ALLOCATION
AMOUNT:

REVERSION DATE:

23-ZH5048-96

\$393,750.00

June 30, 2024

ALLOCATION PURPOSE

Three Hundred and Ninety Three Thousand Seven Hundred and Fifty Dollars and Zero Cents over three years to hire law enforcement/support positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed 100% up to \$225,000 the first year, 50% up to \$112,500 the second year, and 25% up to \$56,250 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended from July 1, 2023, through June 30, 2024; the second 50% disbursement will be made in August 2024 to be expended by June 30, 2025; and the last disbursement of 25% will be made in August 2025 to be expended by June 30, 2026. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Recruitment Report, providing updates on the hiring of law enforcement/support positions.

CERTIFICATION

I hereby certify that the **City of Truth or Consequences**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

Local Law Enforcement Agency

Date

Authorized Local Governing Body Authority

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number **23-ZH5048-96** in the amount of **\$393,750.00**.

Wesley Billingsley
Director, Local Government Division

Date

Business Unit: 341

Narrative: (Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)	



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: F.5

SUBJECT: Discussion/Action – Resolution 19 23/24 to Request a Contract Time Extension for the Grant Funding Awarded Through NMDOT LGRF

DEPARTMENT: Community Development

DATE SUBMITTED: October 19, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager/Buster Smith, Streets Manager

Summary/Background:

Staff requesting additional time to complete the project (Pine Street from 5th Street to 8th Street) due to a waterline repair/replacement that was needed within the specified termini, contractor supply/availability and City Street Manager turnover.

Recommendation:

- Approve Resolution and sign letter of extension request

Attachments:

- Resolution 19 23/24
- Letter of Extension

Fiscal Impact (Finance): No

[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. [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 10-25-23

*Amanda Forrister
Mayor*

*Rolf Hechler
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Shelly Harrelson
Commissioner*

*Angie Gonzales
City Manager*

October 25, 2023

Mr. Aaron Chavarria, P.E., District Engineer
C/O Gil Gallosa, LGRF Coordinator
NM DOT - District One
2912 East Pine Street
Deming, NM 88030

RE: 2022-2023 Cooperative Agreement
Contract No. D19304
Vendor No. 0000054340
Control No. HW2L100526

Dear Mr. Chavarria:

The City of Truth or Consequences would like to request a time extension on the above listed project from December 31, 2023 to December 31, 2024. The Scope of Work will remain the same. The City of Truth or Consequences is requesting additional time to complete the project due to a waterline repair/replacement that was needed within the specified termini, contractor supply/availability and City Street Manager turnover.

Please find attached a revised signed resolution.

Should you require further information, or have any questions, do not hesitate to contact our office.

Sincerely,

Angie Gonzales
City Manager

Attachments: Resolution 19 23/24



RESOLUTION NO. 19 23/24

A RESOLUTION TO REQUEST A CONTRACT TIME EXTENSION FOR THE GRANT FUNDING AWARDED THROUGH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) – CONTRACT D19304

WHEREAS, the City of Truth or Consequences, New Mexico, has the legal authority to apply for, receive and administer state and federal funds; and,

WHEREAS, the City of Truth or Consequences was awarded NMDOT- Local Government Road Funds in the amount of \$313,636.00, consisting of the NMDOT share of \$235,227.00 along with the City's matching portion of \$78,409.00; and,

WHEREAS, the reference number of the funding agreement is Control Number is HW2L100523, the Contract Number is D19304;

WHEREAS, the City of Truth or Consequences requests to extend the expiration date of the Agreement to December 30, 2024, to allow completion of the project; and,

WHEREAS, no additional funding is required for this extension of time;

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

1. The City of Truth or Consequences officially requests from the NMDOT one-year time extension to complete the above-mentioned project.
2. The City of Truth or Consequences will diligently ensure that the project complies with all terms of the existing and any amendments.
3. The City of Truth or Consequences assures the NMDOT that it can provide the funds above and beyond the anticipated cost of the project, should the project cost exceed the provided funds.

PASSED, APPROVED AND ADOPTED THIS 25th day of October 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: G.1

SUBJECT: Spaceport America presentation
DEPARTMENT: City Manager's Office
DATE SUBMITTED: October 18, 2023
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Charlie Hurley

Summary/Background:

Presentation to provide an update of the Spaceport

Recommendation:

N/A

Attachments:

- Click here to enter text.
- Click here to enter text.

Fiscal Impact (Finance): N/A

Click here to enter text.

Legal Review (City Attorney): N/A

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: Click here to enter a date. Referred To: Click here to enter text.

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

File Name: CC agendas 10-25-23



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: G.2

SUBJECT: PD Update
DEPARTMENT: City Manager's Office
DATE SUBMITTED: October 20, 2023
SUBMITTED BY: City Clerk Torres
WHO WILL PRESENT THE ITEM: Chief of Police Tavizon

Summary/Background:

PD Update

Recommendation:

Presentation only

Attachments:

- N/A
- [Click here to enter text.](#)

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 10-25-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: G.3

SUBJECT: Discussion/Action: Changing the Temporary Golf Course Pro Shop Clerk position to a Casual Employee position.

DEPARTMENT: Golf Course

DATE SUBMITTED: October 19, 2023

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: Rick Artman, Golf Course Superintendent

Summary/Background:

Per the Personnel Policy a Temporary Employee position will not exceed a six (6) month period. Changing this position to a Casual Employee the golf course will have coverage in the summer evenings and throughout the year when an employee goes on vacation or sick leave. This employee may also work as needed for other departments.

Recommendation:

Approve changing position

Attachments:

- Personnel Policy Section 11: Employment Status 2.1 Position Specifications B and E

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-25-2025

- 1.42 **TRANSFER:** The voluntary or involuntary movement of an employee, from one department or office to another department or office in the City service.
- 1.43 **UNCLASSIFIED EMPLOYEE (or At-Will Employee):** An employee that can be dismissed at any time, with or without cause. The terminable-at-will employees in the City shall be probationary employees, temporary employees, contract employees, and others designated by the Commission. Terminable-at-will employees are not entitled to the grievance procedures provided for in these Rules.

SECTION II: EMPLOYMENT STATUS

2.1 Position Specification: The City shall establish position specifications for all positions. Position specifications shall include title, tasks, duties, responsibilities and minimum qualifications. They will also specify knowledge, skills, education, and abilities required of applicants. See Definitions for description of employee position. An employee may qualify for one or more of the following position descriptions:

- A. **Probationary Employee:** A full-time or part-time employee hired to fill a regular position that has not yet completed the one (1) year probationary period of employment, or (twelve (12) months for police officers) during which time the employee is terminable-at-will. During this probationary period, the supervisor is required to evaluate the employee every three (3) months.
- B. **Temporary Employee:** A temporarily employee, hired to fill a vacancy due to the absence of an employee or for some other requirement. Temporary employment will not exceed a six (6) month period. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.
- C. **Regular Employee:** **Full-time:** An employee who has successfully completed probation with a work schedule of at least forty (40) hours per week. **Part-time:** An employee who has successfully completed probation with a work schedule of twenty (20) hours or more, but less than forty (40) hours per week. Employees working twenty (20) hours or more on a consecutive basis are eligible for fringe benefits.
- D. **Grant Funded Employee:** A full or part-time employee hired to fill a position that exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received or upon expiration of the grant agreement.
- E. **Casual Employee:** An employee hired to fill a position paid by the hour that may be called on short notice and/or on an occasional basis. Casual employee may also work less than twenty (20) hours a week. A casual employee is paid only for hours worked and does not receive any employment benefits. A casual employee does not have the right to grieve employment decisions.
- F. **Unclassified Employee:** An employee who can be dismissed at any time, with or without cause. The terminable-at-will employees in the City shall be probationary employees, temporary employees, casual employees, contract employees, and others designated by the Board. Terminable-at-will employees are not entitled to the grievance procedures provided for in these Rules.
- G. **Classified Employee:** An employee that serves the prescribed probationary period and is eligible for the rights and privileges provided for under these Rules.
- H. **Contract Employee:** Contract employees are unclassified, FLSA exempt and have a contract approved by the Board modifying the conditions of the City's personnel policy.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: G.4

SUBJECT: Discussion/Action: Approval of a two-year lease extension proposal for the golf carts being used at the T. or C. Municipal Golf Course

DEPARTMENT: Golf Course

DATE SUBMITTED: October 19, 2023

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: Rick Artman, Golf Course Superintendent

Summary/Background:

The current lease agreement ends March of 2024. The two-year lease extension will increase the cost by nine cents per month for the twenty (20) 2018 golf carts from \$903.51 to \$903.60. The cost to lease the new 2024 golf carts is \$1905 per month.

Recommendation:

Approve the two-year lease proposal

Attachments:

- Yamaha Master Lease Agreement
- Two-year Lease Proposal

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-25-2023



5225 Pino Ave NE. Albuquerque, NM 87109 Phone:(505) 452-2222 Fax:(505) 452-3333 www.newmexicogolfcars.com

October 9, 2023

**YAMAHA QUIETECH GAS FLEET CAR PROPOSAL FOR:
TRUTH OR CONSEQUENCE GOLF COURSE**

Mr. Rick Artman
Truth or Consequence Golf Course
685 Marie St.
Truth or Consequences, NM 87901

Dear Mr. Artman,

Thank you for the opportunity to present Truth or Consequence Golf Course with this proposal for a lease extension on the fleet currently at your facility. This letter will recap the details of our discussions to extend the lease on the twenty (20) 2018 Quietech cars. After you have had a chance to review, please let me know by phone or email if you have any questions or need additional information.

Agreement type and payment structure:

The agreement will be for a two-year lease on the equipment with a consecutive payment structure. The first payment will be due April 15, 2024, and a final payment will be due in March 2026 for a total of 24 payments. Terms are subject to approval by Yamaha Motor Finance Company (YMFC).

Description of Yamaha Units and included equipment:

A quantity of twenty (20) 2018 Yamaha Quietech EFI fleet cars, Glacier White in color will be included in the lease. These cars will come equipped with rain-drain top, sweater basket, energy absorbing bumpers, Shafer rear end with drum brakes, **Yamaha's famous 357cc EFI engine with Quietech technology**, modular rear body panels, wheel covers, information holders, dual USB ports, polycarbonate windshields, fleet numbers, and two sand and seed bottles.

Delivery and Pick-up:

The fleet is currently at the golf course.

Warranty:

The factory warranty has expired on these units.

Pricing:

****All pricing is good for 30 days and does not include any applicable taxes****

Payments will be \$903.60 per month (\$45.18 per car).

Insurance, Taxes and Maintenance:

During the contract period, the course is responsible for all insurance, taxes and maintenance (other than warranty) and any loss or damage other than normal wear and tear. Service contracts are available separately. Course personnel are invited and **encouraged** to attend our annual factory service seminar held at our Albuquerque facility each spring. This free seminar allows course personnel to work with a certified Yamaha technician to gain a better understanding of how to maintain and troubleshoot a Yamaha fleet.

DRIVE²

Additional Considerations

- We would like to extend a 20% discount on all parts as a benefit of doing business with Masek's. Between our three locations (Commerce City CO, Albuquerque NM and Gering NE) we have a parts inventory of roughly \$800,000 at any time so we are sure to have all the parts you need.
- Masek's will offer to perform an annual tune up of the utility unit that is currently at the club for their free use. This unit will remain the property of Masek's during its time at the club.

Questions and further information:

Please call Jordan Weber 303.952.7400(work) or 303.489.2187(mobile) with any questions or concerns you may have. My e-mail address is Jordan@masekcolorado.com

Thank you for the opportunity to be of service to you with Yamaha, the world's finest golf cars and utility vehicles!

Yours truly,

Jordan Weber

Accepted for Truth or Consequence Golf Course

Jordan Weber
District Sales Manager
Masek Golf Cars of Colorado

Date: _____

** This proposal is intended only for the use of the person to whom it is addressed and may contain information that is confidential or privileged. Any dissemination, distribution or copying of this proposal without prior consent from Masek Golf Car Company is prohibited. **



MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated April 23, 2010 between YAMAHA MOTOR FINANCE CORPORATION, U.S.A., having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and CITY OF TRUTH OR CONSEQUENCES having its principal office at 6555 ST. TRUTH OR CONSEQUENCES, RM 8700 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. **Lease of Equipment.** Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.

2. **Term.** The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on each Equipment Schedule and shall continue for the number of months indicated on each Equipment Schedule.

3. **Rent.** Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. **Selection, Delivery, and Acceptance.** Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.

5. **Location and Inspection.** Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.

6. **Care, Use, and Maintenance.** Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.

7. **Insurance.** Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, however caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.

8. **Storage.** Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.

9. **Title.** Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessee's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessor may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty (lease or day certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity/Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the incurrence in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or incurrence shall continue for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor (or any of its assignees hereunder); or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) Terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for each purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenant of this Lease, or on account of Lessor's enforcement of its remedies hereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. **Non-Appropriation of Funds.** Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. **Binding Effect Successors and Assigns.** This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. **Notice.** Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. **Governing Law.** This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the state where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. **Severability.** In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable each provision in any other jurisdiction.

24. **Signed Counterparts.** The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. **Article 2A.** To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-609 through 2A-622 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. **Statute of Limitations.** Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. **Entire Agreement.** This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alteration or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF TRUTH OR CONSEQUENCES

as Lessee

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

Y By: Morris Madlock

By: Jeff Young

Y Print Name: Morris Madlock

Print Name: Jeff Young

Y Title: City Manager

Title: President

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 200923
dated April 23, 2019 to the Master Lease Agreement dated
April 23, 2019 between Yamaha Motor Finance Corporation, U.S.A.
(the "Lessor") and CITY OF TRUTH OR CONSEQUENCES
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above
Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date
shown below

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
20 DR2A EFI GOLF CARS		See Attachment	NEW	RUTH OR CONSEQUENCES MUNICIPAL G 688 MARIE ST. RUTH OR CONSEQUENCES, NM 87901

ADDITIONAL CONDITIONS/SPECIAL TERMS:

This agreement includes 1 free-use turn-in car.

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability
of the Equipment.

CITY OF TRUTH OR CONSEQUENCES

as Lessee

By:

Name:

Title:

Morris Madrid
Morris Madrid
City Manager

Attachment "A"

Serial Numbers For: TRUTH OR CONSEQUENCES

Lease# M19050923

20 DR2AR EPI GOLF CAI

JOB-116039	JOB-116042	JOB-116787	JOB-117482	JOB-117498
JOB-117499	JOB-117665	JOB-117666	JOB-117667	JOB-117671
JOB-117672	JOB-117673	JOB-117677	JOB-117684	JOB-117691
JOB-117693	JOB-117696	JOB-117697	JOB-117703	JOB-117706

EXHIBIT A
EQUIPMENT SCHEDULE # 300223
Dated 04/23/2012

1. This Schedule covers the following property ("Equipment"):
20 DRI A EPI GOLF CARS
2. Location of Equipment:
TRUTH OR CONSEQUENCES MUNICIPAL GC
683 MARIE ST.
TRUTH OR CONSEQUENCES, NM 87901
3. The Lease term for the Equipment described herein shall commence on April 28, 2012 and shall consist of 60 months from the first day of the month following said date.
4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
60 MONTHLY PAYMENTS IN THE AMOUNT OF \$903.51 (APPLICABLE TAXES TO BE BILLED),
STARTING APRIL 2012 AND ENDING MARCH 2014. DUE THE 28TH DAY OF
THE MONTH AS FOLLOWS:

Apr-12 \$903.51	Jan-20 \$903.51	Jan-21 \$903.51	Jan-22 \$903.51	Jan-23 \$903.51	Jan-24 \$903.51
May-12 \$903.51	Feb-20 \$903.51	Feb-21 \$903.51	Feb-22 \$903.51	Feb-23 \$903.51	Feb-24 \$903.51
Jun-12 \$903.51	Mar-20 \$903.51	Mar-21 \$903.51	Mar-22 \$903.51	Mar-23 \$903.51	Mar-24 \$903.51
Jul-12 \$903.51	Apr-20 \$903.51	Apr-21 \$903.51	Apr-22 \$903.51	Apr-23 \$903.51	
Aug-12 \$903.51	May-20 \$903.51	May-21 \$903.51	May-22 \$903.51	May-23 \$903.51	
Sep-12 \$903.51	Jun-20 \$903.51	Jun-21 \$903.51	Jun-22 \$903.51	Jun-23 \$903.51	
Oct-12 \$903.51	Jul-20 \$903.51	Jul-21 \$903.51	Jul-22 \$903.51	Jul-23 \$903.51	
Nov-12 \$903.51	Aug-20 \$903.51	Aug-21 \$903.51	Aug-22 \$903.51	Aug-23 \$903.51	
Dec-12 \$903.51	Sep-20 \$903.51	Sep-21 \$903.51	Sep-22 \$903.51	Sep-23 \$903.51	
	Oct-20 \$903.51	Oct-21 \$903.51	Oct-22 \$903.51	Oct-23 \$903.51	
	Nov-20 \$903.51	Nov-21 \$903.51	Nov-22 \$903.51	Nov-23 \$903.51	
	Dec-20 \$903.51	Dec-21 \$903.51	Dec-22 \$903.51	Dec-23 \$903.51	
5. Interest Factor: 4.99 %
6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 04/23/2012 between the parties (the "Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

This agreement includes 1 free-use loaner car.

