Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Bruce Swingle
City Manager

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

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, NOVEMBER 16, 2022; 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. PRESENTATIONS
   1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Swingle and Department Supervisors
   2. Proclamation naming Saturday, November 26, 2022 as Small Business Saturday. Mayor Forrister

D. PUBLIC COMMENT (3 Minute Rule Applies)

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

F. CONSENT CALENDAR
   1. City Commission Workshop Minutes, October 12, 2022
   2. City Commission Regular Minutes, October 12, 2022
   3. Acknowledge Library Advisory Board Minutes, October 31, 2022

F. CONSENT CALENDAR Continued…
   4. October 2022 Accounts Payable

G. ORDINANCES/RESOLUTIONS/ZONING
   1. Discussion/Action: Resolution No. 16 22/Authorizing the Execution and Delivery of a Planning Grant Agreement between NMFA and the City for Sanitary Sewer Asset Management Plan. Traci Alvarez, Assistant City Manager
   2. Discussion/Action: Resolution No. 17 22/23 Budget Adjustment Request. City Manager Swingle
   3. Discussion/Action: Resolution No. 18 22/23 Property Abatement for 731 Wyona. Traci Alvarez, Assistant City Manager
   4. Discussion/Action: Amendment to Resolution No. 68 21/22 City Park Rental Fees. Angela A. Torres, City Clerk

H. NEW BUSINESS
   1. Discussion/Action: Approval of Purchase Requisitions over $20,000. City Manager Swingle
   2. Discussion/Action: Extension on Contract with Tech 45 Airport Management (Formerly Known as Tech 45 Enterprises). Traci Alvarez, Assistant City Manager
   3. Discussion/Action: Approval of WHPacific Contract Renewal. Traci Alvarez, Assistant City Manager
   4. Discussion/Action: Approval of Chief of Police Contract. City Manager Swingle
   5. Discussion/Action: Approval of the US Department of the Interior Bureau of Land Management Right-of-Way Grant-Serial Number NMNM076517. City Manager Swingle
   6. Discussion/Action: Approval of the US Department of the Interior Bureau of Land Management Right-of-Way Grant-Serial Number NMNM018561. City Manager Swingle
   7. Discussion/Action: Adoption of Recommendation and Report from the Municipal Ordinance Jurisdiction Advisory Committee. City Manager Swingle
   8. Discussion/Action: Library Board recommendation for the re-appointment of Teresa "Terie" Hafner. Angela A. Torres, City Clerk

I. EXECUTIVE SESSION
   1. Threatened & Pending Litigation (*Ron Hoskins*) pursuant to 10-15-1(H.7).

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 DECEMBER 14, 2022

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: November 4, 2022
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Swingle and Department Supervisor

Summary/Background:

Employee Anniversary: Renfro, Sonya – 9 years
Employee Anniversary: Hanna, Timothy – 15 years
Employee Anniversary: Balko, Denise – 4 years
Employee Anniversary: Sweeney, Jamie – 6 years

Recommendation:

None. Presentation Only.

Attachments:

None.

- -

Fiscal Impact (Finance): **No**

.

Legal Review (City Attorney): **No**

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Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐Other: Click here to enter text.
File Name: CC Agendas 11-16-2022

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: C.2

SUBJECT: Proclamation naming November 26, 2022 as Small Business Saturday.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 10, 2022
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Mayor Amanda Forrister

Summary/Background:

City of Truth or Consequences, New Mexico celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, and they create more than two-thirds of the net new jobs. By contrast, Small Business Saturday encourages holiday shoppers to patronize brick and mortar business that are small and local. Small business Saturday is a registered trademark of American Express Corporation.

Recommendation:

None. Presentation only

Attachments:

- Proclamation

-

Fiscal Impact (Finance): **N/A**

$0.00

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

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 11-16-2022

Proclamation

City of Truth or Consequences, New Mexico

Whereas, the City of Truth or Consequences, New Mexico celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, and they create more than two-thirds of the net new jobs,

Whereas, 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

Whereas, 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

Whereas, Truth or Consequences, New Mexico supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

Whereas, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday;

Now, Therefore, I, Amanda Forrister, Mayor of Truth or Consequences, New Mexico do hereby proclaim, November 26, 2022 as:

Small Business Saturday

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Amanda Forrister, Mayor

Angela A. Torres, CMC, City Clerk-Treasurer

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: ***F.1***

SUBJECT: City Commission Special Workshop Minutes, October 12, 2022
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 10, 2022
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 11-16-2022

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, OCTOBER 26, 2022

A. CALL TO ORDER:

The Special Workshop 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
Hon. Merry Jo Fahl, Commissioner
Hon. Shelly Harrelson, Commissioner

Also Present: Bruce Swingle, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer

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

2. APPROVAL OF AGENDA:

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

C. WORKSHOP:

1. Geothermal water/wells in Truth or Consequences:

A presentation was given by Yvette Lopez from the Office of the State Engineer on behalf of the Geothermal water/wells in Truth or Consequences.

D. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 9:40 a.m.

Passed and **Approved** this **16th** day of **November, 2022**.

_____
Amanda Forrister, Mayor

ATTEST:

_____
Angela A. Torres, CMC, City Clerk

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: F.2

SUBJECT: City Commission Regular Minutes, October 12, 2022
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 10, 2022
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 11-16-2022

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, OCTOBER 26, 2022

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. Destiny Mitchell, Commissioner
Hon. Merry Jo Fahl, Commissioner
Hon. Shelly Harrelson, Commissioner

Also Present: Bruce Swingle, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer

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 Commissioner Mitchell to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Hechler moved to approve the agenda with the removal of item C1. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PRESENTATIONS:

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

Item was removed from the agenda.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Joe Byers addressed the Commission with comments related to:

(1) He commented on behalf of item I4: Request for a Special Use Permit for 403/405 Magnolia, for the purpose of Community Center Recovery Meetings. He is strongly in support of this item because it is very important for the recovery community to have a place where they can meet on a regular basis with no interruptions.

Geneva Pryor addressed the Commission with comments related to:

(1) She commented on behalf of item I2: Request for a Special Use Permit at 865 W. 4th Ave. for the purpose of a Multi Animal Permit. She is the applicant of this item and she asked that this item be approved because she is compliant with all regulations required for this permit, and she would hate to have to move if she does not get approved for this permit.

Kathy Adkins addressed the Commission with comments related to:

(1) She commented on behalf of item I4: Request for a Special Use Permit for 403/405 Magnolia, for the purpose of Community Center Recovery Meetings. She is the applicant of this item, and she apologized for not making it to the Planning & Zoning Public hearing, but it was due to the recent passing of her husband. This is for an Alano Club which is a meeting place for 12-step groups, and it doesn't allow drinking or drugs. They have only meetings there. The used to meet at different churches, but they have been moved several times because it conflicts with a lot of their time slot, and they would just like to have a permanent place to conduct these meetings. The use of this building will be for meetings only.

Glenn Gibson addressed the Commission with comments related to:

(1) He commented on behalf of item I3: Request for a Special Use Permit at 300 Osborne for the purpose of a Multi Animal Permit. He is the applicant of this item. He has been compliant with all of the steps needed, and given by Animal Control for this permit. He has camera's up and has done a lot of work to prevent the dogs from barking, but they don't bark as much as everyone says. He hopes that the Commission will consider approval of his permit.

Frank Dearman addressed the Commission with comments related to:

(1) He commented on behalf of item I4: Request for a Special Use Permit for 403/405 Magnolia, for the purpose of Community Center Recovery Meetings. He is strongly in support of this item because recover to him is very important because he sobered up in 1978, and they have always had a place to go, but the location is always changing, and they need a permanent place to go so people can get their recovery.

John Bradley addressed the Commission with comments related to:

(1) He commented on behalf of item I4: Request for a Special Use Permit for 403/405 Magnolia, for the purpose of Community Center Recovery Meetings. He is strongly in support of this item because he has been in the recovery community for 37 years. It is an important thing for the community because there are a lot of people who are trying to get help, and they need some support and it will be a great idea to have a permanent space. If the property isn't used its going to turn into a vacant lot.

Dan Simpson addressed the Commission with comments related to:

(1) He commented on behalf of item I4: Request for a Special Use Permit for 403/405 Magnolia, for the purpose of Community Center Recovery Meetings. He is strongly in support of this item because he moved here from Albuquerque where there are many places you can go for a meeting, and places like that saved and changed his life. He is now a productive member of society because of places like that, and he would like a permanent place for others to go so they can also get support.

Ted Reed addressed the Commission with comments related to:

(1) He commented on behalf of item I4: Request for a Special Use Permit for 403/405 Magnolia, for the purpose of Community Center Recovery Meetings. He is strongly in support of this item because places like that have helped him, and it has helped many others that are sitting in this room. Everything is voluntary in these groups, and they are self-supporting their own contributions. AA is color blind, and what is neat with these things is that everyone comes together and helps each other to try to be a contributing citizen.

Ron Fenn addressed the Commission with comments related to:

(1) He commented on item I1: Final Adoption of Ordinance No. 735 Amending Section 14-48 pertaining to the Customer Generated Renewable Energy Program. He asked that the Commission not approve this item. The City is not prepared to handle this ordinance because they haven't even handled Ordinance 664 when it was passed. He does a utility analysis every month, and he finds a lot of inaccuracies in the solar reporting. The September report that he requested was incomplete. We need to tell the people what is really going on and this Ordinance is not going to correct any of this. It is going to create bigger problems. If you can't answer the questions that are on this paper to say how did these numbers get here, then you have no business voting on this issue because

it is going to create worse issues. Please hold off on this. There is no reason that this needs to be passed right now and because it will just create more havoc in the community.

Submitted comment by Ariel Dougherty. Complete Copy attached hereto and made a part hereof.

Tim Smith addressed the Commission with comments related to:

(1) He commented on behalf of item I4: Request for a Special Use Permit for 403/405 Magnolia, for the purpose of Community Center Recovery Meetings. He is strongly in support of this item because he has been a member of recovery for 17 years and it has been a huge part of him being a productive member of society. He has a successful Airbnb in town, and being a member of recovery has led to him to be able to do that as well as do voluntary work. It will be a very good thing for the community.

Mike Sparks addressed the Commission with comments related to:

(1) He commented on behalf of item I5: Summary Plat Amendment at 719 Palo Verde, Truth or Consequences. He is the applicant of this item. He and his wife are asking to have 2 parcels combined. He is zoned R1 which has 25 ft. setbacks for everything and on the street side it is 37ft. from the curb. They are not planning on doing a lot. They just want to put up a car port for an RV and a flatbed trailer.

E. REPORTS:

City Manager Swingle reported the following:

- He handed out a schedule for the MSD Water Project downtown. It started on October 24th. We are very excited to get that project moving forward. (Handout attached).
- He handed out a list of properties that the city is putting up for sale. We have a lot of properties that we don't need, and we need to get them on the tax rolls. Once we get rid of these we will get some more on the list. (Handout attached).
- He handed out a flyer that the hospital put together on the $2 million Mill Levy that is on the ballot. Historically this has been in place. It is not a new tax. It is just something that was continue with the existing tax. It equates to somewhere around $620,000 to $630,000 a year to the hospital which is significant revenue that the hospital does use and need.
- He gave kudos to Fleet Maintenance Department. The apache helicopters that were flying around in the evening were at the Airport resting and getting fuel and we had a mechanical breakdown at the Airport and we are not in a location that we can get aviation equipment mechanics out there fairly quickly, but our Fleet Maintenance Department went out and addressed the problem and did fantastic work. They are not on call, but they were available and they made it out there and did great work.

Torres, Angela

From: Ariel Dougherty films <arielcamera@gmail.com>
Sent: Wednesday, October 26, 2022 5:39 AM
To: Forrister, Amanda; Hechler, Rolf; Mitchell, Destiny; Harrelson, Shelly; Fahl, Merry Jo; Torres, Angela
Subject: Public Comments Re 735 Renewables for Oct 26, 2022 Meeting
Attachments: Section 3-18-32 - Limitation of county and municipal restrictions on solar collectors. (2007) __ 2013 New Mexico Statutes __ US Codes and Statutes __ US Law __ Justia.pdf

Dear Mayor and Commissioners,

Because I am unable to attend today's meeting, I am sending my comments via an email to each of you.

Attached is the state law governing municipalities as regards solar. The old ordinance 664 violates this law by its 90% clause. This new version 735 violates the law *especially* with inclusion of paragraph f.

As rewritten 735 shows City staff, PUAB members and the City's counselors do not fully comprehend net metering – a simple exchange of solar produced kWh for City provided kWh. This shows the City fails to understand, hence to acknowledge the benefits solar producers provide the City. There is never a need to convert these kWh into dollars and cents in both a complicated and convoluted billing process. The only time to do such a fiscal conversion – using *avoided costs* -- is if there is to be a payment and that should only happen if a producer wants such a settlement.

Each commissioner should state why a grandfather clause is not included in 735 and how they anticipate this will affect the 85 producers who have contracts under 664.

Last, I would like each Commission to explain why they think this ordinance meets the needs of producers and fulfills the intent of 3-18-32.

Thank you.

Sincerely, Ariel Dougherty

Public Comments
Ariel Dougherty – October 26, 2022

Attached is the state law governing municipalities as regards solar. The old ordinance 664 violates this law by its 90% clause. This new version 735 violates the law *especially* with inclusion of paragraph f.

As rewritten 735 shows City staff, PUAB members and the City's counselors do not fully comprehend net metering – a simple exchange of solar produced kWh for City provided kWh. This shows the City fails to understand, hence fails to acknowledge the benefits solar producers provide the City. There is never a need to convert these kWh into dollars and cents in both a complicated and convoluted billing process. The only time to do such a fiscal conversion – using *avoided costs* -- is if there is to be a payment and that should only happen if a producer wants such a settlement.

Each commissioner should state why a grandfather clause is not included in 735 and how they anticipate this will effect the 85 producers who have contracts under 664.

Last, I would like each Commission to explain why they think this ordinance meets the needs of producers and fulfills the intent of 3-18-32.

Thank you.

JUSTIA

View the 2020 New Mexico Statutes | View Previous Versions of the New Mexico Statutes

2013 New Mexico Statutes
Chapter 3 - Municipalities
Article 18 - Powers of Municipalities
Section 3-18-32 - Limitation of county and municipal restrictions on solar collectors. (2007)

Universal Citation: Universal Citation: NM Stat § 3-18-32 (2013)

3-18-32. Limitation of county and municipal restrictions on solar collectors. (2007)

A. A county or municipality shall not restrict the installation of a solar collector as defined pursuant to the Solar Rights Act [47-3-1 through 47-3-5 NMSA 1978], except that placement of solar collectors in historic districts may be regulated or restricted by a county or municipality.

B. A covenant, restriction or condition contained in a deed, contract, security agreement or other instrument, effective after July 1, 1978, affecting the transfer, sale or use of, or an interest in, real property that effectively prohibits the installation or use of a solar collector is void and unenforceable.

History: Laws 2007, ch. 232, § 1.

Disclaimer: These codes may not be the most recent version. New Mexico may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or

adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

RON FENN'S PUBLIC COMMENT SUBMISSION

Truth or Consequences

Monthly Billing Report

Sept

Consumption Range: 09/2022 - 09/2022

Billing Summary

Account Type	Bill Count	Total Arrears	Service Current	Non-Service Current	Total Balance
Active	3,668	74,230.61	818,790.42	37,966.43	930,987.46
Disconnect	60	5,133.06	6,825.68	659.99	12,618.73
New	53	-587.89	3,731.40	1,847.20	4,990.71
Overall Totals	**3,781**	**78,775.78**	**829,347.50**	**40,473.62**	**948,596.90**

Active Account Reconciliation	
Disconnect-Transfers	0
Disconnect-No Transfers	61

Calculation Summary		
	Total Charges:	**869,821.12**
	Deposit Returns/Adjustments:	**-4,257.25**
	Energy Assistance Returns:	**0.00**
	Total Current:	**865,563.87**

? 3527 -527 FROM AUG NOT COMPLETE 10/24

Service Category Totals

Category	Service Count	Total Net	Total Tax	Taxable	Non-Taxable	Billed Consumption	Unbilled Consumption	Total Consumption
Electric	5	250.00	0.00	0.00	250.00	0.00	0.00	0.00
Electric	3,522	479,624.84	31,462.29	375,668.41	72,494.14	3,232,671.28	100,818.00	3,333,489.28
Lights (Street/Area)	259	1,435.26	82.35	975.82	377.09	319.70	0.00	319.70
Metered Sewer	4	350.40	0.00	0.00	350.40	204.00	0.00	204.00
Refuse/Garbage	3,207	139,048.28	6,101.90	122,146.39	10,799.99	1,632.00	0.00	1,632.00
Sewer/WasteWater	2,777	77,911.81	3,364.09	67,186.30	7,361.42	12,906.40	0.00	12,906.40
Water	2,912	130,726.91	5,191.65	103,864.59	21,670.67	24,278.00	10,024.00	34,302.00
Overall Totals	**12,686**	**829,347.50**	**46,202.28**	**669,841.51**	**113,303.71**	**3,272,011.38**	**110,842.00**	**3,382,853.38**

? ? +59639

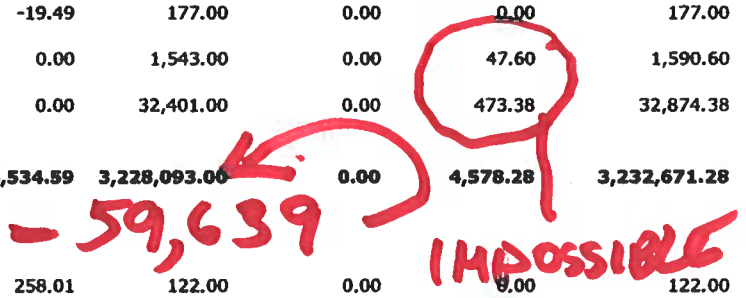
Revenue Code Totals

Revenue Code - Description	GL Revenue Account	Amount	
Billing Revenue Codes			
Revenue Category: 100			
Accounts Receivable GL Account: -			**125,535.26**
100 - Water	504-3803-34523 - UTILITIES SERVICES-WATER DIVISION	-125,535.26	
		100 AR Sub Total:	**125,535.26**
Revenue Category: 190			
Accounts Receivable GL Account: -			**5,191.65**
190 - Water Tax	504-3803-30153 - GOVERNMENTAL GROSS RECEIPTS-WA	-5,191.65	
		190 AR Sub Total:	**5,191.65**

SEPT

Rate Code Totals

Category\Rate	Service Count	Total Net	Total Tax	Taxable	Total Metered Consumption	Total KVAR Consumption	Total Demand Consumption	Total Billed Consumption
ELECTRIC - LARGE COMMERCIAL 3 PHASE W/DEMAND	65	141,202.49	6,750.79	134,451.70	897,659.00	0.00	3,314.02	900,973.02
ELECTRIC - RESIDENTIAL	2,836	239,044.91	18,461.40	220,583.51	1,506,868.00	0.00	27.83	1,506,895.83
ELECTRIC - SMALL COMMERCIAL 1 PHASE	396	56,237.76	3,974.47	52,263.29	354,153.00	0.00	0.00	354,153.00
ELECTRIC - SMALL COMMERCIAL 3 PHASE	35	6,987.14	315.03	6,672.11	45,836.00	0.00	0.00	45,836.00
ELECTRIC - WMBG RESIDENTIAL	1	40.56	3.13	37.43	220.00	0.00	0.00	220.00
ELECTRIC - WMBG SMALL COMMERCIAL 3 PHASE	1	214.29	0.00	214.29	1,483.00	0.00	0.00	1,483.00
ELECTRIC- TRIP FEE	5	250.00	0.00	0.00	0.00	0.00	0.00	0.00
SOLAR- RESIDENTIAL	71	-3,353.07	0.00	0.00	25,518.00	0.00	0.00	25,518.00
SOLAR -ELECTRIC - SMALL COMMERCIAL 1 PHASE	1	-21.12	-1.63	-19.49	177.00	0.00	0.00	177.00
SOLAR- LARGE COMMERCIAL 1 PHASE W/DEMAND	2	-182.69	0.00	0.00	1,543.00	0.00	47.60	1,590.60
SOLAR- LARGE COMMERCIAL 3 PHASE W/DEMAND	4	-3,836.28	0.00	0.00	32,401.00	0.00	473.38	32,874.38
Electric Category Totals	**3,527**	**479,874.84**	**31,462.29**	**455,534.59**	**3,228,093.00**	**0.00**	**4,578.28**	**3,232,671.28**
Lights (Street/Area)								
MIMS STREET LIGHTS	122	279.91	21.90	258.01	122.00	0.00	0.00	122.00
YARD LIGHTS	137	1,155.35	60.45	1,094.90	197.70	0.00	0.00	197.70
Lights (Street/Area) Category T	**259**	**1,435.26**	**82.35**	**1,352.91**	**319.70**	**0.00**	**0.00**	**319.70**
Metered Sewer								
SEWER - EFFLUENT WATER	4	350.40	0.00	0.00	204.00	0.00	0.00	204.00
Metered Sewer Category Totals	**4**	**350.40**	**0.00**	**0.00**	**204.00**	**0.00**	**0.00**	**204.00**
Refuse/Garbage								
TRASH - BASIC COMMERCIAL ADDITIONAL POLY CART	13	300.00	13.20	286.80	12.00	0.00	0.00	12.00
TRASH - BASIC COMMERCIAL POLY CART	92	4,601.12	200.76	4,400.36	92.00	0.00	0.00	92.00
TRASH - COMM CLASS I	194	13,282.79	597.31	12,685.48	194.00	0.00	0.00	194.00
TRASH - COMM CLASS II	49	5,411.51	237.60	5,173.91	49.00	0.00	0.00	49.00
TRASH - COMM CLASS III	76	11,824.70	260.99	11,563.62	76.00	0.00	0.00	76.00
TRASH - COMM CLASS IV	17	3,676.78	155.40	3,521.38	17.00	0.00	0.00	17.00
TRASH - COMM CLASS V	12	7,395.96	238.56	7,157.40	12.00	0.00	0.00	12.00
TRASH - COMMERCIAL FLAT RATE	2	161.35	7.68	153.67	0.00	0.00	0.00	0.00
TRASH - DUMPSTER	7	500.45	23.81	476.64	7.00	0.00	0.00	7.00
TRASH - NOT ACCESSIBLE RESIDENTIAL	2	69.38	3.30	66.08	2.00	0.00	0.00	2.00
TRASH - RESIDENTIAL	1,073	36,672.94	1,742.79	34,929.66	1,066.00	0.00	0.00	1,066.00
TRASH - RESIDENTIAL ADDITIONAL POLY CART	106	1,769.19	84.53	1,684.66	105.00	0.00	0.00	105.00
TRASH - RESIDENTIAL POLY CART	1,564	53,382.11	2,535.97	50,845.16	0.00	0.00	0.00	0.00
Refuse/Garbage Category Total	**3,207**	**139,048.28**	**6,101.90**	**132,944.82**	**1,632.00**	**0.00**	**0.00**	**1,632.00**



Truth or Consequences

Monthly Billing Report

AUG

Consumption Range: 08/2022 - 08/2022

Billing Summary

Account Type	Bill Count	Total Arrears	Service Current	Non-Service Current	Total Balance
Active	4,214	61,557.25	1,109,107.97	35,230.92	1,205,896.14
Disconnect	58	3,444.17	5,263.10	478.49	9,185.76
New	53	-365.76	4,282.06	1,596.25	5,512.55
Overall Totals	**4,325**	**64,635.66**	**1,118,653.13**	**37,305.66**	**1,220,594.45**

Active Account Reconciliation

Disconnect-Transfers	2
Disconnect-No Transfers	57

Calculation Summary		
	Total Charges:	**1,155,958.79**
	Deposit Returns/Adjustments:	**-1,672.00**
	Energy Assistance Returns:	**0.00**
	Total Current:	**1,154,286.79**

4054 +6 FROM JULY

Service Category Totals

Category	Service Count	Total Net	Total Tax	Taxable	Non-Taxable	Billed Consumption	Unbilled Consumption	Total Consumption
Electric	4,047	711,573.08	44,890.71	536,006.55	130,675.82	4,983,219.91	502,532.00	5,485,751.91
Electric	7	350.00	0.00	0.00	350.00	0.00	0.00	0.00
Lights (Street/Area)	281	6,578.62	93.17	1,104.30	5,381.15	411.19	0.00	411.19
Metered Sewer	19	793.26	0.00	0.00	793.26	639.00	0.00	639.00
Refuse/Garbage	3,640	157,021.44	6,865.38	137,433.93	12,722.13	1,828.00	0.00	1,828.00
Sewer/WasteWater	3,156	90,623.08	3,926.27	78,426.08	8,270.73	15,220.50	0.00	15,220.50
Water	3,345	151,713.65	6,045.04	120,934.21	24,734.40	28,734.00	998.00	29,732.00
Overall Totals	**14,495**	**1,118,653.13**	**61,820.57**	**873,905.07**	**182,927.49**	**5,030,052.60**	**503,530.00**	**5,533,582.60**

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Revenue Code Totals

Revenue Code - Description	GL Revenue Account	Amount	
Billing Revenue Codes			
Revenue Category: 100			
Accounts Receivable GL Account: -			**145,668.61**
100 - Water	504-3803-34523 - UTILITIES SERVICES-WATER DIVISION	-145,668.61	
		100 AR Sub Total:	**145,668.61**
Revenue Category: 190			
Accounts Receivable GL Account: -			**6,045.04**
190 - Water Tax	504-3803-30153 - GOVERNMENTAL GROSS RECEIPTS-WA	-6,045.04	
		190 AR Sub Total:	**6,045.04**

Truth or Consequences

Monthly Billing Report

July

Consumption Range: 07/2022 - 07/2022

Billing Summary

Account Type	Bill Count	Total Arrears	Service Current	Non-Service Current	Total Balance
Active	4,217	67,929.89	1,083,521.54	38,367.61	1,189,819.04
Disconnect	64	5,852.86	5,305.89	648.54	11,807.29
New	51	446.93	4,446.55	1,565.38	6,458.86
Overall Totals	**4,332**	**74,229.68**	**1,093,273.98**	**40,581.53**	**1,208,085.19**

Active Account Reconciliation	
Disconnect-Transfers	1
Disconnect-No Transfers	63

Calculation Summary		
	Total Charges:	**1,133,855.51**
	Deposit Returns/Adjustments:	**-2,860.00**
	Energy Assistance Returns:	**0.00**
	Total Current:	**1,130,995.51**

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Service Category Totals

Category	Service Count	Total Net	Total Tax	Taxable	Non-Taxable	Billed Consumption	Unbilled Consumption	Total Consumption
Electric	6	200.00	0.00	0.00	200.00	0.00	0.00	0.00
Electric	4,056	697,205.82	43,376.10	516,661.40	137,168.32	4,868,630.17	102,573.00	4,971,203.17
Lights (Street/Area)	283	6,576.27	93.05	1,102.07	5,381.15	412.19	0.00	412.19
Metered Sewer	18	473.98	0.00	0.00	473.98	378.00	0.00	378.00
Refuse/Garbage	3,649	156,938.82	6,849.66	137,118.06	12,971.10	1,829.00	0.00	1,829.00
Sewer/WasteWater	3,167	91,073.80	3,920.29	78,306.00	8,847.51	15,437.50	0.00	15,437.50
Water	3,355	140,805.29	5,744.43	114,852.38	20,208.48	30,723.00	145.00	30,868.00
Overall Totals	**14,534**	**1,093,273.98**	**59,983.53**	**848,039.91**	**185,250.54**	**4,917,409.86**	**102,718.00**	**5,020,127.86**

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Revenue Code Totals

Revenue Code - Description	GL Revenue Account	Amount	
Billing Revenue Codes			
Revenue Category: 100			
Accounts Receivable GL Account: -			**135,060.86**
100 - Water	504-3803-34523 - UTILITIES SERVICES-WATER DIVISION	-135,060.86	
		100 AR Sub Total:	**135,060.86**
Revenue Category: 190			
Accounts Receivable GL Account: -			**5,744.43**
190 - Water Tax	504-3803-30153 - GOVERNMENTAL GROSS RECEIPTS-WA	-5,744.43	
		190 AR Sub Total:	**5,744.43**