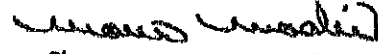
Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the Lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease.

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF TRUTH OR CONSEQUENCES

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By: 
Name: Morris Madrid
Title: City Manager

By: 
Name: Jeff Young
Title: President



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: G.5

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: October 18, 2023
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Kristie Wilson, Finance Director

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases More Than \$20,000)

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Listing of Purchase Requisitions \$20,000 or More
- Purchase Requisitions, Procurement Documentation

Fiscal Impact (Finance): Choose an item.

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 10-25-23

PURCHASE REQUISITION APPROVAL

2023-24 Fiscal Year

COMMISSION MEETING 10/25/2023

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
90907	NM Self Insurers Fund	Workers' Comp Insurance Premiums City Wide	Kristie Wilson	Finance	\$ 26,599.00	
90908	NM Self Insurers Fund	General Liability Insurance Premiums City Wide	Kristie Wilson	Finance	\$ 119,350.00	
90910	NM Self Insurers Fund	Vehicle Insurance Premiums City Wide	Kristie Wilson	Finance	\$ 22,890.00	
90911	NM Self Insurers Fund	Property Insurance Premiums City Wide	Kristie Wilson	Finance	\$ 30,634.00	
90912	NM Self Insurers Fund	Dishonesty Insurance Premiums City Wide	Kristie Wilson	Finance	\$ 1,328.00	
90913	NM Self Insurers Fund	Dishonesty Insurance Premiums Airport	Kristie Wilson	Finance	\$ 2,260.00	
					\$ 203,061.00	

ATTEST:

Angela Torres, Clerk-Treasurer

Date _____

Amanda Forrister, Mayor

Date _____



REQUISITION

Requisition #: 90907

Date: 10/11/2023

Vendor #: 0538

ISSUED TO: NM SELF INSURERS FUND
P.O. BOX 846
SANTA FE, NM 87504

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1013-41785	34.47
2	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1001-41785	68.35
3	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1002-41785	89.16
4	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1003-41785	535.24
5	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1004-41785	144.14
6	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1008-41785	1,067.81
7	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1007-41785	4,457.88
8	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1006-41785	633.02
9	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1009-41785	781.62
10	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1010-41785	29.72
11	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1011-41785	3,361.24
12	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1012-41785	367.03
13	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1014-41785	1,882.12
14	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 101-1016-41785	148.60
15	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 502-3601-41785	123.33
16	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 503-3702-41785	2,708.02
17	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 504-3803-41785	1,683.89
18	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 505-3904-41785	3,804.36
19	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 506-4005-41785	2,730.90
20	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 508-4303-41785	738.23
21	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 295-4803-41785	783.40
22	0 ANNUAL WORKERS COMP INSURANCE PF		0.00 509-4403-41785	426.47

PO Description: ANNUAL WORKERS COMP INSURANCE PREMIUMS FY 24

Detailed Description:

ANNUAL WORKERS COMPENSATION PREMIUMS FOR FY 2023-2024

Authorized By: _____

SUBTOTAL:	26,599.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	26,599.00



REQUISITION

Requisition #: 90908

Date: 10/11/2023

Vendor #: 0538

ISSUED TO: NM SELF INSURERS FUND
P.O. BOX 846
SANTA FE, NM 87504

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 ANNUAL GENERAL LIABILITY INSURANCE		0.00 101-1018-46732	8,243.71
2	0 ANNUAL GENERAL LIABILITY INSURANCE		0.00 101-1007-46732	49,881.05
3	0 ANNUAL GENERAL LIABILITY INSURANCE		0.00 216-4503-46732	3,339.86
4	0 ANNUAL GENERAL LIABILITY INSURANCE		0.00 502-3601-46732	2,635.10
5	0 ANNUAL GENERAL LIABILITY INSURANCE		0.00 503-3702-46732	31,944.90
6	0 ANNUAL GENERAL LIABILITY INSURANCE		0.00 504-3803-46732	4,576.46
7	0 ANNUAL GENERAL LIABILITY INSURANCE		0.00 505-3904-46732	11,490.75
8	0 ANNUAL GENERAL LIABILITY INSURANCE		0.00 506-4005-46732	4,253.65
9	0 ANNUAL GENERAL LIABILITY INSURANCE		0.00 509-4403-46732	2,984.52

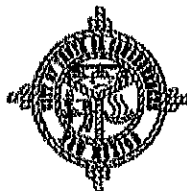
PO Description: ANNUAL GENERAL LIABILITY INSURANCE PREMIUMS FY 24

Detailed Description:

ANNUAL GENERAL LIABILITY INSURANCE PREMIUMS FY 24

Authorized By: _____

SUBTOTAL:	119,350.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	119,350.00



REQUISITION

Requisition #: 90910

Date: 10/11/2023

Vendor #: 0538

ISSUED TO: NM SELF INSURERS FUND
P.O. BOX 846
SANTA FE, NM 87504

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 ANNUAL VEHICLE INSURANCE PREMIUM		0.00 101-1018-46733	5,611.39
2	0 ANNUAL VEHICLE INSURANCE PREMIUM		0.00 216-4503-46733	2,804.05
3	0 ANNUAL VEHICLE INSURANCE PREMIUM		0.00 502-3601-46733	564.44
4	0 ANNUAL VEHICLE INSURANCE PREMIUM		0.00 503-3702-46733	2,702.28
5	0 ANNUAL VEHICLE INSURANCE PREMIUM		0.00 504-3803-46733	2,515.11
6	0 ANNUAL VEHICLE INSURANCE PREMIUM		0.00 505-3904-46733	3,238.74
7	0 ANNUAL VEHICLE INSURANCE PREMIUM		0.00 506-4005-46733	1,880.51
8	0 ANNUAL VEHICLE INSURANCE PREMIUM		0.00 509-4403-46733	564.44
9	0 ANNUAL VEHICLE INSURANCE PREMIUM		0.00 101-1007-46733	3,009.04

PO Description: ANNUAL VEHICLE INSURANCE PREMIUM FY 24

Detailed Description:

ANNUAL VEHICLE INSURANCE PREMIUM FY 24

SUBTOTAL:	22,890.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	22,890.00

Authorized By: _____



REQUISITION

Requisition #: 90911

Date: 10/11/2023

Vendor #: 0538

ISSUED TO: NM SELF INSURERS FUND
P.O. BOX 846
SANTA FE, NM 87504

SHIP TO: City of Truth or Consequences
505 Slms St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 ANNUAL PROPERTY INSURANCE PREMIUI		0.00 505-3904-46731	7,251.16
2	0 ANNUAL PROPERTY INSURANCE PREMIUI		0.00 216-4503-46731	1,834.12
3	0 ANNUAL PROPERTY INSURANCE PREMIUI		0.00 101-1018-46731	8.53
4	0 ANNUAL PROPERTY INSURANCE PREMIUI		0.00 506-4005-46731	4,009.46
5	0 ANNUAL PROPERTY INSURANCE PREMIUI		0.00 504-3803-46731	2,345.96
6	0 ANNUAL PROPERTY INSURANCE PREMIUI		0.00 503-3702-46731	1,492.88
7	0 ANNUAL PROPERTY INSURANCE PREMIUI		0.00 502-3601-46731	10,450.19
8	0 ANNUAL PROPERTY INSURANCE PREMIUI		0.00 509-4403-46731	3,241.70

PO Description: ANNUAL PROPERTY INSURANCE PREMIUMS FY 24

Detailed Description:

ANNUAL PROPERTY INSURANCE PREMIUMS FY 24

Authorized By: _____

SUBTOTAL:	30,634.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	30,634.00



REQUISITION

Requisition #: 90912

Date: 10/11/2023

Vendor #: 0538

ISSUED TO: NM SELF INSURERS FUND
P.O. BOX 846
SANTA FE, NM 87504

SHIP TO: City of Truth or Consequences
505 Silms St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0 LOYEE DISHONESTY INSURANCE PREMIL		0.00	101-1018-46732	1,328.00
PO Description: ANNUAL EMPLOYEE DISHONESTY INSURANCE PREMIUM FY 24					
Detailed Description: ANNUAL EMPLOYEE DISHONESTY INSURANCE PREMIUM FY 24					

Authorized By: _____

SUBTOTAL:	1,328.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	1,328.00



REQUISITION

Requisition #: 90913

Date: 10/11/2023

Vendor #: 0538

ISSUED TO: NM SELF INSURERS FUND
P.O. BOX 846
SANTA FE, NM 87504

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 LOYEE DISHONESTY INSURANCE PREMIL		0.00 509-4403-46732	2,260.00
PO Description: ANNUAL AIRPORT INSURANCE PREMIUMS FY 24 Detailed Description: ANNUAL AIRPORT INSURANCE PREMIUMS FY 24				

Authorized By: _____

SUBTOTAL:	2,260.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	2,260.00



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: G.6

SUBJECT: Discussion/Action – Summary Plat Amendment at 400-410 Van Patten Ave
DEPARTMENT: Community Development
DATE SUBMITTED: October 19, 2023
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

Public Hearing was held at the regularly scheduled Planning and Zoning Meeting on 10-10-2023. No Proponents/Opponents. Board recommended approval

Recommendation:

- Approve/Deny Planning and Zoning Recommendation

Attachments:

- Planning and Zoning Agenda Packet
- Draft Meeting Minutes 10-10-23 P & Z Meeting

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [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 10-25-23



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 10-10-2023

ITEM: Public Hearing/Discussion/Action: Summary Plat Amendment at 400-410 Van Patten Ave.

BACKGROUND: Applicant wishes to amend their lot lines. All required documents have been submitted, certified mailings sent and all fees paid. No issues/concerns with utilities.

SUPPORT INFORMATION:

Boundary Survey Plat
Summary Replat

Name of Drafter: Traci Alvarez	: Assistant City Manager	Meeting date 10-10-2023
E-mail: talvarez@torcnm.org	Phone: 575-894-6673	

Lots 10,11,12,13,14,15,16, Block 37
Palomas Hot Springs Townsite
Truth or Consequences,
Sierra County, New Mexico

Reference
Personal Representative's Dead Book 131 Page 1011
filed 1/29/2019
Assessor Account #5771

Basis of Bearing:
 Revised and Amended Plat of Palomas Hot Springs
 Townsite filed 5/8/1929 Plot #28, reference document
 for Foch Street, Van Patten Avenue, Lots in Block 37,
 elev. record dimensions.

subject lots and adjoining lots are contiguous

Record dimensions shown in italics where record dimensions do not equal field measurements.

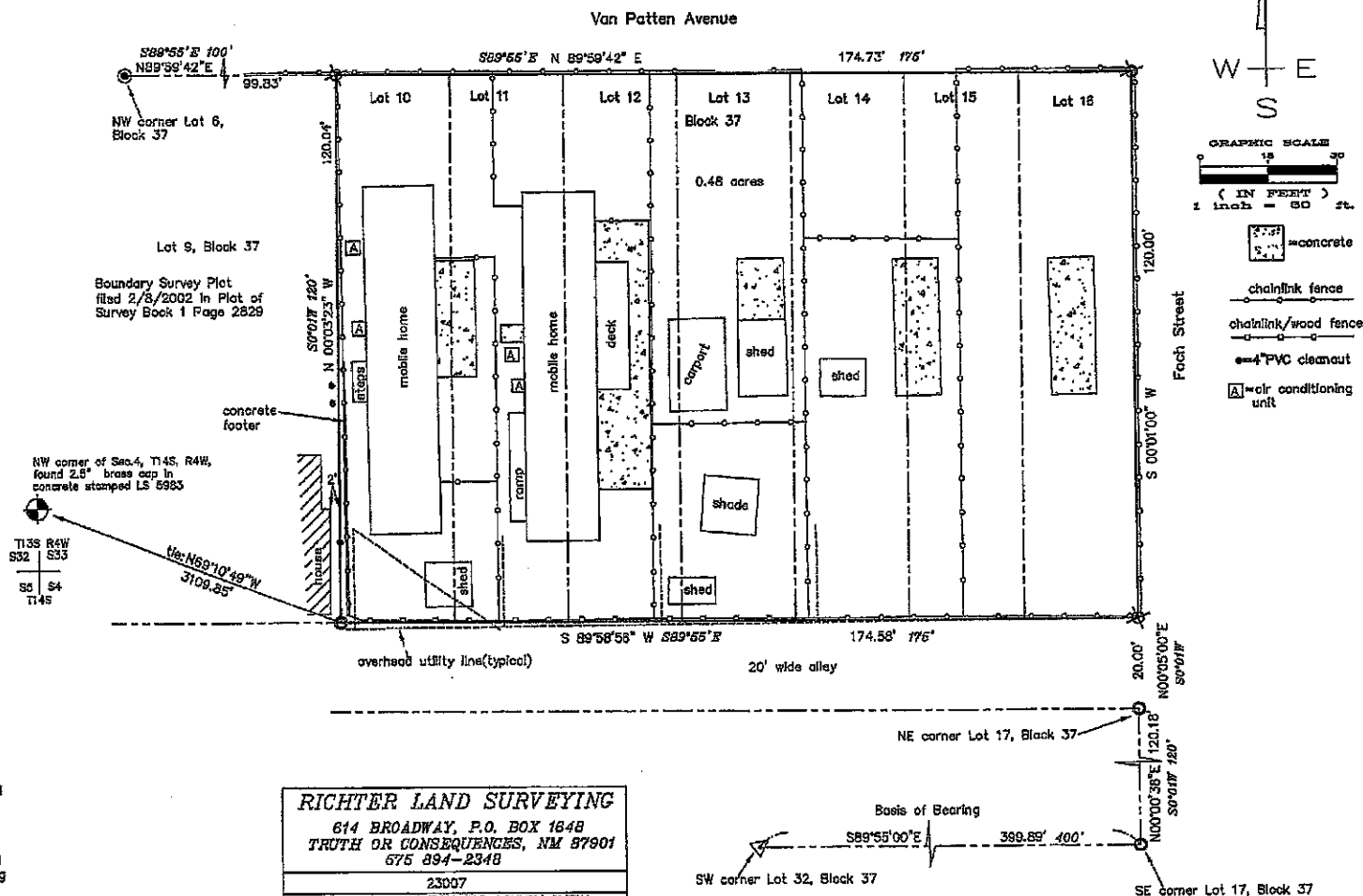
- = found 5/8" rebar & 1.25" plastic survey cap stamped Loftus & Co RLS 8473
- ▽ = found 5/8" rebar & 1.25" plastic survey cap stamped J.L. RICHTER NMLS 13984
- ✱ = set 1/2" rebar with 1" plastic survey cap stamped 13984
- = found 5/8" rebar

found and accepted monuments tagged with
a 0.75" brass disc stamped 13984

all monument dimensions are "outside diameter"

No. 13984-4 do hereby certify that the said Boundary Survey Plat and the actual survey of the same upon which this is based were performed by the said Surveyor under my supervision; that I am responsible for this survey, that the same meets the Minimum Standards for Surveying in New Mexico and that it is true and correct to the best of my knowledge and belief. I further certify that this is a true and correct copy of the original of this instrument as the same is on file in the New Mexico State Land Office and that this instrument is a true and correct copy of the original of the said Boundary Survey Plat as the same is on file in the State Land Office of an existing tract or tracts.