Rate Code Totals

Category\Rate	Service Count	Total Net	Total Tax	Taxable	Total Metered Consumption	Total KVAR Consumption	Total Demand Consumption	Total Billed Consumption
ELECTRIC - LARGE COMMERCIAL 1 PHASE W/DEMAND	38	31,345.94	2,150.00	29,195.94	189,019.00	0.00	742.69	189,761.69
ELECTRIC - LARGE COMMERCIAL 3 PHASE	1	25.50	0.00	25.50	0.00	0.00	0.00	0.00
ELECTRIC - LARGE COMMERCIAL 3 PHASE W/DEMAND	68	210,381.28	8,222.56	202,158.72	1,413,618.00	0.00	4,131.54	1,417,749.54
ELECTRIC - RESIDENTIAL	3,095	323,787.31	25,085.82	298,701.49	2,085,750.00	0.00	11.41	2,085,761.41
ELECTRIC - SMALL COMMERCIAL 1 PHASE	413	64,467.20	4,446.64	60,020.56	409,826.00	0.00	0.00	409,826.00
ELECTRIC - SMALL COMMERCIAL 3 PHASE	41	9,302.77	395.59	8,907.18	61,694.00	0.00	0.00	61,694.00
ELECTRIC - WMBG LARGE COMMERCIAL 1 PHASE W/DEMAND	1	1,687.34	130.39	1,556.95	11,540.00	0.00	20.92	11,560.92
ELECTRIC - WMBG LARGE COMMERCIAL 3 PHASE W/DEMAND	3	5,518.83	426.48	5,092.35	37,080.00	0.00	78.20	37,158.20
ELECTRIC - WMBG RESIDENTIAL	208	28,726.75	2,219.94	26,506.81	189,064.00	0.00	6.23	189,070.23
ELECTRIC - WMBG SMALL COMMERCIAL 1 PHASE	13	2,564.43	169.88	2,394.55	16,602.00	0.00	0.00	16,602.00
ELECTRIC - WMBG SMALL COMMERCIAL 3 PHASE	3	989.54	49.76	939.78	6,626.00	0.00	0.00	6,626.00
ELECTRIC- TRIP FEE	6	200.00	0.00	0.00	0.00	0.00	0.00	0.00
SOLAR- RESIDENTIAL	73	-3,075.31	0.00	0.00	23,404.00	0.00	0.00	23,404.00
SOLAR -ELECTRIC - SMALL COMMERCIAL 1 PHASE	1	-20.14	-1.56	-18.58	160.00	0.00	0.00	160.00
SOLAR- LARGE COMMERCIAL 1 PHASE W/DEMAND	2	-121.01	0.00	0.00	1,022.00	0.00	48.59	1,070.59
SOLAR- LARGE COMMERCIAL 3 PHASE W/DEMAND	4	-5,494.71	0.00	0.00	46,408.00	0.00	517.60	46,925.60
Electric Category Totals	**4,062**	**697,405.82**	**43,376.10**	**662,520.75**	**4,863,073.00**	**0.00**	**5,557.17**	**4,868,630.17**
Lights (Street/Area)								
CITY STREET LIGHTS	1	4,617.00	0.00	0.00	0.00	0.00	0.00	0.00
MIMS STREET LIGHTS	123	280.83	21.98	258.85	122.00	0.00	0.00	122.00
YARD LIGHTS	159	1,678.44	71.07	1,607.37	290.19	0.00	0.00	290.19
Lights (Street/Area) Category T	**283**	**6,576.27**	**93.05**	**1,866.22**	**412.19**	**0.00**	**0.00**	**412.19**
Metered Sewer								
SEWER - EFFLUENT USED FOR CITY LANDSCAPE	1	122.88	0.00	0.00	192.00	0.00	0.00	192.00
SEWER - EFFLUENT WATER	17	351.10	0.00	0.00	186.00	0.00	0.00	186.00
Metered Sewer Category Totals	**18**	**473.98**	**0.00**	**0.00**	**378.00**	**0.00**	**0.00**	**378.00**
Refuse/Garbage								
TRASH - BASIC COMMERCIAL ADDITIONAL POLY CART	13	300.00	13.20	286.80	12.00	0.00	0.00	12.00
TRASH - BASIC COMMERCIAL POLY CART	98	4,741.88	207.45	4,534.29	98.00	0.00	0.00	98.00
TRASH - COMM CLASS I	200	13,741.08	615.95	13,125.13	200.00	0.00	0.00	200.00
TRASH - COMM CLASS II	54	5,965.86	264.00	5,701.86	54.00	0.00	0.00	54.00
TRASH - COMM CLASS III	92	14,330.05	280.03	14,050.02	92.00	0.00	0.00	92.00
TRASH - COMM CLASS IV	18	3,824.12	162.42	3,661.70	18.00	0.00	0.00	18.00
TRASH - COMM CLASS V	12	7,395.96	238.56	7,157.40	12.00	0.00	0.00	12.00

JUSTIA

View the 2020 New Mexico Statutes | View Previous Versions of the New Mexico Statutes

2013 New Mexico Statutes
Chapter 3 - Municipalities
Article 18 - Powers of Municipalities
Section 3-18-32 - Limitation of county and municipal restrictions on solar collectors. (2007)

Universal Citation: Universal Citation: NM Stat § 3-18-32 (2013)

3-18-32. Limitation of county and municipal restrictions on solar collectors. (2007)
A. A county or municipality shall not restrict the installation of a solar collector as defined pursuant to the Solar Rights Act [47-3-1 through 47-3-5 NMSA 1978], except that placement of solar collectors in historic districts may be regulated or restricted by a county or municipality.
B. A covenant, restriction or condition contained in a deed, contract, security agreement or other instrument, effective after July 1, 1978, affecting the transfer, sale or use of, or an interest in, real property that effectively prohibits the installation or use of a solar collector is void and unenforceable.
History: Laws 2007, ch. 232, § 1.

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adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

CITY OF TRUTH OR CONSEQUENCES PROPERTIES FOR SALE

Contact: Traci Alvarez 575-952-0565

talvarez@torcnm.org

401 McAdoo Street -Truth or Consequences, NM 87901

(COPIES OF SURVEYS AND APPRAISALS AVAILABLE UPON REQUEST)



612 E Second Street
Parcel # 3021078400386
Appraisal $ 20,000



Parcel # 3023078055228
Lots 63, 64, 65, 66
Appraisal $ 8,000 each lot



Parcel # 3023078055171
Lots 56, 57, 58, 59
Appraisal $ 8,000 each lot



309 Birch Street
Parcel # 3022078023342
Appraisal $ 20,000



Parcel # 3023079239313
Tract 2 Lot 10
Appraisal $ 8,000



Some Things You Need To Know for Nov 8th:

- Hospital Mill Levy Is Not A New Tax
- Reapproving Mill Levy Will Not Increase Your Taxes
- A Vote Against Will Not Decrease Your Taxes

COUNTY
CONDADO

HOSPITAL MILL LEVY QUESTION

Shall the Board of Commissioners of Sierra County, New Mexico, impose a tax of two (2) mills ($2.00 per $1,000.00) of net taxable value of property allocated to the County for a period of eight (8) years commencing 2023 to support the operation and maintenance of Sierra Vista Hospital?

HOSPITAL MILL LEVY PREGUNTA

¿La Junta de Comisionados del Condado de Sierra, Nuevo México, impondrá un impuesto de dos (2) molinos ($2.00 por cada $1,000.00) del valor neto imponible de la propiedad asignada al Condado por un periodo de ocho (8) años a partir del 2023 para apoyar la operación y el mantenimiento de Sierra Vista Hospital?

Financial & Economic Impact to the Community

- Sierra Vista Hospital employs close to 225 staff members
- Wages & Benefits from SVH are $57,645,000 annually
- Total Economic impact to our region is $74,935,000 annually
- Sales Tax from SVH services are collected in Sierra County

Healthcare Impacts to the Community

- Emergency Department treated over 8,000 patients in the last fiscal year
- SVH Clinics saw 7,290 patients last fiscal year
- SVH EMS provides local, regional & state wide support including Nursing & Veteran Homes
- SVH provides healthcare for low income & underinsured patients.
- Return of Services: Cardiology, Surgery and Sleep Studies.

Truth or Consequences MSD Water System Improvements

Smithco Construction

Two Week Look Ahead (TWLA)

Description of Work	Responsible Party	24-Oct Mon	25-Oct Tues	26-Oct Wed	27-Oct Thu	28-Oct Fri	31-Oct Mon.	1-Nov Tues.	2-Nov Wed	3-Nov Thur	4-Nov Fri	Notes:
Mobilization	Smithco	X										
Construction Yard Setup	Smithco	X										
Pot-Hole												
Inserta Valve Locations for existing pipe OD's	Smithco	X										
Utilities at all 6 Bore Locations	Smithco		X	X	X		X					
Excavate Bore Pits	Smithco			X	X			X	X			
Bore Mims Street (CU-223)	Kelly Cable						X					
Bore Foch St (CU-206)	Kelly Cable							X				
Bore Post St (CU-217)	Kelly Cable								X			
Bore Main Street (CU-210)	Kelly Cable									X		

For any questions or concerns regarding this schedule please contact:

- We had a complaint of a safety issue on Gold Street and 7th. Benny Fuentes went out and evaluated what was necessary and addressed the issue by putting in a stop sign. It is on a hill and it is now a 4-way stop. Cars that were backing out of the driveway which is on a hill could not see vehicles coming so that stop sign stops traffic there. The resident called to say that they were ecstatic with the fix Benny came up with.
- There will be tree treatments happening at the Ralph Edwards Park, Family Park and the Louis Armijo Park. They will winterize prune and remove some of the trees that are dead. When they did the work at Ralph Edwards Park, some of the trees looked pretty bad, and the advice that we had was to leave trees, and continue to water to see if they were salvageable or not, and there are a couple that are not. That work will start in mid-November.
- We continue to have water leaks. If it is not a short term fix, we ask the public to be understanding and patient with us. We have limited resources and staff, and it took many decades for this problem to rise and it is not going to be resolved in the next day or two or even year or two it will take substantial time to address. We are in the process of drafting an emergency fund request from the State Board of Finance. We are putting the dollars together and what constitutes the emergency right now. We cannot keep up with all of the water leaks that we are experiencing right now. We are getting a call an hour later or 5 hours later for all of the leaks that we repair. They are not the same spot, but usually either side of the repair finds the next weak spot in the piping or it leaks there. We are at a critical point with our infrastructure, and we've got to get ahead of the game. It is just going to take time and money, and we need patience and understanding of the community. I have to admit, it has gotten better. I was getting many calls a day about the same water leaks, and why they haven't been fixed. I think people are starting to understand. At least the message that we are trying to get out is that it is going to continue to be a problem. Absolutely continue to report the water leaks. We will assess it and it will be prioritized based on the level of leaking that we are seeing, and the more serious leaks, or leaks that are impacting residents and they have water loss. They take top priority. Everything else is put at a lower priority.
- The Chamber of Commerce is doing a fantastic job with the advertisement of the infrastructure bond question. We had the premiere of the movie Paul's Promise the other night, and they had a commercial running for half an hour before the movie started. It showed the water leaks and the need for the bond to be approved, as well as for the streets. Fantastic work by the Chamber of Commerce. The Mill Levy is on the ballot as well. That is very important to the community as well.
- We still have vacancies on various city boards. We had a resignation on the PUAB Board from Ron Pacourek so we have one vacancy on the PUAB Board, we have on vacancy on the Recreation Advisory Board, one vacancy on the Airport Advisory Board. We have five vacancies on the Golf Course Advisory Board. However, we are in the process of trying to merge the Golf Course

Advisory Board and Recreation Advisory Board together. We also have two vacancies on the Impact Fee Advisory Board.

- The Court Committee met on Monday. They formed an opinion that they are going to recommend to the Commission that the City transition to Magistrate Court as the Court of jurisdiction over City Ordinances. We will have another meeting on Monday, November 7th. Jay drafted the report, and the committee will meet again on the 7th to vote to approve or not approve the report. We would like to have it on the next agenda meeting of whatever the outcome of the vote is.
- The Chief of Police recruitment is going very well. Interim Chief Venable has been doing the background investigation on our Chief, and I think he is quite ecstatic of the background that he has found. I think that you are going to be very comfortable with the individual that we are going to recommend to the City. We will have all paperwork and contracts likely available for the next Commission Meeting. We had a number of candidates from out of state that applied. There were some very good ones. Some had a little baggage that just didn't seem right for our community, but I think that we are going to have an outstanding Chief.
- We have a major issue with the Lee Belle Johnson Center. We brought in an engineer to take a look at it, and the building is showing a lot of movement. The floors are warping, at least in the library area, which is an indication of movement of the building. The walls and the baseboard are starting to separate from the walls, and we are seeing some significant gaps under the building because this is actually on pylons. It's not a slab through most of the facility. There is a big dome that has been created. We think that it is the geothermal water. *He joked… "Don't tell me there's a shortage of water. It's popping up right under our building".* It could be an anomaly. We don't know. The engineers are still working on it, but they've recommended that we close the building and move all of the people that are in it. We immediately notified Spaceport because they are expensing money as we speak to re-design that space, and to bring in some artifacts and exhibits from the Space Museum in Alamogordo, and we wanted to put a kibosh on it so they don't incur any additional expense until we can work through this. We are looking at moving the library to the Nadine Gardner Learning Center. There is a space there that we are going to move that to. Our Librarian Pat is very excited for the opportunity of actually opening the library up to those folks on the southern and western portion of the town. As well as to Williamsburg. We are looking for a location for the Geronimo Springs Scenic Byway Center. We're not moving anyone out until the site is ready, and in this case, we have to find a site for them. Not right now, but we do eventually need to get them out of the facility, and we are looking quite hastily for a site so if you have any ideas of a site let us know. It is very important that we find them a site in the downtown area. My first thought was to move them to the Civic Center into the space that the Workforce Solutions used to be at, but that isn't in the downtown area, and it's not where the visitors are. We need to keep them as close to the downtown area as possible, and to where the visitors are so we are looking for that site.
- He will be out of town Monday and Tuesday of next week because he is getting married and he is very excited about that.

City Attorney Rubin reported the following:

- He congratulated City Manager Swingle on getting married next week. That's fantastic.

City Commission Reports:

Commissioner Fahl reported the following:

- She asked City Manager Swingle what the process is for us to merge the Recreation Advisory Board and the Golf Course Advisory Board.
- She attended the New Mexico Water and Dam Owners Coalition and the next meeting will be at the same location, and she will make sure that it is not held during our Commission Meetings so perhaps some of the Commissioners can attend. Usually from October to March they usually do our Dam inspections, and she would be very interested to know what the status of our Dams are so she would like to see the last 3 years of reports. She wanted to read them because of her experience with Dams. When Wilson & company came and gave their presentation about the Dams. She would like for them to explain why breaching Contrail Dam is their recommendation because that is rare for people who have a Dam to do that, and the cost of breaching a Dam is almost the same in most cases as repairing it so she would like for them come and explain to us why that is their option.

City Manager Swingle responded to the following questions:

- We are going to have to change our ordinance, and decisions have to be made about how many board members we should have, but moving the Golf Course Advisory Board right now, we don't have a board, but we do have a couple of people that have submitted letters of interest on it, but it is a matter of merging it together that they will have representation on the board. Those ordinances will all come before the Commission. We have an ordinance that's creating the Golf Advisory Board and we have one that is creating the Recreation Advisory Board, and we will basically eliminate the and repeal the ordinance on the Golf Advisory Board, and modify the ordinance of the Recreation Board to merge it together.
- You asked me something at the beginning of the meeting that you wanted me to address about a Facebook post and some criticism of some of the doctors not being credentialed at the hospital. Credentialing is an interesting issue. The credentialing process is a very lengthy process. You're getting credentialed by the insurance providers that are out there such as Medicaid and Medicare. You also have Presbyterian, Blue Cross, Blue Shield, Molina, and there are other insurances out there, and you have to get credentialed by each one them so it is a very lengthy process so when you have doctors working, they are going to be working in the areas that they are credentialed to do at this point, and they won't be doing work if they are not credentialed. It is not an issue of their medical license or anything like that. It is just the due diligence from the insurance companies, and the payers basically of coverage that they just want to do their due diligence on the background of the particular physician. It is a very long

process. We have some that have taken many, many months to accomplish. Some can be done very quickly, and others are not. It depends on the work flow and all of your insurance providers out there, but it doesn't mean anything against the doctors or the providers going through that process. It's such a regulated practice and process.

- As for the Dam inspections, they don't typically come every year. They come every so many years. They inspected them a year to a year and a half ago, and I will be glad to make those reports available to everybody.

Commissioner Mitchell reported the following:

- She congratulated City Manager Swingle on getting married.
- She gave a shout out for all of the upcoming festivities this weekend for Halloween. MainStreet is doing a downtown trick or treat on Saturday from 4-7. Apple Tree has their harvest fest at the same time so you can hit both of them. There will be a multitude of trunk or treats going around town. One is at Foxworth, Hot Springs High School Renaissance and Drama Club will be putting on a haunted house Friday and Saturday night at the old gym. It is going to be pretty cool.
- She was also at the Paul's Promise premiere and the Chamber of Commerce did a great job on advertising. She has seen it in the newspapers, on flyers, on commercials and she thinks that they did an outstanding job getting that information out to the public.

Commissioner Harrelson reported the following:

- There are a lot of activities going on this week for the kids.
- This is red ribbon week for the Elementary School, and it kind of goes along with all of the recoveries so that is something that our kids are learning about this week. Every day is a different event that talks about "just say no to drugs".
- She gave kudos to our community teachers on how hard they are working. Teachers work very, very hard every day and they don't get nearly the amount of praise that they need for the hard jobs that they have.
- Go Tigers! Our Volleyball team is ranked #2 and if you haven't been to a volleyball game, they are pretty amazing! Those girls work so dang hard and they look amazing on the court. We have 3 more games before we go to state and then we will have our big competition up at the state level. We would like everyone to come out and fill the gym. It makes the girls feel good and it is a great way to cheer our Tigers on.

Mayor Pro-Tem Hechler had no reports.

Mayor Forrister reported the following:

- She congratulated City Manager Swingle on getting married.
- The Bond item and Mill Levy items are on the ballot so don't forget to go out there and vote.
- She thanked everyone for coming to the meeting. We don't usually get that much community involvement unless there are issues being brought up.

F. CONSENT CALENDAR:

1. **City Commission Regular Minutes, October 12, 2022**
2. **Acknowledge Regular Public Utility Advisory Board Minutes, September 19, 2022**
3. **Subrecipient FY 22/23 1st Quarter Reports**
4. **Take Home Vehicle Forms**

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

G. PUBLIC HEARINGS:

1. **Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 741 to amend Article VIII, Section 7-202 of the City Code of Ordinances, pertaining to the Collection of Lodgers Tax and Reporting Procedures:**

City Manager Swingle: This ordinance amendment is at the request of the lodgers tax Board and as you all know, they do fantastic work, and they are absolutely a great board to work with. Recognizing that we have a lot of Airbnb's that we were not receiving on, but for the most part, the Airbnb's thought that they paying lodgers tax, and this amendment would allow the marketplace provider which is an entity like Airbnb to collect not only the fee for the lodger, but the taxes and the lodgers tax. Our existing ordinance prohibits them from collecting the lodger's tax. Our existing ordinance requires the individual owner to pay that to us. I think there is a disconnect there because of the ordinance, and that will clean that up, and it will be collected, and what we would anticipate is significantly more lodgers tax revenue coming to the City.

Mayor Forrister opened the public hearing.

Proponents:

Gina Kelley Lodgers Tax Advisory Board Vice Chairman: I want to thank City Manager Swingle for helping us with this. It has been a 2 year process, and I want to stress that our Airbnb hosts really and truly believe that they are paying lodgers tax just by virtue of reporting that Airbnb gives them, but in truth Airbnb only has been collecting GRT and paying that to the State. We are estimating anywhere between $40,000 to $60,000 a year extra in lodgers tax if you pass this, so I just want to thank you for all of your support. We can do great things with that money. There are a lot of really great marketing efforts going on in town, but we also have all of that infrastructure that we have to take care of, like our parks.

Tim Smith: I have to make a correction. I am one of the individuals that thought that I was paying lodgers tax because it is on the invoice that I receive from Airbnb, but I suppose that it just covers GRT so forgive me for my misstatement, and I am in support of this.

Opponents:

There were no opponents

Mayor Forrister closed the public hearing.

City Attorney Rubin: The first four subsections are identical to what we already had on A, B, C, & D. E is the only paragraph that we are talking about which says:

- For transactions where a vendor uses a Marketplace Provider to facilitate the sale of lodgings, the City may use a "Marketplace Provider" as follows:
    1. Definition: A Marketplace Provider means any person who facilitates a retail sale by a vendor by listing or advertising for sale or furnishing by the vendor, in any manner, rooms, lodging, or other accommodations through agreements or arrangements with 3rd parties.
    2. Marketplace Providers shall be responsible for collecting all applicable lodgers taxes and remitting the same to the City. The marketplace provider shall be considered an agent of the vendor for purposes of lodgers tax collections and remittance responsibilities as set forth in this ordinance.
    3. A Marketplace Provider operating exclusively on the internet, who operates in compliance with subsection 2 above, shall be presumed to be in compliance with this ordinance, except that the marketplace provider remains responsible for compliance with the administrative penalty provisions described in this section.

City Manager Swingle: Jay drafted the amendment based on an ordinance out of Albuquerque. We did work with the Airbnb legal counsel and they are in support of the change, and this is something that they can work with to move forward and accomplish what we as a community want.

Mayor Forrister: Is this something that will be collected through Airbnb or will it be a private thing that we collect at the City? How will that work?

City Manager Swingle: It will be collected by Airbnb just like they do now with collecting the fee for the GRT, and then they would make the distributions accordingly.

Mayor Pro-Tem Hechler: Is Airbnb the only marketplace provider that we reached out to?

City Manager Swingle: Yes, because it is the only one that I know of. Once we make the change I guess we can search for others that are out there.

Commissioner Fahl moved to approve adoption of Final Adoption of Ordinance No. 741 to amend Article VIII, Section 7-202 of the City Code of Ordinances, pertaining to the Collection of Lodgers Tax and Reporting Procedures. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 15 22/23 Budget Adjustment Resolution:

City Manager Swingle reviewed the Budget Adjustment provided in the packet.

Mayor Pro-Tem Hechler moved to approve Resolution No. 15 22/23 Budget Adjustment Resolution. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

1. Discussion/Action: Final Adoption of Ordinance No. 735 Amending Section 14-48 pertaining to the Customer Generated Renewable Energy Program:

City Manager Swingle: Mayor Pro-Tem asked a question at our last meeting, and we tabled the matter because we didn't really have a full Commission at that time. We only had 3 Commissioners and this is a very important ordinance. Mayor Pro-Tem had the question about adding that one paragraph that was added and wanted clarification. I sent you all a copy of the email that council had sent us. This is our Attorney John Appel out of Santa Fe, New Mexico. The bottom line is that it had no direct impact on the ordinance other than possibly in the future it may be an issue on us having solar providers generating more electricity than we actually need, and this would give us the ability to not buy anymore if we didn't have to. As a matter of fact, it is a non-issue at this point, and it will be for some time.

City Attorney Rubin: We went through a lot of legal reviews on this, and there was a letter that Mr. Appel had shared and I also supported, and I believe it answered the outstanding legal question so I am prepared to proceed.

Mayor Pro-Tem Hechler: I thank Mr. Appel for his response, and my feeling is that this was really an unnecessary statement or paragraph. I don't consider myself a staunch environmentalist, but I do believe that there is global warming, and I do believe that we don't need to change today or tomorrow, but we need to change sometime, and I think sometimes when we write these ordinances, we have to keep those things in mind. We should also be encouraging people to buy solar. We should be encouraging green energy. Like I said, it's not going to happen tomorrow or the next day, but it is something that we should be doing. I think statements like this kind of serve to scare people

sometimes with the language of "*the City reserves the right to reduce or terminate its acceptance of electricity generated by customers in the event that the total amount of electricity generated and offered at any given time exceeds the amount that can be put to use,*" and to me that doesn't inspire people to say hey, "*I'm going to sign up for solar tomorrow.*" They City may say that I can't buy my solar anymore, and then what am I going to do with my $26,000 investment so I don't want to see that statement even in this ordinance for that reason. If down the road the City feels like there's an issue with buying electricity or if some other things come up, we can change it then. I think what we need to do now is encourage people to continue to invest in solar. I know that the state is doing that, and a lot of folks are, and I just think that this is contrary to that.

Commissioner Mitchell: I do consider myself a staunch environmentalist, and I actually agree with Mayor Pro-Tem Hechler in the sense of that we don't want to discourage future solar use. It is also in conflict with the City at this point in time as we're technically losing money on solar so for the environments sake we should be encouraging solar use.

George Szigeti, PUAB Chairman: As Commissioner Hechler and the City Manager pointed out this is something that is way down the road. We have to have around 800 to 1000 solar customers before we come into conflict with our contract with Sierra Electric, and it has taken almost 10 years to get 80 customers and that may even be accelerating so I don't see us getting to that point any time soon, and if it is needed we can enact it then. The other issue I have is when the City no longer needs it. I think it would be very easy to legally challenge that statement. I don't think that it is definite enough. What do you base the fact on that the City doesn't need the electricity. All of sudden everyone is putting in batteries, and nobody is using electricity anymore. There are a lot of interpretations for that. The other part is the actual implementation. You cannot just go up to a solar customer and say we don't need your electricity anymore. There is only one way to disconnect the solar production from the grid, and that is to turn off the switch at the house, which means that you are not providing them any electricity from the grid either so you basically have to cut them off completely from the grid. It could be managed, but the only way to handle this is by an energy management system and it would require each solar customer to install an energy management system on top of their solar and then have that connected to the City grid, and have them interact with a specialized energy management system in the Electric Department. That will be a huge additional expense for each of the customers. I would advise to remove this from the ordinance because we don't need it to proceed, and a possibility in the future we may have a little more technology available to manage this. We are moving in that direction. These type of systems are coming out, and probably will be implemented in the future, but at the present time we don't have that capability to implement that part of the ordinance.

Commissioner Harrelson: If the committee decides that they want keep something like that in there, then it should say something like "if". It should say the City reserves the right "if" 80% of the homes have solar then this ordinance goes into place. That would

be the only way to make that more of a percentage and that type of statement if that were to stay.

City Manager Swingle: I think the intent was that we were not going to pay you if we don't need any more electricity between what we bought, and what is being produced. That is kind of complicated as George explained the process. If you are discussing eliminating that one sentence, it is on page 4 subsection f.

Commissioner Fahl made a motion to approve Ordinance No. 735 Amending Section 14-48 pertaining to the Customer Generated Renewable Energy Program with the amendment of striking section 4(f) from the ordinance. Commissioner Mitchell 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 nay
Hon. Destiny Mitchell, Commissioner voted aye
Hon. Merry Jo Fahl, Commissioner voted aye

Motion carried with a 4-1 vote.

2. **Discussion/Action: Request for a Special Use Permit at 865 W. 4th Ave. for the purpose of a Multi Animal Permit:**

Assistant City Manager Traci Alvarez: A public hearing was held at the Planning & Zoning Commission Meeting on October 11th. The applicant was present at that meeting. I attached the draft minutes to that meeting for your reference in your agenda packet. The applicable section of the meeting is highlighted for each item. The applicant has 7 cats and the cats are either contained in the house or within an outdoor "catitat" and do not roam free. Applicant has submitted a completed application, all animals have been licensed per municipal code, and all fees have been paid. Animal Control and Code Enforcement have completed their required site visit and didn't have any concerns. There were no opponents at the meeting and there were 2 proponents. The Planning & Zoning recommendation was to approve the multi animal use permit, and that motion was carried unanimously.

Mayor Pro-Tem Hechler: I want to commend the applicant for taking the extra steps to ensure that the animals are safe and they are harbored and taken care of the way they should be. I think that's got to be an important factor in our decision.

Commissioner Mitchell moved to approve the Special Use Permit at 865 W. 4th Ave. for the purpose of a Multi Animal Permit. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. **Discussion/Action: Request for a Special Use Permit at 300 Osborne for the purpose of a Multi Animal Permit:**

Assistant City Manager Traci Alvarez: A Public Hearing was held at Planning and Zoning Commission Meeting on October 11, 2022. The applicant was present. An applicable section of draft meeting minutes is included in the packet. The applicant has 6 dogs, and a completed application has been received, and all animals have been licensed per municipal code and fees paid. Animal Control and Code Enforcement have completed the required site visit and didn't see any concerns on their end. There was 1 proponent which was the applicant, 3 opponents, and phone call received in opposition. Planning & Zoning unanimously voted to deny the Special Use Permit for 300 Osborne Lane. The application was denied due to the people who spoke in opposition and it had to do with the noise of the animals and consistent barking that disturbed the church during their sessions.

Mayor Forrister: It is my understanding that Animal Control has been called to residents.

Assistant City Manager Traci Alvarez: They noted at the Planning & Zoning meeting that they did receive one noise complaint prior to the public hearing.

City Manager Swingle: I think it is important to explain what the comments from the public hearing were. They were from the church and I think people around the residence with the animals. They weren't indicating that the dogs bark all the time. They were indicating that at least when they have church services that the dogs would bark then and it was very disruptive to church. They actually had to stop sermons when this was taking place and wait for the dogs to calm down and then continue church services. It was literally when people were at the church when the dogs would bark. It wasn't that the dogs were barking unceasingly. Animal Control did indicate that they had been there at one other time because of a barking dog complaint that they had received, not on multiple occasions. It was for one event.

City Attorney Rubin: The minutes are very detailed and I complement the City Clerk staff for putting this together, so you might take a look at the last 4 pages because that has the information of what was said.

Mayor Forrister: Mr. Gibson is there a reason as to why you have 6 dogs. Is it a breeding program?

Applicant Glenn Gibson: No. They are all fixed. It is the mom and dad and the babies.

Mayor Forrister: And you plan on keeping the babies?

Applicant Glenn Gibson: Yes. They are a year old, but they are pups. They are Pyrenees and Border Collie mixed. We've installed cameras, and they record 24/7. Last Wednesday my dogs never barked except for at the UPS guy and the mail guy, but it's

not all day or night. I can actually sit right here now and look at the cameras and if they were doing something wrong, I can talk to them from here. I think the privacy fence helped, but they still hear the UPS truck coming down the hill, but they don't bark all day long.

Commissioner Harrelson: How long was all of this installed prior to this meeting.

Applicant Glenn Gibson: The fence has been up about a week and a half, and the cameras have been up about the same time.

Commissioner Harrelson: I don't feel that there has been enough time for the gentleman's proactive measures to be taken place to see if they are working or not, and I think that maybe this needs to be tabled at some point and then come back in 30 days and have a report back from both sides on that. It's a change in behavior and you need to give the animal's time to change their behavior, and the property owner time to adjust to that, and a week is not, I don't feel, an appropriate amount of time.

Mayor Forrister: In some regard I agree with you Commissioner Harrelson, but also, our job is to look at the facts and people around you didn't buy their houses with the thought that there is going to be 6 dogs next door. People also don't attend that church thinking that there are going to be 6 dogs next door so I have a problem with that impeding on his neighbors and the people around him.

Assistant City Manager Traci Alvarez: As part of the special use permit, the City Commission can grant or deny final approval with certain conditions, and right of appeal and accordance. Approval can also be granted with additional conditions imposed which are deemed necessary to ensure that the purpose is met. These permits are normally on an annual renewal. If you wanted to grant approval that they would have to renew it sooner than an annual basis you can do so or you can table it. I don't know if you would want to go back to a public hearing or not.

Mayor Forrister made a motion to revisit this item as a public hearing at the December 14th City Commission Meeting. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. **Discussion/Action: Request for a Special Use Permit for 403/405 Magnolia, for the purpose of Community Center Recovery Meetings:**

Assistant City Manager Traci Alvarez: A Public Hearing was held at Planning and Zoning Commission Meeting on October 11, 2022. The applicant was not present at that meeting. All applicable fees were paid and all documents were presented to the Planning & Zoning Commission. There were no proponents at that meeting. There were 2 in person opponents and 2 emails that were received in opposition and they were read aloud during the public hearing and noted in the draft minutes. You heard from the

applicant during public comment and the applicant is still here. A motion carried at the Planning & Zoning meeting with a 2-1 vote to deny the Special Use Permit.

City Attorney Rubin: I want to thank the people for showing up today on behalf of this item. Here is what you have to look at. We are required to allow a public hearing for all of these land matters, and the way we set it up is that it is handled through the Planning & Zoning Commission. There is a procedure that we follow when we have these meetings we first determine who is within the zone of influence, and who are the people who would be most affected by the particular application and someone who is either a proponent or opponent usually will need to identify what their particular interest is. In other words, are they within the designated radius of the property, or if they have some sort of financial interest. We do allow members of the public to speak, but that is in a different realm. The testimony is first given and then the Planning & Zoning Commission will deliberate it and then they have their vote, and when it comes to you, you usually are not expected to have a public hearing. Although you can, but you would usually take a look at what happened at the Planning & Zoning level and you would make your decision based upon that. The initial legal concern that I have when I look at this is when we had the Planning & Zoning meeting there were no proponents there so if you were to strictly go by the intent of the public hearing and rules, you would really have no choice but to deny the application. However, with that being said, of course, I understand that there a lot of people who spoke up today, and I am curious as to why they did not show up to the public hearing. They would still have been able to give testimony. They just would not have been able to do cross examination unless they are within the designated radius of the property, or if they have some sort of financial interest. You do have the right to remand this back to the Planning & Zoning Board if you want to hear more testimony, but again, if you decide to make a decision today, I think that we may be hamstrung on what has already happened.

City Manager Swingle: I think the just of the Planning & Zoning Commission's decision was based on them having a lot of questions. I have a lot of questions. We just did not have anybody to ask those questions to at the meeting. My sincere condolences to Ms. Adkins. That's a pretty good reason for not being at a meeting.

Mayor Pro-Tem Hechler: This is real difficult for me. My condolences as well. I really appreciate all of you folks for being here to speak on behalf of this recovery program. There is not a family anywhere, I don't think, that hasn't been touched by alcoholism or drug abuse, and these programs are so important for our community. The issue that we have here is that the location is not zoned that way, but now that I have a better understanding of what you are trying to accomplish there I have softened my view to some degree. City Manager Swingle, when we issue a permit like this, it's usually for a period of one year correct?

City Manager Swingle: That is correct.

Mayor Pro-Tem Hechler: So to me that is a good trial period. If there were any issues that come up within that one year, we as Commissioners can say, hey we are not going

to renew it because this, this, and that. I think that the benefit to the community is really important so maybe we should bend a little bit here and there to allow these things to happen for a trial period, and when we give them a trial period, then we can give them a better assessment.

Mayor Forrister: I agree with you. This is a tough decision, and I thank everyone who got up and spoke, but my concern lies with the people around there also, that did not buy a home with the intent that there would be a recovery program happening next door, and those were the opponents that spoke during the Planning & Zoning meeting and we have to take their concerns into consideration as well.

Commissioner Fahl: I agree that supporting our Planning & Zoning Commission members is very important, but they need to have a permanent home and we need that service in our community so I agree that a one year permit would give the neighbors that were concerned a chance to see if they were really adversely impacted or not.

City Manager Swingle: I think it would be very important for everyone for everybody to find out exactly what these meetings are, how often they are and how long they are. This was the concern of the opponents at the meeting.

Assistant City Manager Traci Alvarez: The reason why this is coming in as a special use permit is because it is in a residential zone. It is in the R3 zone. Had this been proposed in a commercial location, it would not have been a special use application. It would have been allowed by right.

Mayor Forrister made a motion to revisit this item as a public hearing at the December 14th City Commission Meeting. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. **Discussion/Action: Summary Plat Amendment at 719 Palo Verde, Truth or Consequences. Applicant wishes to combine parcels 3022078506194 & 3022078519194:**

Assistant City Manager Traci Alvarez: A Public Hearing was held at the Planning and Zoning Commission Meeting on October 11, 2022. The applicant was present, and all required documents and fees were submitted. The applicant is requesting to combine both parcels. You heard from the applicant during public comment.

Commissioner Fahl moved to approve the Summary Plat Amendment at 719 Palo Verde, Truth or Consequences as presented. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. **Discussion/Action: Approval of extension to the Franchise Agreement between the City of T or C and TDS:**

Assistant City Manager Traci Alvarez: We have various franchise agreements different entities, and it was brought to our attention that the Franchise Agreement between the City and TDS is due to expire this month. At this time we are requesting to extend that agreement for a few months so we can obtain some more information, and take a look at what the franchise fees are being charged around the state, and see if we need to potentially review what we are charging now and increase the fees if needed.

Commissioner Fahl moved to approve the extension to the Franchise Agreement between the City of T or C and TDS. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. **Discussion/Action: Approve recommendation from the Recreation Advisory Board to remove the BMX sign and track:**

OJ Hechler, Director of Community Services: We've got the recommendation from the Recreation Advisory Board to flatten out the BMX track and to remove the signage. As you can see in your packet, one of the attachments is a photo of the current condition of the BMX track. It is unusable so we are asking if we can have permission to proceed with flattening and removing the BMX track and sign.

Commissioner Mitchell moved to approve the recommendation from the Recreation Advisory Board to remove the BMX sign and track. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. **Discussion/Action: Review, Approve, and/or Allocate Funds for the Sierra County 4-H/Extension Lodger's Tax Application:**

City Manager Swingle reviewed the Sierra County 4-H/Extension Lodgers Tax application provided in the packet. The requested amount to purchase portable panels/pens and a large tent for the Southern Regional Livestock School in June of 2023 was recommended by the Lodgers Tax Advisory Board. This is a great way of helping the kids with monies that you have available to you at this time. The more we can do to support the kids and keep them involved in activities like this, the better it is for the community.

Mayor Forrister: I'd like to add that these type of events also puts heads in beds.

Applicant, Sara Marta: The biggest challenge with the event the past couple of years is having the facilities and room enough to host the event. We've had to turn participant away because of that, and with that challenge, Las Cruces has proposed to host this

event instead of us. I would like to keep the event here in Sierra County because the total number participating the entire 4 days this year was probably over 700 people. That is a lot of people in our County. This would be one way to help keep the event here if we are able to have more pens, and an additional tent to set up an arena etc.

Mayor Pro-Tem Hechler: Who will retain ownership of these items once they are purchased, and will they be available for other events.

City Manager Swingle: They would be owned by the City, but my recommendation would be to transfer the equipment to the County, because they work with them almost on a daily basis.

Applicant, Sara Marta: We borrowed some panels this past year from Socorro County because Socorro, Hidalgo, and Sierra County are kind of the head of this event. The panels in Socorro weren't necessarily perfect for what we needed them for, but we used them anyways. They are on a big fancy trailer that you hang the panels on so if we can potentially do something similar as to when the panels are not in use, they are hanging on a trailer and they are stored very nicely so if they are needed for a different event, we could hook up the trailer and haul them to where they are needed.

Commissioner Mitchell moved to approve the contract and allocate Funds to Sierra County 4-H/Extension in the amount of $18,000. $15,000 for panels and $3,000 for the tent. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. **Discussion/Action: Approval of the 2023 City Holiday Schedule Memo:**

City Manager Swingle: We typically get the annual holiday schedule out around this time to get it approved and distributed to the employees. There are a few that are less than this year because of how the holidays fell on some weekends.

Commissioner Fahl moved to approve the 2023 City Holiday Schedule Memo. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. **EXECUTIVE SESSION:**
   1. **Threatened & Pending Litigation (Alfadiva Peru) pursuant to 10-15-1(H.7):**

Mayor Pro-Tem Hechler made a motion to go into executive session at 12:00 p.m. to discuss Threatened & Pending Litigation (Alfadiva Peru) pursuant to 10-15-1(H.7). Commissioner Fahl seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Forrister reconvened the meeting in open session at 12:04 p.m.

Mayor Pro-Tem Hechler certified that only matters pertaining to Threatened & Pending Litigation (Alfadiva Peru) pursuant to 10-15-1(H.7) was discussed in Executive Session.

No action was taken.

J. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 12:05 p.m.

Passed and **Approved** this **16th** day of **November, 2022**.

_____
Amanda Forrister, Mayor

ATTEST:

_____
Angela A. Torres, CMC, City Clerk

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: F.3

SUBJECT: Acknowledge Regular Library Advisory Board Minutes, October 31, 2022.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 10, 2022
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 11-16-2022

Minutes of the Library Advisory Board Meeting, Monday, October 31, 2022

The meeting was called to order at 5:35 p.m. by Vice-Chairman Michael Bankson. A quorum being present, it was decided that the meeting should proceed.

Present were: Vice-Chairman Michael Bankson, Board Members Terie Hafner and Brendan Tolley, and Library Director Pat O'Hanlon. Board Chair Angie Torres had called in, and is excused. The agenda for the meeting was approved; motion to approve was made by Brendan Tolley, and seconded by Terie Hafner. The minutes of the July 25, 2022 regular meeting were approved as read, motion to approve made by Brendan Tolley, and seconded by Mike Bankson. The affirmative votes on both motions were unanimous.

COMMENTS FROM THE PUBLIC:

- None

REPORTS:

- Board members: None
- Friends of the Library: No report.
- Library Foundation: The current value as shown on the September 30, 2022 statement is $21,335.27.
- Director's report:

1. Water damage at the Lee Belle Johnson building is making it necessary to move the Downtown Branch Library. A preliminary survey done by the Corps of Engineers has resulted in their recommendation for the evacuation of the entire building. The groundwater that has seeped under and into the building has caused some of the floors to become uneven, baseboards to separate from walls, and some of the walls to shift. The full extent of the damage is not yet known, and a full evaluation will have to be done. At this time the City has tentative plans to move the Library Branch into the Nadyne Gardner Building on Sunset Street. The City is still looking at spaces for the Visitors Center and for the Geronimo Trails offices. We do not, as yet, have a timeline for the move.

OLD/UNFINISHED BUSINESS:

We have an application for an Advisory Board three-year term renewal for Teresa "Terie" Hafner.

NEW BUSINESS:

1. We are looking for ideas for a memorial for our (recently deceased) board member, Bonnye Warwick. The board has a few possibilities to consider, including joining in with other organizations she served with, including the American Legion Auxiliary, and the Geronimo Trails Museum. Suggestions will be welcome.
2. Donna from Edward Jones is collecting information needed to get new signature cards for our Library Foundation account.

There being no further business to come before the Board, the motion to adjourn was made by Terie Hafner and seconded by Brendan Tolley. The motion was approved unanimously, and the meeting was adjourned at 5:49 p.m. The Board's next regular meeting is scheduled for Monday, January 30, 2023.

Respectfully submitted,

Angela D. Torres, Chairman
Pat O'Hanlon, Library Director

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: F.4

SUBJECT: October 2022 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: October 31, 2022
SUBMITTED BY: Ruby Otero, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for October 2022

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): **Yes**

All Funds Summary is a total of $ 1,090,948.56

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

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Ruby Otero, Account Payable

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. N/A Ordinance No. N/A
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 11-16-2022

Truth or Consequences

Expense Approval Report

By Fund

Payable Dates 10/1/2022 - 10/31/2022

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
CITY UTILITIES	10/03/22	10/07/2022	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	7,672.94
MIKE TORRES DBA CD TECHNO...	1002	10/07/2022	IT SERVICES AUGUST 1,2022 TO ..	101-1018-48598	903.14
JAIME F. RUBIN, LLC	10322	10/07/2022	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	4,664.62
THE CLUB OF SIERRA COUNTY	10422	10/07/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	1,250.00
MANANA	109.22	10/07/2022	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
INTERNAL SERVICE FUND	141193	10/07/2022	MAINTENANCE & SERVICE FOR ...	101-1008-47420	159.04
INTERNAL SERVICE FUND	141193	10/07/2022	MAINTENANCE & SERVICE FOR ...	101-1009-47420	76.72
SILVERSKY, INC.	465376-SI	10/07/2022	EMAIL SERVICE OPEN PO FY22/...	101-1018-43815	221.55
TRANS UNION RISK & ALTERNAT..	485949-202209-1	10/07/2022	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	110.00
LIFE LINE SCREENING OF AMERI...	568008	10/07/2022	SECURITY DEPOSIT FRO 10/1/22..	101-1099-34348	250.00
ARENAS VALLEY ANIMAL CLINIC...	70739/70865	10/07/2022	VET SERVICES	101-1006-48598	508.27
ARENAS VALLEY ANIMAL CLINIC...	70873/71025	10/07/2022	VET SERVICES	101-1006-48598	451.74
ARENAS VALLEY ANIMAL CLINIC...	71111/71329	10/07/2022	VET SERVICES	101-1006-48598	1,221.97
ARENAS VALLEY ANIMAL CLINIC...	71440/71522	10/07/2022	VET SERVICES	101-1006-48598	598.23
BRADY INDUSTRIES, LLC	7517802	10/07/2022	FUEL CHARGE	101-1014-44607	8.00
BRADY INDUSTRIES, LLC	7517802	10/07/2022	LARGE BLACK TRASH LINERS/ C...	101-1014-44607	451.10
BRADY INDUSTRIES, LLC	7517802	10/07/2022	AUTO DEORDORANT BRADY M...	101-1014-44607	125.95
BRADY INDUSTRIES, LLC	7517802	10/07/2022	CENTER PULL PAPER TOWELS/ ...	101-1014-44607	603.00
QUEST DIAGNOSTICS, INC.	9200627622	10/07/2022	SCREENING & MRO FEE FY22-23..	101-1004-48599	224.20
ESRI INC.	94326943	10/07/2022	SALES TAX	101-1010-43770	460.62
ESRI INC.	94326943	10/07/2022	STANDARD TERM LICENSE	101-1010-43770	5,500.00
VERIZON WIRELESS	9916696105	10/07/2022	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	241.57
VERIZON WIRELESS	9916696105	10/07/2022	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	123.39
LASTING PAWS PET MEMORIAL ...	LC10391-I-0031	10/07/2022	ANIMAL CREMATIONS	101-1006-48598	1,138.12
WEX BANK	.10012022	10/14/2022	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	4,607.49
PUBLIC SAFETY PSYCHOLOGICAL..	075-029	10/14/2022	PSYCH EVAL	101-1007-48598	373.84
WEX BANK	09302022	10/14/2022	WEX BANK FUEL CARD OPEN PO..	101-1014-43316	625.98
TDS	10012022	10/14/2022	INTERNET SERVICE/PD OPEN PO..	101-1007-43775	149.00
WEX BANK	10012022	10/14/2022	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	1,160.60
COMPANION ANIMAL ACTION ...	101122	10/14/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	250.00
SIERRA JOINT OFFICE ON AGING	101322	10/14/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	8,750.00
DOMESTIC ABUSE INTERVENTI...	10722	10/14/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	500.00
SEAN BARNES	110660	10/14/2022	ACTURAL MEAL REIMBURSEME...	101-1009-42720	43.70
COPPLER LAW FIRM, P.C.	11636/11647/11638	10/14/2022	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	379.09
BEATRICE SANDERS	122827	10/14/2022	PER DIEM TRAVEL 80%- SANTA ...	101-1002-42720	663.68
FOXWORTH-GALBRAITH	1353886	10/14/2022	CTG EPOXY GARAGE GRAY	101-1012-43403	763.86
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	149.45
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	223.91
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	254.86
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	120.67
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	841.32
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	113.11
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	119.54
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	96.74
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	258.98

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	120.69
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	207.67
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	188.75
SUN VALLEY, INC.	165598	10/14/2022	MS291 W/ 20" BAR	101-1009-44613	499.99
SUN VALLEY, INC.	165598	10/14/2022	DISCOUNT	101-1009-44613	-25.00
SUN VALLEY, INC.	165777/165798/165793/16583...	10/14/2022	OPEN PO FOR FIELD SUPPLIES	101-1009-44607	587.98
SUN VALLEY, INC.	165805/165787/165604	10/14/2022	OPEN PURCHASE ORDER FOR FI...	101-1014-44607	99.11
ALARM CONTROL TECHNOLOGI...	26717/26718	10/14/2022	FIRE ALARM MONITORING OPE...	101-1014-47410	53.88
OFFICE DEPOT	27001905001/270019964001	10/14/2022	PUSH PINS TWO 2 COUNT	101-1007-47420	3.40
OFFICE DEPOT	27001905001/270019964001	10/14/2022	SCOTCH TAPE 24 ROLLS	101-1007-47420	39.26
OFFICE DEPOT	27001905001/270019964001	10/14/2022	KLEENEX BOX OF 6 COUNT	101-1007-47420	11.75
OFFICE DEPOT	27001905001/270019964001	10/14/2022	CD/DVD SLEEVE 100 COUNT PA...	101-1007-47420	19.75
OFFICE DEPOT	27001905001/270019964001	10/14/2022	PARCHMENT PAPER	101-1007-47420	27.27
OFFICE DEPOT	27001905001/270019964001	10/14/2022	CARD STOCK	101-1007-47420	9.86
OFFICE DEPOT	27001905001/270019964001	10/14/2022	FILE FOLDERS 10 PACK	101-1007-47420	203.10
OFFICE DEPOT	27001905001/270019964001	10/14/2022	PRINTER PAPER 4 COUNT	101-1007-47420	269.40
OFFICE DEPOT	27001905001/270019964001	10/14/2022	PHONE MESSAGES 2 COUNT	101-1007-47420	44.78
OFFICE DEPOT	27001905001/270019964001	10/14/2022	CLASSIFICATION FOLDER	101-1007-47420	83.98
OFFICE DEPOT	27001905001/270019964001	10/14/2022	DVD 100 COUNT PACK OF 5	101-1007-47420	116.70
OFFICE DEPOT	27001905001/270019964001	10/14/2022	CD 100 COUNT PACK OF 5	101-1007-47420	99.85
QUILL CORPORATION	27220696	10/14/2022	BUSINESS CARDS FOR AMANDA...	101-1000-44606	17.99
QUILL CORPORATION	27220696	10/14/2022	HANDLING FEES	101-1000-44606	5.99
SIERRA AUTO/CARQUEST	304715	10/14/2022	OIL FILTER LD	101-1007-47420	5.26
SIERRA AUTO/CARQUEST	304715	10/14/2022	AIR FILTER	101-1007-47420	15.22
SIERRA AUTO/CARQUEST	304908	10/14/2022	ROCKER ON OFF GLOW	101-1008-47420	13.56
SIERRA AUTO/CARQUEST	304971	10/14/2022	AIR FILTER	101-1007-47420	9.75
LAS CRUCES PHYSICIAN SERVIC...	4217K1928	10/14/2022	BLOOD CHEMISTRY	101-1007-48598	12.00
LAS CRUCES PHYSICIAN SERVIC...	4217K1928	10/14/2022	COMPLETE URINALYSIS	101-1007-48598	12.00
LAS CRUCES PHYSICIAN SERVIC...	4217K1928	10/14/2022	AUDIOGRAM	101-1007-48598	25.00
LAS CRUCES PHYSICIAN SERVIC...	4217K1928	10/14/2022	RPR-SEROLOGY	101-1007-48598	30.00
LAS CRUCES PHYSICIAN SERVIC...	4217K1928	10/14/2022	BAT	101-1007-48598	30.00
LAS CRUCES PHYSICIAN SERVIC...	4217K1928	10/14/2022	EKG	101-1007-48598	30.00
LAS CRUCES PHYSICIAN SERVIC...	4217K1928	10/14/2022	DRUG SCREEN-10 PANEL	101-1007-48598	32.00
LAS CRUCES PHYSICIAN SERVIC...	4217K1928	10/14/2022	PHYSICAL EXAMINATION	101-1007-48598	160.73
LAS CRUCES PHYSICIAN SERVIC...	4217K1928	10/14/2022	ANABOLIC STEROID	101-1007-48598	175.00
LAS CRUCES PHYSICIAN SERVIC...	4217K1928	10/14/2022	TB	101-1007-48598	12.00
LAS CRUCES PHYSICIAN SERVIC...	4217K1928	10/14/2022	CBC	101-1007-48598	12.00
THALES DIS USA,INC.	460468	10/14/2022	FINGERPINT BACKGROUND	101-1007-48598	8.30
SIERRA VISTA HOSPITAL / SIERR...	50167C15467	10/14/2022	COLLECTION FEE FY 22-23 OPEN..	101-1004-48599	125.00
INSTA-COPY IMAGING	573076	10/14/2022	CUT	101-1007-44607	21.43
INSTA-COPY IMAGING	573076	10/14/2022	FULL COLOR DOOR HANGERS 3...	101-1007-44607	135.00
DESERT GRAPHICS INC.	6516	10/14/2022	PARK CLOSED SIGNS	101-1009-44613	550.00
OJ HECHLER	747121	10/14/2022	ACTUAL MEAL REIMBURSEMEN...	101-1013-42720	108.35
STAPLES CONTRACT & COMME...	8067832383	10/14/2022	PAPERTOWELS	101-1004-44606	15.75
STAPLES CONTRACT & COMME...	8067832383	10/14/2022	POP-UP STICKY NOTES (STAPLES)	101-1004-44606	3.83
STAPLES CONTRACT & COMME...	8067832383	10/14/2022	PENTEL RSVP BALL POINT PENS ...	101-1004-44606	2.89
STAPLES CONTRACT & COMME...	8067832383	10/14/2022	APPROVED STAMP	101-1004-44606	5.15
STAPLES CONTRACT & COMME...	8067832383	10/14/2022	POST-IT POP UPS 18	101-1004-44606	19.50
STAPLES CONTRACT & COMME...	8067832383	10/14/2022	LARGE BINDER CLIPS	101-1004-44606	5.70
STAPLES CONTRACT & COMME...	8067832383	10/14/2022	2000 PLUS PRINTER LINE DATER,..	101-1004-44606	29.74
STAPLES CONTRACT & COMME...	8067832383	10/14/2022	WIRELESS KEY PAD	101-1004-44606	22.49
TALON SEPTIC & POTTY SERVICE	I43	10/14/2022	RENTAL OF PORTABLE TOILETS ...	101-1009-43465	1,000.00
BEATRICE SANDERS	0122827	10/20/2022	20% TRAVEL- PER DIEM	101-1002-42720	165.92
CITY UTILITIES	10/18/22	10/20/2022	CITY UTILITIES CYCLE A&B/OPEN..	101-1018-43780	3,593.59
ARMIJO'S CASA BONITA	44848	10/20/2022	NEW DOOR & JAM AT GOLF CO...	101-1014-43403	1,029.22
ALBUQUERQUE PUBLISHING CO	i0001555229-0923	10/20/2022	LEGAL AD FOR RFP 22-23-02 SI...	101-1004-43740	136.20
TEXAS- NEW MEXICO NEWSPAP...	0004988963	10/21/2022	ADVERTISEMENT FOR POLICE C...	101-1004-43740	450.73
XEROX CORP.	017264917/017264919	10/21/2022	BASE CHARGE/METER USAGE - ...	101-1004-43465	619.74
XEROX CORP.	017264918	10/21/2022	XEROX BASE CHARGE/METER U...	101-1001-43465	332.06