Jeff L. Richter N.M.P.S. #13984 Date



RICHTER LAND SURVEYING
614 BROADWAY, P.O. BOX 1648
TRUTH OR CONSEQUENCES, NM 87901
675 894-2348

23007
INDEXING INFORMATION FOR COUNTY CLERK

Gary Cunningham
Sec 4, T14S, R4W
Palomas Hot Springs Townsite

SUMMARY REPLAT

Lot 15A & Lot 16A, Block 37, Palomas Hot Springs Townsite
formerly Lots 10 thru 16 (inclusive) Block 37, Palomas Hot Springs Townsite
Truth or Consequences, Sierra County, New Mexico

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR ACKNOWLEDGEMENTS
AND SURVEYORS CERTIFICATE

References

Personal Representative's Deed Book 131 Page 1011
filed 1/29/2019

Notice of Real Estate Contract filed 7/14/2023 in
Book 140 Page 4800

Assessor Account #5771

Revised and Amended Plat of Palomas Hot Springs
Townsite filed 5/8/1929 Plat #28, reference document
for Foch Street, Van Patten Avenue, Lots in Block 37,
alley, record dimensions.

Basils of Bearing:
Boundary Survey Plat filed 7/14/2023 in Book 140 Page 4597

subject lots and adjoining lots are contiguous

See Boundary Survey Plat filed 7/14/2023 in Book 140
Page 4597 for record dimensions

○ = found 5/8" rebar & 1.25" plastic survey cap
stamped Loftus & Co RLS 8473

△ = set 1/2" rebar with 1" plastic survey cap
stamped 13984

⊗ = found 1/2" rebar with 1" plastic survey cap
stamped 13984

found and accepted monuments tagged with
a 0.75" brass disc stamped 13984

all monument dimensions are "outside
diameter"

NW corner of Sec. 4, T14S, R4W,
found 2.5" brass cap in
concrete stamped LS 5883

T13S R4W
S32 S33
S5 S4
T14S

Lot 9, Block 37

Boundary Survey Plat
filed 2/8/2002 in Plat of
Survey Book 1 Page 2829

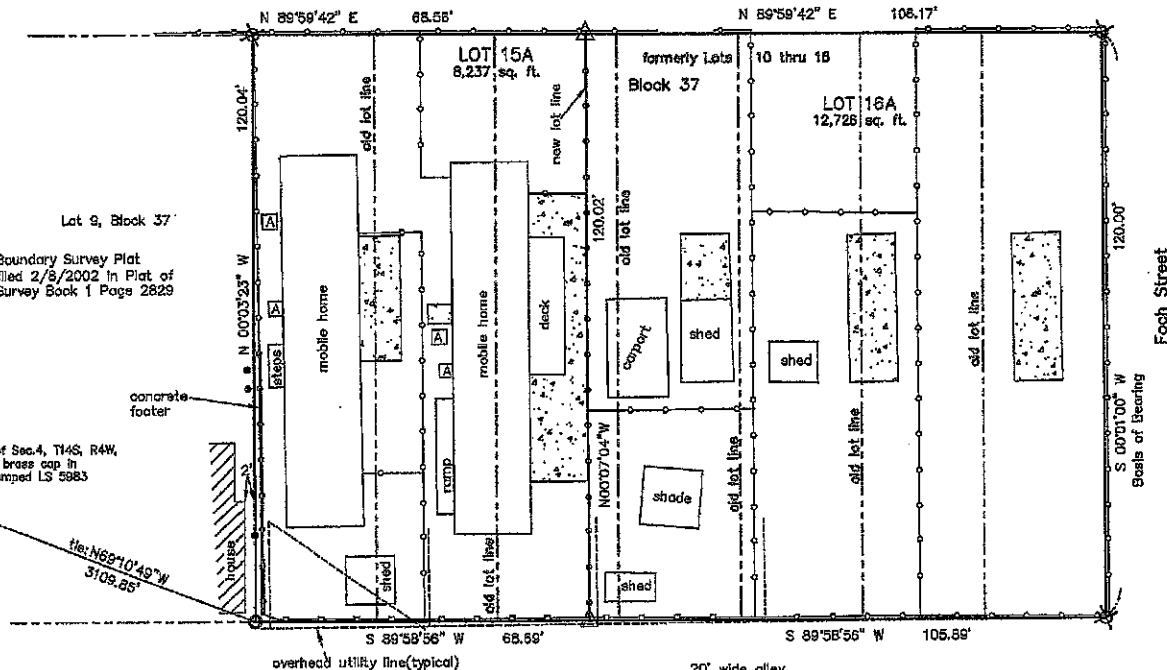
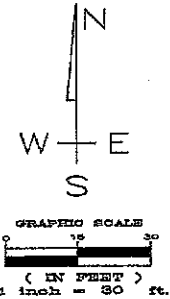
concrete
footer

Me: N68°10'49"W
3109.85'

overhead utility line (typical)

20' wide alley

Van Patten Avenue



RICHTER LAND SURVEYING

614 BROADWAY, P.O. BOX 1848
TRUTH OR CONSEQUENCES, NM 87901
575 894-2348

23007 Replat

INDEXING INFORMATION FOR COUNTY CLERK

Gary Cunningham
c/o PTY 2 TORC, LLC
Sec 4, T14S, R4W
Palomas Hot Springs Townsite

SUMMARY REPLAT

Lot 15A & Lot 16A, Block 37, Palomas Hot Springs Townsite
formerly Lots 10 thru 16 (inclusive) Block 37, Palomas Hot Springs Townsite
Truth or Consequences, Sierra County, New Mexico

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR DOCUMENT CITATIONS
AND SUMMARY REPLAT

The replat of lots as shown and designated on Sheet 2 of 2 is
hereby approved

Mayor, City of Truth or Consequences, NM

Date

The replat of lots as shown and designated on Sheet 2 of 2 is in
accordance with the wishes and desires of the undersigned, to wit:

Chris Slate

Date

COUNTY OF SIERRA)
STATE OF NEW MEXICO)

The foregoing instrument was acknowledged before me this 24th
of August, 2023, by Chris Slate.

Lisa D Sadler
NOTARY PUBLIC

4-13-2026
MY COMMISSION EXPIRES

The replat of lots as shown and designated on Sheet 2 of 2 is in
accordance with the wishes and desires of the undersigned, to wit:

Gary Cunningham
Gary Cunningham

8-29-23
Date

COUNTY OF SIERRA)
STATE OF NEW MEXICO)

The foregoing instrument was acknowledged before me this 24th
of August, 2023, by Gary Cunningham.

Lisa D Sadler
NOTARY PUBLIC

4-13-2026
MY COMMISSION EXPIRES

STATE OF NEW MEXICO
NOTARY PUBLIC

Lisa D Sadler

Commission Number 1122067
My Commission Expires April 13, 2026

The replat of lots as shown and designated on Sheet 2 of 2 is in
accordance with the wishes and desires of the undersigned, to wit:

Jessica Logreira
Jessica Logreira

8/24/2023
Date

COUNTY OF SIERRA)
STATE OF NEW MEXICO)

The foregoing instrument was acknowledged before me this 24th
of August, 2023, by Jessica Logreira.

Lisa D Sadler
NOTARY PUBLIC

4-13-2026
MY COMMISSION EXPIRES

STATE OF NEW MEXICO
NOTARY PUBLIC

Lisa D Sadler

Commission Number 1122067
My Commission Expires April 13, 2026

SURVEYOR CERTIFICATE

I, Jeff L. Richter, a duly Licensed Professional Surveyor
No. 13984, do hereby certify that the foregoing Plat and the
actual survey of the land on which the same are based were
performed by me or under my direct supervision; that I am
responsible for the survey; that the survey meets the
Minimum Standards for Surveying in New Mexico; and that it
is true and correct to the best of my knowledge and belief.

Jeff L Richter
Jeff L Richter

4-17-2023
Date

RICHTER LAND SURVEYING

614 BROADWAY, P.O. BOX 1648
TRUTH OR CONSEQUENCES, NM 87901
575 894-2348

23007 Replat

INDEXING INFORMATION FOR COUNTY CLERK

Gary Cunningham
c/o PTY 2 TORC, LLC
Sec 4, T14S, R4W
Palomas Hot Springs Townsite

SF corner Lot 17, Block 37

Requested Replat of Lot Lines

SUMMARY REPLAT

Lot 15A & Lot 16A, Block 37, Palomas Hot Springs Townsite
formerly Lots 10 thru 16 (inclusive) Block 37, Palomas Hot Springs Townsite
Truth or Consequences, Sierra County, New Mexico

SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR ACKNOWLEDGEMENTS
AND SURVEYORS CERTIFICATE

Reference

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filed 1/29/2019

Notice of Real Estate Contract filed 7/14/2023 in
Book 140 Page 4800

Assessor Account #5771

Revised and Amended Plat of Palomas Hot Springs
Townsite filed 5/8/1929 Plat #28, reference document
for Foch Street, Van Patten Avenue, Lots in Block 37,
alley, record dimensions.

Basis of Bearing:

Boundary Survey Plat filed 7/14/2023 in Book 140 Page 4597

subject lots and adjoining lots are contiguous

See Boundary Survey Plat filed 7/14/2023 in Book 140
Page 4597 for record dimensions

● = found 5/8" rebar & 1.25" plastic survey
cap stamped Loftus & Co RLS 8473

▲ = set 1/2" rebar with 1" plastic survey cap
stamped 13984

★ = found 1/2" rebar with 1" plastic survey cap
stamped 13984

found and accepted monuments tagged with
a 0.75" brass disc stamped 13984

all monument dimensions are "outside
diameter"

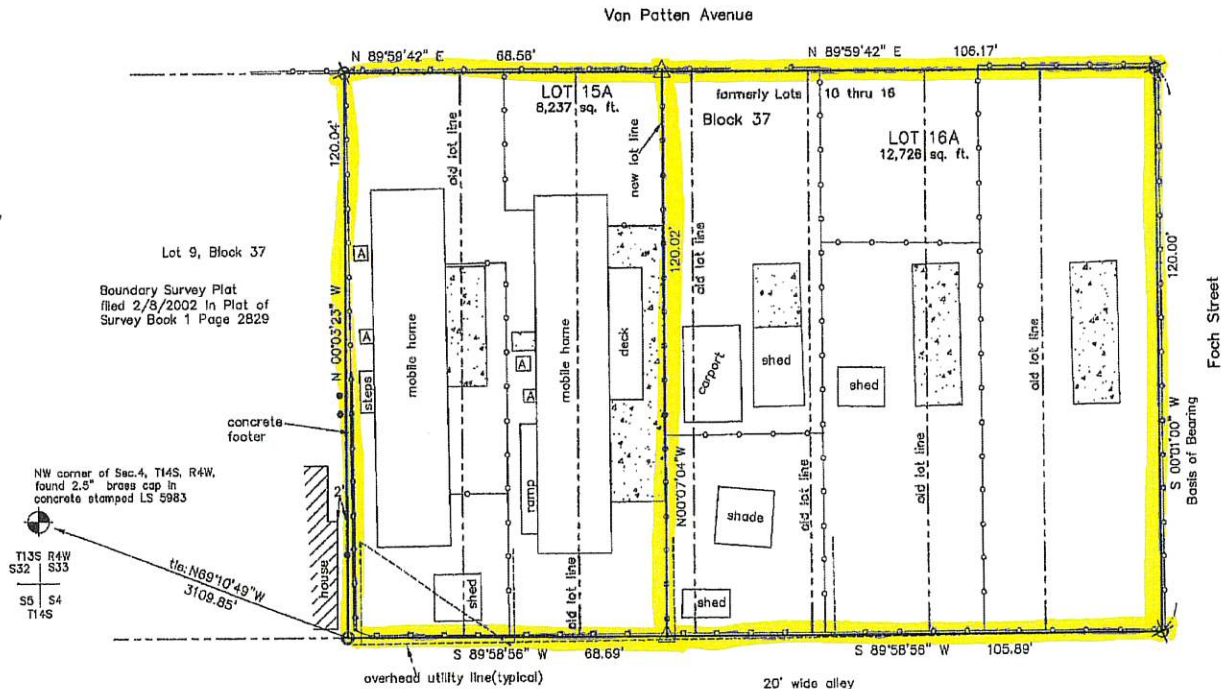
■ = concrete

—○— chainlink fence

—○— chainlink/wood fence

—○— 4" PVC cleanout

▲ = air conditioning
unit



RICHTER LAND SURVEYING

614 BROADWAY, P.O. BOX 1648
TRUTH OR CONSEQUENCES, NM 87901
575 884-2348

23007 Replat

INDEXING INFORMATION FOR COUNTY CLERK

Gary Cunningham
c/o PTY 2 TORC, LLC
Sec 4, T14S, R4W
Palomas Hot Springs Townsite



*Amanda Forrister
Mayor*

*Rolf Hechler
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Shelly Harrelson
Commissioner*

*Angie Gonzales
City Manager*

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Tuesday, October 10, 2023 to receive input regarding the following:

Public Hearing/Discussion/Action: Summary Plat Amendment at 400-410 Van Patten Ave.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

Should you have any questions regarding this Public Hearing, please contact Traci Alvarez at (575) 941-0565 or by email at talvarez@torcnm.org.

The agenda may be obtained on Friday, October 6, 2023 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

/s/ Angela A. Torres, CMC, City Clerk

Publish on the following date:

- Sentinel— Friday, September 22, 2023



Sec. 15-15. - Alternate summary procedure.

A. *Approvals by Planning and Zoning Commission:* The Planning and Zoning Commission may approve or deny the following types of subdivisions:

1. A re-plat of a previously filed subdivision when:
 - a. No more lots are created than exist in the area at the time of the submittal of the replat application; and,
 - b. All lots to be created have direct, legal, unobstructed access to an existing City maintained street;
 - c. All lots to be created have direct, unobstructed legal access to existing City water and wastewater lines;
 - d. The subdivider files with the City a Letter of Credit for funds adequate to pay for connecting the lots to the City's water and wastewater lines, or, pays to the City the City's fees for connecting the lots to the City's water and wastewater lines;
 - e. The new lots comply in all ways with the standards for lots contained within the City's Comprehensive Planning and Zoning Code;
 - f. All new lots are laid out in a manner which allows utility service to be provided to the purchasers of said lots;
 - g. All lots to be eliminated or created exist within the area of a single block of lots in a previously platted and filed subdivision; and,
 - h. No vacation of street dedications or utility easements is proposed; or,
 - i. Lots are to be eliminated.
2. The subdivision of previously unsubdivided land when:
 - a. No more than two lots are created;
 - b. Both lots to be created have direct, legal, unobstructed access to an existing City maintained and paved street with curb gutter and sidewalk;
 - c. Both lots to be created have direct, unobstructed legal access to existing City water and wastewater lines;
 - d. The subdivider files with the City a Letter of Credit for funds adequate to pay to connect both lots to the City's water and wastewater lines, or, pays to the City funds for connecting both lots to the City's water and wastewater lines;
 - e. The new lots comply in all ways with the standards for lots contained within the City's Comprehensive Planning and Zoning Code;
 - f. The new lots are laid out in a manner which allows utility service to be provided to the purchasers of said lots; and,
 - g. No vacation of street dedications or utility easements is proposed.

B. *Limit on number of summary procedures:* The summary procedure shall be used only once on any one property, or within any group of contiguous or adjacent properties owned by a subdivider, unless the property has been master-planned, legally subdivided, and is zoned for industrial uses, and wherein the streets within those subdivisions have been dedicated to and accepted by the City. No subdivider who has received approval of a subdivision shall utilize the summary procedure to subsequently increase the number of lots within said subdivision.

C. *Elective pre-application procedure:*

1. Prior to filing a summary plat, the subdivider may submit a conceptual plan of the proposed subdivision to the City's Zoning Administrator. The conceptual plan shall provide enough

information for the Zoning Administrator to locate the proposed subdivision and to comprehend its scope and potential impacts. Neither a written application nor an application fee are required for submittal of a conceptual plan.

2. The City's Zoning Administrator shall place the proposed summary subdivision on the next possible agenda of the Planning and Zoning Commission for discussion, when the Planning and Zoning Commission shall consider the proposal with the subdivider or the subdivider's representative and shall indicate changes, if any, that will be required for the submittal process.

D. *Summary plat submittal requirements summary plat submittal requirements are:*

1. Application, signed by all property owners, including all parties having an equitable interest, trustees of an estate and all persons having a specific "power of attorney" in such land;
2. A record of any pending litigation or any final order entered by any court of law regarding the ownership of the subject property;
3. Application fee as established by the City;
4. Documentation from the Sierra County Assessor's Office that the current year's property taxes are paid and that no taxes are owed on the property;
5. A plat conforming to section 15-13.A of this Code; and,
6. Releases by the Public Utilities Advisory Board, and all utility companies which are proposed as providers for the subdivision.

E. *Submittal and review procedures:*

1. Incomplete submittals will not be accepted for review.
2. The subdivider shall submit all required materials to the City's Zoning Administrator.
3. The City's Zoning Administrator shall review all materials, and shall within three working days from the date the application is determined to be complete, request opinions of applicable City departments, other governmental agencies, and utility companies for review, comments and recommendations. City departments shall have ten calendar days in which to review and respond in writing to any such request. Within three working days of receiving any written reports, comments or recommendations from any City department, governmental agency, or utility company, the Zoning Administrator shall make available to the subdivider a copy of such materials.
4. The Zoning Administrator shall have the right to require that the subdivider provide additional information or to make amendments to the plat and supporting information if the Zoning Administrator determines that the information originally submitted by the subdivider was incomplete, incorrect or invalid.
5. The subdivider shall have ten working days in which to make any corrections or additions required by the Zoning Administrator, or to request a postponement of action by the Zoning Administrator for up to 135 days.
6. If a subdivision application does not meet the requirements of this Code within 180 days of its original submittal, the Zoning Administrator shall summarily reject the application and notify the applicant in writing of the reasons for the rejection.
7. At such time as the subdivider meets the requirements of this Code, the subdivider shall provide the Zoning Administrator with a copy of the final plat.
8. At such time as receiving a submittal that meets all requirements of this Code, the Zoning Administrator shall recommend that the Planning and Zoning Commission approve the final plat by consent agenda action during its next regularly scheduled meeting, and the Planning and Zoning Commission shall approve the subdivision by consent agenda action during its next regularly scheduled meeting.

9. The subdivider shall file a signed copy of the final plat in the records of the County Clerk of Sierra County, and shall provide the City with one of the signed copies.
- F. *Divisions for the purpose of mortgage:* Divisions for purposes of mortgage are not allowed. If a property is to be mortgaged it must be done so in its entirety or properly subdivided as required in this chapter.

(Ord. No. 555, 5-23-06)

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date 10-9-2023 Address 400-410 Van Patten

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone* and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, SEPTEMBER 11, 2023**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, September 11, 2023 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman
Susan Buhler, Vice Chairman
Esther Luchini, Member
Lisa Kent, Member

ALSO PRESENT:

Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Lisa Gabaldon, Deputy Clerk

1. APPROVAL OF AGENDA

Vice-Chairman Buhler made a motion to approve the agenda.
Member Kent seconded the motion.
Motion carried unanimously.

2. APPROVAL OF MINUTES:

a) August 14, 2023

Member Luchini made a motion to approve the minutes.
Member Kent seconded the motion.
Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC (3 Minute Rule Applies)

There were no comments at this time.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

**A. Public Hearing/Discussion/Action: Summary Plat Amendment at 906 Lucky Street.
Assistant City Manager Alvarez**

Assistant City Manager Alvarez: Chairman and members of the board, I believe that we do have two members that wanted to stated their relationship to that property.

Vice-Chairman Buhler: My dad received a letter and he has no problem with the request being made by the individuals and neither do I.

Assistant City Manager Alvarez: We just needed to state that for the record since we have board members.

Member Luchini: I also received a letter regarding this item and we have no objection.

Assistant City Manager Alvarez: So, with that, I will continue with my presentation. The applicant is requesting a lot split at 906 Lucky, so the property is located in the R3 zone. It does meet all of the required development standards. All documents have been submitted and the fees have been paid. We have no issues with the electric utility; I am still waiting to hear confirmation from water/wastewater due to the leaks and the short-handed staff that we have within the department; he has not had a chance to get out there, however my recommendation would be to the board, if you see fit to recommend approval and then to recommend that approval to the City Commission barring that there's no issues with water/wastewater, because I would have that information at least by the time it went to commission and that way we don't have to replan a public hearing or anything like that. Applicants are here in attendance and available to give you information. Your packet shows the property and as well as the summary plat where they'd like to divide their lot and with that I stand for any questions.

Chairman Sisney: Are there any questions from the council?

Vice-Chairman Buhler asked for clarification on the map so that she knew what they are looking at.

Applicant Les Gutierrez went in front of the board and explained on the map what it is that they're wanting to do on their property.

Chairman Sisney: So, where's the line Traci?

Assistant City Manager Alvarez pointed out the property line and the changes that are being requested.

Chairman Sisney asked the applicant some questions regarding what things were in the map in order to understand what is being asked of the board.

Applicant Les Gutierrez: we are in the process of doing some estate planning and the plan would be to take that lot as it meets the standards for R3 and the goal would be to build maybe a small house or a duplex if it qualified for planning and zoning.

Assistant City Manager Alvarez: Chairman and members of the board, just as a reminder in considering the request, you need to review your findings of facts checklist so that the decision to approve or deny needs to be based on the 7 findings of facts. It's not necessarily whether or not you would approve what he would want to build there, because that would have to go through zoning. And if it's approved for a duplex, he can build a duplex.

Applicant Les Gutierrez: We understand that we would have to go through planning and zoning for any requests that we have. At this time, our goal is, we're doing some estate planning and we're separating the lot and then maybe in a year or so if the market allows, we would maybe build a small duplex or a small house, subject to planning and zoning approval.

Chairman Sisney: Anyone on the council have any questions?

Member Luchini: Just so I'm clear, there are no utilities on this proposed lot that we're saying, if we were to recommend it, it would be assuming there are no issues with water and sewer, etc.

Assistant City Manager Alvarez: We just want to make sure that there's no crossover of water or sewer.

Applicant Les Gutierrez: We will comply with the City, if they have any issues.

Vice-Chairman Buhler made a motion to recommend the summary plat amendment to the City Commission for approval.

Member Kent seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

- B. Public Hearing/Discussion/Action: Variance at 1306 Tin St. Applicant is requesting permission for a mobile home that exceeds age limit per city code. Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman and members of the board, as you know, our municipal code does state that we don't allow mobile homes less than 20 years old, so the applicant is requesting a variance. The mobile home is 27 years old. They have provided pictures showing the exterior and the interior of the mobile home, showing that it's in good shape. You guys have been provided a generalized map of that area and that area does have mobile homes located in it. If you're familiar with that area, there are quite a few mobile homes over on the metal streets and I would have to say that this mobile home is probably one of the nicer ones that is existing in that older area of the neighborhood.

Applicants have submitted all documents; all property owners within a 300 foot radius were notified; we received no comments, emails, or concerns, and with that I stand for questions. Applicant are here if you'd like to ask any questions. Again, we're looking at the seven findings of facts for this public hearing request in consideration.

Chairman Sisney: Ms. Alvarez, I have a question for you. This is the second time one of these have come before us and the last time, maybe I didn't take a good enough look but the trailer that arrived doesn't look as nice as the one that showed up over there. It's been sitting there for a couple of months and they have not set the trailer yet.

Assistant City Manager Alvarez: Correct, they are still going through the required zoning approval to meet all of the requirements and so far, they haven't met those requirements for zoning approval and until they do, they won't be able to connect to utilities and hook up to it; and they'll have a deadline date that if it doesn't meet zoning requirements then it will have to be removed.

Chairman Sisney: OK, thank you, that answers my question.

Member Luchini: I have a question then. When is it allowed to move if it hasn't met the requirements?

Assistant City Manager Alvarez: It met the requirements to move, it hasn't met the requirements to connect to utilities and live in. You guys approved it for moving over there but they have yet to connect to utilities and stuff.

Member Luchini: What's the deadline for them to do this?

Assistant City Manager Alvarez: That's an item that we can put on the agenda; we're kind of violating the open meetings act because that's not on the agenda and that particular applicant hasn't been notified that we'd be discussing any of this nor has the public, so technically we can't get into a whole bunch. If you want that the next agenda, we can put something like that on the next agenda, but I can tell you that they're not connected because they haven't met the requirements that planning and

zoning submits. So, if your question is a moving of a mobile home and then it just sitting there and not connecting, that's why. But as far as the definition into that case, I can't discuss that without it being on the agenda.

Chairman Sisney: So, if it was asked as just a general rule then, would that be a violation? Because I think she's asking how long are they supposed to get and not anything else.

Assistant City Manager Alvarez: it's a case by case basis determined by the planning and zoning department. So, it would be depending on what they've done and what issues are causing them to not be able to connect; so, it would be a case by case basis.

Member Luchini: And who is that planning and zoning department?

Assistant City Manager Alvarez: That would be me. I am the designated zoning official as designated by the City Commission through a City Commission meeting. We don't have a building inspector; the City of T or C won't have a building inspector because in 2018 state made requirements that the City can't meet. Elephant Butte can't meet, the Village of Williamsburg can't meet; the building inspector would need to be certified in HVAC, plumbing, electric, or separate inspectors and none of us can meet those requirements; a lot of municipalities can't and so most municipalities are small ones, have gone to designated zoning officials, and then the state oversees the actual requirements. I am sure that they are permitted through the state, I talk to the state regularly or look through their website, but I don't deal with structural or anything like that.

Chairman Sisney: Thank you for answering my question.

Assistant City Manager Alvarez: No problem.

Chairman Sisney: ok, back to the item. Are there any questions from the planning and zoning commission members for the applicant?

Member Luchini: Where is the mobile home now?

Applicant Maria Mezcua: It's there on the property at 1306 Tin.

Assistant City Manager Alvarez: We did note that when the request came in for utilities to be connected is when the City was made aware that the mobile home had already been moved there. They didn't realize what the zoning requirements were and so at that time, we denied them the ability to connect to utilities until they came through this process.

Member Luchini: So, is this a mobile home that you just recently purchased or...

Applicant Maria Mezcua: No, I actually purchased it from my parents a while back. The guy that we went through told us that he got it approved through the state and that was all that we needed. We figured that he knew what he was doing so we didn't research anything further.

Member Luchini: So, has it been in use recently or vacant?

Applicant Maria Mezcua: No, it hasn't been used, we were actually fixing it up a little bit. It's been 5 years since we moved it.

Member Kent: You moved it over there 5 years ago?

Applicant Maria Mezcua: Yeah. But we have a garden out there and stuff so we go often; it's not like it's just sitting there and nobody's going there and my dad is fixing it up. We go every day and we water the garden and stuff.

Member Kent: So, the utilities are on?

Applicant Maria Mezcua: It's just the water actually that we're paying for but we don't have anything else. We don't have sewer or anything. Oh, and the electric is hooked up.

Chairman Sisney: Yeah, I don't think you can have one without the other.

Applicant Maria Mezcua: Yeah, I guess so.

Member Luchini: Is it set up properly...

Applicant Maria Mezcua: The mobile home is not connected to anything at all. There's electricity but we don't have it hooked up to the mobile home because we wanted to get approval first.

Member Kent: So, the lot has all of the utilities on it?

Applicant Maria Mezcua: Yes, except sewer. There's no sewer on the lot.

Chairman Sisney: Is there septic there now?

Applicant Maria Mezcua: There's nothing there.

Assistant City Manager Alvarez: There's water, sewer, and electric to the lot, but there's nothing connected from the lot to the mobile home because the City denied that ability once we realized that the mobile home had not been approved.

Chairman Sisney: Ok, got it.

Vice-Chairman Buhler: So, it's going to be skirted and...is it required in that area to be skirted?

Assistant City Manager Alvarez: They have to meet all manufactured home requirements.

Vice-Chairman Buhler: And the roof is in good shape?

Applicant Maria Mezcua: Yes, it is.

Member Luchini: So, what would be the deadline for them to comply to be accepted by the planning and zoning?

Assistant City Manager Alvarez: Like I said, it's a case by case basis, I'd have to get back with utilities at this time. Everything was put on standstill; it hasn't even got to that point of zoning approval application until you guys approve the mobile home to be there.

Member Luchini: I drove by there and I thought the lot was an empty lot but apparently, it's not. I couldn't tell, I'm pretty sure I was looking on the right side of the road, but the houses weren't numbered very well.

Applicant Maria Mezcu: The lot next to us is empty; there's nothing on there at all. Our is clean and there's a fence around it.

Member Luchini: Oh ok, that was fixed up pretty well. You've done a good job.

Applicant Maria Mezcu: Thank you, my dad has done the work.

Assistant City Manager Alvarez: Chairman and member of the board, one of the issues that we find with the manufactured housing is state permit level versus somebody that's doing a site built home, is the site built homes when somebody applies for a building permit through the state, they require zoning approval sign-off and they require flood plain approval; and so if something is getting done that we don't notice happening out in the field right away and they apply for a state permit, we are almost instantly notified and we can stop it right away. With the manufactured housing permit at the state side, for some reason there's still that lack of going through municipal zoning; once it's approved for the towing and blocking or hauling and blocking permitting, they're getting state permits to move them but they aren't necessarily requiring municipal zoning approval, so what we've found in quite a few instances when mobile homes have been moved to lots within the City, we didn't know until they go to hook up their utilities. This one just happens to be over the 20 year; I've actually approved, not this one, but other ones once they meet the age requirement, once they've submitted their site plans and everything else that's required through the zoning, that have already been moved to the lot. It's just one of those things that we're trying to work with from the state, but I don't think they have quite as many inspectors up there for the manufactured home as they do for state building.

Chairman Sisney: Is there any way to allow anyone from the City or from this commission to inspect one before they application comes before us because I would be able to tell if the things got problems or not. Going back to this one that already got set, I would've liked to have seen that before we approved it to get moved over there. It would have made a difference to me if I'd have seen it in person.

Assistant City Manager Alvarez: In some instances, they aren't necessarily local here in town that they're moving from, they may be requesting to move them and haul them from a manufactured home lot, a used one, and all we may only have pictures. I guess the answer to that is no; there's no way to necessarily take a look at it.

Vice-Chairman Buhler: Also, is there some way that it will be addressed by you all that if we vote to recommend that this happen, that you guys will make sure that it's done right? That the people can live...

Assistant City Manager Alvarez: That is why the other one has not yet been connected to utilities. Those are things that are being done in my office. As the planning and zoning commission what you're looking at is whether or not the issues on the findings of facts checklist.

Chairman Sisney: On there, they're asking us to make a variance on a law that is written so that you can't move an old mobile home onto a City lot, and if we can't see what the thing looks like, you're asking us to approve something blindly, and I don't feel good about that at all.

Assistant City Manager Alvarez: You have the pictures to go by and all I can tell you is that if you don't feel good about that, then your recommendation can be to deny to the City Commission and then the City Commission can make that determination.

Chairman Sisney: I'd rather not do it blindly; I'm still doing it blindly whether I approve or disapprove it's a blind decision that I don't like making.

Assistant City Manager Alvarez: Right, but you're not allowed to go out and do the site visits because then it's ex parte communication where you have more knowledge than maybe your other board members who may or may not be able to get out there or may or may not want to go out there.

Chairman Sisney: That doesn't make any sense to me; I'm asking to be better informed to make a decision and you're telling me that you don't want me to be able to be informed to make a good decision.

Assistant City Manager Alvarez: No, I did not tell you that at all. If you guys are wanting more information from me, then I'd be more than happy to make sure that the information comes to the board. What I've been presenting you has been the municipal code as well as the pictures.

Chairman Sisney: If I want more information, I have from Friday afternoon until Monday at 4pm to get that information?

Assistant City Manager Alvarez: Not at all. You guys can...

Chairman Sisney interjected Assistant City Manager Alvarez mid-sentence.

Chairman Sisney: I didn't know about this until Friday afternoon; how am I gonna be able to ask you stuff about this between the end of a Friday business day and 4pm on the business day of Monday? You wouldn't be able to provide that information to me, I don't believe.

Deputy Clerk Gabaldon: Everything was published; there's public hearing notices published in the newspaper and it tells you that there will be a public hearing for the next Planning & Zoning Commission and the date and time for the public hearing.

Assistant City Manager Alvarez: Also, you can email me; I am very responsive to emails.

Chairman Sisney: But I don't know what's coming up until Friday, so how can I ask you a question before 3-4pm on Friday; I just don't see how that's gonna enable me to get the information that I need to make a decision.

Assistant City Manager Alvarez: You can get ahold of me first thing Monday morning and I can try and get you the information or bring it to the meeting and if at the meeting I don't have the information that you request, then as a board you can make a decision to not recommend that for approval.

Chairman Sisney: Again, explain to me the reason why I wouldn't be able to see the trailer that they're asking to move before I recommend that trailer be allowed to move or not.

Assistant City Manager Alvarez: So, at this point I think that the best thing would be for me to have to confer with the attorney because I'm only repeating what the attorney has said about site visits and allowances out there. I'm not an attorney, I'm only telling you what the attorney has said in the past. If you want more information regarding that, we can put that on the next agenda and you guys can make a determination on this one whether you want to approve it, recommend approval, or not recommend approval, and on the next agenda, we can bring the attorney in to discuss what you're requesting.