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XEROX CORP.	017264921	10/21/2022	BASE CHARGE - METER USAGE ...	101-1007-43465	302.47
XEROX CORP.	017264929	10/21/2022	XEROX METER READS OPEN PO ...	101-1014-43465	29.13
XEROX CORP.	017264938	10/21/2022	METER USAGE OPEN PO 22/23	101-1003-43465	320.39
XEROX CORP.	017264940	10/21/2022	BASE CHARGE/METER USAGE FY..	101-1009-43465	224.43
XEROX CORP.	017367045/017367047/01762...	10/21/2022	XEROX CHARGE/METER USAGE	101-1040-43465	289.04
SCRDA	10009022	10/21/2022	DISPATCH SERVICES FOR THE CI...	101-1007-48599	48,875.25
NM SELF INSURERS FUND	10122022	10/21/2022	ANNUAL EMPLOYEE DISHONES...	101-1018-46732	1,961.00
CITY UTILITIES	10-18-22	10/21/2022	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	3.50
SIERRA COUNTY SENTINEL	109734	10/21/2022	HELP WANTED ADS FY22-23- O...	101-1004-43740	405.38
SIERRA COUNTY SENTINEL	109884	10/21/2022	OPEN PO FOR FY 22/23 PUBLIC...	101-1001-43740	362.41
WILSON & COMPANY, INC. ENG...	110383	10/21/2022	ON CALL GRANT MANAGEMENT..	101-1010-48598	3,029.25
IWORQ SYSTEMS	198903	10/21/2022	P&Z PERMIT AND CODE COMPL...	101-1010-43770	3,229.17
SIERRA COUNTY SENTINEL	19970	10/21/2022	LEGAL AD	101-1004-43740	108.05
SIERRA COUNTY TREASURER	22-004	10/21/2022	ANNUAL FLOODPLAIN MANAG...	101-1010-48598	5,000.00
NU-WAY LAUNDRY & CLEANERS	37736	10/21/2022	NU-WAY CARPET SERVICES 22-...	101-1014-44607	137.99
TESTON'S FREEWAY CHEVRON	4495	10/21/2022	TESTOS FUEL/OIL OPEN P.O FY ...	101-1009-43316	1,026.44
TESTON'S FREEWAY CHEVRON	4500	10/21/2022	OPEN PO FY22/23 FUEL PURCH...	101-1013-43316	169.12
SIERRA COUNTY ARTS COUNCIL	731552	10/21/2022	SECURITY DEPOSIT FOR 6/30/22..	101-1099-34348	250.00
NM SELF INSURERS FUND	9/30/22 QUARTER DEDUCTIBLE	10/21/2022	QUARTERLY LIABILITY PLAN DE...	101-1018-46732	3,028.81
JUSTICE SYSTEMS, INC	INV153199	10/21/2022	LICENSE FOR UPDATE OF SOFT...	101-1040-43815	331.12
LIGHTNING MECHANICAL, LLC	003802	10/27/2022	LABOR/LABOR TAX TO CLEAN ...	101-1012-43403	814.60
LIGHTNING MECHANICAL, LLC	003802	10/27/2022	TRUCK CHARGE	101-1012-43403	10.00
SIERRA VISTA HOSPITAL / SIERR...	09302022	10/27/2022	GRT DISTRIBUTION FY 22/23 OP...	101-1017-48599	30,339.76
WINDSTREAM CORPORATION	101922	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	89.03
TURTLEBACK PEST CONTROL, I...	102120022	10/27/2022	TURTLEBACK PEST CONTROL SE...	101-1014-43403	728.04
TDS	102722	10/27/2022	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,788.06
SEAN BARNES	10722	10/27/2022	REIMBURSEMENT OF HOTEL EX...	101-1009-42720	247.84
MELANIE TESKE	228029	10/27/2022	SECURITY DEPOSIT FOR 10/22/...	101-1099-34348	25.00
QUILL CORPORATION	28379608	10/27/2022	3 RING BINDER WITH D RINGS	101-1002-44606	10.34
QUILL CORPORATION	28379608	10/27/2022	HEAVY DUTY FOLDER 10 ORGAN..	101-1002-44606	10.79
QUILL CORPORATION	28379608	10/27/2022	DESKTOP STAPLER	101-1002-44606	12.23
QUILL CORPORATION	28379608	10/27/2022	CLOROX DISFINFECTING WIPES	101-1002-44606	93.98
QUILL CORPORATION	28379608	10/27/2022	TOUCH FREE DISPENSER	101-1002-44606	38.99
QUILL CORPORATION	28379608	10/27/2022	HP 902XL	101-1002-44606	82.60
QUILL CORPORATION	28379608	10/27/2022	MASKS 3-PLY	101-1002-44606	19.99
QUILL CORPORATION	28379608	10/27/2022	CLOROX REFILL	101-1002-44606	64.99
QUILL CORPORATION	28379608	10/27/2022	HP 902 XL 4/PACK COLOR	101-1002-44606	78.20
BANK OF AMERICA	30939	10/27/2022	POLICE ONLY PARKING SIGN 3 ...	101-1007-43403	73.86
BANK OF AMERICA	3288228614	10/27/2022	HOTEL EXPENSE OUTDOOR EC...	101-1013-42720	247.84
BANK OF AMERICA	355785	10/27/2022	MOWING BLADES FOR CUB CA...	101-1009-47420	59.99
BANK OF AMERICA	356739	10/27/2022	RGC MN CANVAS PANT TAN 32...	101-1009-42620	149.95
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	149.45
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	223.91
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	254.86
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	120.67
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	760.63
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	113.11
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	118.76
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	96.74
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	258.98
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	87.26
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	207.67
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	195.11
BANK OF AMERICA	54962526971454737-10777019	10/27/2022	HIRING AD	101-1007-43740	67.80
BANK OF AMERICA	8132266/12468650	10/27/2022	ON LINE TRAINING FOR AP FOR...	101-1004-42720	270.16
BANK OF AMERICA	8132266/12468650	10/27/2022	NEW PASS STAR 12 DIGITAL	101-1004-42720	215.92
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	101-1001-43775	276.51
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	101-1002-43775	194.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	232.00
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	101-1004-43775	248.33
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	101-1006-43775	110.06
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	1,014.24
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	139.47
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	101-1009-43775	144.90
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	101-1010-43775	93.10
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	101-1011-43775	69.54
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	101-1012-43775	85.35
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	101-1014-43775	125.11
BAKER UTILITY SUPPLY CORP.	INV30750/INV302751	10/27/2022	BRASS STRAIGHT CPLG 1" ULTR...	101-1009-44607	131.80
KING'S LOCKSMITH	TORC004	10/27/2022	SERVICE CALL RE-KEY AT GARD...	101-1014-43403	84.21
				Fund 101 - General Total:	**173,352.47**
Fund: 201 - Corrections					
NM JUDICIAL EDUCATION CENT...	09302022	10/07/2022	PAY JUDICIAL FEES FY 22/23 OP...	201-1903-44805	18.00
ADMINISTRATIVE OFFICE OF	09302022	10/07/2022	PAY DWI & COURT AUTO FEES ...	201-1903-44805	36.00
SIERRA COUNTY TREASURER	10012022	10/14/2022	PRISONER CARE OPEN PO FY JU...	201-1903-48710	2,310.00
				Fund 201 - Corrections Total:	**2,364.00**
Fund: 209 - Fire					
CITY UTILITIES	10/03/22	10/07/2022	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	337.47
MEGAHERTZ COMPUTER CONS...	62001	10/07/2022	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.19
LYNN'S LANDSCAPE	9889/10039/10110	10/14/2022	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	1,414.84
CITY UTILITIES	10/18/22	10/20/2022	CITY UTILITIES CYCLE A&B/OPEN..	209-1603-43780	337.67
XEROX CORP.	017264942	10/21/2022	BASE CHARGE/METER USAGE O...	209-1603-43465	253.75
WINDSTREAM CORPORATION	101922	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	123.57
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	188.49
				Fund 209 - Fire Total:	**2,709.98**
Fund: 211 - Law Enforce Prot					
INTERNAL SERVICE FUND	141193	10/07/2022	MAINTENANCE & SERVICE FOR ...	211-2003-47420	229.62
THE LINE, LLC	1677	10/07/2022	POLICE UNIFORM AND EQUIPM...	211-2003-44573	1,115.63
THE LINE, LLC	1682	10/07/2022	ZAK TOOL ALUMINUM SWIVEL ...	211-2003-44573	7.50
THE LINE, LLC	1682	10/07/2022	CUFF POUCH	211-2003-44573	7.00
THE LINE, LLC	1682	10/07/2022	VTAC RADIO POUCH	211-2003-44573	19.00
TECHNICON TRAINING	22-IT02982	10/14/2022	TRAINING REGISTRATION	211-2003-42535	435.00
				Fund 211 - Law Enforce Prot Total:	**1,813.75**
Fund: 214 - Lodgers Tax					
RUANNA WALDRUM	1213	10/07/2022	SIERRA COUNTY FILM WEBSITE ...	214-2540-48598	253.02
SUNNY 505	0140	10/14/2022	ACCOUNT MANAGEMENT	214-2540-48598	568.97
SUNNY 505	0140	10/14/2022	GRANT MANAGEMENT (NM TO...	214-2540-48598	2,700.37
RUANNA WALDRUM	10522	10/14/2022	WEBSITE AND MULTI-MEDIA U...	214-2540-60725	807.71
MAINSTREET T OR C	10522	10/14/2022	OPEN PO FOR LODGERS TAX SE...	214-2540-60725	11,250.00
GERONIMO TRAIL SCENIC BYW...	101322	10/21/2022	OPEN PO FOR LODGERS TAX SE...	214-2540-60725	416.66
SIERRA COUNTY ARTS COUNCIL	1202	10/27/2022	OPEN PO FOR LODGERS TAX AD...	214-2560-60725	156.24
EXHIB-IT! TRADESHOW MARKET..	18336	10/27/2022	8FT. V-THROW TABLE THROW	214-2503-80845	1,000.00
EXHIB-IT! TRADESHOW MARKET..	18336	10/27/2022	CONVERT A THROW SEWN-IN V...	214-2503-80845	58.00
EXHIB-IT! TRADESHOW MARKET..	18336	10/27/2022	HARD TRAVEL CASE W/ WHEELS	214-2503-80845	456.00
EXHIB-IT! TRADESHOW MARKET..	18336	10/27/2022	6FT. CURVED TABLE TOP DISPL...	214-2503-80845	674.00
EXHIB-IT! TRADESHOW MARKET..	18336	10/27/2022	SHIPPING	214-2503-80845	229.00
EXHIB-IT! TRADESHOW MARKET..	18336	10/27/2022	DESIGN TIME	214-2503-80845	1,070.00
EXHIB-IT! TRADESHOW MARKET..	18336	10/27/2022	TAX	214-2503-80845	100.67
EXHIB-IT! TRADESHOW MARKET..	18336	10/27/2022	GR-EXH-NDCLASSIC-SIRIUSFULL...	214-2503-80845	1,552.11
EXHIB-IT! TRADESHOW MARKET..	18336	10/27/2022	XPU-TVI-X1X-3X3 KIT P (CUSTO...	214-2503-80845	3,466.00
EXHIB-IT! TRADESHOW MARKET..	18336	10/27/2022	1X1 FLAT FRONT SKIN W/ FULL ...	214-2503-80845	1,275.00
LINDMARK OUTDOOR MEDIA	INV47557/INV47544	10/27/2022	CTY AD OPEN PO 22/23 USE ON...	214-2540-48599	824.92
BARTOO SAND & GRAVEL, INC.	M40427	10/27/2022	HOTMIX - 2" FOR VETERAN ME...	214-2503-43550	11,514.84
				Fund 214 - Lodgers Tax Total:	**38,373.51**
Fund: 216 - Muni Street					
INTERNAL SERVICE FUND	141193	10/07/2022	MAINTENANCE & SERVICE FOR ...	216-4503-47420	101.75
AUTOZONE STORES, LLC	2529063912	10/14/2022	DEF	216-4503-47420	335.76

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	304268	10/14/2022	CHAIN 50 10 FT	216-4503-47420	32.99
SIERRA AUTO/CARQUEST	304273	10/14/2022	XBO FRIEGHT	216-4503-47420	7.99
SIERRA AUTO/CARQUEST	304273	10/14/2022	CAB AIR ELEMENT	216-4503-47420	19.21
SIERRA AUTO/CARQUEST	304353	10/14/2022	2-CYCLE 50:1 OIL	216-4503-44607	45.36
SIERRA AUTO/CARQUEST	304458	10/14/2022	AIR	216-4503-47420	14.65
B & H OIL CO.	54808/54812/54823/54826/54...	10/14/2022	RED DIESEL- OPEN PO FY 22/23	216-4503-43316	3,153.70
BARTOO SAND & GRAVEL, INC.	M40324	10/14/2022	HOTMIX DELIVERED & PLACED	216-4503-43550	123,418.75
TESTON'S FREEWAY CHEVRON	4524	10/21/2022	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	1,890.11
				Fund 216 - Muni Street Total:	**129,020.27**
Fund: 294 - State Library					
OCLC, INC.	1000252282	10/07/2022	INTERLIBRARY LOAN SERVICE FY..	294-5003-60834	210.24
TDS	.10012022	10/14/2022	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
XEROX CORP.	017264935/017367048	10/21/2022	METER USAGE - OPEN PO FY 20...	294-5003-43465	20.28
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	294-5003-43775	166.38
				Fund 294 - State Library Total:	**496.85**
Fund: 295 - Muni Pool					
CITY UTILITIES	10/03/22	10/07/2022	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	941.63
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	73.18
XEROX CORP.	017264928	10/21/2022	BASE CHARGE/METER USAGE 2...	295-4803-43465	30.85
TDS	102722	10/27/2022	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	73.18
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	295-4803-43775	28.45
				Fund 295 - Muni Pool Total:	**1,747.29**
Fund: 296 - PD GRT					
WAC UPFITTERS	1378	10/21/2022	BOLTS, SCREWS, NUTS, BRACKE...	296-2403-44615	82.00
WAC UPFITTERS	1378	10/21/2022	LABOR	296-2403-44615	732.70
WAC UPFITTERS	1378	10/21/2022	WATCHGUARD VISTA/4RE BUN...	296-2403-44615	6,369.00
				Fund 296 - PD GRT Total:	**7,183.70**
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	101922	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	303-4703-43775	148.62
				Fund 303 - Vet Wall Total:	**148.62**
Fund: 360 - NMFA PROJECTS					
WILSON & COMPANY, INC. ENG...	110251	10/14/2022	ENG SERVICES ROADWAY IMPR...	360-7009-80847	3,533.72
				Fund 360 - NMFA PROJECTS Total:	**3,533.72**
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY, INC. ENG...	109932	10/14/2022	ENGINEERING SERVICES CANTR...	370-7019-80847	13,279.81
WILSON & COMPANY, INC. ENG...	110086	10/14/2022	PROFESSIONAL SERVICES BOOS...	370-7008-48598	37,062.20
				Fund 370 - WATER TRUST BOARD PROJECTS Total:	**50,342.01**
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTHOR..	093022	10/07/2022	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR..	093022	10/07/2022	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR..	093022	10/07/2022	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.63
NEW MEXICO FINANCE AUTHOR..	093022	10/07/2022	NMFA LOAN PYMT PPRF-5652 ...	403-1203-90905	8,336.00
NEW MEXICO FINANCE AUTHOR..	093022	10/07/2022	NMFA LOAN PYMT PPRF-5652 I...	403-1203-90910	2,368.12
BANK OF THE SOUTHWEST	09302022	10/14/2022	INTEREST PAYMENTS MSD WAT...	403-1203-90910	4,612.96
				Fund 403 - Pledge State Total:	**30,757.05**
Fund: 501 - Cemetary					
CITY UTILITIES	10/18/22	10/20/2022	CITY UTILITIES CYCLE A&B/OPEN..	501-1803-43780	521.11
HOT SPRINGS CEMETERY ASSOC...	101722	10/21/2022	HOT SPRINGS CEMETERY CONT...	501-1803-47415	1,000.00
				Fund 501 - Cemetary Total:	**1,521.11**
Fund: 502 - Util Office - Pool					
CITY UTILITIES	10/03/22	10/07/2022	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	392.33
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	262.75
XEROX CORP.	017264941/017264924/01726...	10/21/2022	XEROX CORP. UTILITY OFFICE FY...	502-3601-43465	585.41
TESTON'S FREEWAY CHEVRON	4493	10/21/2022	UTILITY OFFICE FUEL TESTONS ...	502-3601-43316	329.55
TYLER TECHNOLOGIES, INC.	025-399047	10/27/2022	ONLINE BILLING COMPONENT ...	502-3601-43815	606.90
NEW MEXICO ONE CALL, INC.	153010422	10/27/2022	NM ONE CALL LINE LOCATES W...	502-3601-43770	544.00

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NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	262.75
STAPLES CONTRACT & COMME...	8067973927/3520832141	10/27/2022	COPY PAPER	502-3601-44606	536.56
STAPLES CONTRACT & COMME...	8067973927/3520832141	10/27/2022	COMMERCIAL SHREDDER	502-3601-44606	237.45
STAPLES CONTRACT & COMME...	8067973927/3520832141	10/27/2022	CALCULATOR RIBBON BLACK/R...	502-3601-44606	9.30
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	502-3601-43775	272.08
MRSP, LLC	SPMR3541	10/27/2022	ANNUAL BILLING PER CONTRAC...	502-3601-43770	7,838.00
				Fund 502 - Util Office - Pool Total:	**11,877.08**
Fund: 503 - Electric					
CITY UTILITIES	10/03/22	10/07/2022	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,938.83
MIKE TORRES DBA CD TECHNO...	1002	10/07/2022	IT SERVICES AUGUST 1,2022 TO ..	503-3702-48598	903.12
SIERRA COLLISION & TOWING	1017	10/07/2022	REPAIR LEFT UTILITY BOX	503-3702-47420	773.06
INTERNAL SERVICE FUND	141193	10/07/2022	MAINTENANCE & SERVICE FOR ...	503-3702-47420	278.58
SILVERSKY, INC.	465376-SI	10/07/2022	EMAIL SERVICE OPEN PO FY22/...	503-3702-43815	221.56
GRAINGER, INC.	9447013930	10/07/2022	HANDHELD BLOWER	503-3702-44613	131.00
IRBY SUPPLY CO.	S013127986.001/S013127986....	10/07/2022	FIRE RESISTANT SHIRTS- CRISPIN..	503-3702-42620	413.70
IRBY SUPPLY CO.	S013127986.001/S013127986....	10/07/2022	FIRE RESISTANT SHIRTS- CADE ...	503-3702-42620	413.70
TRIPLE H SOLAR, LLC	0313	10/14/2022	ENGINEERING SERVICES- OPEN ...	503-3702-48598	1,120.00
SIERRA ELECTRIC CO-OP, INC.	10042022/10062022	10/14/2022	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	574.31
SIERRA ELECTRIC CO-OP, INC.	10042022/10062022	10/14/2022	POWER SERVICES- OPEN PO FY-...	503-3702-50795	233,237.30
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	413.28
SUN VALLEY, INC.	165802	10/14/2022	RED MARKING PAINT	503-3702-44607	58.95
SUN VALLEY, INC.	165802	10/14/2022	1"X200' FLAGGING TAPE	503-3702-44607	3.29
SUN VALLEY, INC.	165802	10/14/2022	BATTERIES	503-3702-44607	8.49
SUN VALLEY, INC.	165802	10/14/2022	WHITE PRIMER	503-3702-44607	11.98
SUN VALLEY, INC.	165802	10/14/2022	12" 14/18 REC BLADE	503-3702-44607	23.99
SUN VALLEY, INC.	165802	10/14/2022	DISCOUNT	503-3702-44607	-19.55
SUN VALLEY, INC.	165802	10/14/2022	12" RECIP. BLADE	503-3702-44607	25.49
SUN VALLEY, INC.	165802	10/14/2022	AIR FILTER	503-3702-44607	27.12
SUN VALLEY, INC.	165802	10/14/2022	SHOVEL CUSH GRIP	503-3702-44607	36.99
SUN VALLEY, INC.	165802	10/14/2022	LONG HANDLE DIGGING SHOVEL	503-3702-44607	36.99
SUN VALLEY, INC.	165802	10/14/2022	WHITE MARKING PAINT	503-3702-44607	70.74
SUN VALLEY, INC.	165802	10/14/2022	LHRP DIGGING SHOVEL	503-3702-44607	86.97
COOPERATIVE EDUCATIONAL S...	24-131238	10/14/2022	AERIAL MED-VOLTAGE DISTRIB...	503-3702-48598	4,523.32
TRI-STATE GENERATION & TRA...	303767	10/14/2022	POWER SERVICES- OPEN PO FY-...	503-3702-50795	35,469.43
H & H UNDERGROUND, LLC	585	10/14/2022	UNDERGROUND BORING- DOLL...	503-3702-44607	6,727.00
LANDIS+GYR TECHNOLOGY, INC	90364086	10/14/2022	SaaS MONTHLY FLAT FEE- OPEN...	503-3702-43770	950.00
SSA SOLAR OF NM 4, LLC	NM-14-015A-10032022	10/14/2022	POWER SERVICES- OPEN PO FY ...	503-3702-50795	27,173.14
THOMAS GAY	424664	10/18/2022	INCORRECT PYMT RECV'D FOR ...	503-3702-34522	100.00
CITY UTILITIES	10/18/22	10/20/2022	CITY UTILITIES CYCLE A&B/OPEN..	503-3702-43780	155.28
XEROX CORP.	017264939/017367049	10/21/2022	BASE CHARGE & METER USAGE-..	503-3702-43465	150.84
CITY UTILITIES	10-18-22	10/21/2022	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	36.54
TESTON'S FREEWAY CHEVRON	4496	10/21/2022	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	1,878.31
WESTERN UNITED ELECTRIC	6066908,6069153,6071383	10/21/2022	6502 EYE NUT	503-3702-44607	395.00
WESTERN UNITED ELECTRIC	6066908,6069153,6071383	10/21/2022	DEI-15 DEADEND POLYMER 15...	503-3702-44607	414.90
WESTERN UNITED ELECTRIC	6066908,6069153,6071383	10/21/2022	HPI-55-3 INSULATOR PIN 15KV	503-3702-44607	436.10
WESTERN UNITED ELECTRIC	6066908,6069153,6071383	10/21/2022	ADS60N DEAD END CLAMP	503-3702-44607	446.40
WESTERN UNITED ELECTRIC	6066908,6069153,6071383	10/21/2022	2 AWG STRANDED THWN BLACK	503-3702-44607	1,465.00
WESTERN UNITED ELECTRIC	6066908,6069153,6071383	10/21/2022	#4 SOLID BARE COPPER 200"	503-3702-44607	1,536.00
WESTERN UNITED ELECTRIC	6066909	10/21/2022	GALVANIZED STAPLES	503-3702-44607	290.00
WESTERN UNITED ELECTRIC	6066909	10/21/2022	INSULATED PIN F-NECK	503-3702-44607	168.00
WESTERN UNITED ELECTRIC	6069775	10/21/2022	1/0 AL 220MIL 15KV EPR FILLED...	503-3702-44607	33,046.71
LANDIS+GYR TECHNOLOGY, INC	90364994	10/21/2022	SaaS MONTHLY FLAT FEE- OPEN...	503-3702-43770	950.00
VERIZON WIRELESS	9917294235	10/21/2022	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	50.31
WESTERN AREA POWER ADMIN	JJPB1798A0922	10/21/2022	BASE DEMAND & BASE ENERGY...	503-3702-50795	43,469.85
SUPERIOR WEED AND PEST LLC	000002	10/27/2022	WEED SPRAYING- ELECTRIC POL...	503-3702-43403	542.50
BANK OF AMERICA	10212022	10/27/2022	HOTEL ROOMS- BUSH & BREUER	503-3702-42720	1,009.36
TDS	102722	10/27/2022	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
AMAZON CAPITAL SERVICES, IN...	1PD9-V6FR-FDVN	10/27/2022	SHIRTS	503-3702-42620	179.94
QUILL CORPORATION	28435793	10/27/2022	11X17 2023 DESK CALENDAR	503-3702-44606	12.86
QUILL CORPORATION	28435793	10/27/2022	17X21.75 2023 DESK CALENDAR	503-3702-44606	26.98

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QUILL CORPORATION	28435793	10/27/2022	DISINFECTING WIPES	503-3702-44606	27.58
QUILL CORPORATION	28435793	10/27/2022	STICKY NOTES	503-3702-44606	27.89
QUILL CORPORATION	28435793	10/27/2022	19"X24" 2023 DESK CALENDAR	503-3702-44606	39.59
QUILL CORPORATION	28435793	10/27/2022	D BATTERIES	503-3702-44606	67.98
QUILL CORPORATION	28435793	10/27/2022	PENS	503-3702-44606	23.99
QUILL CORPORATION	28435793	10/27/2022	5X8 LEGAL NOTE PADS	503-3702-44606	13.76
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	375.29
JOSHUA BREUER	454176	10/27/2022	ACTUALS RECEIPT REIMBURSE...	503-3702-42720	115.25
POWER FORD	5482397	10/27/2022	PARKING BRAKE E-SWITCH	503-3702-47420	33.66
WESTERN UNITED ELECTRIC	6068738/6069152/6069155/60...	10/27/2022	STRAP CONDUIT 4 KIT W/HAR...	503-3702-44607	117.63
WESTERN UNITED ELECTRIC	6068738/6069152/6069155/60...	10/27/2022	INSULATED GUY STRAIN 20K	503-3702-44607	64.40
WESTERN UNITED ELECTRIC	6068738/6069152/6069155/60...	10/27/2022	MACHINE BOLTS 5/8X12	503-3702-44607	312.00
WESTERN UNITED ELECTRIC	6069776	10/27/2022	CUTOUT POLY- 15 KV 100 AMP ...	503-3702-44607	1,949.00
WESTERN UNITED ELECTRIC	6069776	10/27/2022	CONDUIT IMC 4" 10'	503-3702-44607	1,056.40
WESTERN UNITED ELECTRIC	6072012	10/27/2022	BLACK VINYL TAPE	503-3702-44607	596.00
WESTERN UNITED ELECTRIC	6072012	10/27/2022	GROUND ROD 5/8X8	503-3702-44607	236.25
CRISPIN BUSH	790103	10/27/2022	ACTUAL RECEIPTS REIMBURSE...	503-3702-42720	88.59
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	191.66
				Fund 503 - Electric Total:	**411,330.58**
Fund: 504 - Water					
TAXATION AND REVENUE	09302022	10/07/2022	WATER CONSERVATION FEE FY ...	504-3803-43797	1,396.17
CITY UTILITIES	10/03/22	10/07/2022	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	8,432.64
MIKE TORRES DBA CD TECHNO...	1002	10/07/2022	IT SERVICES AUGUST 1,2022 TO ..	504-3803-48598	903.12
INTERNAL SERVICE FUND	141193	10/07/2022	MAINTENANCE & SERVICE FOR ...	504-3803-47420	359.97
SILVERSKY, INC.	465376-SI	10/07/2022	EMAIL SERVICE OPEN PO FY22/...	504-3803-43815	221.56
GRAINGER, INC.	94335795233/9435795225/94...	10/07/2022	SUN HAT XL	504-3803-44615	57.81
GRAINGER, INC.	94335795233/9435795225/94...	10/07/2022	HIGH VISIBILITY VEST LARGE	504-3803-44615	21.85
GRAINGER, INC.	94335795233/9435795225/94...	10/07/2022	HIGH VISIBILITY VEST XL	504-3803-44615	21.85
GRAINGER, INC.	94335795233/9435795225/94...	10/07/2022	HIGH VISIBILITY 2XL	504-3803-44615	43.70
GRAINGER, INC.	94335795233/9435795225/94...	10/07/2022	HIGH VISIBILTY MED	504-3803-44615	21.85
PURE OPERATIONS, LLC	NI225445	10/07/2022	12- 3/4" MASTER METER	504-3803-44607	825.48
PURE OPERATIONS, LLC	NI225445	10/07/2022	2- 1" MASTER METER	504-3803-44607	292.76
PETE'S EQUIPMENT, INC.	0032620	10/14/2022	SIGHT LEVEL GAUGE ASSY, WAT...	504-3803-47420	33.05
PETE'S EQUIPMENT, INC.	0032620	10/14/2022	HOSE, 50'X1/2" MNPT(46438ZL...	504-3803-47420	480.92
PETE'S EQUIPMENT, INC.	0032620	10/14/2022	HOSE, FILL 2.5" X 25' W/ CAM L...	504-3803-47420	249.41
PETE'S EQUIPMENT, INC.	0032620	10/14/2022	CLAMP, QUICK 8"	504-3803-47420	179.88
PETE'S EQUIPMENT, INC.	0032620	10/14/2022	SCREENS 3"	504-3803-47420	65.48
PETE'S EQUIPMENT, INC.	0032620	10/14/2022	EXPANDABLE PLUG 2"	504-3803-47420	35.56
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	97.74
SUN VALLEY, INC.	165601/165724/165760/16579...	10/14/2022	OPEN PO FOR SEPTEMBER 2022...	504-3803-44607	312.87
SIERRA AUTO/CARQUEST	305141	10/14/2022	UTV BATTERY BEP TX14AH	504-3803-47420	105.27
EZEKIEL ALVAREZ	708622	10/14/2022	ACTUAL MEAL REIMBURSEMEN...	504-3803-42720	233.64
STEVE BELL CONSTRUCTION	C18265	10/14/2022	ANNUAL USE OF CRUSHER FINE...	504-3803-47415	1,080.00
DPC INDUSTRIES, INC.	DE74000634-22	10/14/2022	MONTHLY DEMURRAGE FEE FO...	504-3803-43465	50.00
CITY UTILITIES	10/18/22	10/20/2022	CITY UTILITIES CYCLE A&B/OPEN..	504-3803-43780	650.67
PURE OPERATIONS, LLC	225450	10/21/2022	ANNUAL WATER METER TESTI...	504-3803-47420	27.05
TESTON'S FREEWAY CHEVRON	4523,4522	10/21/2022	OPEN PO FOR DIESEL/UNLEAED...	504-3803-43316	905.21
RED WING SHOES OF LAS CRUC...	5441	10/21/2022	WORK BOOTS FOR LUIS SANCH...	504-3803-44615	200.00
GRAINGER, INC.	9465074095	10/21/2022	4- NITRILE GLOVES 5MIL LARGE	504-3803-44615	164.32
GRAINGER, INC.	9465074095	10/21/2022	4- SAFETY GLASSES GRAY TIN	504-3803-44615	26.12
GRAINGER, INC.	9465074095	10/21/2022	SOFT SIDED COOLER 30 QT CAP...	504-3803-44615	75.08
TDS	102722	10/27/2022	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	RUBBER MTR GSK 1" x 1/8"	504-3803-44607	4.80
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	CIS FULL CIRCLE 4" x 7.5" - 4.74 ...	504-3803-44607	301.40
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	NS FERNCO SS CLAMP	504-3803-44607	248.14
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	30 CT ADAPTER 3" X 3" CI & PVC	504-3803-44607	196.50
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	STL FULL CIRCLE 6" x 7.5" 6.56 ...	504-3803-44607	709.68
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	CORP STOP BALL VLV 3/4" - CC x..	504-3803-44607	871.80
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	MTR CAN CVR LID 12-5/8" - SOL...	504-3803-44607	305.50
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	STL FULL CIRCLE 4" x 7.5" - 4.45...	504-3803-44607	498.40