Chairman Sisney: Thank you.

Member Luchini: Is the home live-in ready? Are you ready to move into the home?

Applicant Maria Mezcuca: As soon as the utilities are connected hopefully. My parents actually live in housing right now and that's why I'm trying so hard to get it approved because I don't know if you've ever drove by there, but right now it's really bad. They got a new manager there and it just stinks; it's dirty; it's not nice to live there. So, that's why I'm trying really hard to get approved so that we can get the utilities connected. I know it's probably gonna take a while because they told me they were backed up a little bit, about 3-4 months. After that it would be move in ready.

Member Kent: Is it live-in ready now?

Applicant Maria Mezcuca: Yes.

Member Kent: By what standards are you saying live-in ready? Has it been inspected or...

Applicant Maria Mezcuca: Oh, I don't know if you mean legally but the floors are ready, I don't know if you can see in the pictures but there's carpet in some rooms, there's vinyl in some in the kitchen.

Member Kent: I see the appliances.

Applicant Maria Mezcuca: Yeah, we have the fridge. The only thing we need is the washer.

Member Kent: I think one of my main concerns is the electrical; it's been sitting vacant for 5 years you said. Is the electrical still in good working order? Has a mouse moved in underneath? Is the roof holding up?

Applicant Maria Mezcuca: Yes, we have not seen any mice out there on the land. Like I said, my dad goes there every single day. We didn't want to invest any more money into it, because I can't afford to pay an electrician to go out there to check it until we know that it's approved.

Assistant City Manager Alvarez: Chairman and members of the board, our electric department won't set a meter unless the electrical box that they're going to be putting the meter in has been updated and received state permitting.

Member Kent: So that would be kind of an inspection.

Assistant City Manager Alvarez: Through the electric department, yes, they'll make the determination.

Vice-Chairman Buhler: You know, we only get information from you guys and if things aren't right, it makes it tough because we...

Assistant City Manager Alvarez: If what's not right?

Vice-Chairman Buhler: Well, if something isn't right, this is kind of the cart after the horse. They've already moved the trailer in there, so it's there. So that's already happened, they've worked hard, and I don't fault you, I know that you've worked hard to make it be a nice home, and it looks nice, the pictures are good. We only have information from you to go by and if we call you and we ask you about something and we don't get an answer, that makes it tough too.

Assistant City Manager Alvarez: I'm sorry, when did someone call me and ask for something and I didn't answer?

Vice-Chairman Buhler: Well, I did come by and speak with you and you came in too and no one ever got back to me on it. I think you remember. I'm not gonna get into it but all we have to go on is what you

give us so if it's not the best information then it makes it tough. I personally support you getting your permit and I hope that will happen and I hope it won't be years down the road because then that just turns it into another problem for these people. We do need a building inspector here in town, I really believe that and I think it could be worked out maybe work with the county and the City.

Assistant City Manager Alvarez: We will reach out and check on that. I know we did that when Robbie was getting ready to retire, we tried to work with the county, Williamsburg, and Elephant Butte and in looking at the salary base for, the chances of finding one inspector that's certified in all HVAC, electric, general contracting, is slim to none. We would then have to hire multiple so that we met all of those requirements for the state. Neither the county, Elephant Butte, Village of Williamsburg, and the City putting funds together and trying to figure out how to work that out could necessarily meet that salary base before Robbie retired. It is something that I will talk with City management and then maybe we can talk to the City Commission and see if that's something that we can look at budgeting towards in the future.

Vice-Chairman Buhler: That'd be a good thing.

Member Luchini: So, when did you move the home into this area?

Applicant Maria Mezcua: I think it was in 2018.

Assistant City Manager Alvarez: I think 2018 is right around the same time that our building inspector retires as well.

Chairman Sisney: Thank you. I think we've asked all the questions we need.

Alright, does anyone else have any more questions for anyone?

Would anyone like to make a motion?

Vice-Chairman Buhler made a motion to recommend the variance to the City Commission pending required zoning and that you complete the things that you need to do to make it legal.

Member Luchini seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

5. REPORTS FROM THE BOARD

There was nothing to report from the board members.

6. REPORTS FROM STAFF

The staff had nothing to report at this time.

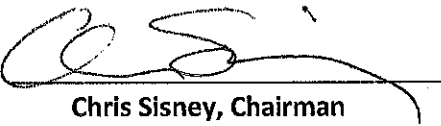
7. ADJOURNMENT

Vice-Chairman Buhler made a motion to adjourn the meeting.

Member Kent seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED ON THIS 10TH DAY OF OCTOBER, 2023.

A handwritten signature in black ink, appearing to read 'CS', is written over a horizontal line.

Chris Sisney, Chairman
Planning & Zoning Board



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: G.7

SUBJECT: Discussion/Action: Contract renewal with Bartoo Sand & Gravel Inc.
DEPARTMENT: Community Development
DATE SUBMITTED: October 19, 2023
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

The City wishes to renew the contract with Bartoo Sand & Gravel, Inc. for one (1) year for Road Material and Equipment Rental awarded via ITB #21-22-003, this will reflect a price increase of 3% on materials and hauling as noted within the Contract Document.

Recommendation:

- Approve Contract Renewal

Attachments:

- Contract with Bartoo Sand & Gravel Inc
- [Click here to enter text.](#)

Fiscal Impact (Finance): Choose an item.

Cost per task order

Legal Review (City Attorney): No

-

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [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 10-25-23

**CITY OF TRUTH OR CONSEQUENCES
RENEWAL AGREEMENT FOR
ROAD MATERIALS AND EQUIPMENT RENTAL**

THIS AGREEMENT, made and entered into this 25th day of October, 2023, by and between City of Truth or Consequences, in New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "City"), and **Bartoo Sand and Gravel, Inc.**, (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the City issued an Invitation for Bids for a Price Agreement for Road Materials and Equipment Rental, **ITB No. 21-22-003**; and

WHEREAS, the Contractor submitted its bid, dated September 13, 2021, in response to ITB No. **21-22-003**; and

WHEREAS, the City desires to engage the Contractor to render certain goods and services in connection therewith, and the Contractor is willing to provide such goods and services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope

The Contractor shall be required to provide **Road Material and Equipment Rental** required on an as needed basis to the City in accordance with following specifications and minimum requirements for the required material. Procurement of the referenced material shall be on an as needed basis with no guarantee of any quantities implied. **(See the attached scope of work and specification and applicable specifications in Exhibit A, ITB #21-22-003).**

2. Term

This Agreement shall become effective upon the date of final execution of the Agreement and shall be for one (1) year base period with three (3) one-year options not to exceed four-(4) year period unless terminated by either party pursuant to the termination provisions contained in this Agreement. Agreement renewal is not automatic and can only be implemented upon action of the City. This contract is the second year of a possible four year contract. Term: **October 25, 2023 through October 25, 2024.**

3. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the City shall have the right to cancel the Agreement. The City reserves the right to recover any excess cost incurred by the City to have this Agreement performed by a third party, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other remedy available to the City pursuant to the terms of this Agreement and law. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

5. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon the City Commission making the appropriations and authorizations necessary for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the City Commission, any agreement resulting from this Request for Bids may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest this Agreement shall cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Termination for Convenience of City

The City may terminate this Agreement at any time by giving at least thirty (30) calendar day notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for materials and services rendered until the point of termination.

7. Automatic Termination

This contract will terminate automatically at the end of 365 calendar days from the date of execution of this Agreement. The City will not be required to give written notice. As per paragraph 2, the City maintains its option to renew the contract by giving written notice to the Contractor at least 30 days prior to the expiration of any given one year term.

8. Compensation and Method of Payment

- A. For performing the scope specified in Scope of Work hereof the City agrees to pay the Contractor for work satisfactorily completed in the amount listed in **Exhibit B** (Bid Form) of this Agreement, which amounts excludes any applicable gross receipts taxes and which amount shall constitute full and complete compensation excluding gross receipts tax for the Contractor's scope under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such scope. Except for the items listed below, the prices will increase 3% in this second year of the contract as on the original bid form (Exhibit B).
- B. The price for asphalt picked up, asphalt delivered, asphalt delivered and placed, super pave pickup up, super pave delivered, super pave delivered and placed, cold mix picked up, cold mix delivered, cold mix delivered and placed, ready-mix concrete delivered, fiber, aer, retarder, super p, and temperatures controls have been re-negotiated to be 17% above the contractor's price. Contractor will provide their invoice showing the cost of the product to verify that the City will only be paying 17% above their cost.
- C. Method of Payment: Such amount shall be processed for payment by the City to the Contractor upon completion of work in a manner satisfactory to the City, and upon receipt by the City of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the scope as outlined herein, to the satisfaction of the City. Invoices shall be submitted on a monthly basis to the Streets Department or the Accounts Payable Department. Payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be

assessed against the user department in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

9. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the City for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City, as a result of this Agreement. The City shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are personally reportable by him for income tax purposes as self-employment or business income, and are reportable for self-employment tax and New Mexico Gross Receipts Tax.

10. Personnel

- A. Subject to the terms and conditions of this Agreement; the Contractor represents that it has, or will secure at its own expense, all personnel required in performing the scope as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.
- B. All work required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such work.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any service subcontracted hereunder shall be specified by written Agreement and shall be subject to each provision of this Agreement.

11. Limitations on Subcontracting

The Contractor shall not subcontract more than forty-nine (49%) of the work to be performed under this Agreement or forty-nine (49%) of the total original bid amount under this Agreement, whichever is less, to any person, company, organization, corporation and/or entity of any nature not a party/signatory to this Agreement. The Contractor shall perform, with his/her/its own organization, the work under this Agreement. The Contractor's own organization shall be construed to include only persons employed and paid directly by the Contractor and equipment owned and/or rented by the Contractor, with or without operators. The Contractor's organization does not include employees or equipment of the subcontractor, or assignees, or agents of any subcontractor. The Contractor shall submit a list of intended subcontractors and material suppliers prior to the commencement of any work under this Agreement. The Contractor shall update the list of subcontractors and material suppliers as the work progresses such that the City shall have at all times, a current and accurate list of subcontractors and the work which they will perform, or are performing, and material suppliers along with material supplies, and the percentage of the work and/or percentage of the total original bid price each subcontractor is performing.

No work shall be subcontracted without the prior written consent of the City. The intent of this section shall not be circumvented by the Contractor placing a subcontractor's employees directly on the Contractor's payroll and/or by the use of a subcontractor's materials or equipment.

Nothing herein, including, but not limited to, approval by the City of any subcontractors and/or materials, shall be construed to waive the Contractor's liability of any nature under this Agreement or the privity of the Contracting Agency with the Contractor and no bond, insurance, or liability of nature shall be waived or in any way diminished by the subcontracting or assignment of any portion or interest under the Agreement.

12. Indemnity

The Contractor hereby agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from the Contractor's and/or any of their Subcontractors' employees', agents', or officers' conduct, performance, act(s), error(s) or omission(s) relating in any manner whatsoever to this Contract. Provided, however, nothing in this Agreement shall be construed to require the Contractor to defend, indemnify and hold harmless the City, its officers, agents and employees from and against any liability, suits, actions, claims, damages and attorney's fees caused by or resulting from the negligence of the City, its officers, agents and employees.

Receipt by the City of the Contractor's services under this Agreement, review by the City of any Plans, Specifications and documents by the Contractor, and City authorizations for the Contractor to proceed with the various phases of services shall not be construed as approval of the Contractor's work product by the City or as the giving of instructions or directions by the City. This indemnification provision is subject to the limitations and provisions of Sec. 56-7-1, NMSA 1978.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

13. Insurance

Until final acceptance by the City of the work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Agreement, whether performed by the Contractor, the Contractor's agents or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors therefrom, and shall name the City as an additional insured.

If part of the Agreement with the City is sublet or subcontracted, the vendor shall require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the vendor's insurance policies and to include the City as an additional insured thereon.

The Contractor shall procure and maintain, during the life of this Contract Workers Compensation, Commercial General Liability, Business Automobile Liability policies. The

policies will be written with the City as additional insured as applicable, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 day written notification to the City if a policy has been materially changed or canceled. The City shall be an additional insured (Form B - CG2010 10/01 or equivalent) and will be written on an occurrence form, and shall provide limits as follows:

A. 1. Workers Compensation – Statutory

2. Employers Liability - \$1,000,000

Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of any Agreement with the City. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Agreement with the City may be terminated effective immediately.

B. Commercial General Liability with ISO CG0001 07/98

1. Bodily Injury/Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
2. Products/Completed Operations: \$1,000,000 Each Occurrence
\$2,000,000 Aggregate
3. Property Damage Liability Insurance shall not exclude (XCU)
4. Pollution Legal Liability: \$1,000,000 Each Occurrence

C. Business Automobile Liability

1. Combined Single Limit: \$1,000,000 Each Occurrence with ISO CA0001 07/98
2. Pollution Liability (MCS90) for Transportation exposure (if applicable):
\$1,000,000 Each Occurrence

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

D. Independent Contractors: Included

E. Contractual Liability: Included

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement for each annual period, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the City, such limits shall be certified and shall apply to the coverage afforded the City under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the

City copies of any endorsements that are subsequently issued amending coverage or limits.

The Contractor shall not commence any work under this Agreement until the proper insurance has been obtained and the proper certificates (or policies) have been submitted to the City.

14. Approval of Insurance

The Contractor or subcontractor(s) shall not deliver any services under this Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the City, adding the City as an additional insured as applicable. Neither approval nor failure to disapprove certificates, policies or insurance by the City shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

15. Increased Limits

If, during the life of this Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the City may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

16. Reports and Information

At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement.

17. Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

18. Record Ownership

It shall be clearly understood and agreed between the parties that the City is and shall be the owner of all documents and records of any nature on any medium pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

19. Publication, Reproduction and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

21. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

22. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

23. Scope of Agreement

This Agreement incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

24. Notice

Any notices required to be given hereunder shall be sent to the principals at the following addresses. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified herein.

The official address of the City is:

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

The official name and address of the Contractor is:

Bartoo Sand and Gravel, Inc.
PO Box 3769
Truth or Consequences, NM 87901

25. Compliance with Applicable Law

Contractor shall comply with State of New Mexico, federal, municipal and city and county laws, rules and ordinances.

26. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

27. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these

requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

28. Changes

The City may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not otherwise be altered, changed or amended except by an instrument in writing executed by the parties hereto.

29. Assignment

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the City thereto.

30. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

31. Enforcement

The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

32. Penalties

The New Mexico Procurement Code, (NMSA 1978, §13-1-28 through 13-1-199), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

33. Entire Agreement

This Agreement contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

34. Ownership of Document

The City is the sole owner of all documents, reports, and data, compiled or arising out of the Contract and/or Project regardless of the medium used.

35. Attachments:

- Exhibit A: **ITB No. 21-22-003** # Road Materials and Equipment Rental
- Exhibit B: Bid Form (submitted by Contractor)

IN WITNESS WHEREOF, the City of Truth or Consequences and the Contractor, Bartoo Sand and Gravel, Inc. have executed this Agreement as of October 25, 2023:

By: _____
City of Truth or Consequences

Date: _____

By: _____
City's Legal Counsel –Certifying legal sufficiency

Date: _____

By: _____
Contractor

Date: _____



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: G.8

SUBJECT: Discussion/Action: Contract renewal with WHPacific, Inc.

DEPARTMENT: Community Development

DATE SUBMITTED: October 19, 2023

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

The City wishes to renew the contract with WHPacific, Inc. for one (1) year for on call Architectural, Surveying, Planning, Engineering and Landscape Architectural Services award via RFP 20-21-011. City has a current task order with WHPacific for DFA Appropriation ID F3061 NMDOT Drainage Plan & Design.

Recommendation:

- Approve Contract Renewal

Attachments:

- Contract with WH Pacific November 17, 2023 thru November 16, 2024.
- -

Fiscal Impact (Finance): Choose an item.

Cost per task order.

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 10-25-23

**CITY OF TRUTH OR CONSEQUENCES
PROFESSIONAL SERVICES CONTRACT
FOR
ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND LANDSCAPE
ARCHITECTURAL SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into this 17th day of November ("Effective Date") by and between the City of Truth or Consequences ("City"), a political subdivision in the State of New Mexico, whose address is 505 Sims Street, Truth or Consequences, New Mexico 87901, and WHPacific, Inc. ("Contractor"), with its principal place of business at 6501 Americas Parkway NE Suite 400, Albuquerque, NM 87110, (herein referred to individually as "Party" or collectively as "Parties").