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	RUBBER MTR GSK 3/4" x 1/8"	504-3803-44607	3.20
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	HDPE POLY PIPE 1" x 300' - IP, S...	504-3803-44607	460.46
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	WRAP CLAMP 1.05 x 3" (3/4" ST...	504-3803-44607	385.00
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	SEWER PIPE 4" x 20' - SDR-35, G...	504-3803-44607	355.00
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	10 POLYLOC CAN 18" x 36" - Wi...	504-3803-44607	1,304.40
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	BRASS STRAIGHT CPLG 1" - ULT...	504-3803-44607	30.80
BAKER UTILITY SUPPLY CORP.	304800/304799/204802/304801	10/27/2022	HDPE POLY PIPE 3/4" x 300' - IP	504-3803-44607	336.18
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	69.46
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	504-3803-43775	69.54
				Fund 504 - Water Total:	**24,321.29**
Fund: 505 - Solid Waste					
CITY UTILITIES	10/03/22	10/07/2022	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	611.58
MIKE TORRES DBA CD TECHNO...	1002	10/07/2022	IT SERVICES AUGUST 1,2022 TO ..	505-3904-48598	903.12
INTERNAL SERVICE FUND	141193	10/07/2022	MAINTENANCE & SERVICE FOR ...	505-3904-47420	587.83
SILVERSKY, INC.	465376-SI	10/07/2022	EMAIL SERVICE OPEN PO FY22/...	505-3904-43815	221.56
CITY OF LAS CRUCES	89773	10/07/2022	SCSWA OPEN PO FY2022-2023	505-3904-45601	42,944.40
BORDER INTERNATIONAL TRUC...	X400083348.01	10/07/2022	ZEP PURPLE DEGREASER	505-3904-44607	285.00
WEX BANK	.84072722	10/14/2022	WEX DIESEL & GASOLINE	505-3904-43316	5,137.21
FERGUSON US HOLDINGS, INC.	0478666	10/14/2022	SILTSACK HI FLOW 2X2X3	505-3904-44607	240.00
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	582.84
SUN VALLEY, INC.	165725	10/14/2022	GLOSS BLACK SPRAY PAINT	505-3904-44607	127.62
SUN VALLEY, INC.	165725	10/14/2022	DISCOUNT	505-3904-44607	-6.38
SUN VALLEY, INC.	165781	10/14/2022	10X12 BLUE MED DUTY TARP	505-3904-44607	13.99
SUN VALLEY, INC.	165781	10/14/2022	DISCOUNT	505-3904-44607	-0.70
RUSTY'S WEIGH SCALES & SERV...	220824-1018	10/14/2022	QUARTERLY SCALE CALIBRATION	505-3904-47420	909.44
SIERRA AUTO/CARQUEST	304084	10/14/2022	XBO REFLECTVE TAPE	505-3904-47420	39.99
SIERRA AUTO/CARQUEST	304193	10/14/2022	KEYSTOCK 1/4X12	505-3904-47420	3.52
SIERRA AUTO/CARQUEST	304269	10/14/2022	XBO U BOLT SET	505-3904-47420	99.99
SIERRA AUTO/CARQUEST	304269	10/14/2022	XBO U BOLT SET	505-3904-47420	89.99
SIERRA AUTO/CARQUEST	304271	10/14/2022	SYDR FITTING	505-3904-47420	15.47
SIERRA AUTO/CARQUEST	304272	10/14/2022	XBO MURATIC ACID	505-3904-47420	9.99
SIERRA AUTO/CARQUEST	304272	10/14/2022	RAD FLUSH CLEANER	505-3904-47420	11.42
SIERRA AUTO/CARQUEST	304324	10/14/2022	AC FITTINGS	505-3904-47420	7.05
SIERRA AUTO/CARQUEST	304324	10/14/2022	XBO CRIMPS	505-3904-47420	30.00
SIERRA AUTO/CARQUEST	304324	10/14/2022	AC/C FITTINGS	505-3904-47420	5.85
SIERRA AUTO/CARQUEST	304457	10/14/2022	SELEDTYP 3030 SPRGBK	505-3904-47420	56.04
SIERRA AUTO/CARQUEST	304459	10/14/2022	THERMOSTAT	505-3904-47420	65.74
SIERRA AUTO/CARQUEST	304460	10/14/2022	16 XTRACLEAR	505-3904-47420	12.58
SIERRA AUTO/CARQUEST	304716	10/14/2022	OIL 0W20 FULL SYN 1	505-3904-47420	51.87
SIERRA AUTO/CARQUEST	304750	10/14/2022	FLAT WASHER 5/16	505-3904-47420	1.20
SIERRA AUTO/CARQUEST	304750	10/14/2022	BOLT GR8 5/16 24X2	505-3904-47420	2.97
SIERRA AUTO/CARQUEST	304750	10/14/2022	BOLT GR8 5/16 10X1	505-3904-47420	2.85
AMAZON CAPITAL SERVICES, IN...	1TKJ-MNVV-RM6Y	10/20/2022	CUSTOM SELF-INKING STAMP	505-3904-44606	9.97
AMAZON CAPITAL SERVICES, IN...	1TKJ-MNVV-RM6Y	10/20/2022	24"X36" SWIFTGLIMPSE 2023 P...	505-3904-44606	8.90
AMAZON CAPITAL SERVICES, IN...	1TKJ-MNVV-RM6Y	10/20/2022	PAPERAGE CALENDAR2023 -12...	505-3904-44606	13.95
AMAZON CAPITAL SERVICES, IN...	1TKJ-MNVV-RM6Y	10/20/2022	BUSINESS SOURCE RULER	505-3904-44606	10.36
AMAZON CAPITAL SERVICES, IN...	1TKJ-MNVV-RM6Y	10/20/2022	PAPERAGE CALENDAR 2023-12...	505-3904-44606	31.95
AMAZON CAPITAL SERVICES, IN...	1TKJ-MNVV-RM6Y	10/20/2022	RUST-OLEUM 249122-6PK	505-3904-44607	80.82
AMAZON CAPITAL SERVICES, IN...	1TKJ-MNVV-RM6Y	10/20/2022	IRWIN AVIATION SNIP STRAIGHT	505-3904-44607	14.99
ARMIJO'S CASA BONITA	44848/44812	10/20/2022	REPLACE/INSTALL DOOR W/EXI...	505-3904-43403	702.82
XEROX CORP.	017367046	10/21/2022	METER USAGE & BASE CHARGE...	505-3904-43465	158.18
PARKHILL SMITH & COOPER	01869722.003	10/21/2022	ENVIRONMENTAL LANDFILL M...	505-3904-48599	6,034.26
SOUTHWESTERN EQUIPMENT ...	041961	10/21/2022	SHIPPING FOR RETURNED PART	505-3904-47420	81.33
CITY UTILITIES	10-18-22	10/21/2022	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	25,873.92
WHITEHEAD TRANSPORTATION...	10-4-2022	10/21/2022	TAIL LIGHT ASSEMBLEY UNIT 52...	505-3904-47420	185.71
RED WING SHOES OF LAS CRUC...	5449	10/21/2022	SAFETY BOOTS- WESLEY MYERS	505-3904-44615	200.00
RED WING SHOES OF LAS CRUC...	5449	10/21/2022	SAFETY BOOTS- MATTHEW GR...	505-3904-44615	200.00
RED WING SHOES OF LAS CRUC...	5449	10/21/2022	SAFETY BOOTS -WILLIAM MICH...	505-3904-44615	200.00
RED WING SHOES OF LAS CRUC...	5449	10/21/2022	SAFETY BOOTS- FRANK AGUIRRE	505-3904-44615	200.00
RED WING SHOES OF LAS CRUC...	5449	10/21/2022	SAFETY BOOTS- JOSEPH SORG	505-3904-44615	174.99

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RED WING SHOES OF LAS CRUC...	5449	10/21/2022	SAFETY BOOTS- JOSEPH DALEY	505-3904-44615	189.99
WAGNER EQUIPMENT CO.	P12C0455945	10/21/2022	FRAME AS -GRI	505-3904-47420	254.78
SOUTHWESTERN EQUIPMENT ...	042048	10/27/2022	2 IN CAM FOLLWER	505-3904-47420	150.00
SOUTHWESTERN EQUIPMENT ...	042048	10/27/2022	3 IN CAM FOLLOWER	505-3904-47420	318.75
TDS	102722	10/27/2022	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
4 RIVERS EQUIPMENT	1369189	10/27/2022	WASHER	505-3904-47420	1.44
4 RIVERS EQUIPMENT	1369189	10/27/2022	LOCK NUT	505-3904-47420	4.16
4 RIVERS EQUIPMENT	1369189	10/27/2022	BUMPER	505-3904-47420	25.60
4 RIVERS EQUIPMENT	1369189	10/27/2022	GUARD	505-3904-47420	6.10
4 RIVERS EQUIPMENT	1369189	10/27/2022	WASHER	505-3904-47420	7.60
4 RIVERS EQUIPMENT	1369189	10/27/2022	WASHER	505-3904-47420	32.92
4 RIVERS EQUIPMENT	1369189	10/27/2022	WASHER	505-3904-47420	2.56
4 RIVERS EQUIPMENT	1369189	10/27/2022	SCREW	505-3904-47420	19.24
4 RIVERS EQUIPMENT	1369189	10/27/2022	BUSHING	505-3904-47420	11.68
4 RIVERS EQUIPMENT	1369189	10/27/2022	LOCK NUT	505-3904-47420	1.15
4 RIVERS EQUIPMENT	1369189	10/27/2022	WASHER	505-3904-47420	18.16
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	571.38
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	505-3904-43775	165.03
BORDER INTERNATIONAL TRUC...	X400083757.01	10/27/2022	TRACTOR SEAT	505-3904-47420	119.99
				Fund 505 - Solid Waste Total:	**89,746.71**
Fund: 506 - WWTP					
CHERRILL'S WESTERN APPAREL	084563	10/07/2022	BOOTS FOR LEONIDES MARTIN...	506-4005-44615	185.00
VILLAGE OF WILLIAMSBURG	09302022	10/07/2022	SEWER RECEIPTS FY 22/23 OPEN..	506-4005-48798	3,970.56
CITY UTILITIES	10/03/22	10/07/2022	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	7,924.90
MIKE TORRES DBA CD TECHNO...	1002	10/07/2022	IT SERVICES AUGUST 1,2022 TO ..	506-4005-48598	903.12
BULLOCKS, INC.	1073	10/07/2022	2 BOXES OF LAUNDRY DETERG...	506-4005-44607	48.28
COVE ENVIRONMENTAL, LLC	111-3-22	10/07/2022	QUARTERLY WET TEST	506-4005-48598	1,800.00
JET-SON GARAGE & HOBBIE	11793	10/07/2022	WINDSHIELD REPLACEMENT	506-4005-47420	336.35
INTERNAL SERVICE FUND	141193	10/07/2022	MAINTENANCE & SERVICE FOR ...	506-4005-47420	71.71
HALL ENVIRONMENTAL ANALYS...	2208E98/2208E94	10/07/2022	EPA METHOD 365.1 TOTAL PHO...	506-4005-48598	40.00
HALL ENVIRONMENTAL ANALYS...	2208E98/2208E94	10/07/2022	TAX ON LABOR 7.875%	506-4005-48598	58.90
HALL ENVIRONMENTAL ANALYS...	2208E98/2208E94	10/07/2022	EPA METHOD 1664B	506-4005-48598	90.00
HALL ENVIRONMENTAL ANALYS...	2208E98/2208E94	10/07/2022	EPA METHOD 300.0 ANIONS	506-4005-48598	350.00
HALL ENVIRONMENTAL ANALYS...	2208E98/2208E94	10/07/2022	SM 4500 NORG C TKN	506-4005-48598	280.00
HALL ENVIRONMENTAL ANALYS...	2208F69/2208E96/2208770/22...	10/07/2022	EPA MWTHOD 624 VOCS	506-4005-48598	300.00
HALL ENVIRONMENTAL ANALYS...	2208F69/2208E96/2208770/22...	10/07/2022	EPA METHOD 625 SVOCS	506-4005-48598	450.00
HALL ENVIRONMENTAL ANALYS...	2208F69/2208E96/2208770/22...	10/07/2022	EPA 200.8 METALS/200.7 META...	506-4005-48598	227.00
HALL ENVIRONMENTAL ANALYS...	2208F69/2208E96/2208770/22...	10/07/2022	SM5210B BOD	506-4005-48598	360.00
HALL ENVIRONMENTAL ANALYS...	2208F69/2208E96/2208770/22...	10/07/2022	TAX ON LABOR 7.875%	506-4005-48598	105.02
HALL ENVIRONMENTAL ANALYS...	2209703/2209398/2209792/22...	10/07/2022	EPA METHOD 625 SVOCS	506-4005-48598	675.00
HALL ENVIRONMENTAL ANALYS...	2209703/2209398/2209792/22...	10/07/2022	EPA 200.8 METALS/200.7 META...	506-4005-48598	210.00
HALL ENVIRONMENTAL ANALYS...	2209703/2209398/2209792/22...	10/07/2022	SM5210B BOD	506-4005-48598	240.00
HALL ENVIRONMENTAL ANALYS...	2209703/2209398/2209792/22...	10/07/2022	EPA MWTHOD 624 VOCS	506-4005-48598	200.00
HALL ENVIRONMENTAL ANALYS...	2209703/2209398/2209792/22...	10/07/2022	TAX ON LABOR 7.875%	506-4005-48598	102.70
SILVERSKY, INC.	465376-SI	10/07/2022	EMAIL SERVICE OPEN PO FY22/...	506-4005-43815	221.56
DPC INDUSTRIES, INC.	747002215-22	10/07/2022	2 PAILS OF CAL-HYPO 3" TABS P...	506-4005-44607	387.96
GRAINGER, INC.	94335795233/9435795225/94...	10/07/2022	HIGH VISIBILTY 2XL	506-4005-44615	43.70
GRAINGER, INC.	94335795233/9435795225/94...	10/07/2022	HIGH VISIBILITY MED	506-4005-44615	21.85
GRAINGER, INC.	94335795233/9435795225/94...	10/07/2022	HIGH VISIBILITY LARGE	506-4005-44615	21.85
GRAINGER, INC.	94335795233/9435795225/94...	10/07/2022	HIGH VISIBILITY VEST XL	506-4005-44615	21.85
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	333.08
SUN VALLEY, INC.	165601/165724/165760/16579...	10/14/2022	OPEN PO FOR SEPTEMBER 2022...	506-4005-44607	49.84
B & H OIL CO.	54804/54527/54817	10/14/2022	OPEN PO FOR DIESEL,OIL AND ...	506-4005-43316	719.26
AQUIONICS, INC	0056273	10/20/2022	REPAIR SUPPLIES FOR ULTRAVI...	506-4005-47430	17,855.61
CITY UTILITIES	10/18/22	10/20/2022	CITY UTILITIES CYCLE A&B/OPEN..	506-4005-43780	914.94
BULLOCKS, INC.	1806	10/20/2022	ICS SWAN ALCOHOL ISOPROPYL...	506-4005-44607	34.96
AIRVAC, INC.	90261645	10/20/2022	CS24-30 CLNOUT/SENSOR PIPE ...	506-4005-44607	732.00
AIRVAC, INC.	90261645	10/20/2022	AV3-E-NACCESS EMODEL 3" VLV	506-4005-44607	9,150.00
AIRVAC, INC.	90261645	10/20/2022	CONTROLLER REBUILT KIT HP	506-4005-44607	588.19
AIRVAC, INC.	90261645	10/20/2022	HP CONTROLLERS	506-4005-44607	2,418.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AIRVAC, INC.	90263468/90264088/90266085	10/20/2022	E'MODEL 3"VLV, BOXED NO AC...	506-4005-44607	22,332.31
AIRVAC, INC.	90263468/90264088/90266085	10/20/2022	VAC PUMP OIL 5GAL	506-4005-44607	1,004.10
AIRVAC, INC.	90264592	10/20/2022	VAC STATION PARTS	506-4005-47420	2,896.53
XEROX CORP.	017264932	10/21/2022	BASE CHARGE/METERED USAGE..	506-4005-43465	183.44
HALL ENVIRONMENTAL ANALYS...	2209D11,2209G52,2209G41,22...	10/21/2022	EPA METHOD 625 SVOCS	506-4005-48598	450.00
HALL ENVIRONMENTAL ANALYS...	2209D11,2209G52,2209G41,22...	10/21/2022	SM5210B BOD	506-4005-48598	240.00
HALL ENVIRONMENTAL ANALYS...	2209D11,2209G52,2209G41,22...	10/21/2022	EPA 200.8 METALS/200.7 META...	506-4005-48598	210.00
HALL ENVIRONMENTAL ANALYS...	2209D11,2209G52,2209G41,22...	10/21/2022	EPA MWTHOD 624 VOCS	506-4005-48598	200.00
HALL ENVIRONMENTAL ANALYS...	2209D11,2209G52,2209G41,22...	10/21/2022	TAX ON LABOR 7.875%	506-4005-48598	85.26
TESTON'S FREEWAY CHEVRON	4523,4522	10/21/2022	OPEN PO FOR DIESEL/UNLEAED...	506-4005-43316	3,237.34
DESERT GRAPHICS INC.	6518	10/21/2022	30- SIGNS 12"X18" NOTICE WHI...	506-4005-44607	720.00
GRAINGER, INC.	9465074095	10/21/2022	4- SAFETY GLASSES GRAY TIN	506-4005-44615	26.12
GRAINGER, INC.	9465074095	10/21/2022	4- NITRILE GLOVES 5 MIL LARGE	506-4005-44615	164.32
BANK OF AMERICA	000005	10/27/2022	SHIPPING BACK INCORRECT SIZE..	506-4005-44615	24.63
CHERRILL'S WESTERN APPAREL	084579	10/27/2022	WORK BOOTS FOR JESUS NAVA...	506-4005-44615	189.00
TDS	102722	10/27/2022	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
BANK OF AMERICA	1042000314	10/27/2022	6 WORK PANTS FOR JAMISON ...	506-4005-42620	113.88
POLYDYNE, INC.	1685867	10/27/2022	2-450LB POLYMER DRUMS SEP...	506-4005-44607	1,935.00
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	321.64
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	506-4005-43775	364.39
				Fund 506 - WWTP Total:	**87,741.15**
Fund: 508 - Golf Course					
HELENA CHEMICALS	14151587	10/07/2022	Dominator Bentg...	508-4303-44607	600.00
HELENA CHEMICALS	14151587	10/07/2022	Champion GQ perennial rye 10...	508-4303-44607	1,150.00
CHAPARRAL SAND & GRAVEL, L...	77112	10/07/2022	#2 USGA SPEC SAND 23 TONS	508-4303-44607	1,044.47
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	63.07
SUN VALLEY, INC.	165764	10/14/2022	OPEN PO FIELD SUPPLIES - SEPT...	508-4303-44607	269.84
SIERRA AUTO/CARQUEST	304625/304747	10/14/2022	OPEN PO FIELD SUPPLIES - SEPT...	508-4303-44607	346.14
CITY UTILITIES	10/18/22	10/20/2022	CITY UTILITIES CYCLE A&B/OPEN..	508-4303-43780	1,030.86
XEROX CORP.	017367050	10/21/2022	BASE CHARGE/METER USAGE FY..	508-4303-43465	177.81
REED'S TIRE CENTER	12004	10/21/2022	FLAT REPAIR	508-4303-44607	16.21
FOXWORTH-GALBRAITH	1372705	10/21/2022	TREATED TIMBERS 3X 4X8 FOR ...	508-4303-44607	88.11
YAMAHA MOTOR FINANCE COR...	789185	10/21/2022	OPEN PO FY22/23 YAMAHA LEA...	508-4303-43465	903.51
TDS	102722	10/27/2022	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
COUFAL-PRATER EQUIPMENT L...	12205764/12239767	10/27/2022	TCA24776 BEVEL GEAR DRIVE	508-4303-44607	1,465.22
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	63.07
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	508-4303-43775	80.19
				Fund 508 - Golf Course Total:	**7,898.50**
Fund: 509 - Muni Airport					
INTERNAL SERVICE FUND	141193	10/07/2022	MAINTENANCE & SERVICE FOR ...	509-4403-47420	20.00
AMAZON CAPITAL SERVICES, IN...	1DJ4-R6CP-WG6J/1637-J1FJ-RQ...	10/07/2022	FELLOWES SHREDDER OIL 2/PK	509-4403-44606	20.40
AMAZON CAPITAL SERVICES, IN...	1DJ4-R6CP-WG6J/1637-J1FJ-RQ...	10/07/2022	6.5' FOLDING RULER MEASURI...	509-4403-44606	17.97
AMAZON CAPITAL SERVICES, IN...	1DJ4-R6CP-WG6J/1637-J1FJ-RQ...	10/07/2022	SMALL GARBAGE BAGS 5G 150/...	509-4403-44606	15.99
AMAZON CAPITAL SERVICES, IN...	1DJ4-R6CP-WG6J/1637-J1FJ-RQ...	10/07/2022	AVERY 1" X 2.75" LABELS	509-4403-44606	1.58
AMAZON CAPITAL SERVICES, IN...	1DJ4-R6CP-WG6J/1637-J1FJ-RQ...	10/07/2022	3M EARPLUGS 200/BOX	509-4403-44606	36.00
AMAZON CAPITAL SERVICES, IN...	1DJ4-R6CP-WG6J/1637-J1FJ-RQ...	10/07/2022	SIMPLI-MAGIC SHOP TOWELS 1...	509-4403-44606	25.99
AMAZON CAPITAL SERVICES, IN...	1DJ4-R6CP-WG6J/1637-J1FJ-RQ...	10/07/2022	VIDATECO PAPER SHREDDER	509-4403-44613	85.49
NM RETIREE HEALTH CARE	136399	10/14/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	90.75
SIERRA ELECTRIC CO-OP, INC.	2154-10-14-22	10/14/2022	OPEN PO FY22/23 SIERRA ELEC...	509-4403-43780	1,154.60
SIERRA AUTO/CARQUEST	305127	10/14/2022	COUPLING	509-4403-47420	3.26
SIERRA AUTO/CARQUEST	305127	10/14/2022	AIR BRAKE TUBING	509-4403-47420	5.00
XEROX CORP.	017367051	10/21/2022	XEROX PRINTER OPEN PO FY 22...	509-4403-43465	41.23
TESTON'S FREEWAY CHEVRON	4489	10/21/2022	OPEN PO FY 22-23 TESTONS FR...	509-4403-43316	206.01
BANK OF AMERICA	101922	10/27/2022	NM ONLINE CLASS A/B/C OPER...	509-4403-42720	175.00
WINDSTREAM CORPORATION	101922	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	341.91
BANK OF AMERICA	102022	10/27/2022	NM ONLINE CLASS A/B/C OPER...	509-4403-42720	175.00
NM RETIREE HEALTH CARE	396492	10/27/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	91.30
BANK OF AMERICA	92322	10/27/2022	CLASS A/B/C OPERATOR COURSE	509-4403-42720	175.00
VERIZON WIRELESS	9918242437	10/27/2022	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	106.83

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BARTOO SAND & GRAVEL, INC.	M40247	10/27/2022	BASE COARSE FOR AIRPORT RU...	509-4403-44607	3,121.20
				Fund 509 - Muni Airport Total:	**5,910.51**
Fund: 600 - Internal Serv					
RELADYNE CONSERVANCY OIL ...	0059661-IN	10/07/2022	SHL T2 HD 15W40 BU	600-7003-43316	437.25
RELADYNE CONSERVANCY OIL ...	0059661-IN	10/07/2022	FUEL SURCHARGE	600-7003-43316	20.59
RELADYNE CONSERVANCY OIL ...	0059661-IN	10/07/2022	SHL ROT ELC 5050 NFAF DR	600-7003-43316	706.20
RELADYNE CONSERVANCY OIL ...	0059661-IN	10/07/2022	DRY TRANSALL UTHF BU	600-7003-43316	1,225.00
FOXWORTH-GALBRAITH	1346559	10/07/2022	ROLLER TISSUE PLSTC WHITE	600-7003-44607	3.78
FOXWORTH-GALBRAITH	1346559	10/07/2022	TRAP MOUSE 2PK	600-7003-44607	5.37
FOXWORTH-GALBRAITH	1346559	10/07/2022	KILLER MOUSE BITS RTU 12OZ	600-7003-44607	15.98
BORDER INTERNATIONAL TRUC...	X400083405-01	10/07/2022	DIESEL DEEP CLEAN/6X1/64 OU...	600-7003-44607	102.30
SIERRA AUTO/CARQUEST	304082	10/14/2022	FLAT WASHER 1/2	600-7003-44607	2.10
SIERRA AUTO/CARQUEST	304082	10/14/2022	HEX NUT 1/2 13 GR5	600-7003-44607	2.94
SIERRA AUTO/CARQUEST	304082	10/14/2022	BOLT GR8 1/2 13X2	600-7003-44607	11.94
SIERRA AUTO/CARQUEST	304082	10/14/2022	XBO MOUSE REPELLANT	600-7003-44607	14.99
SIERRA AUTO/CARQUEST	304270	10/14/2022	IMP UNV JNT 1/2DR	600-7003-44607	17.73
SIERRA AUTO/CARQUEST	304274	10/14/2022	BRAKE CLEAN NON-CHLR	600-7003-44607	40.68
SIERRA AUTO/CARQUEST	304456	10/14/2022	3/8 6P DPSKT 9/16	600-7003-44607	6.41
SIERRA AUTO/CARQUEST	304456	10/14/2022	3/8 6P DPSKT 1/2	600-7003-44607	7.38
SIERRA AUTO/CARQUEST	304642	10/14/2022	VACUUM PUMP	600-7003-47420	89.00
SIERRA AUTO/CARQUEST	304647	10/14/2022	AIR DOOR ACTUATOR	600-7003-47420	35.21
SIERRA AUTO/CARQUEST	304713	10/14/2022	RELAY INTERCHANGE FOR F57B...	600-7003-47420	18.91
SIERRA AUTO/CARQUEST	304714	10/14/2022	XBO STEEL STAMP SET	600-7003-44607	23.99
SIERRA AUTO/CARQUEST	304748	10/14/2022	ADJ WRENCH 6	600-7003-44607	15.40
SIERRA AUTO/CARQUEST	304748	10/14/2022	ADJ WRENCH 10 GRIP	600-7003-44607	18.55
SIERRA AUTO/CARQUEST	304801	10/14/2022	EXT SERV STRAIGHT GA	600-7003-44607	32.02
SIERRA AUTO/CARQUEST	304801	10/14/2022	TIRE GAGE DUAL	600-7003-44607	28.77
SIERRA AUTO/CARQUEST	304801	10/14/2022	DHSTFT AIRCHK 12 GA	600-7003-44607	30.96
SIERRA AUTO/CARQUEST	304801	10/14/2022	TIRE VALVE CORE	600-7003-44607	5.22
SIERRA AUTO/CARQUEST	304970	10/14/2022	SOAP 0 15 25 40X4	600-7003-44607	41.60
SIERRA AUTO/CARQUEST	304970	10/14/2022	XBO FLOOR SCRUBBER	600-7003-44607	25.99
SIERRA AUTO/CARQUEST	304970	10/14/2022	XBO HOSE MENDER	600-7003-44607	5.99
SIERRA AUTO/CARQUEST	305105	10/14/2022	COUPLER 1/2 FEM	600-7003-44607	56.68
SIERRA AUTO/CARQUEST	305105	10/14/2022	COUPLER 715 727	600-7003-44607	23.96
SIERRA AUTO/CARQUEST	305105	10/14/2022	HOSE MENDER 3/8ID BA	600-7003-44607	7.92
SIERRA AUTO/CARQUEST	305105	10/14/2022	PLUG 1/2 MALE	600-7003-44607	6.62
SIERRA AUTO/CARQUEST	305105	10/14/2022	XBO 1/2 PIPE NIPPLE	600-7003-44607	0.99
SIERRA AUTO/CARQUEST	305105	10/14/2022	XBO 1/2 TEE	600-7003-44607	2.39
SIERRA AUTO/CARQUEST	305128	10/14/2022	XBO MOUSE REPELLENT	600-7003-44607	14.99
SIERRA AUTO/CARQUEST	305129	10/14/2022	1/4 M M PLUG MLTN	600-7003-44607	9.40
SIERRA AUTO/CARQUEST	305129	10/14/2022	COUPLER P M FE 1/4NP	600-7003-44607	9.76
SIERRA AUTO/CARQUEST	305129	10/14/2022	COUPLER B M FE 1/4NP	600-7003-44607	16.74
SIERRA AUTO/CARQUEST	305129	10/14/2022	COUPLER B M MA	600-7003-44607	17.42
SIERRA AUTO/CARQUEST	6016-304020	10/14/2022	TRANS LINE CONNECTOR	600-7003-44607	11.51
WEX BANK	84072722	10/14/2022	GAS & OIL FY 2022-2023 (OPEN)	600-7003-43316	277.58
BORDER INTERNATIONAL TRUC...	X400083350-01	10/14/2022	OIL FILTER	600-7003-44607	67.86
BORDER INTERNATIONAL TRUC...	X400083693.01	10/20/2022	AIR FLTR,AIR FILTER-FINNED M...	600-7003-44607	338.79
BORDER INTERNATIONAL TRUC...	X400083693.01	10/20/2022	FUEL SP	600-7003-44607	147.27
BORDER INTERNATIONAL TRUC...	X400083693.01	10/20/2022	FILTER,AIR FILTER	600-7003-44607	141.06
BORDER INTERNATIONAL TRUC...	X400083693.01	10/20/2022	FILTER	600-7003-44607	43.98
BORDER INTERNATIONAL TRUC...	X400083693.01	10/20/2022	AIR FILTER	600-7003-44607	55.95
BORDER INTERNATIONAL TRUC...	X400083693.01	10/20/2022	F/W FLTR,FILTER-FUEL/WATERS...	600-7003-44607	70.28
BORDER INTERNATIONAL TRUC...	X400083693.01	10/20/2022	AIR FILTER	600-7003-44607	100.98
XEROX CORP.	017367052	10/21/2022	RENT OF EQUIPMENT/XEROX O...	600-7003-43465	94.58
US DISTRIBUTING INC	636799	10/21/2022	24P BATTERY AS	600-7003-44607	60.64
US DISTRIBUTING INC	636799	10/21/2022	34P BATTERY AS	600-7003-44607	59.27
US DISTRIBUTING INC	636799	10/21/2022	78P BATTERY AS	600-7003-44607	59.27
US DISTRIBUTING INC	636799	10/21/2022	CORE CHARGE	600-7003-44607	36.00
US DISTRIBUTING INC	636799	10/21/2022	CORE CHARGE	600-7003-44607	36.00
US DISTRIBUTING INC	636799	10/21/2022	CORE CHARGE	600-7003-44607	11.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US DISTRIBUTING INC	636799	10/21/2022	CORE CHARGE	600-7003-44607	11.00
US DISTRIBUTING INC	636799	10/21/2022	31G950T BATTERY AS	600-7003-44607	216.10
US DISTRIBUTING INC	636799	10/21/2022	31-901CT BATTERY	600-7003-44607	199.84
US DISTRIBUTING INC	636799	10/21/2022	65P BATTERY AS	600-7003-44607	135.60
US DISTRIBUTING INC	636799	10/21/2022	94R/PG BATTERY AS	600-7003-44607	122.15
SOUTHWEST AUTOMOTIVE	1318	10/27/2022	LABOR TO REMOVE INJECTOR/...	600-7003-47420	655.00
SOUTHWEST AUTOMOTIVE	1318	10/27/2022	LABOR TO REMOVE TURBO /VA...	600-7003-47420	2,600.00
POWER FORD	5482146	10/27/2022	INJECTOR "O" RING SEALS	600-7003-47420	32.04
POWER FORD	5482146	10/27/2022	HIGH PRESSURE OIL COVER GA...	600-7003-47420	15.54
				Fund 600 - Internal Serv Total:	**8,758.41**
				Grand Total:	**1,090,948.56**