WHEREAS, the City requires certain Architectural, Surveying, Planning, Engineering, and Landscape Architectural Services as set forth in its Request for Proposals (RFP) #20-21-011 on an as needed basis only per individual TASK ORDERS; and

WHEREAS, Contractor submitted a proposal to provide such Engineering, Architectural, Surveying and Environmental Services and Contractor represents that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner;

NOW, THEREFORE, it is mutually agreed by the City and Contractor that for the considerations set forth herein, Contractor shall provide said services to the City as set forth below and in RFP #20-21-011.

Once the specific scope of services of a Project is agreed upon between the City and the Contractor, the contractor shall provide the services described in an individual TASK ORDER. The TASK ORDER can only be initiated and approved by the City.

The City and the Contractor in consideration of their mutual covenants herein agree in respect to the performance of normal professional consulting services by the Contractor and the payment for those services by City as set forth in the Scope of Work (**EXHIBIT A**).

1. TERM

The Term of this Contract commences on November 17, 2023 and ends on November 16, 2024. Renewal, if applicable, can only be initiated by the City after approval of the City Commission.

2. INCORPORATION

The Parties agree that this Contract is in reference to and incorporates the City of Truth or Consequences' RFP #20-21-011 and all documents included therein and attachments and appendices thereto, and Contractor's responsive proposal and all documents included therein and attachments thereto.

3. CONTRACT DOCUMENTS

The Contract Documents shall include this Contract and all attachments and appendices thereto, the City of Truth or Consequences' RFP # 20-21-011 and all documents included therein and attachments and appendices thereto, and Contractor's responsive proposal and all documents included therein and attachments thereto. In the event of any discrepancy among the documents, this Contract shall prevail.

The documents included in the contract are intended to be complementary and to describe a complete work. If the City determines a conflict exists between the contract documents, the City shall decide which document will be applied and the Contractor shall then complete the work according to the interpretation made by the City.

4. SCOPE OF WORK

Contractor agrees to perform any and all consultation, services, activities, construction, tasks set forth or described in the City's RFP #20-21-011 and as called for by this Contract and approved Purchase Orders (the "Work"). All Work called for by individual Purchase Orders shall be performed in strict accordance with this Contract.

Unless otherwise specifically called for by the Contract or by individual Purchase Orders, Contractor shall provide/furnish at no extra cost or charge to the City, all materials necessary to efficiently and effectively perform the Work.

The awarded contractor shall provide the services as listed in the Scope of Work (**EXHIBIT A**).

5. CONTRACTOR'S COVENANTS, REPRESENTATIONS, AND WARRANTIES

- 5.1 Contractor covenants, represents and warrants to the City that it: (a) is an organization of professionals experienced in the type of services the City is engaging the Contractor to perform; (b) is authorized, licensed and registered to do business in the State of New Mexico; (c) is qualified, willing and able to perform professional services for the City; and, (d) has the expertise, training and ability to provide professional services which will meet the City's objectives and requirements.
- 5.2 Contractor covenants, represents and warrants that each and every Contractor's employee engaged in the services provided under this Contract is fully qualified, able, licensed, registered, authorized, and has the expertise and training to provide such services to the City.
- 5.3 Contractor covenants, represents and warrants that it has sufficient resources and personnel to perform the obligations set forth in this Contract, including, without limitation, performing the services, and procuring alternative capability in the event that Contractor's primary resources in performing the services change in such a manner that such primary resources would reasonably be unable to fulfill Contractor's obligations pursuant to this Contract.

- 5.4 Contractor covenants, represents and warrants that its performance of this Contract does not violate any applicable law, rules or regulation. Contractor further covenants, represents and warrants that Contractor shall comply and shall cause each and every of its employees who perform services under this Contract to comply with all laws of all applicable governmental authorities in the conduct of Contractor's activities pursuant to, and arising from, this Contract.
- 5.5 Contractor covenants, represents and warrants that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the services.
- 5.6 Contractor covenants, represents and warrants that it shall perform this Contract in a timely and professional manner with necessary skill and diligence and that the services provided herein meet or exceed the prevailing practices and standards of the trade from which the services are provided. To the extent that the City is held financially responsible for any deficiencies in the services performed by the Contractor, Contractor agrees to cure such deficiencies at the sole cost to the Contractor.
- 5.7 Contractor covenants, represents and warrants that each individual signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval is necessary to enter into this binding Contract. Contractor further covenants, represents and warrants that this Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.
- 5.8 Contractor covenants, represents and warrants that Contractor is duly registered as an employer under the New Mexico Workers' Compensation Act and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that Act.
- 5.9 Contractor covenants, represents and warrants that Contractor is financially solvent and able to pay its debts as they mature.

6. SITE INVESTIGATION

Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions and physical conditions and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The City assumes no responsibility for any understanding or representations made by any of its employees or agents during or prior to the negotiations and execution of the Contract, unless such understanding or representations are expressly stated herein and this Contract expressly provides that responsibility therefor is assumed by the City.

7. CHANGED CONDITIONS

Contractor shall, as soon as practicable and before such physical conditions are disturbed, notify the City in writing of subsurface or latent physical conditions at the City facilities or premises of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The City will promptly investigate the conditions, and if it is found that such conditions materially differ and cause an increase or decrease in the cost of, or the time require for, performance of this Contract, an equitable adjustment shall be made and this Contract shall be modified accordingly in writing. Any claim by Contractor for adjustment hereunder shall be denied unless it has given notice as required above, provided that the City, if it determines the facts justify, may consider and adjust any such claim asserted before the date of final settlement and payment of this Contract.

8. WORKMANSHIP

Although Contractor has the authority to control and direct the performance of the details of the Work, the Work contemplated herein must meet the City's standards and approval and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The City shall have the right to reject defective Work or require its correction. If Contractor fails to correct rejected Work within the time allowed by the City, the City may, by contract or otherwise, correct such workmanship and charge the cost thereof to Contractor, or the City may terminate the right of Contractor to proceed with the Work as provided in the Termination clause of this Contract. The City, at its option, may deduct an equitable amount from the contract price/compensation for uncorrected Work if it deems it inexpedient to correct the Work not performed in accordance with this Contract. Contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Work, Contractor or Contractor's business. The City will designate a representative who shall be authorized to act for the City in all matters related to Contractor's performance of the Services.

9. COMPENSATION

For the CONTRACTOR's Services described in this Agreement, the CITY shall compensate the CONTRACTOR as follows:

- 9.1 Compensation for the Services shall be negotiated between the CITY and CONTRACTOR prior to initiating the Services and shall be specified in the applicable TASK ORDER.
- 9.2 Monthly progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the CONTRACTOR's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month.
- 9.3 Contractor will mail all monthly invoices to: The City of Truth or Consequences, Attention: Accounts Payable 505 Sims Street, Truth or Consequences, NM 87901. After approval

of the Contractor's monthly invoice, and provided there are no disputes regarding the invoice, the City will pay the Contractor for satisfactorily performed Work within thirty (30) working days of receipt of the monthly invoice from the Contractor.

- 9.4 If the CITY fails to make monthly payments due the CONTRACTOR, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, suspend services under this Agreement.
- 9.5 No deductions shall be made from the CONTRACTOR's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.
- 9.6 If the Project is delayed or if the CONTRACTOR's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the CONTRACTOR's control, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, terminate this Agreement and the CITY shall compensate the CONTRACTOR in accordance with the termination provision contained in this Agreement.
- 9.7 In the event that the City terminates this Contract for Contractor's breach, the City will pay Contractor for work performed before the termination date less any setoff to which the City is entitled if and only if Contractor performed such Work in accordance with this Contract and to the City's satisfaction.
- 9.8 The City shall have a right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive and/or illegal payments.
- 9.9 The Contractor's acceptance of final payment of the amount due under this Contract shall operate as a full release of the City, its board of education, employees and agents from all liabilities, claims and obligations whatsoever arising from or under this Contract.

10. CONTRACTOR'S PERSONNEL

The City retains the right to prior and continuing approval of any and all personnel, including subcontractor employees, if any, providing services under this Contract.

11. PROTECTION OF WORK AND PROPERTY

Contractor shall continuously maintain adequate protection of Work from damage and shall protect the City's property at all times from injury or loss arising in connection with the Contract. Contractor shall make good at its own expense any such damage, injury or loss that may result from its effort in connection with the Work. Contractor shall provide all facilities for protection required by public authority or local conditions.

12. LICENSES, PERMITS, AND REGULATIONS

Contractor shall, without additional expense to the City, obtain all licenses and permits required of

the prosecution of the Work. Contractor shall conduct its operations in compliance with all laws, rules, regulations and ordinances of the federal, state, and local governments and their authorized agencies. Contractor shall indemnify and save harmless the City from and against any claims, damage, and expense arising from the violation by Contract of any such law, rule regulation or ordinance.

13.RECORDS

Contractor shall maintain records as required in compliance with applicable federal, state, or local laws, ordinances, codes, and City policies, but in no case for a period of less than four (4) years after the date of termination of this Contract. At any time during normal business hours and as the City may deem necessary, there shall be made available to the City for examinations of all Contractor's records with respect to all matters covered by this Contract and any subsequent agreements. The City may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment, or any other data as may be pertinent.

14. INSURANCE

14.1. Commercial General Liability and Professional Liability/Errors and Omissions Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force, Commercial General Liability and Professional Liability/Errors & Omissions Insurance in the broadest coverage commonly available, with a minimum limit of one million dollars (\$1,000,000.00) per occurrence for each such policy. The Professional Liability/Error & Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

14.2. Automobile Liability Insurance

For contractors providing a vehicle for staff, employees, or subcontractors Commercial General Liability must be a minimum of five hundred thousand dollars (\$500,000) combined single limit.

14.3. Automobile Liability Insurance

For sole contractors/subcontractors that provide their own vehicle must be a minimum of one hundred thousand dollars (\$100,000) each person with a three hundred thousand dollar (\$300,000) limit each occurrence.

14.4. Additional Insureds

The City of Truth or Consequences, its Commissioners, and employees and must be named as Additional Insureds with respect to all of the coverages. The Additional

Insured Endorsement must provide coverage for losses "arising out of the Contractor's work or operations in connection with this Contract. Contractor' policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

- 14.5 Certificates of insurance and complete policies, acceptable to the City, with the coverage as cited above and listing the City of Truth or Consequences, its Commissioners, and Employees as the certificate holders, must be submitted not less than ten (10) working days prior to the execution of this Contract and before work begins or products are delivered by Contractor under this Contract. Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of New Mexico and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the City of cancellation or material change, which shall be mailed or delivered to:

The City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

- 14.6 Contractor shall carry Workers' Compensation insurance as required by law.

15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 Contractor shall defend, indemnify, and hold harmless the City, its Commissioners, employees, and agents from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of any act or omission, including intentional acts or omissions and passive or active negligence, of Contractor or of anyone directly or indirectly employed by Contractor, or arising in any way from the activities of or services provided by Contractor under this Contract. Contractor shall defend all such claims and litigation, including the payment of the City's attorney's fees and costs, whether such claims and litigation are frivolous or not. The City shall have the right to choose its own legal counsel. Contractor hereby waives all rights of subrogation against the City.
- 15.2 Contractor expressly and specifically assumes potential liability and agrees to indemnify, defend (including reasonable attorneys' fees) and hold harmless the City for claims or actions brought by the Contractor's own employees against the City, its Commissioners, employees or agents. Solely for the purpose of this indemnification and defense,

Contractor expressly and specifically waives any immunity under the New Mexico Statutes Annotated, Chapter 52, Workers' Compensation.

15.3 These indemnifications shall survive the termination of this Contract.

15.4 The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the New Mexico Tort Claims Act.

16. PROFESSIONAL RESPONSIBILITY

In connection with the Work hereunder, Contractor agrees that it shall meet or exceed the standard of care, skill, and diligence normally provided by a contractor in the performance of similar work and that the performance of all such Work shall meet or exceed sound and accepted industry standards and practices.

If Contractor fails to meet such standards of care, skill, diligence and/or industry standards and practices, Contractor shall be liable for all damages of whatever kind caused thereby.

17. BONDS

If required by the City, Contractor agrees to furnish in connection with the performance of the Work under this Contract, a payment bond for the protection of persons furnishing material and labor and a performance bond for the protection of the City and in a form acceptable to the City. The penal sum of each bond shall be one hundred percent (100%) of the Contract price. Bonds required hereunder shall be dated as of the effective date of this Contract and shall be furnished promptly by Contractor to the City, accompanied by a certified copy of the "Power of Attorney" document issued by the Surety Company.

18. RELEASE

Contractor hereby accepts the City premises and adjoining areas as is and releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from any and all bodily injuries, deaths and damage to property arising directly or indirectly out of this Contract, including but not limited to Contractor's use of the premises and the adjoining areas, including parking areas. Contractor shall be solely and exclusively liable for all damages caused by Contractor's performance of or the failure to perform under this Contract.

The City assumes no responsibility whatsoever for any property placed on any City premises by Contractor or its officers, agents, employees, or servants and Contractor hereby releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from Contractor's placement of property

upon City premises.

19. CONTRACTOR STATUS

The City and Contractor intend that the relationship between them shall be that of client and independent contractor. It is the intention of the parties hereto that Contractor be and remain an independent contractor and nothing contained herein shall be construed as inconsistent with that status. The City is interested only in the results obtained under this Contract. The manner, method and means of conducting the work are under the sole control of the Contractor. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees and subcontractors during the performance of this Contract. The work performed under this Contract will be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold harmless the City for any and all liability or loss arising in any way out of the performance of this Contract. Contractor shall employ and direct all persons performing any Work hereunder and such person shall be and remain the sole employees of and subject to the control and direction of Contractor. No agent or employee of Contractor shall be or shall be deemed to be an employee or agent of the City. None of the benefits provided by the City to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the City to the Contractor, or the employees, or agents of Contractor.

Whenever this Contract uses the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words and phrases of like meaning, it shall be understood that the use is intended only to the extent of judging compliance with the terms of this Contract and none of these words and phrases shall imply that the City has any authority or responsibility for supervision of Contractor's forces or operations, such supervision and the sole responsibility being strictly reserved for Contractor.

20. SUBCONTRACTORS

Contractor shall not subcontract any of Contractor's duties, obligations, or interests under this Contract unless, and no such subcontract shall be effective until, Contractor obtains the prior written consent of the City. Any attempt by Contractor to subcontract without the prior consent of the City may be deemed a material breach of this Contract. Subcontracts made without the City's prior written consent may be declared null and void.

If the Contractor contemplates a subcontract, the Contractor shall provide the following information promptly at the City's request: (1) a description of the work to be performed by the subcontractor; (2) a draft copy of the proposed subcontract; and (3) other information and/or certifications requested by the City.

The issuance of subcontracts shall not relieve Contractor of any of its obligations under this Contract, including, without limitation, the obligation to properly supervise and coordinate the work of subcontractors. Such subcontracts shall be in such form and contain such provisions as are required by this Contract or as the City may otherwise prescribe; provided, however, that nothing contained herein shall create any contractual relationship between any subcontractor and the City.

Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the City's approval of the Contractor's proposed subcontract.

The City's consent to subcontract shall not waive the City's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this City right.

Contractor shall indemnify and hold the City harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

Contractor shall be solely and exclusively liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the City's consent to subcontract.

Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to the Contractor's employees and agents, and to any individual or entity not a party to this Contract, for all loss, damage, or injury caused by the Contractor or the Contractor's employees and agents in the course of their employment.

Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the City from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

21. USE OF PREMISES

Contractor shall confine the storage of materials and equipment in locations acceptable to the City and in accordance with all applicable laws, rules, regulations and ordinances. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly restrict access and properly protect any person having access to or near the Work site.

22. CLEANING UP

Contractor shall, at all times, keep the Work areas, including storage areas used by it, in a clean and orderly condition and free from combustible debris and waste materials. Upon completion of the Work, Contractor shall remove all rubbish from and about the Work areas.

23. TRESPASS

Contractor shall be solely responsible and liable for any act of trespass or any injury to adjacent property, resulting from or in connection with the operations under this Contract. Contractor shall be liable for any claims that arise from the deposit of any debris of any kind upon adjacent property.

24. LIENS

Contractor shall at all times promptly pay for all materials, equipment, and labor used in the performance of this Contract and shall maintain all materials, equipment, structures, premises and other subject matter free and clear from all laborer, materialmen, and mechanic liens; provided that all payments due to Contractor have been paid by the City. Contractor shall indemnify and save the City harmless from all such liens arising out of the Work. Contractor shall provide to the City, upon its request, reasonable evidence showing that all materials, equipment, labor and subcontractors have been paid in full, except for any outstanding claims relating thereto; which claims may, at the City's option, be assigned to the City.

25. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do not exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

26. CONFLICT OF INTEREST

Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section 1016A, et seq., NMSA 1978) and the Governmental Conduct Act (Section 10161 et seq. NMSA 1978) as applicable. Contractor represents and warrants that the services to be performed under this Contract shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

27. NONDISCRIMINATION

The Contractor warrants that during its performance of this Contract, Contractor, or any of its employees, agents, or subcontractors, will not violate any of the discrimination laws of the United States, including, but not limited to, on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

28. FOREIGN CORRUPT PRACTICES ACT

Contractor represents and warrants to the City that it is aware of the requirements of the United

States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose the City to liability under the FCPA. Specifically, Contractor represents and warrants that, in connection with this Contract, Contractor and its City's, officers, directors, employees, representatives or agents have not provided and will not provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to any government official (or any agent, employee or family member thereof), any political party or candidate for political office, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

29. NOTICE OF PENALTIES

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

30. FORCE MAJEURE

The City and the Contractor shall be mutually relieved from any liability as a result of the onset of a force majeure condition. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

31. TERMINATION

This Contract will remain in effect unless terminated by either party in accordance with this provision. The parties may mutually agree to terminate this Contract any time by written agreement signed by both parties.

Notwithstanding anything in the paragraph immediately above or anything in this Contract to the contrary, the City in its sole discretion shall have the right, at any time and for any reason whatsoever, including its own convenience, upon thirty (30) calendar days written notice, to suspend or terminate Contractor's services, or any portion thereof, and to terminate this Contract, in whole or in part, without regard to whether Contractor has defaulted or failed to comply with the provisions of this Contract.

Either party may terminate this Contract in the event of a breach by the other party. To be effective, the non-breaching party must give written notice to the other party of its intent to terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination as provided in the preceding paragraph of this Contract.

Notwithstanding any of the above provisions of this Termination section of this Contract, the City may terminate this Contract immediately by written notice to the Contractor upon cancellation, denial, suspension, revocation or non-renewal of any license, permit or certificate, including, without limitation, insurance policy or Certificate of Insurance, that Contractor must hold to provide services under this Contract.

32. DISPUTE RESOLUTION

Disputes on any matter relating to this Contract shall be discussed and resolved by authorized representatives of each Party who have the authority to bind the Party that they represent. The Parties shall use their best efforts to amicably and promptly resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable time period as determined by the representatives, the Parties may pursue any other legal, mediation, or arbitration means for resolving disputes which may arise from or under this Contract.

33. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, certified, return receipt requested, postage prepaid, as follows:

To City:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

To Contractor:

WHPacific, Inc
6501 Americas Parkway NE Suite 400
Albuquerque, NM 87110

34. INVALID TERM OR CONDITION AND SEVERABILITY

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

35. NO WAIVER

The failure of the City to insist upon Contractor's compliance with its obligations under this Contract in any one or more instances shall not operate to relieve Contractor from its duty to comply with such obligations in all other instances.

36. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

37. IMMUNITIES AND DEFENSES

The City does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, board of education members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

38. NO ASSIGNMENT

Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

39. NO THIRD PARTY BENEFICIARIES

City and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

40. OTHER CONTRACTORS

The City reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the City. When requested by the City, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or City employees.

41. ENTIRE AGREEMENT

This Contract and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their successors, and assigns. When signed by both Parties, this Contract (and any attachments or appendices thereto) is the final and entire Contract and supersedes any prior understanding or written or oral Contract relative to the subject matter hereof. This Contract may not be altered, changed or amended, except by written instrument signed by both Parties.

42. ATTACHMENTS

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: REQUEST FOR PROPOSAL #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE PROJECTS UNDER A SINGLE CONTRACT

The City and the Contractor have entered into this Contract as of the Effective Date. Services will not be provided and products will not be received or delivered until all required documents and insurance requirements in this contract have been provided.

The contract shall not become effective until it has been approved by the City Manager and/or the City Commission and an approved purchase order has been issued to the Contractor.

Approved by the City of Truth or Consequences City Commission on **October 25, 2023.**

CITY:

CONTRACTOR:

City of Truth or Consequences

WHPacific, Inc.

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A SCOPE OF WORK

RFP#20-21-011 ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES

As used herein, the term "Project" shall refer only to such items of work listed in the agreement or approved TASK ORDER as issued by the City of Truth or Consequences.

The following services shall be performed based on an individual TASK ORDER initiated and approved by the City:

ARTICLE 1: BASIC SERVICES

The CONTRACTOR agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

1.1 SCHEMATIC DESIGN

The CONTRACTOR shall review information provided by the CITY and the CITY's program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

1.2 DESIGN DEVELOPMENT

Based on the CITY's approval of the plan identified during the Schematic Design phase, CONTRACTOR shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

1.3 CONSTRUCTION DOCUMENTS

In the Construction Documents Phase, the CONTRACTOR is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final design is to be completed in accordance with the latest Advisory Circulars, as well as State and Local requirements. The CONTRACTOR's tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

1.4 BIDDING PHASE

Upon receipt of the CITY's approval of the Contract Documents and latest Opinion of the Construction Cost, the CONTRACTOR shall assist the CITY in soliciting and selecting bids for

the construction of the Project. The CONTRACTOR's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

1.5 CONSTRUCTION ADMINISTRATION

During the construction phase of the project, the CONTRACTOR shall assist the CITY to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the CITY on project progress and problems, conduct the final project inspection, and provide the associated certification.

1.5.1 Construction Administration - If included in the TASK ORDER, the CONTRACTOR shall provide general consultation and advice to the CITY during the construction phase of the project. The CONTRACTOR shall facilitate general coordination between the CITY, the State, and the FAA, if needed, during the construction phase of the project. The CONTRACTOR will assist the CITY with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the CITY on the Contractor's performance. The CONTRACTOR shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONTRACTOR is to communicate and coordinate with the CITY on a regular basis throughout the construction phase__ of the project.

1.5.2 Shop Drawing Review - If included in the TASK ORDER, and in accordance with the submittal schedule, the CONTRACTOR shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONTRACTOR's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONTRACTOR, of any construction means, methods, techniques, sequences, or procedures. The CONTRACTOR will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONTRACTOR shall distribute copies of the submittals and the updated submittal register to the CITY.

1.5.3 Site Visits - If included in the TASK ORDER, the CONTRACTOR shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents. However, the CONTRACTOR shall not be required to make exhaustive or continuous on-site

inspections to check the quality or quantity of construction. The CONTRACTOR will coordinate the site visits with the CITY. The CONTRACTOR's representatives are to meet with the representatives of the CITY to discuss the project's progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONTRACTOR will prepare and distribute notes from the visit.

- 1.5.4 Progress Payment Review - If included in the TASK ORDER, the CONTRACTOR shall review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the CITY as to the CONTRACTOR's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the CITY, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONTRACTOR to the CITY, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor's work had progressed to the point indicated; that to the best of the CONTRACTOR's knowledge, information, and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONTRACTOR shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONTRACTOR shall not be responsible for the defects or omissions in the work as a result of the Contractor's, or any Subcontractor's, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONTRACTOR shall not be responsible for the Contractors' failure to comply with the project schedule.

ARTICLE 2: SPECIAL SERVICES

If authorized by the CITY, the CONTRACTOR agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements
- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates

- j. Planning Services
- k. Environmental Services
- l. Land Acquisition Services

Unanticipated services, which will be treated as "Special Services", may also include:

- a. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the CITY as described in Article 3, "CITY'S RESPONSIBILITIES."
- b. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
- c. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the CITY, or when such revisions are due to causes beyond the control of the CONTRACTOR.
- d. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the CITY when not listed or described in the project scope of work.
- e. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- f. Providing services as an expert witness for the CITY in connection with litigation or other proceedings involving the Project.
- g. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONTRACTOR to preclude or prepare for possible litigation, which claim(s) are beyond the CONTRACTOR's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

ARTICLE 3: ENGINEERING SERVICES

The CONTRACTOR shall:

- 3.1 Discuss and explain the purpose, need and financial requirements of the project, review available data and help the City to achieve supplementary data; Analyze government regulations and make sure the design is meeting conditions of all government agencies.
- 3.2 Establish the general size, scope and location of the project. Revise preliminary report and available data and discuss general scheduling; Prepare documents of preliminary design such as final design requirements, initial drawing and the whole project report.
- 3.3 Assist in preparing contract plan drawings and specifications, present an idea of project construction cost, review construction practicality to specify possible problems. Prepare essential documents for review and acceptance by the City.

3.4 Help the City in bidding achievement, receiving and processing deposits for bidding documents, explaining, expanding and changing bidding documents as necessary. Help the City to specify qualifications and acceptability of potential contractor, subcontractor and material testing and equipment providers. Propose alternative materials and testing equipment suggested by perspective contractors and assist the City in evaluating proposals.

3.5 Act as a representative for the City. Visit construction regularly to monitor both executed work progression and quality, make sure that the construction is conducted in accordance with drawings and specifications. Explain and clarify contract documents, conduct specific inspection and testing, offer instruction to tackle field issues. Monitor performance tests and initial operation of the project. Carry out final inspection and generate a report on the completion of the project and provide recommendation regarding the acceptance of the final product.

All Engineering services shall be conducted under the direct supervision of a New Mexico Registered Professional Engineer.

ARTICLE 4: ARCHITECTURAL SERVICES

The CONTRACTOR shall provide:

- 4.1 Architectural design, including design development phase, construction documents, phase bidding and negotiations.
- 4.2 Generation of architectural drawings and other documents required by the general contractor, based on agreed upon design.
- 4.3 Phase construction administration and post construction phase.
- 4.4 Interior Design.
- 4.5 Engineering Services- mechanical, electrical, civil and structural engineering.
- 4.6 Construction project management, administration and oversight.
- 4.7 Provide Landscape Architectural Services.

All architectural services shall be conducted under the direct supervision of a New Mexico Registered Professional Architect.

ARTICLE 5: SURVEYING SERVICES

The CONTRACTOR shall perform or provide:

- 5.1 Control surveys, which will be the basis for all future design and construction surveying services.
- 5.2 Topographic surveys of proposed and existing roadway corridors to include the location of all natural and physical features of the roadway.
- 5.3 Right-of-way surveys to establish the limits of the existing documented and/or occupied right-of-way to include the determination of a centerline survey.
- 5.4 Property surveys to determine the location of adjacent property lines relative to the existing and/or proposed property.
- 5.5 Preparation of right-of way design plans and legal descriptions for acquisition parcels pursuant to current NMDOT standards and specifications.
- 5.6 Final documentation and preparation of documentation maps for final construction pursuant to current relevant standards and specifications.
- 5.7 Provide construction staking services to include the layout of horizontal and vertical alignments grade stakes, and other roadway features, drainage systems, utility and building construction as necessary.

All surveying services shall be conducted under the direct supervision of a New Mexico Registered Professional Surveyor and shall be conducted in conformance with the Minimum Standards for Surveying in New Mexico.

ARTICLE 6: PLANNING STUDIES

The CONTRACTOR shall perform or provide:

- 6.1 Help the City to develop a Comprehensive Plan for all projects that are proposed.
- 6.2 Make a Strategic plan (issue specific) for all projects that are proposed.
- 6.3 Any other Planning tasks that are deemed necessary by the City for all proposed projects.

ARTICLE 7: SCHEDULE FOR DELIVERY OF WORK BY CONTRACTOR

The CONTRACTOR shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:

- 7.1 It is understood that the CONTRACTOR is to proceed on the project after a Notice-to-Proceed from the CITY. The schedule is to be outlined in each TASK ORDER once the

scope of the project(s) has been clearly defined.

- 7.2 Construction progress is to be monitored by the CONTRACTOR in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.
- 7.3 The CONTRACTOR is to endeavor to complete the work in accordance with the schedule; however, it will not be penalized for delays beyond its control such as CITY's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

ARTICLE 8: CITY'S RESPONSIBILITIES

The CITY shall:

- 8.1 Provide to the CONTRACTOR all criteria, design, and construction standards and full information as to the CITY's requirements for the Project. The CONTRACTOR shall be entitled to rely on the accuracy and completeness of information furnished by the CITY.
- 8.2 Designate in writing a person authorized to act as the CITY's representative. The CITY or its representative shall receive and examine documents submitted by the CONTRACTOR, interpret and define CITY's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONTRACTOR's services.
- 8.3 Furnish to the CONTRACTOR all existing drainage, survey, layout data, and prior reports available for the Project.
- 8.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.
- 8.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the CITY may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 8.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 8.7 Provide surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the CITY unless designated to be provided by the CONTRACTOR in individual TASK ORDERS.
- 8.8 Furnish the services described in Sections 3.1 through 3.7 at the CITY's expense and in such manner that the CONTRACTOR may rely upon them in the performance of its services under this Agreement.

- 8.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 8.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.
- 8.11 Arrange full and free access for the CONTRACTOR to enter upon all property required for the performance of the CONTRACTOR's services under this Agreement.
- 8.12 Give prompt written notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONTRACTOR's performance of services under this Agreement.
- 8.13 Compensate the CONTRACTOR for services rendered under this Agreement.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: G.9

SUBJECT: Discussion/Action - PublicWorks1 proposal for Asset & Data Tracking Services

DEPARTMENT: Community Development

DATE SUBMITTED: October 19, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager/Buster Smith Streets Manager

Summary/Background:

Pavement Condition Assessment - Pavement Condition Assessment using distress severity and extent - A pavement distress identification based on remaining service life (RSL), and the SHRP distress (alligator, transverse, edge, patching and potholes, longitudinal). - A condition for each segment, and a network pavement condition distribution is part of the deliverable - A recommended treatment for each pavement segment.

Recommendation:

Accept and Approve Proposal

Attachments:

- Proposal
- Presentation Slides

Fiscal Impact (Finance): Yes

\$22,500.00

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 10-25-23

PublicWorks1 Price Proposal

Truth or Consequences	Centerline Miles: 150 or less
505 Sims, Truth or Consequences, NM 87901	Prepared by: Todd Mattson and Joel Perkins

Service & Travel Fees

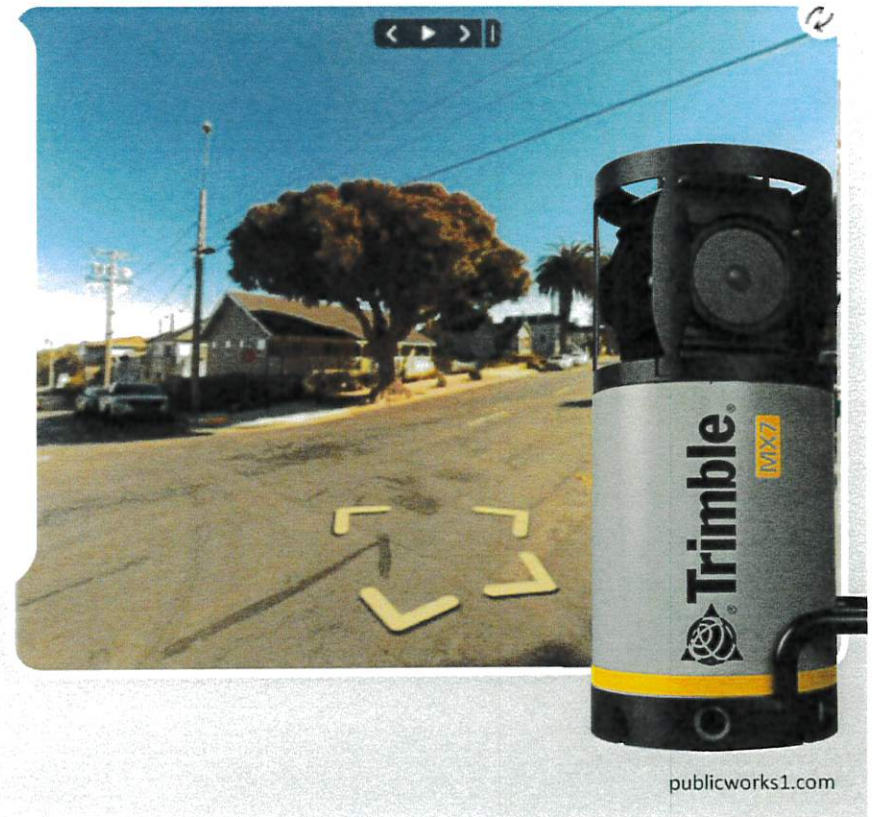
<u>PublicWorks1 Services</u>	<u>Package Price</u>	<u>Billing</u>
Pavement Condition Assessment - Pavement Condition Assessment using distress severity and extent - A pavement distress identification based on remaining service life (RSL), and the SHRP distress (alligator, transverse, edge, patching and potholes, longitudinal). - A condition for each segment, and a network pavement condition distribution is part of the deliverable - A recommended treatment for each pavement segment -A complete data set entered into the iWorQ Pavement Management application (Purchase of the software is required) - The information and data required for budgeting and planning is part of the deliverable	\$22,500	One-Time
Data Collection and Asset Conversion Package includes: -Trimble MX7 Image Collection -Data Conversion -Presented/Delivered Data Shapefile for the following assets: 1. <i>Signs</i>	Included	One-Time
Services Total (This amount will be invoiced once)	\$22,500	One-Time Total