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	173,352.47
201 - Corrections	2,364.00
209 - Fire	2,709.98
211 - Law Enforce Prot	1,813.75
214 - Lodgers Tax	38,373.51
216 - Muni Street	129,020.27
294 - State Library	496.85
295 - Muni Pool	1,747.29
296 - PD GRT	7,183.70
303 - Vet Wall	148.62
360 - NMFA PROJECTS	3,533.72
370 - WATER TRUST BOARD PROJECTS	50,342.01
403 - Pledge State	30,757.05
501 - Cemetary	1,521.11
502 - Util Office - Pool	11,877.08
503 - Electric	411,330.58
504 - Water	24,321.29
505 - Solid Waste	89,746.71
506 - WWTP	87,741.15
508 - Golf Course	7,898.50
509 - Muni Airport	5,910.51
600 - Internal Serv	8,758.41
Grand Total:	**1,090,948.56**

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	5,043.71
101-1000-44606	OFFICE SUPPLIES-GOVERN...	23.98
101-1000-60725	GRANTS TO SUB-RECIPIE...	10,750.00
101-1001-41226	RETIREE INSURANCE	298.90
101-1001-43465	RENT OF EQUIPMENT	332.06
101-1001-43740	PRINTING/PUBLISHING	362.41
101-1001-43775	TELEPHONE	276.51
101-1002-41226	RETIREE INSURANCE	87.74
101-1002-42720	EMPLOYEE TRAINING-M...	829.60
101-1002-43775	TELEPHONE	194.20
101-1002-44606	OFFICE SUPPLIES	412.11
101-1003-41226	RETIREE INSURANCE	447.82
101-1003-43465	RENT OF EQUIPMENT	320.39
101-1003-43775	TELEPHONE	321.03
101-1004-41226	RETIREE INSURANCE	509.72
101-1004-42720	EMPLOYEE TRAINING-AD...	486.08
101-1004-43465	RENT OF EQUIPMENT	619.74
101-1004-43740	PRINTING/PUBLISHING	1,100.36
101-1004-43775	TELEPHONE	248.33
101-1004-44606	OFFICE SUPPLIES	105.05
101-1004-48599	OTHER CONTRACTUAL SE...	349.20
101-1006-41226	RETIREE INSURANCE	241.34
101-1006-43775	TELEPHONE	110.06
101-1006-48598	PROFESSIONAL SERVICES	3,918.33
101-1007-41226	RETIREE INSURANCE	1,601.95
101-1007-43316	GAS & OIL	4,607.49
101-1007-43403	REGULAR BUILDING MAI...	73.86
101-1007-43465	RENT OF EQUIPMENT	302.47
101-1007-43740	PRINTING/PUBLISHING	67.80
101-1007-43775	TELEPHONE	1,404.81
101-1007-43815	SOFTWARE	110.00

Account Summary

Account Number	Account Name	Payment Amount
101-1007-44607	FIELD SUPPLIES	156.43
101-1007-47420	MAINTENANCE VEHICLE/...	959.33
101-1007-48598	PROFESSIONAL SERVICES	912.87
101-1007-48599	OTHER CONTRACTUAL SE...	48,875.25
101-1008-41226	RETIREE INSURANCE	226.22
101-1008-43316	GAS & OIL	1,160.60
101-1008-43775	TELEPHONE	262.86
101-1008-47420	MAINTENANCE VEH/EQUI...	172.60
101-1009-41226	RETIREE INSURANCE	238.30
101-1009-42620	UNIFORMS/LINEN-MUNI ...	149.95
101-1009-42720	EMPLOYEE TRAINING-M...	291.54
101-1009-43316	GAS & OIL	1,026.44
101-1009-43465	RENT OF EQUIPMENT	1,224.43
101-1009-43775	TELEPHONE	144.90
101-1009-44607	FIELD SUPPLIES-MUNI RE...	719.78
101-1009-44613	NON-CAPITAL ITEMS	1,024.99
101-1009-47415	MAINTENANCE--REPAIRS ...	900.00
101-1009-47420	MAINTENANCE VEHICLE/...	136.71
101-1010-41226	RETIREE INSURANCE	193.48
101-1010-43770	SUBSCRIPTION & DUES	9,189.79
101-1010-43775	TELEPHONE	93.10
101-1010-48598	PROFESSIONAL SERVICES	8,029.25
101-1011-41226	RETIREE INSURANCE	517.96
101-1011-43775	TELEPHONE	69.54
101-1012-41226	RETIREE INSURANCE	207.95
101-1012-43403	REGULAR BUILDING MAI...	1,588.46
101-1012-43775	TELEPHONE	85.35
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-42720	EMPLOYEE TRAINING	356.19
101-1013-43316	GAS & OIL	169.12
101-1014-41226	RETIREE INSURANCE	415.34
101-1014-43316	GAS & OIL	625.98
101-1014-43403	REGULAR BUILDING MAI...	1,841.47
101-1014-43465	RENT OF EQUIPMENT	29.13
101-1014-43775	TELEPHONE	125.11
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,425.15
101-1014-47410	MAINTENANCE CONTRAC...	53.88
101-1016-41226	RETIREE INSURANCE	383.86
101-1017-48599	OTHER CONTRACTUAL SE...	30,339.76
101-1018-43780	UTILITIES	16,058.09
101-1018-43815	SOFTWARE LIC/SOFTWAR...	221.55
101-1018-46732	GENERAL LIABILITY INSUR...	4,989.81
101-1018-48598	PROFESSIONAL SERVICES	903.14
101-1040-43465	RENT OF EQUIPMENT	289.04
101-1040-43815	SOFTWARE	331.12
101-1099-34348	RENT OF PUBLIC FACILITIES	525.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	54.00
201-1903-48710	CARE OF PRISONERS-COR...	2,310.00
209-1603-43465	RENT OF EQUIPMENT	253.75
209-1603-43775	TELEPHONE	366.25
209-1603-43780	UTILITIES	675.14
209-1603-47415	MAINTENANCE--REPAIRS ...	1,414.84
211-2003-42535	EMPLOYEE TRAINING	435.00
211-2003-44573	UNIFORM & EQUIPMENT	1,149.13
211-2003-47420	MAINTENANCE-VEHICLE/...	229.62
214-2503-43550	ROADWAY MAINTENANCE	11,514.84
214-2503-80845	CAPITAL IMPROVEMENTS...	9,880.78
214-2540-48598	OTHER PROFESSIONAL SE...	3,522.36

Account Summary

Account Number	Account Name	Payment Amount
214-2540-48599	OTHER CONTRACT SERVIC...	824.92
214-2540-60725	GRANTS TO SUB-RECIPIE...	12,474.37
214-2560-60725	GRANTS TO SUB-RECIPIE...	156.24
216-4503-43316	GAS & OIL	5,043.81
216-4503-43550	ROADWAY MAINTENANCE	123,418.75
216-4503-44607	FIELD SUPPLIES-STREETS	45.36
216-4503-47420	MAINT.VEHICLE/FURN/E...	512.35
294-5003-43465	RENT OF EQUIPMENT	20.28
294-5003-43775	TELEPHONE	166.38
294-5003-60834	STATE LIBRARY GRANT-ST...	310.19
295-4803-41226	RETIREE INSURANCE	146.36
295-4803-43465	RENT OF EQUIPMENT	30.85
295-4803-43775	TELEPHONE	28.45
295-4803-43780	UTILITIES-MUNI POOL	1,541.63
296-2403-44615	SAFETY EQUIPMENT	7,183.70
303-4703-43775	TELEPHONE	148.62
360-7009-80847	ROADWAYS/BRIDGES	3,533.72
370-7008-48598	PROFESSIONAL SERVICES	37,062.20
370-7019-80847	ROADWAYS AND BRIDGES	13,279.81
403-1203-12918	CWPA PPRF-2613 TORC 18..	690.58
403-1203-12919	CWPA PPRF-2737 TORC 19..	7,598.76
403-1203-12967	PPRF-4967 OPERATING	7,150.63
403-1203-90905	DEBT SERVICE PRINCIPAL-...	8,336.00
403-1203-90910	DEBT SERVICE INTEREST	6,981.08
501-1803-43780	UTILITIES	521.11
501-1803-47415	MAINTENANCE--REPAIRS ...	1,000.00
502-3601-41226	RETIREE INSURANCE	525.50
502-3601-43316	GAS & OIL	329.55
502-3601-43465	RENT OF EQUIPMENT	585.41
502-3601-43770	SUBSCRIPTIONS & DUES	8,382.00
502-3601-43775	TELEPHONE	272.08
502-3601-43780	UTILITIES	392.33
502-3601-43815	SOFTWARE LIC/SOFTWAR...	606.90
502-3601-44606	OFFICE SUPPLIES	783.31
503-3702-34522	UTILITIES SERVICES-ELEC D..	100.00
503-3702-41226	RETIREE INSURANCE	788.57
503-3702-42620	UNIFORM/LINEN-ELECTRI...	1,007.34
503-3702-42720	EMPLOYEE TRAINING-ELE...	1,213.20
503-3702-43316	GAS & OIL	1,878.31
503-3702-43403	REGULAR BUILDING MAI...	542.50
503-3702-43465	RENT OF EQUIPMENT	150.84
503-3702-43770	SUBSCRIPTION & DUES	1,900.00
503-3702-43775	TELEPHONE	241.97
503-3702-43780	UTILITIES	6,304.96
503-3702-43815	SOFTWARE LIC/SOFTWAR...	221.56
503-3702-44606	OFFICE SUPPLIES	240.63
503-3702-44607	FIELD SUPPLIES	49,628.24
503-3702-44613	NON-CAPITAL ITEMS	131.00
503-3702-47420	MAINTENANCE-VEHICLE/...	1,085.30
503-3702-48598	PROFESSIONAL SERVICES	6,546.44
503-3702-50795	WHOLESALE POWER COS...	339,349.72
504-3803-41226	RETIREE INSURANCE	167.20
504-3803-42720	EMPLOYEE TRAINING-WA...	233.64
504-3803-43316	GAS & OIL	905.21
504-3803-43465	RENT OF EQUIPMENT	50.00
504-3803-43775	TELEPHONE	69.54
504-3803-43780	UTILITIES	9,683.31
504-3803-43797	WATER CONSERVATION-...	1,396.17

Account Summary

Account Number	Account Name	Payment Amount
504-3803-43815	SOFTWARE LIC/SOFTWAR...	221.56
504-3803-44607	FIELD SUPPLIES-WATER D...	7,442.37
504-3803-44615	SAFETY EQUIPMENT	632.58
504-3803-47415	MAINTENANCE--REPAIRS ...	1,080.00
504-3803-47420	MAINTENANCE-VEHICLE/...	1,536.59
504-3803-48598	PROFESSIONAL SERVICES	903.12
505-3904-41226	RETIREE INSURANCE	1,154.22
505-3904-43316	GAS & OIL	5,137.21
505-3904-43403	REGULAR BUILDING MAI...	702.82
505-3904-43465	RENT OF EQUIPMENT	158.18
505-3904-43775	TELEPHONE	165.03
505-3904-43780	UTILITIES	1,211.58
505-3904-43815	SOFTWARE LIC/SOFTWAR...	221.56
505-3904-44606	OFFICE SUPPLIES	75.13
505-3904-44607	FIELD SUPPLIES-SOLID WA...	755.34
505-3904-44615	SAFETY EQUIPMENT	1,164.98
505-3904-45601	WASTE DISPOSAL	68,818.32
505-3904-47420	MAINTENANCE-VEHICLE/...	3,244.96
505-3904-48598	PROFESSIONAL SERVICES	903.12
505-3904-48599	OTHER CONTRACTUAL SE...	6,034.26
506-4005-41226	RETIREE INSURANCE	654.72
506-4005-42620	UNIFORM/LINEN-WASTE...	113.88
506-4005-43316	GAS & OIL	3,956.60
506-4005-43465	RENT OF EQUIPMENT	183.44
506-4005-43775	TELEPHONE	364.39
506-4005-43780	UTILITIES	9,439.84
506-4005-43815	SOFTWARE LIC/SOFTWAR...	221.56
506-4005-44607	FIELD SUPPLIES-WASTEW...	39,400.64
506-4005-44615	SAFETY EQUIPMENT	698.32
506-4005-47420	MAINTENANCE-VEHICLE/...	3,304.59
506-4005-47430	EMERGENCY REPAIRS	17,855.61
506-4005-48598	PROFESSIONAL SERVICES	7,577.00
506-4005-48798	VILLAGE OF WILLIAMSBU...	3,970.56
508-4303-41226	RETIREE INSURANCE	126.14
508-4303-43465	RENT OF EQUIPMENT	1,081.32
508-4303-43775	TELEPHONE	680.19
508-4303-43780	UTILITIES	1,030.86
508-4303-44607	FIELD SUPPLIES	4,979.99
509-4403-41226	RETIREE INSURANCE	182.05
509-4403-42720	TRAVEL & EDUCATION	525.00
509-4403-43316	GAS & OIL	206.01
509-4403-43465	RENT OF EQUIPMENT	41.23
509-4403-43775	TELEPHONE	448.74
509-4403-43780	UTILITIES	1,154.60
509-4403-44606	OFFICE SUPPLIES	117.93
509-4403-44607	FIELD SUPPLIES	3,121.20
509-4403-44613	NON-CAPITAL ITEMS	85.49
509-4403-47420	MAINTENANCE VEH/EQUI...	28.26
600-7003-43316	GAS & OIL	2,666.62
600-7003-43465	RENT OF EQUIPMENT	94.58
600-7003-44607	FIELD SUPPLIES	2,551.51
600-7003-47420	MAINTENANCE-VEHICLE/...	3,445.70
	Grand Total:	**1,090,948.56**

Project Account Summary

Project Account Key	Payment Amount
None	1,090,948.56

Project Account Summary

Project Account Key	Payment Amount
None	
Grand Total:	**1,090,948.56**

Accounts Payable Transfer Sheet - 21-222 FY
Post Date Ending: 10/07/22,10/14/22,10/21/22,10/27/22

Fund	Fund Description	Fund Totals						Fund Numbers
		10/7/2022	10/14/2022	10/18/2022	10/21/2022	10/27/2022	GRAND TOTAL TRANSFERS	
101	General	$27,864.17	$25,880.79		$75,410.41	$44,197.10	$173,352.47	101
201	Local Government Corrections	$54.00	$2,310.00				$2,364.00	201
209	State Fire	$391.66	$1,414.84		$591.42	$312.06	$2,709.98	209
211	Law Enforcement Protection	$1,378.75	$435.00				$1,813.75	211
214	Lodger's Tax	$253.02	$15,327.05		$416.66	$22,376.78	$38,373.51	214
216	Street Renovation	$101.75	$127,028.41		$1,890.11		$129,020.27	216
217	Municipal Recreation						$0.00	217
294	State Library	$210.24	$99.95		$20.28	$166.38	$496.85	294
295	Municipal Pool	$941.63	$73.18		$30.85	$701.63	$1,747.29	295
296	PD-GRT Fund				$7,183.70		$7,183.70	296
298	PD-Donations						$0.00	298
302	Electrical Construction						$0.00	302
303	Veterans Memorial					$148.62	$148.62	303
304	SJOA - Grants						$0.00	304
305	Capital Improvement General						$0.00	305
306	Captial Improvement Joint Utility						$0.00	306
307	Golf Course Improvements						$0.00	307
308	USDA -Sweeper						$0.00	308
309	USDA-Wastewater						$0.00	309
310	R&R-Emergency						$0.00	310
311	R&R-Sewer						$0.00	311
312	R&R-Airport						$0.00	312
313	R&R-Water						$0.00	313
314	CDBG - Grant						$0.00	314
315	CI Reserve- Non Capital Equipment						$0.00	315
316	Emergency Reserve						$0.00	316
320	USDA Water System Improvements						$0.00	320
360	NMFA Projects		$3,533.72				$3,533.72	360
380	Community Development		$50,342.01				$50,342.01	380
403	Pledge State Tax	$26,144.09	$4,612.96				$30,757.05	403
501	Cemetery				$1,521.11		$1,521.11	501
502	Utility Office	$392.33	$262.75		$914.96	$10,307.04	$11,877.08	502
503	Electric Dept	$8,073.55	$310,559.23	$100.00	$84,889.24	$7,708.56	$411,330.58	503
504	Water Dept	$12,598.76	$2,923.82		$2,048.45	$6,750.26	$24,321.29	504
505	Solid Waste	$45,553.49	$7,510.54		$34,626.92	$2,055.76	$89,746.71	505
506	WasteWater	$19,647.31	$1,102.18		$63,443.12	$3,548.54	$87,741.15	506
507	Solid Waste Landfill/Collection						$0.00	507
508	Golf Course	$2,794.47	$679.05		$2,216.50	$2,208.48	$7,898.50	508
509	Municipal Airport	$223.42	$1,253.61		$247.24	$4,186.24	$5,910.51	509
600	Internal Service Fund	$2,516.47	$999.60		$1,939.76	$3,302.58	$8,758.41	600
	Grand Total-Accounts Payable	$149,139.11	$556,348.69	$100.00	$277,390.73	$107,970.03	$1,090,948.56	

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: G.1

SUBJECT: Resolution 16 22/23 Authorizing The Execution And Delivery Of A Planning Grant Agreement Between NMFA And The City For Sanitary Sewer Asset Management Plan
DEPARTMENT: Assistant City Manager
DATE SUBMITTED: November 10, 2022
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:
City was awarded planning grant funds in 2020 for a Sewer Asset Management Plan. Plan has been completed and was approved by Resolution 12 22/23 adopting the plan on 9-28-2022. This is final required steps to submit for reimbursement of the plan.

Recommendation:
Approve Resolution XXX

Attachments:
- TorC PG-5239 AMP Grant Authorizing Resolution
- TorC PG-5239 AMP Grant Agreement
- TorC PG-5239 AMP Grantee Certificate

-

Fiscal Impact (Finance): **Yes**

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Legal Review (City Attorney): **Yes**

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Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 11-16-2022

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF

RESOLUTION NO. 16 22/23

OF THE CITY COMMISSION
CITY OF TRUTH OR CONSEQUENCES
NOVEMBER 16, 2022

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

The City Commission (the "Governing Body") of City of Truth or Consequences, Sierra County, New Mexico (the "Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at City Commission Chambers, 405 W 3rd Street, Truth or Consequences, New Mexico, being the meeting place of the Governing Body for the meeting held on November 16, 2022 at the hour of 9:00 a.m. Upon roll call, the following members and officers were found to be present:

Present: _____

_____

_____

_____

_____

Absent: _____

_____

Also Present: _____

_____

Thereupon, there was officially filed with the Clerk a copy of a proposed Resolution in final form, as follows:

CITY OF TRUTH OR CONSEQUENCES

RESOLUTION NO. 16 22/23

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO (THE "GRANTEE"), IN THE AMOUNT OF $50,000 EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT AND THE LOCAL MATCH AMOUNT, IF APPLICABLE, SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF ASSET MANAGEMENT PLAN, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH THE LOCAL MATCH, IF APPLICABLE, AND OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; COMMITTING TO ADOPTING THE ASSET MANAGEMENT PLAN; COMMITTING TO ADOPT A RESERVE POLICY IDENTIFYING AN ALLOCATION OF RESERVES TO FUND THE ASSET MANAGEMENT PLAN; COMMITTING TO ESTABLISHING A RATE SCHEDULE ADEQUATE TO FUND THE RESERVE; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTION IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Grantee is a legally and regularly created, established, organized and existing municipality, in good standing under the general laws of the State of New Mexico, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, §6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with the Local Match, if applicable, and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

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

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

WHEREAS, the Grantee upon completion of the asset management plan shall provide the Finance Authority with a resolution that (i) adopts the completed asset management plan; (ii) includes a summary sheet showing the prioritized assets and cost associated with improving those assets; (iii) adopts a reserve policy that specifically identifies the allocation of the reserves to fund the asset management plan with an annual target; and (iv) establish a rate schedule sufficient to fund the reserve; and

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

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

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

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated December 2, 2022.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to prepare a Sanitary Sewer Asset Management Plan that will itemize and identify the current conditions of all wastewater assets. This plan will assist in planning the operation, maintenance, repair and replacement of critical assets.

B. The costs of the Project are beyond the local control and resources of the Grantee.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

F. The Local Match is legally available to be applied to the Project.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of either a majority of a quorum of the Governing Body or of all members. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and by the other qualifying entities involved in the Project, if any, and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of $50,000 and the availability of the Local Match, if applicable, or other funds to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant and the Local Match, if applicable, to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of $50,000.

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by

such individual Authorized Officers, and the Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project in accordance with Section 2.1(f) of the Grant Agreement with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Mayor and Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 14. Execution of Agreements. The City of Truth or Consequences through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS NOVEMBER 16, 2022.

CITY OF TRUTH OR CONSEQUENCES

By_____
Amanda Forrister, Mayor

ATTEST:

_____
Angela Torres, Clerk

[*Remainder of page intentionally left blank.*]

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

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

Those Voting Aye: _____

_____

_____

_____

_____

Those Voting Nay: _____

_____

Those Absent: _____

_____

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

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

[*Signature page follows.*]

CITY OF TRUTH OR CONSEQUENCES, Sierra County, New Mexico

By_____
Amanda Forrister, Mayor

By_____
Angela Torres, Clerk

(SEAL)

[*Remainder of page intentionally left blank.*]

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

I, Angela Torres, Clerk, the duly qualified and acting record-keeping officer of the City of Truth or Consequences, Sierra County, New Mexico (the "Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the City of Truth or Consequences, New Mexico, constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at City Commission Chambers, 405 W 3rd Street, Truth or Consequences, New Mexico, on November 16, 2022 at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. 16 22/23 and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

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

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including, Grantee's Open Meetings Resolution No. 1 22/23, dated July 13, 2022, presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this December 2, 2022.

CITY OF TRUTH OR CONSEQUENCES, Sierra County, New Mexico

By_____
Angela Torres, Clerk

(SEAL)

EXHIBIT "A"

Notice of Meeting

$50,000

PLANNING GRANT AGREEMENT

dated

December 2, 2022

by and between

NEW MEXICO FINANCE AUTHORITY

and

CITY OF TRUTH OR CONSEQUENCES
Sierra County, New Mexico

PG-5239

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the "Grant agreement"), dated December 2, 2022, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority") and City of Truth or Consequences, Sierra County, New Mexico (the "Grantee").

WITNESSETH:

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

WHEREAS, NMSA 1978, §6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the Finance Authority to make Grants to qualified entities to develop an asset management plan and to pay administrative costs of the local government planning fund program; and

WHEREAS, Grantee is a legally and regularly created, established, organized and existing municipality, in good standing under the general laws of the State of New Mexico and more specifically , NMSA 1978, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules and NMSA 1978, §6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the Finance Authority for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the Finance Authority and accept a grant in the amount of $50,000 from the Finance Authority to carry out the Project, as more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within three (3) years from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund and be required to repay the entire Grant Amount to the Finance Authority; and

WHEREAS, the Grantee upon completion of the asset management plan shall provide the Finance Authority with a resolution that (i) adopts the completed asset management plan; (ii) includes a summary sheet showing the prioritized assets and cost associated with improving those assets; (iii) adopts a reserve policy that specifically identifies the allocation of the reserves to fund the asset management plan with an annual target; and (iv) establishes a rate schedule sufficient to fund the reserve; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

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

ARTICLE I: DEFINITIONS

As used in this Agreement, including the foregoing recitals, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Agreement Term" means the term of this Grant Agreement as provided under Article III of this Grant Agreement.

"Authorized Officers" means in the case of the Grantee the Mayor of the Governing Body, and in the case of the Finance Authority the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

"Closing Date" means the date of execution, delivery and funding of this Grant Agreement.

"Event of Default" means one or more events of default as defined in Article IX of this Grant Agreement.

"Finance Authority" means the New Mexico Finance Authority.

"Force Majeure" means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control.

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

"Grant Account" means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the Finance Authority for deposit of the Grant Amount for disbursal to the Grantee for payment of the costs of the Project.

"Grant Agreement" means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

"Grant Amount" means the sum of Fifty Thousand and no/100 Dollars ($50,000).

"Grantee" means City of Truth or Consequences, Sierra County, New Mexico.

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

"Local Government Planning Fund" means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

"Local Match" means $24,077.47.

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

"Planning Document" means a written document in the form of an asset management plan created for the purpose of evaluating and estimating the costs of alternatives to create a Sanitary Sewer Asset Management Plan that will itemize and identify the current conditions of all wastewater assets. This plan will assist in planning the operation, maintenance, repair and replacement of critical assets public project needs.

"Planning Grant" or "Grant" means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project and is equal to the Grant Amount.

"Policy" or "Policies" means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

"Project" means the preparation of the Planning Document as more particularly described in Exhibit "A" hereto.

"Resolution" means the Grantee's Resolution No. 16 22/23 adopted on November 16, 2022, authorizing the Grantee's acceptance of the terms and conditions of this Grant Agreement.

"Rules" mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the Finance Authority, as amended and supplemented from time to time.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of the Grantee. The Grantee represents, warrants and covenants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by

or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a municipality duly organized and existing under the statutes and laws of the State of New Mexico, specifically the , NMSA 1978, as amended. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within three (3) years of the Closing Date or shall forfeit the full amount of the Grant and return the Grant Amount to the Finance Authority within thirty (30) days written request by the Finance Authority.

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

(f) Completion of Project.