NOTES & SERVICE(S) DESCRIPTION



360-Degree Street-Level Imagery

- Geo-referenced 360-degree street-level imagery.
- Snapshot of all roadside assets and conditions.
- Disaster recovery imagery backed up on the AWS GovCloud.
- Imagery directly tied to the map and the Pavement Centerline file.





iWorQ Demo Map

Pavement Centerline

Pipes

Signs

Parcels - Work Orders

Requests

Hydrants

Catch Basins

Manholes

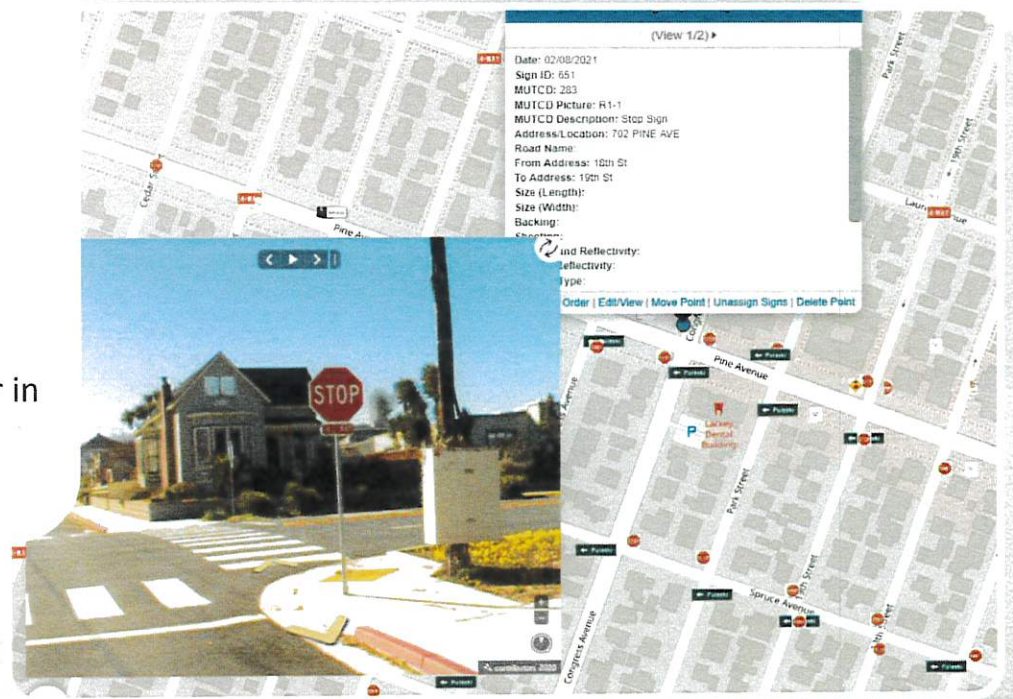


GIS – Asset Layers

- Track and layer assets on the map to easily visualize them.
- Toggle assets on & off so that the asset you are working with is the only one visible.
- All shapefiles are transferable to your current GIS/ESRI system.

GIS – Mapping

- MX7 Trimble camera maps out assets with GPS coordinates with sub-meter accuracy.
- Layer any asset on the map.
- We guarantee the collection of Signs & Hydrants.
- Compatible for other assets. *(Requires a scope of work.)*
- Easily map assets from your desk through imagery or in the field using a mobile device.
(Discussion required to see capabilities)





Pave ID ⇅	Road Name ⇅	From Address ⇅	To Address ⇅	Length ⇅	Width ⇅	Area (Yd^2) ⇅	RSL ⇅	Recommended Treatment ⇅
405	Central Ave	9th St	10th St	152.0	36.0	608.0	8	Chip Seal
867	Junipero Ave	9th St	10th St	168.0	36.0	672.0	8	Crack Seal
623	Laurel Ave	9th St	10th St	155.0	32.0	551.0	6	Overlay

Road Assessments

- We provide our assessments within a pavement management system module.
- Each segment is tracked with important information.
- Recommended treatments provided. *(Shown in the module on the right)*
- Ratings based on the RSL.

Budget - Dallins Road Budget

Category	Year 1	% Sys	Year 2	% Sys	Year 3	% Sys	Year 4	% Sys	Year 5	% Sys	
Segments Not In Budget	--	--	--	--	--	--	--	--	--	--	Add to Budget
No Maintenance	\$993,924.07	31.18	\$0.00	0.00	\$94,401.69	2.96	\$0.00	0.00	\$0.00	0.00	Modify/Print
Routine	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$23,931.87	19.11	\$0.00	0.00	Modify/Print
Preventative	\$917,299.56	20.14	\$97,793.78	2.15	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	Modify/Print
Rehabilitation	\$975,210.00	5.92	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	Modify/Print
Reconstruction	\$1,996,844.45	3.51	\$2,516,244.46	4.42	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	Modify/Print
Total	\$4,883,278.08		\$2,614,038.24		\$94,401.69		\$23,931.87		\$0.00		Modify/Print

Budget Tool

- Create a 5 to 10 year road plan with the budget tool.
- Select a treatment, budget amount or percent, and the year to apply it to.

Select Treatment

Budget Amount

Year

Budget Tool – Road Plan

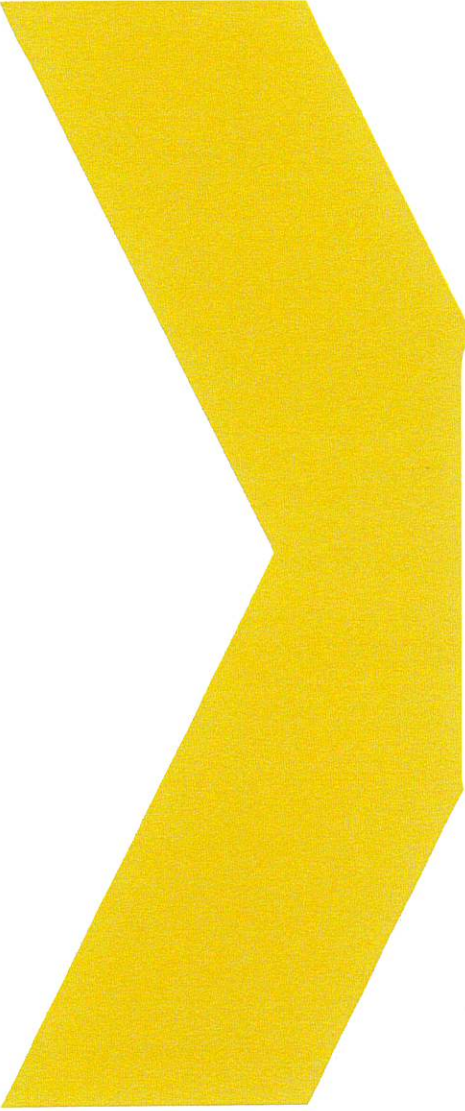
- This tool helps build the Road Management Plan.
- Customize your road plan with what treatments to perform and when.
- Build your plan out to 10 years.

ID	Road Name	From Address	To Address	Area (yd^2)	Last Treatment	Last Treatment Date	RSL	Select Treatment	Select Year	Cost
442	10th St	Central Ave	Ricketts Row	435	Crack Seal	11/11/2021	6	Overlay	NOT SELECTED	6,540.00
689	10th St	Laurel Ave	Pine Ave	668	Crack Seal	11/11/2021	11	No Maintenance	NOT SELECTED	0.00
527	10th St	Lighthouse Ave	Lighthouse Ave	99	Crack Seal	11/11/2021	8	Chip Seal	YEAR 2	400.00
613	10th St	Lighthouse Ave	Laurel Ave	611	Crack Seal	11/11/2021	8	Chip Seal	YEAR 2	2,448.00

Reporting

- Easy to use reporting tool, no special training needed.
- Report against anything tracked within the fields.
- Select the fields to report against and run the report.
- Save the report to easily run it again.
- Reporting works similarly across all modules.

Pavement Information
+ Segment ID
+ Road Name
+ From Address
+ To Address
+ Inventory Date
+ Current RSL
+ Last Rating Date
+ Length (ft)
+ Width (ft)
+ Area yd^2
+ Asset Value
+ Calculated PCI
+ PCI Rating Sachse
+ Lancaster Test
+ Road Type
+ District
+ Speed Limit
+ Type
+ Priority Classification
+ Snow Route 1
Employee
+ Employee Cost
Equipment
+ Equipment Cost
Inventory
+ Inventory Cost
+ Total WO Cost
Material
+ Material Cost
Treatment
+ Last Treatment Date
+ Last Treatment
+ Recommended Treatment
+ Recommended Treatment Cost
Ratings
+ Rating Date
+ Fatigue
+ Transverse
+ Longitudinal
+ Patching
+ Edge



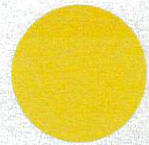
Unique Business Structure

- Unlimited Users, Ongoing Training & Technical Support.
- No additional user fees or licenses.
- Add as many users the system as needed at no extra cost.
- System training for anyone at any time.
- Easy to reach support that's just a phone call away.



Scheduling Routine Maintenance

- Schedule reoccurring work.
- Specify when scheduled work appears on the dashboard.
- Establish a routine maintenance schedule to ensure no work is overlooked.





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 25, 2023

Agenda Item #: G.10

SUBJECT: Approval of the Records Inventory List for destruction
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 20, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The City Police Department has 100 boxes of records ready for destruction. If approved by the governing body, a date of destruction will be scheduled for the 100 boxes.

Recommendation:

Approve the 2023 Police Department Records inventory List for destruction.

Attachments:

- 2023 Police Department Records inventory List

Fiscal Impact (Finance): Choose an item.

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-25-2023

**CITY OF TRUTH OR CONSEQUENCES
RECORDS FOR DESTRUCTION MARH 2015**

Department	Description of Record	Year of Record	Item # Authorizing Destruction	Archive Box Number	Date Destroyed
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-01	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-02	
PD	Citations - 2009	2009	1.19.8.810	2023-03	
PD	Evidence Records	2003-2019	1.19.8.808	2023-04	
PD	CHJ/Criminal History Records	2000-2005	1.19.8.802	2023-05	
PD	Booking Reports/Citations	1998-2018	1.19.8.810/851	2023-06	
PD	CHJ/ABR	1989-2014	1.19.8.802	2023-07	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-08	
PD	CHJ/Criminal History Records	2000	1.19.8.808	2023-09	
PD	Incident Reports	2000-2002	1.19.8.803	2023-10	
PD	Crash Reports	2011	1.19.8.811	2023-11	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-12	
PD	Citations, Crash Reports, Booking	1998-2018	1.19.8.810	2023-13	
PD	Booking Reports/Photos	1995-1998	1.19.8.851	2023-14	
PD	Citations, Crash Reports, Booking	1998-2018	1.19.8.810	2023-15	
PD	Report Card/Docket Cards	1983-1999	1.19.9.106	2023-16	
PD	Report Card/Docket Cards	1983-1999	1.19.9.106	2023-17	
PD	Report Card/Docket Cards	1983-1999	1.19.9.106	2023-18	
PD	Reports	1998-2012	1.19.8.811	2023-19	
PD	CHJ/ABR	1989-2014	1.19.8.802	2023-20	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-21	
PD	DWI/OBD	1997-2001	1.19.9.104	2023-43	
PD	Citation Copies	2005	1.19.8.811	2023-44	
PD	DUI	1998-2001	1.19.9.104	2023-45	
PD	Incident Reports	2005	1.19.8.803	2023-46	
PD	Incident Reports	2005	1.19.8.803	2023-47	
PD	Incident Reports	2005	1.19.8.803	2023-48	
PD	Incident Reports	2005	1.19.8.803	2023-49	
PD	Incident Reports	2005	1.19.8.803	2023-50	
PD	Incident Reports	2005	1.19.8.803	2023-51	
PD	Incident Reports	2004	1.19.8.803	2023-52	
PD	Incident Reports	2004	1.19.8.803	2023-53	
PD	Incident Reports	2005	1.19.8.803	2023-54	

**CITY OF TRUTH OR CONSEQUENCES
RECORDS FOR DESTRUCTION MARH 2015**

Department	Description of Record	Year of Record	Item # Authorizing Destruction	Archive Box Number	Date Destroyed
PD	Incident Reports	2004	1.19.8.803	2023-55	
PD	Incident Reports	2004	1.19.8.803	2023-56	
PD	Incident Reports	2004	1.19.8.803	2023-57	
PD	Incident Reports	2004	1.19.8.803	2023-58	
PD	Incident Reports	2004	1.19.8.803	2023-59	
PD	Incident Reports	2004	1.19.8.803	2023-60	
PD	Crash Reports	2006	1.19.8.811	2023-61	
PD	OBD-DWI Reports	2006-2007	1.19.9.104	2023-62	
PD	Crash Reports/Citations	2007	1.19.8.811	2023-63	
PD	Incident Reports	2003	1.19.8.803	2023-64	
PD	Incident Reports	2007	1.19.8.803	2023-65	
PD	Incident Reports	2007	1.19.8.803	2023-66	
PD	Incident Reports	2007	1.19.8.803	2023-67	
PD	Incident Reports	2007	1.19.8.803	2023-68	
PD	Incident Reports	2007	1.19.8.803	2023-69	
PD	Incident Reports	2007	1.19.8.803	2023-70	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-71	
PD	Evidence Records	2003-2018	1.19.8.808	2023-72	
PD	Evidence Records	2011-2020	1.19.8.808	2023-73	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-74	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-75	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-76	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-77	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-78	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-79	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-80	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-81	
PD	Crash Reports	2008	1.19.8.811	2023-82	
PD	SRO/Animal Control	2015	1.19.8.821	2023-83	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-84	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-85	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-86	
PD	CHJ/Criminal History Records	1989-2014	1.19.8.802	2023-87	

**CITY OF TRUTH OR CONSEQUENCES
RECORDS FOR DESTRUCTION MARH 2015**

[illegible]

RESOLUTION NO. 08 17/18

DESIGNATING THE RETENTION AND DISPOSITION SCHEDULES FOR THE RECORDS FOR THE CITY OF TRUTH OR CONSEQUENCES

WHEREAS, the destruction of obsolete records is necessary for efficient records maintenance by the Records Custodian's including the Municipal Clerk, Municipal Judge, and Police Chief of Truth or Consequences; and

WHEREAS, in the interest of sound records management principles, the Municipal Clerk has established procedures for the retention and disposition of municipal records; and

NOW, THEREFORE, BE IT RESOLVED:

That the City Commission hereby supports the City Clerk-Treasurer in the selection of a Retention Schedule to use for the retention and disposition of the records and files of the municipality.

BE IF FURTHER RESOLVED:

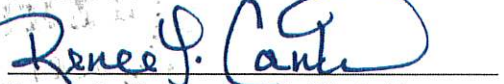
That the City Clerk-Treasurer is hereby authorized and directed to maintain the records management program for the municipality and to proceed with the destruction of records and files as follows:

- (1) Records that contain confidential or sensitive information shall be destroyed in such a manner that the information cannot be read, interpreted or reconstructed by:
 - (a) witnessed shredding, then pulping through a bonded document destruction vendor, or
 - (b) witnessed macerating through a bonded document destruction vendor.
- (2) Records without confidentiality requirements shall be destroyed by:
 - (a) recycling by a bonded document destruction vendor,
 - (b) shredding;
 - (c) macerating; or
 - (d) witnessed dumpsite burial.

PASSED, ADOPTED AND APPROVED this 13th day of September, 2017.


Steve Green, Mayor

ATTEST:


Renee L. Cantin, CMC, Clerk-Treasurer