(1) The Project will consist of:

a. the preparation of the Planning Document to create a Sanitary Sewer Asset Management Plan that will itemize and identify the current conditions of all wastewater assets. This plan will assist in planning the operation, maintenance, repair and replacement of critical assets; and

b. a resolution properly adopted by the Governing Body that (i) adopts the completed asset management plan; (ii) includes a summary sheet showing the prioritized assets and cost associated with improving those assets; (iii) adopts a reserve policy that specifically identifies the allocation of the reserves to fund the asset management plan with an annual target; and (iv) establishes a rate schedule sufficient to fund the reserve; and

c. will comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds.

(2) If requested by the Finance Authority, the Grantee will allow the Office of the State Engineer, the New Mexico Environment Department, the New Mexico Economic Development Department, or other appropriate agency of the State or the Finance Authority to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document, and any interim submissions required by the Finance Authority must be in a form acceptable to and approved by the Finance Authority, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

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

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) Occurrence of Event of Default. No event has occurred, and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

(r) Local Match. The Local Match is legally available for the Project, has been applied by Grantee solely for the purposes of the Project and sufficient evidence of the Local Match has been provided to the Finance Authority.

Section 2.2. Representations, Warranties and Covenants of the Finance Authority. The Finance Authority represents, warrants and covenants as follows:

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

(b) This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III: AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the Finance Authority that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the Finance Authority)or (c) the Grantee

has failed to utilize the Planning Grant to complete the Planning Document within three (3) years of the Closing Date.

ARTICLE IV: GRANT; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the Finance Authority pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

ARTICLE V: GRANT TO THE GRANTEE

Section 5.1. Grant to the Grantee. The Finance Authority hereby grants, and the Grantee hereby accepts an amount equal to the Grant Amount. The Finance Authority shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the Finance Authority. The Grantee hereby pledges to the Finance Authority all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

Section 5.2. No General Obligation. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.3. Investment of Moneys in Grant Account. Money on deposit in the Grant Account may be invested by the Finance Authority for the credit of the Local Government Planning Fund.

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within three (3) years of the Closing Date. The Grantee hereby acknowledges and agrees that certain preliminary approvals by the Finance Authority or its designees, in addition to interim steps by the Governing Body may be required to be exercised prior to the completion and approval of the Planning Document.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the Finance Authority shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the Finance Authority in its sole discretion, upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the Finance Authority that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the

Project as the Finance Authority, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match.

Section 6.3. Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the Finance Authority shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the Finance Authority and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the Finance Authority that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

Section 6.4. Reimbursement for Prior Expenditures. The Finance Authority, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred within one-hundred fifty (150) days prior to the Closing Date unless approved by the Finance Authority.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of the Project, in accordance with Section 2.1 (e), disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the Finance Authority stating that, to the best of the Authorized Officer's knowledge the Project has been completed in accordance with the terms of this Grant Agreement and the Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the Finance Authority may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1. Further Assurances and Corrective Instruments. The Finance Authority and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.

Section 7.2. Finance Authority and Grantee Representatives. Whenever under the provisions of this Grant Agreement the approval of the Finance Authority or the Grantee is required, or the Grantee or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Grantee by an Authorized Officer of the Finance Authority or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

Section 7.3. Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations

affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

ARTICLE VIII: NON-LIABILITY OF FINANCE AUTHORITY FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION

Section 8.1. Non-Liability of Finance Authority. The Finance Authority shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

Section 8.2. Indemnification of Finance Authority. The Finance Authority shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the Finance Authority and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the Finance Authority or its designee, Grantee shall defend the Finance Authority and its designee, if any, in any such action or proceeding.

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

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

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within three (3) years of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement; or

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

Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

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

(b) Terminate this Grant Agreement;

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

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

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

(f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.

Section 9.3 Limitations on Remedies. A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

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

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

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

ARTICLE X: MISCELLANEOUS

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

If to the Grantee, then to:

City of Truth or Consequences
Attn: Mayor
505 Sims St
Truth or Consequences NM 87901

And if to the Finance Authority, then to:

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

The Grantee and the Finance Authority may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

Section 10.3. Amendments. This Grant Agreement may be amended only with the written consent of the Finance Authority and the Grantee.

Section 10.4. No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Grantee or of the Finance Authority is hereby expressly waived and released by the Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.5. Grantee Compliance. The Finance Authority shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

Section 10.6. Severability. In the event that any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

Section 10.8. Applicable Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

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

[*Remainder of page intentionally left blank.*]

[*Signature page follows.*]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as authorized by the Finance Authority Board of Directors on May 28, 2022, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

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

By_____
Daniel C. Opperman, Chief Legal Officer

CITY OF TRUTH OR CONSEQUENCES, Sierra County, New Mexico

By _____
Amanda Forrister, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, Clerk

EXHIBIT "A"

TERM SHEET

Grantee:	City of Truth or Consequences, Sierra County, New Mexico
Project Description:	Preparation of a Planning Document consisting Sanitary Sewer Asset Management Plan that will itemize and identify the current conditions of all wastewater assets. This plan will assist in planning the operation, maintenance, repair and replacement of critical assets; and adoption of the resolution as described in Section 2.1(f).
Total Grant Amount:	$50,000
Local Match:	$24,077.47
Closing Date:	December 2, 2022

EXHIBIT "B"
FORM OF REQUISITION

RE: $50,000 Planning Grant Agreement by and between Finance Authority and City of Truth or Consequences, Sierra County, New Mexico, Finance Authority Grant Number PG-5239 (the "Grant Agreement").

Closing Date: December 2, 2022

TO: NEW MEXICO FINANCE AUTHORITY

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

REQUISITION NUMBER: _____

AMOUNT OF PAYMENT: $_____

PAYEE NAME AND ADDRESS: _____

_____

PURPOSE OF PAYMENT: _____

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the City of Truth or Consequences (the "Grantee"), within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

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

DATED:_____ By:_____
Authorized Officer of the Grantee

Title:_____

EXHIBIT "C"
FORM OF CERTIFICATE OF COMPLETION

RE: $50,000 Planning Grant Agreement (the "Grant Agreement") by and between Finance Authority and City of Truth or Consequences, Sierra County, New Mexico, Finance Authority Grant Number PG-5239 (the "Grant Agreement").

Closing Date: December 2, 2022

TO: NEW MEXICO FINANCE AUTHORITY

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

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the "Project") was completed and placed in service by the Grantee on _____, 20___.

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

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

City of Truth or Consequences

By:_____

Its:_____

CITY OF TRUTH OR CONSEQUENCES
Sierra County, New Mexico
Planning Grant Agreement
New Mexico Finance Authority No. PG-5239
$50,000

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

CERTIFICATE OF GRANTEE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and Clerk of the City Commission of City of Truth or Consequences (the "Grantee"), Sierra County, State of New Mexico, that:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. 16 22/23 adopted by the Governing Body of the Grantee on November 16, 2022 (the "Resolution") in connection with this Planning Grant, unless otherwise defined in this Certificate or the context requires otherwise.

1. The Grantee is a legally and regularly created, established, organized and existing municipality, in good standing under the laws of the State of New Mexico;

2. The resolutions, rules and regulations governing the Project and customer service by the Grantee have been duly adopted and are now in full force and effect;

3. The Authorized Officers and Governing Body of the Grantee were duly and validly elected or appointed and are empowered to act for the Grantee; and

4. The Grantee has all requisite corporate power:

   (a) To perform or cause performance of the Project funded by the Planning Grant and the Local Match, if applicable;

   (b) To execute and deliver Grant documents, including but not limited to those identified above; and

   (c) To perform all acts required by such Grant documents to be done by the Grantee.

5. All proceedings of the Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.

6. The Resolution and the Grant Agreement have been duly signed and adopted in accordance with all applicable laws and neither has been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

8. The Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.

9. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. As of the date of this Certificate, the following were and now are the duly chosen qualified and acting officers and members of the Governing Body of the Grantee:

Mayor: Amanda Forrister
Members: Rolf Hechler, Mayor Pro-Tem
Merry Jo Fahl
Shelly Harrelson
Destiny Mitchell

Clerk: Angela Torres

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

15. The Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.

16. To the best of our knowledge and belief after due investigation, neither the Mayor, Clerk, any member or director of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

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

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. 1 22/23 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on July 13, 2022, establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution then in effect.

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

20. This Certificate is for the benefit of the New Mexico Finance Authority.

21. This Certificate may be executed in counterparts.

[*Signatures on following page.*]

WITNESS our signatures and the seal of the Grantee this December 2, 2022.

CITY OF TRUTH OR CONSEQUENCES

By_____
Amanda Forrister, Mayor

By_____
Angela Torres, Clerk

(SEAL)

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: G.2

MEETING DATE: November 16, 2022

SUBJECT: Resolution No. 17 22/23 Budget Adjustment Request
DEPARTMENT: Finance Department
DATE SUBMITTED: November 16, 2022
SUBMITTED BY: Kerin Salcedo, Accounting Officer
WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

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. 17 22/23 Budget Adjustment Requests for Fiscal Year 2022-2023

Attachments:

Resolution No 17 22/23

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): **Yes**

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

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

.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐ Other: .
File Name: CC Agendas 11-16-2022

RESOLUTION NO. 17 22/23

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2022-2023.

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 2022-2023; 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 **16th day of November, 2022**.

_____
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: 2022-23 11/16/2022
DFA Resolution Number: 17 22/23
BAR NUMBER 4

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	General	101-1099-32387	OBD/DWI Saturation	Revenue	$ 5,000	$ 12,212.00	$ -	$ 17,212	Safer New Mexico Grant Oct. 2022-Sept 2023
2	WasteWater	506-4005-47425	Other Maint	Expense	$ -	$ 17,800.00	$ -	$ 17,800	WWTP clarifier & wier repairs, using ending cash balance.
3	Airport	509-4403-47420	Maint Vehicle/Equip	Expense	$ 6,500	$ 36,658.00	$ -	$ 43,158	Repairs to airport truck using ending cash balance
3	Airport	509-4403-80845	Other Capital Purchases	Expense	$ -	$ 4.00	$ -	$ 4	Security Cameras electrical work using ending cash balance
4	NMFA Projects	360-7012-49930	Transfer Out	Expense			$ (50,000)	$ (50,000)	7012 NMFA Sanitary Sewer Temp Loan 2021-22 Not needed
4	CI Reserve	315-9003-39935	Transfer In	Revenue			$ (50,000)	$ (50,000)	7012 NMFA Sanitary Sewer Temp Loan 2021-22 Not needed
5	NMFA Projects	360-7009-49930	Transfer Out	Expense			$ (129,432)	$ (129,432)	7009 NMFA Colonias 2020 MSD Temp Loan 2021-22 Not Needed
5	CI Reserve	315-9003-39935	Transfer In	Revenue			$ (129,432)	$ (129,432)	7009 NMFA Colonias 2020 MSD Temp Loan 2021-22 Not Needed
6	NMFA Projects	360-7016-49930	Transfer Out	Expense			$ (1,188,816)	$ (1,188,816)	7016 Morth Transformer Replacement Temp Loan 2021-22 Not Needed
6	CI Reserve	315-9003-39935	Transfer In	Revenue			$ (1,188,816)	$ (1,188,816)	7016 Morth Transformer Replacement Temp Loan 2021-22 Not Needed
7		380-7001-49930	Transfer Out	Expense			$ (24,149)	$ (24,149)	7001 Vacuum Sewer Rehab Temp Loan 21-22 Not Needed
7	CI Reserve	315-9003-39935	Transfer In	Revenue			$ (24,149)	$ (24,149)	7001 Vacuum Sewer Rehab Temp Loan 21-22 Not Needed

ATTEST:

Angela Torres, Clerk-Treasurer **(Date)**

Amanda Forrister, Mayor **(Date)**

Smithco Construction, Inc.
6 King Canyon Loop
Caballo, NM 87931
P.) 575-894-6161 **F.)** 575-894-6012 **E.)** smithco@smithco.cc

October 17, 2022

Pete English
City of TorC, NM
575-952-0063
penglish@torcnm.org

RE: QUOTE FOR TORC WWTP CLARIFIER 1 AND 2 WIER REPAIRS

Pete,

Smithco Construction, Inc. submits the following quote for the labor and equipment to complete the above referenced project. This quote includes:

- Replace/repair wall bracket at sagging weir trough
- Replace missing bolts
- Adjust weirs to proper level
- Caulk seams after leveling

Total Quoted Amount: $16,395.47 + NMGRT

Exclusions/Clarifications:

- City to drain clarifiers and provide at least 1-day per clarifier for repairs
- Only the repairs noted above are included in this quote, additional repairs required to be made after draining to be priced accordingly
- Quoted price excludes tax, bonds and permits

Please feel free to contact me with any questions regarding this quote.

Thank you,

Rylan Edgmon

Rylan Edgmon
575-740-3492
rylan@smithco.cc

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New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

MEMORANDUM

Date: September 13, 2022

To: Ricky Serna, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division

Kimberly Wildharber, Staff Manager

From: Nick Rivera

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and Truth or Consequences, City of

1. The Project will be managed by Nick Rivera Phone # 505-470-8907

2. The Consolidated Agreement provides funding to Truth or Consequences PD conduct the following project(s) and activities as shown below.
   - ENDWI – $3,569.00 (Fed 164)
     The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
   - BKLUP - $1,075.00 (State Road Fund)
     The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
   - STEP – $7,568.00 (State Road Fund)
     Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.

3. The agreement will be effective from date of last signature to 9/30/2023.

4. A deliverables table is listed in Exhibit A-C.

5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

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New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

September 13, 2022

Truth or Consequences PD
Chief Victor Rodriguez
507 McAdoo Street
T or C, NM 87901

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal 2023 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
03-AL-64-104	BIL 164 Transfer Funds	20.608	69A37522300001640NMA	5/16/2022	$3,569.00
03-OP-RF-104	State Road Fund				$1,075.00
03-PT-RF-104	State Road Fund				$7,568.00

2 CFR Subpart F 200.500-521
(a) Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

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New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

(d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than $750,000 during your agency's fiscal year 2022, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the $750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {22}."

Your agency must submit copies of any audits and review reports which they have had prepared to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan
Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators
The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

ENDWI 1 DWI in 36 hours
BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.
STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,

DocuSigned by:
Barela
E291EAE03FAF441...

Jeff Barela, Director
Traffic Safety Division

Enclosure

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Office of General Counsel Contract Brief Form

Date: September 13, 2022 From: Nick Rivera **Location:** Traffic Safety Division

Phone: 505-470-8907 **Agency:** NMDOT

Contractor: Truth or Consequences, City of

Project No.: 03-AL-64-104 03-OP-RF-104 03-PT-RF-104

NEW CONTRACT
__ Copy of RFP, if applicable
__ Copy of approved sole source justification
__ Copy of approved small purchase justification
__ Copy of Contract Brief signed by Contract Administration

AMENDMENT TO EXISTING CONTRACT
__ Scope of Work
__ Additional Compensation
__ Time extension
Note: For amendments please attach a copy of the original agreement, any previous amendments, and a copy of the RFP. (If applicable)

X EXEMPT FROM PROCUREMENT PROCESS (university: other educational institutions; other state agency, bureau; local public bodies).

The Office of General Counsel's policy for turnaround time is ten (10) working days. Please indicate below if there are extenuating circumstances, which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call at (505) 469-6411 if you have any questions.
____Please make corrections on pages _
____I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.
____Please make corrections on pages and return the marked copy to the receptionist for further review and approval.

Other Comments

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CONTRACT NUMBER: TS05038

UNIQUE ENTITY IDENTIFIER: JVMMNF6K1FM5

SUPPLIER: 54340

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and Truth or Consequences, City of (**Grantee**), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:

   a. End Driving While Impaired (**ENDWI**), Project No. 03-AL-64-104 $3,569.00

   b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 03-OP-RF-104 $1,075.00

   c. Selective Traffic Enforcement Program (**STEP**), Project No. 03-PT-RF-104 $7,568.00

   d. Total Funding awarded per this Agreement $12,212.00

2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP.

3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.

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5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.

6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination, including any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.

7. **Appropriations.** The Grantee acknowledges that:

   a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
   b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
   c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

   a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
   b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
   c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
   d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
   e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as states."

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9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:

to the Department at:	to the Grantee at:
New Mexico Dept. of Transportation	Truth or Consequences PD
Attn: Traffic Safety Division	Attn: Chief Victor Rodriguez
P.O. Box 1149	507 McAdoo Street
Santa Fe, NM 87504	T or C, NM 87901

10. **Severability**. The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.

11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the Parties' liabilities as governed by law.

12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Exhibits A, B and C, Scope of Work, Training, Reimbursement and Reporting.

13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates at 12:00 a.m. on September 30, 2023, unless earlier terminated as provided in Section 6 or Section 7.

14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.

15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

17. **No Third-party Beneficiary**. This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior

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agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.

19. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Ricky Serna 5910E0A6255042F... Date: 10/13/2022

Cabinet Secretary or Designee

Truth or Consequences, City of

By: DocuSigned by: Bruce Swingle 7A60514AF00E4EF... Date: 10/12/2022

Title: City Manager

Approved as to form and legal sufficiency.

By: DocuSigned by: C750CEC1625D488... Date: 9/28/2022

Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

By: _____ Date: 9/28/2022

Counsel for Truth or Consequences, City of

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Exhibit A: Scope of Work, Training, Reimbursement and Reporting

END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 03-AL-64-104

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media and educational activities. SCs must be scheduled to be staffed by at least 5 officers as required by *City of Las Cruces v. Bentancourt, 1987-NMAC-039*. and must last a minimum of 4 hours. Number of officers should meet the amount required by *Bentancourt* but not exceed the number detailed in the Grantees Operational Plan. If for any reason, the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason, the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encourage to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

   "Winter Superblitz Period" means November 18, 2022 to January 1, 2023.

   "St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2023.

   "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2023.

   "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2023.

   "National DWI Mobilization Period" means August 18 to September 4, 2023.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to

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conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2023. If the final claim is submitted after October 31, 2023, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

   a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
   b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
   c. overtime costs for officers or authorized personnel to support activities directly related to the SCs and/or DDEPs conducted during the claim month. Authorized personnel may include dispatcher, transport or others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to 10 percent of the total monthly claim amount; and
   d. in state travel and related expenses for officers to attend DWI related training approved by the Department in advance, and shall be reimbursed in accordance with the Regulation Governing the New Mexico Per Diem and Mileage Act, 2.42.2 NMAC.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be BIL 164 Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be . However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

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Personal Services	$3,569.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$3,569.00

7. **Goals.** The Department's performance goals for the state are as follows: Five-year alcohol-impaired fatalities rose by 13.4 percent between 2016 and 2020, with continued, but with a smaller increase projected between 2020 and 2023. The State has determined to set the five-year average projection of 131.2 as the 2023 target. The State's ENDWI and participation in the National Drive Sober or Get Pulled Over enforcement and media will continue to focus on areas of the State that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups such as young male drivers, motorcyclists and pedestrians.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

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Exhibit B: Scope of Work, Training, Reimbursement and Reporting

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 03-OP-RF-104

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

   "Winter Superblitz Period" means November 18, 2022 to January 1, 2023.

   "St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2023.

   "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2023.

   "National Occupant Protection Mobilization Click It or Ticket period" means May 22 to June 4, 2023.

   "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2023.

   "National DWI Mobilization Period" means August 18 to September 4, 2023.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

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4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2023. If the final claim is submitted after October 31, 2023, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

   a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
   b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
   c. assistance at child safety seat clinics or car seat fitting stations.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	$1,075.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$1,075.00

7. **Goals.** The Department's performance goals for the state are to:

   a. Five-year unrestrained occupant fatalities rose by 11.6 percent between 2016 and 2020, and projected five-year data indicate a further 18.5 percent rise in 2023. The State has set the five-year average projection of 138.6 as the 2023 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities. The State requested and participated in an Occupant Protection Assessment in May of 2022 to obtain guidance from NHTSA to improve our OP programs and reduce unrestrained crashes and fatalities.

b. The State anticipates being able to increase its seat belt use to at least 90 percent in 2023 and although projections indicate 89.8 percent use in 2023, the State has determined to set the 2023 target at 90.1 percent observed use. Until 2021, New Mexico's observed seat belt use percentage had remained above 90 percent since 2011.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

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Exhibit C: Scope of Work, Training, Reimbursement and Reporting

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and SUMMER ENFORCEMENT PERIOD Project Number: 03-PT-RF-104

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 21, 2023 through September 23, 2023.*

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2023. If the final claim is submitted after October 31, 2023, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and

b. training for officers as approved by the Department. Pay for travel and traffic safety related training

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department*. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding – STEP.**

The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	$7,568.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$7,568.00

7. **Goals.** The Department's performance goals for the state are as follows:

a. Five-year speeding-related fatalities rose by 12.7 percent between 2016 and 2020, and continue to show an upward trend into 2023. During the peak COVID-19 period (2020-2021), speeding-related fatalities increased by 15.6 percent, and were 38.6 percent of all crash fatalities in 2021. Given the projected continued rise in these fatalities, the State has determined to set the five-year average projection of 174.2 as the 2023 target.

b. AFive-year alcohol-impaired fatalities rose by 13.4 percent between 2016 and 2020, with continued, but with a smaller increase projected between 2020 and 2023. The State has determined to set the five-year average projection of 131.2 as the 2023 target. The State's ENDWI and participation in the National Drive Sober or Get Pulled Over enforcement and media will continue to focus on areas of the State that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups such as young male drivers, motorcyclists and pedestrians.

c. Five-year unrestrained occupant fatalities rose by 11.6 percent between 2016 and 2020, and projected five-year data indicate a further 18.5 percent rise in 2023. The State has set the five-year average projection of 138.6 as the 2023 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities. The State requested and participated in an Occupant Protection Assessment in May of 2022 to obtain guidance from NHTSA to

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improve our OP programs and reduce unrestrained crashes and fatalities.

d. The State anticipates being able to increase its seat belt use to at least 90 percent in 2023 and although projections indicate 89.8 percent use in 2023, the State has determined to set the 2023 target at 90.1 percent observed use. Until 2021, New Mexico's observed seat belt use percentage had remained above 90 percent since 2011.

e. Five-year average fatalities rose by 13 percent between 2016 and 2020. 2021 preliminary data indicate a 20 percent increase in fatalities in 2021, with 2022 and 2023 projected increases at similar levels. The State has determined to set the five-year average projection of 446.6 as the 2023 target.

f. The methodology used to project the 5-year moving average number of suspected serious injuries for 2023 resulted in a target of 953.5, a 10 percent decrease from the previous year's target, and a larger decrease than in the years since 2016. Therefore, the State has determined a target of 995.4 to be more in-line with the anticipated decrease in the 5-year moving average of suspected serious injuries for 2023.

g. Annual motorcyclist fatalities rose from 47 in 2016 to 53 in 2017 and to 55 in 2019 before falling to 46 in 2020. Preliminary data indicate a large rise to 55 in 2021 and projected data show fatalities staying at this level into 2023. As gas prices are anticipated to remain high for some time, and motorcycle travel expected to increase, as evidenced by recent increases in motorcycle sales, the State has determined to set the annual projected target of 54.

h. Five-year average under-21 drivers in fatal crashes have risen steadily from 42 in 2016 to 52 in 2020. Preliminary 2021 and projected data indicate continued increases into 2023; therefore the State has determined to set the five-year average projection of 60 as the 2023 target.

i. Annual pedestrian fatalities remained in the 74 to 83 range from 2016 to 2020; however 2021 preliminary data indicate a high of 103 fatalities (a 30% increase from 2020), and projected data for 2023 show the number of fatalities remaining at 103. Five-year average data indicate a 26 percent increase in these fatalities, and the State has determined to set the five-year average projection of 93 as the 2023 target.

j. Bicyclist fatalities rose from 4 in 2016 to a high of 11 in 2018, then down to 8 in 2020. Preliminary data indicate a reduction to 6 fatalities in 2021, but projections indicate a rise to higher levels close to those in 2018. Given these fluctuations, the State has determined to set the five-year average projection of 9 as the 2023 target.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

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Appendix A to Part 1300 – Certifications and Assurances for Fiscal Year 2023 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

[*Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.*]

State: New Mexico Fiscal Year: 2023

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

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- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A Unique Entity identifier;
- The names and total compensation of the five most highly compensated officers of the entity if:
  (i) the entity in the preceding fiscal year received—
    (I) 80 percent or more of its annual gross revenues in Federal awards;
    (II) $25,000,000 or more in annual gross revenues from Federal awards; and
  (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

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- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

  b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

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c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The grantee's policy of maintaining a drug-free workplace;
   3. Any available drug counseling, rehabilitation, and employee assistance programs;
   4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
   5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
   1. Abide by the terms of the statement;
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –

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1. Taking appropriate personnel action against such an employee, up to and including termination;
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

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fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in thistransaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts

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180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

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(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to

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purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.

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2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))

4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)

5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))

7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
    - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
        - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
        - Increase use of seat belts by occupants of motor vehicles;
    - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;

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- An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))

8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

DocuSigned by:
Justin Reese
79B5F2DB5F72403...

6/28/2022

Signature Governor's Representative for Highway Safety — Date

Justin Reese, Acting Cabinet Secretary

Printed name of Governor's Representative for Highway Safety

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New Mexico Traffic Safety Division Project Information Sheet

Contract Number:	TS5038 Correct contract number is TS05038		
Government Unit:	Truth or Consequences, City of		
Contract term:	(10/13/2022 – 09/30/2023)		
Supplier Number:	54340	Address ID:	
Grantee Contact Info			
Project Director and Title:	Chief Victor Rodriguez		
Phone: 575-894-1204	E-mail:	vrodriguez@torcnm.org	
Agency Name:	Truth or Consequences PD		
Address:	507 McAdoo Street		
City, State ZIP:	T or C, NM 87901		
TSD Contact Info			
Program Manager:	Nick Rivera	Phone:	505-470-8907
TSD Finance:	Avalon Wright	Phone:	505-660-8103

Budget Breakdown

Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI	03-AL-64-104	$3,569.00	10010	5000000000	0000368571
BKLUP	03-OP-RF-104	$1,075.00	20100	5100000000	0000368574
STEP	03-PT-RF-104	$7,568.00	20100	5100000000	0000368576
Total		$12,212.00			

PO Entered by TSD Finance:	DocuSigned by: Avalon Wright C88021313496414...	Date:	10/17/2022
PO Approved by Contracts:	DocuSigned by: Jose Dominguez 320A653A9C19432...	Date:	10/24/2022
Comments:			

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: G.3

SUBJECT: Resolution 18 22/23 Requiring The Prompt Removal Of Accumulated Rubbish, Junk, Trash And Refuse From The Property At 731 Wyona Street
DEPARTMENT: Assistant City Manager
DATE SUBMITTED: November 10, 2022
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:
Property has been served with letters of violation pertaining to accumulation of rubbish, junk, trash and refuse. No attempts to remediate the property has been made. Occupant has been thru the Municipal Court Process and City is now proceeding with abatement process.

Recommendation:
Approve Resolution 18 22/23

Attachments:
- Resolution 18 22/23
- Property photos as of 11/10/2022

-

Fiscal Impact (Finance): **TBD**

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Legal Review (City Attorney): **Yes**

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Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 11-16-2022

CITY OF TRUTH OR CONSEQUENCES

CITY COMMISSION

RESOLUTION NO. 18 22/23

A RESOLUTION REQUIRING THE PROMPT REMOVAL OF ACCUMULATED RUBBISH, JUNK, TRASH AND REFUSE FROM THE PROPERTY AT 731 WYONA STREET, TRUTH OR CONSEQUENCES, NEW MEXICO; FINDING THAT THE PRESENCE OF THE ACCUMULATED RUBBISH, JUNK, TRASH AND REFUSE IS A MENACE TO THE PUBLIC COMFORT, HEALTH, SAFETY AND WELFARE; PROVIDING THAT THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY MAY FILE WRITTEN OBJECTIONS TO THIS RESOLUTION AND SEEK A HEARING BEFORE THE GOVERNING BODY, AS PROVIDED BY STATUTE; AUTHORIZING THE CITY MANAGER TO REMOVE THE ACCUMULATED RUBBISH, WRECKAGE AND DEBRIS FROM THE PROPERTY AND DISPOSE OF IT IF THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY DOES NOT TIMELY DO SO; PROVIDING THAT THE CITY OF TRUTH OR CONSEQUENCES SHALL RECOVER ITS COSTS INCURRED FOR THE REMOVAL AND DISPOSAL OF THE ACCUMULATED RUBBISH, JUNK, TRASH AND REFUSE AS AND TO THE EXTENT PROVIDED BY STATUTE.

WHEREAS, it has been brought to the attention of the City Commission, the governing body (hereinafter, "Governing Body") of the City of Truth or Consequences (the "City") that since at least _____, 20___ there has existed an accumulation of rubbish, wreckage and debris on the residential property at 731 Wyona Street (the "Property"), which is located within the City; and

WHEREAS, on information and belief the Property is owned by Mr. George A. Henson (hereinafter "Owner"); and

WHEREAS, the Governing Body is reliably informed that the presence of the accumulated rubbish, wreckage and debris violates the City's ordinances relating to the use of residential property, prohibiting the accumulation and presence of materials that would inhibit reasonable egress from the Property and reasonable access to the property by the Fire Department in the event of fire or other emergency; and

WHEREAS, for the foregoing reasons the Governing Body finds that the presence of the accumulated rubbish, wreckage and debris constitutes a menace to the public comfort, health, safety and welfare, and may also be a fire hazard and the risk imposed on adjacent properties and public rights of way in the event of fire or other emergency, and must therefore be removed from the Property to protect the public health, safety and welfare; and

WHEREAS, the Governing Body has authority to require the removal and disposal of the accumulated rubbish, wreckage and debris from the Property pursuant to Section 3-18-5, NMSA 1978, and the procedures and safeguards set forth in this Resolution; and

WHEREAS, pursuant to Section 3-18-5(F) NMSA 1978, the costs incurred by the City for the removal and disposal of the accumulated rubbish, wreckage and debris shall constitute a lien on the Property where it is located, which lien may be foreclosed in accordance with Sections 3-36-1 through 3-36-6, NMSA 1978.

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

1. By this Resolution and in accordance with Section 3-18-5, NMSA 1978, Owner is ordered to promptly remove all accumulated rubbish, wreckage and debris from the Property and either dispose of it or, to the extent any of it may be usable for any purpose, Owner may store it safely in an appropriate legal location outside the City, or within the City in a location where storage of such materials is permitted under the City's Code of Ordinances and in accordance with the requirements of all applicable City ordinances.

2. Removal of the accumulated rubbish, wreckage and debris shall commence and be completed no later than ten (10) business days following service of this Resolution upon Owner, which service shall be deemed complete upon the mailing of a copy of this Resolution to Owner at his last known mailing address and the posting of a copy of this Resolution on the Property. The removal may also include any and all obstructions that may inhibit the City to perform its removal.

3. In the event that removal of the accumulated rubbish, wreckage and debris is not commenced and completed by or on behalf of Owner within the time period specified herein or such extension or extensions of time as may be lawfully required in accordance with Section 3-18-5, NMSA 1978, then the City Manager shall and is hereby instructed to cause the removal and disposal of the rubbish, wreckage and debris in the manner provided by Section 3-18-5, NMSA 1978. As provided in Section 3-18-5(F), the reasonable costs incurred by the City to remove and dispose of the rubbish, wreckage and debris, and thus to bring the Property into compliance with applicable City ordinances and regulations so that it no longer impairs the public health, safety and welfare, shall be a lien upon the Property and shall be foreclosed in the manner provided by Sections 3-36-1 through 3-36-6, NMSA 1978.

4. If the Owner or any occupant of the Property or agent of the Owner of the Property objects to this Resolution or any provision hereof, such Owner, occupant or agent may, within ten (10) days following service of this Resolution as provided herein, file written objections in the office of the City Clerk of the City of Truth or Consequences and the City will thereupon provide for a hearing before the Governing Body to consider this Resolution and the objections, in accordance with Section 3-18-5(D), NMSA 1978.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Truth or Consequences, New Mexico, this ___ day of _____, 2022.

APPROVED:

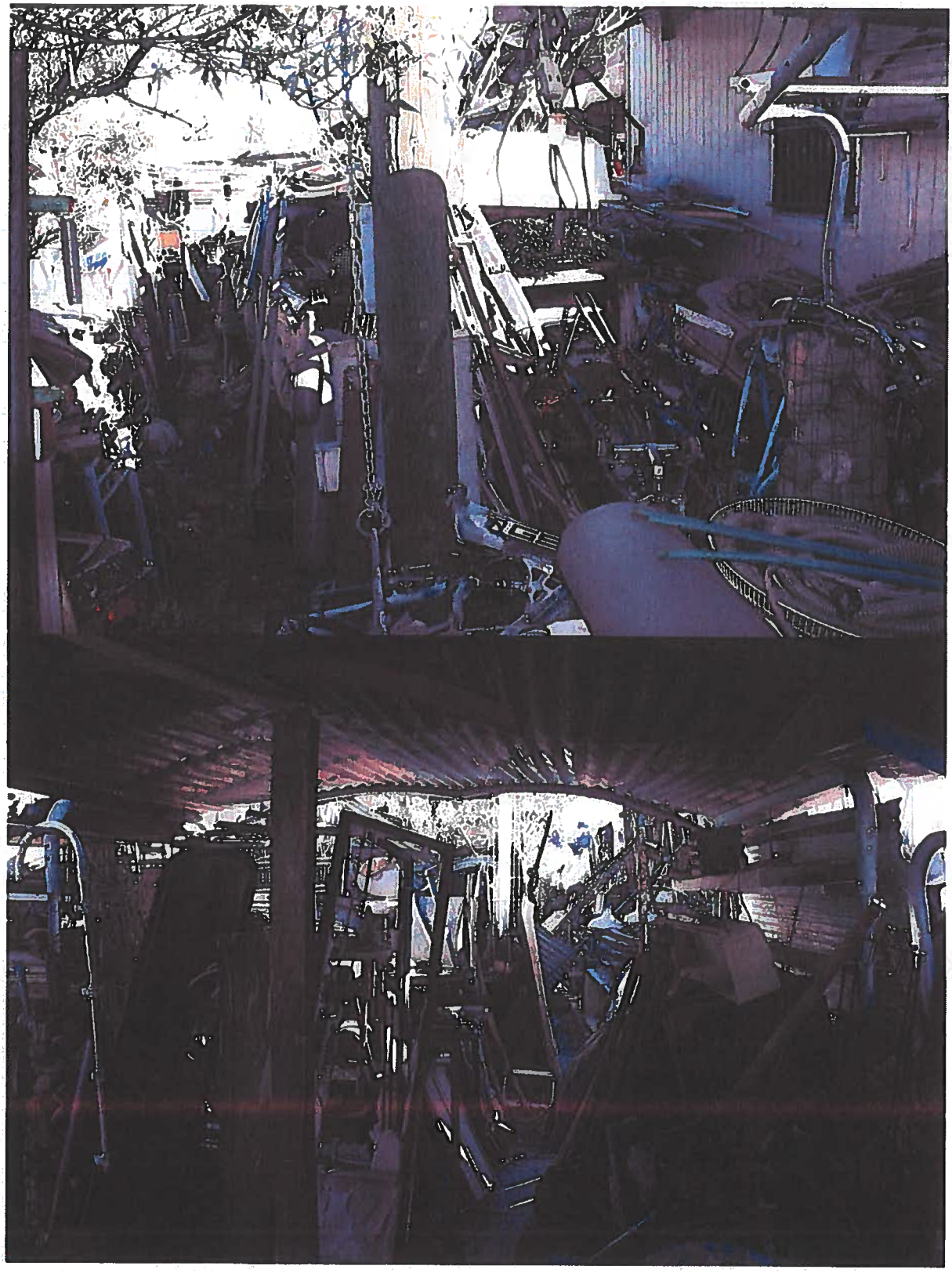
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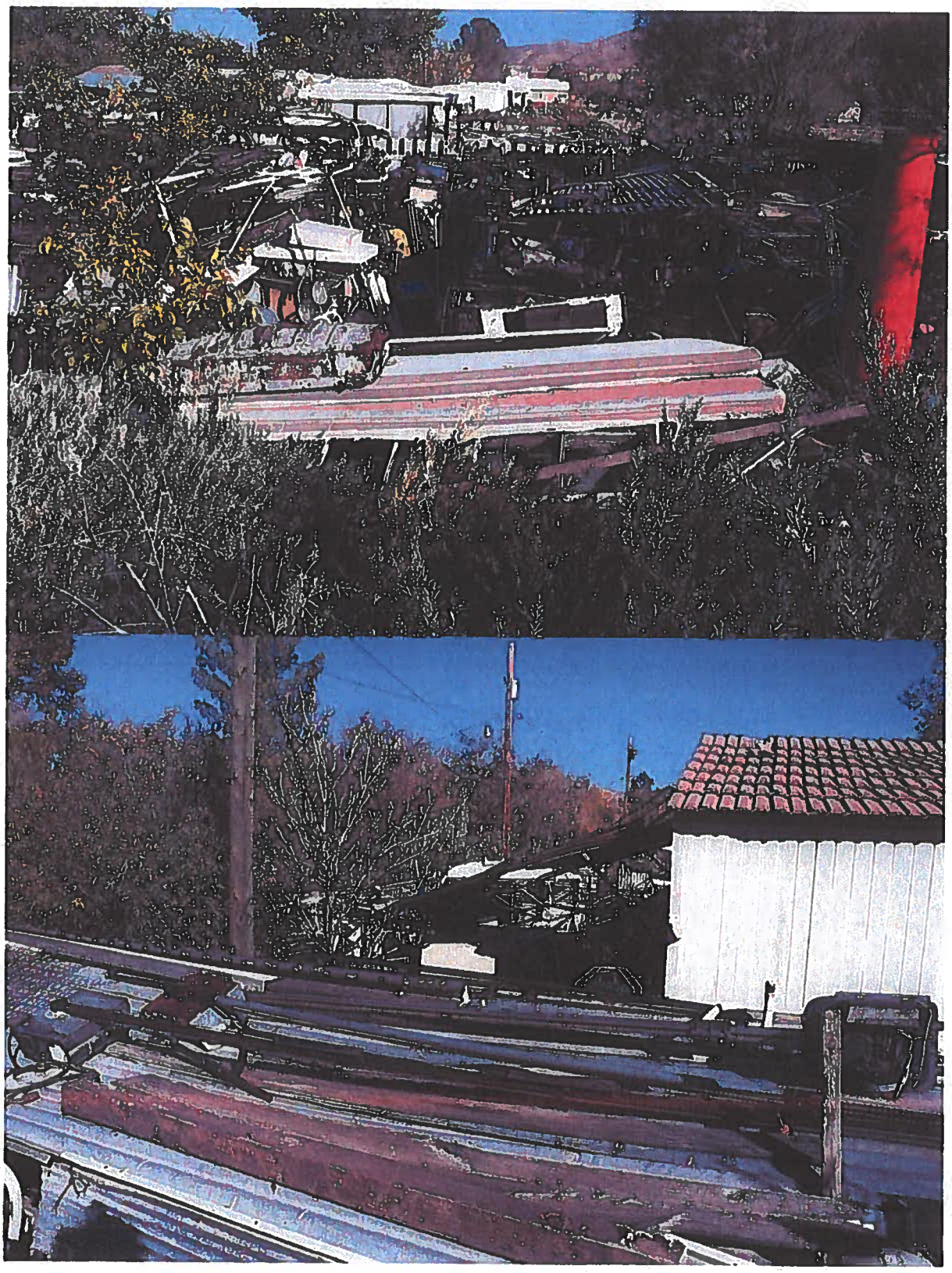
AMANDA FORRISTER – Mayor

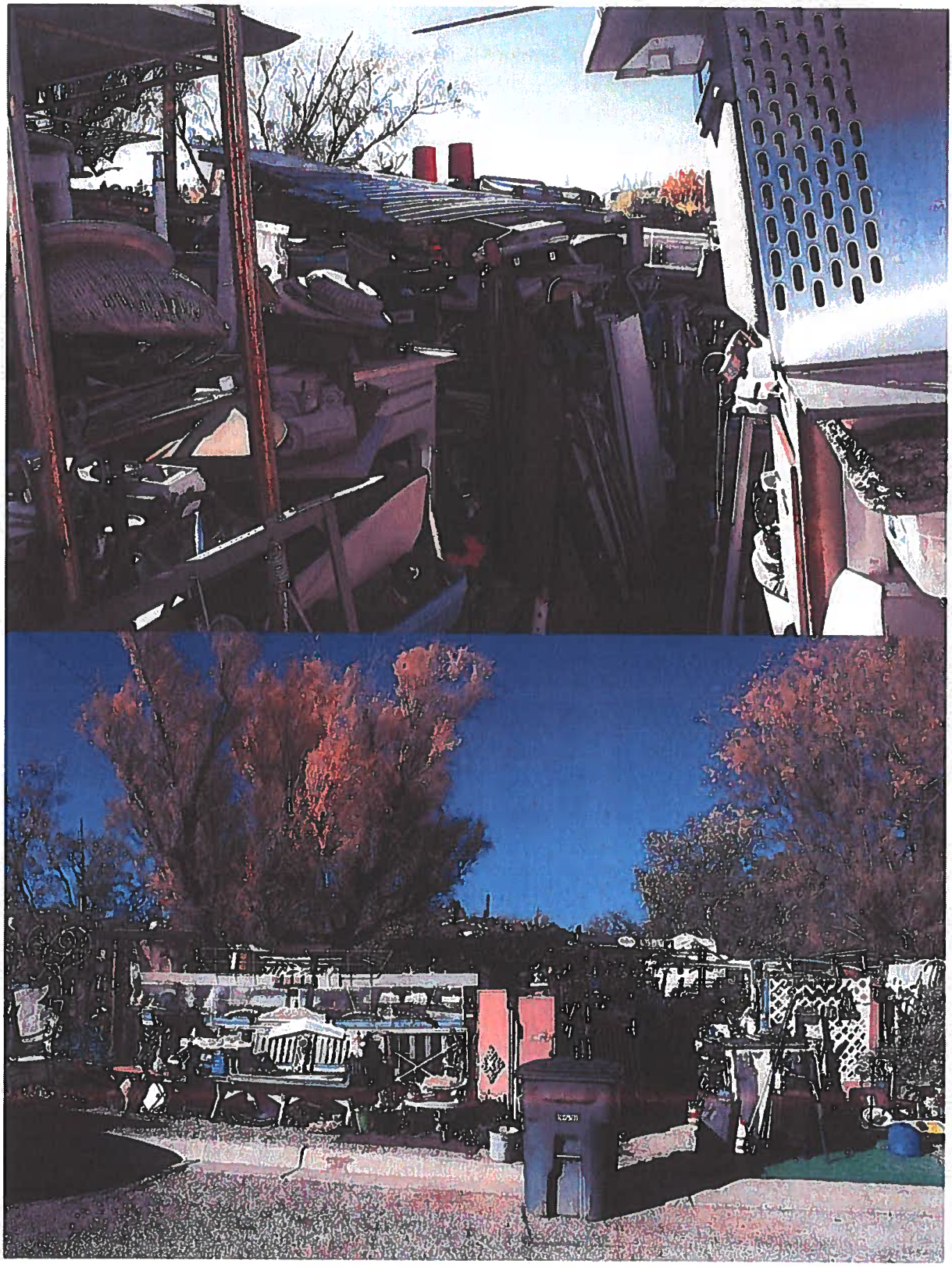
ATTEST:

_____

ANGELA TORRES –City Clerk

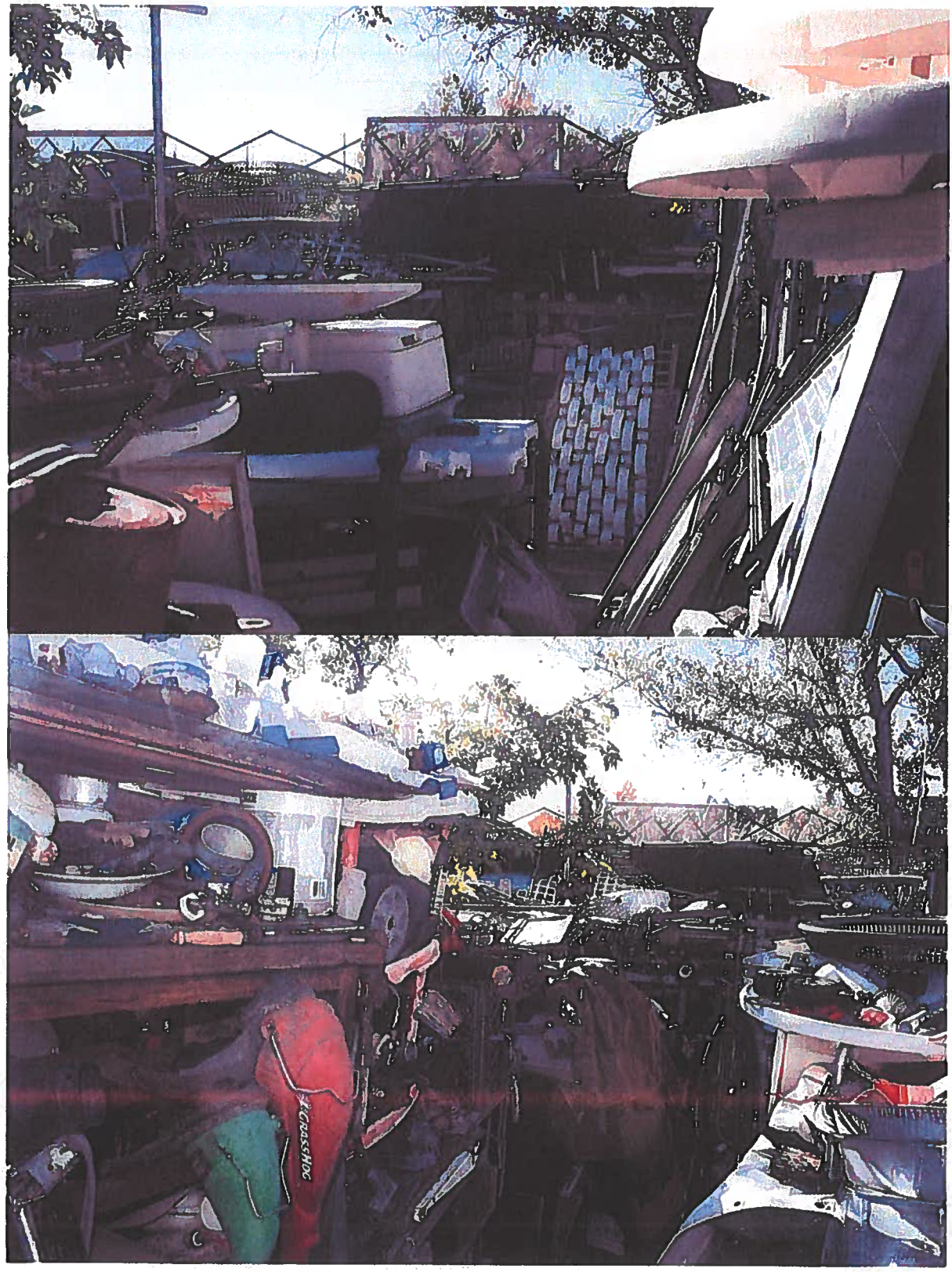


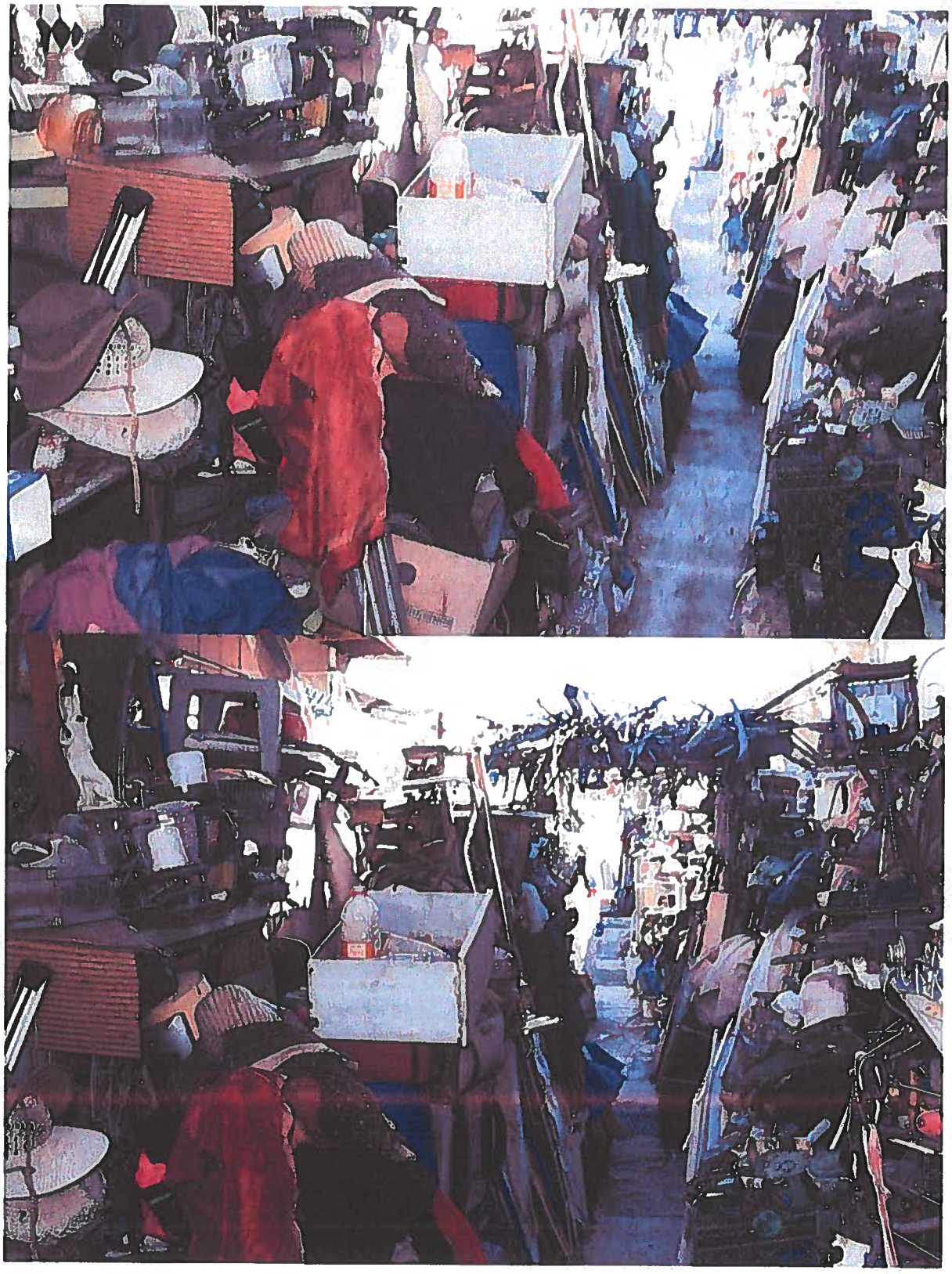


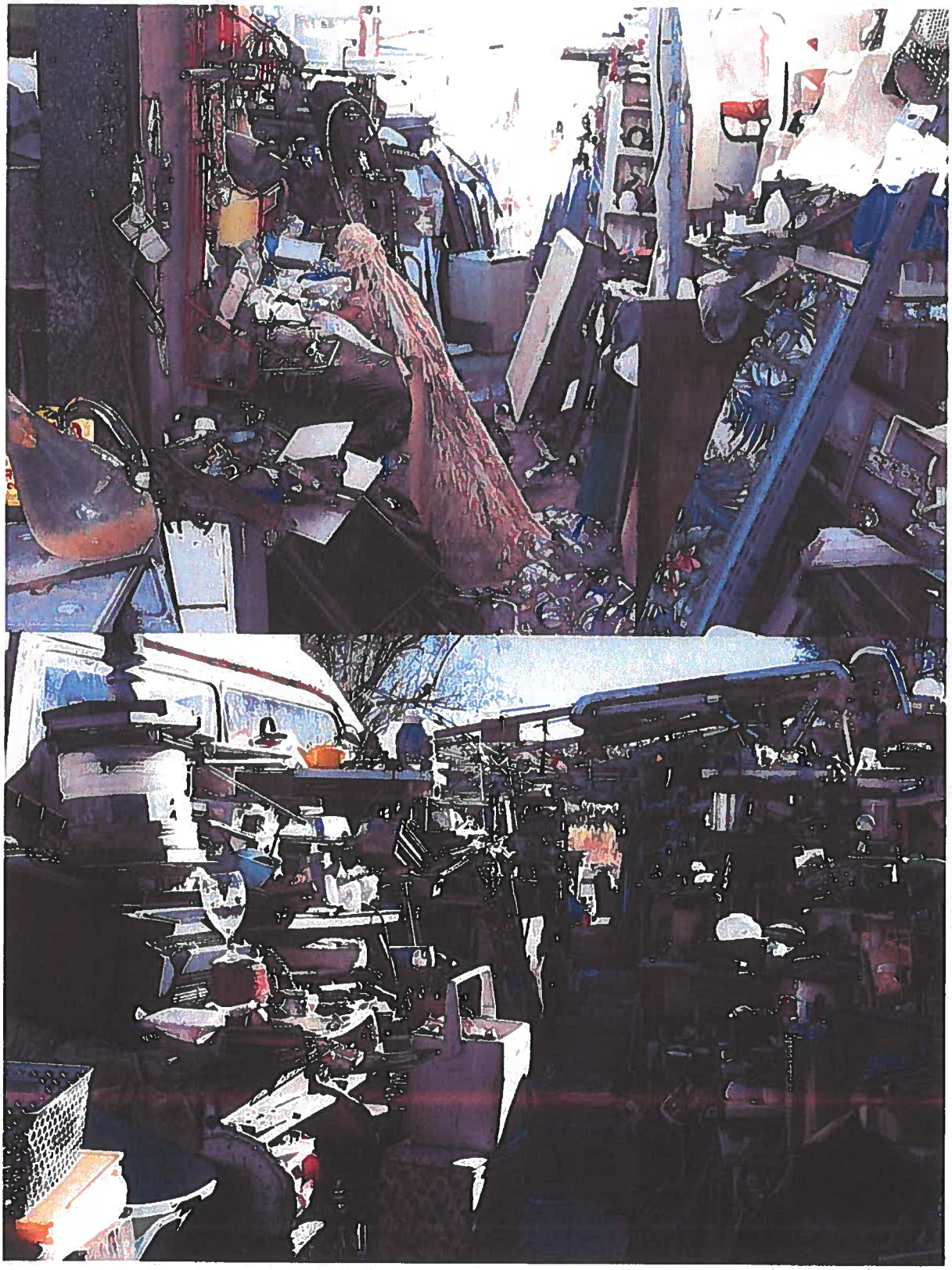







CRASSHOG





PURCHASE AGREEMENT

This purchase agreement is entered into on the 15th day of November, 2017 by and between **RAMONA SUE JOHNSON** (hereinafter referred to as "Seller") and the **CITY OF TRUTH OR CONSEQUENCES**, a municipal corporation (hereinafter referred to as "Buyer").

The parties agree as follows:

1. Seller agrees to sell, and the Buyer agrees to buy that certain 1999 Cavco Mobile Home VIN# CANVMB981202.

2. The full purchase price is $9,000.00 to be paid at the time Buyer signs this Purchase Agreement.

3. Buyer acknowledges receipt of the following documents form Seller: signed Bill of Sale, signed Title and a copy of a tax release from the county. In that event that the State of New Mexico Motor Vehicle Division determines that the other signed documents are necessary from the Seller, the Seller agrees to cooperate and sign the necessary documents .

4. Buyer shall be entitled to possession of the Mobile Home on or before February 5, 2018. While the Seller is in possession, the Seller agrees to maintain liability and casualty insurance on the premises and structures so as to protect the Buyer's interests. Seller shall provide a copy to the Buyer of the insurance policy's declaration page. Seller further agrees to hold the Buyer free and harmless from all property or bodily injury damage and to indemnity the City for any and all damages occurring during the Seller's possession.

5. The Seller warrants that it has clear title to the Mobile Home, free of all liens and encumbrances.

BUYER

Ramona S. Johnson
SELLER

(Acknowledgments Appear on the Following Page)

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: G.4

SUBJECT: Amendment to Resolution No. 68 21/22 City Park Rental Fees.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 10, 2022
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

On June 22, 2022 the Governing Body passed Resolution No. 68 21/22 related to City Park Rental Fees. We would like to amend the resolution to add a (***Non Commercial Use***) refundable deposit for the Healing Waters Plaza.

Recommendation:

Approval of Amendment to Resolution No. 68 21/22

Attachments:

- Resolution No. 68 21/22

-

Fiscal Impact (Finance): **N/A**

$0.00

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

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 11-16-2022

RESOLUTION NO. 68 21/22

A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION ADOPTING A RESOLUTION FOR FEES, DEPOSITS AND REGULATIONS FOR USE OF THE CITY PARKS.

WHEREAS, the City of Truth or Consequences operates and maintains various City Parks, Rodeo Arena, Sports Complex, Tennis Courts, etc., and;

WHEREAS, the City of Truth or Consequences operates and maintains the City Parks for the enjoyment of the public, and;

WHEREAS, the City Parks are sometimes used by the public for commercial or private purposes, and;

WHEREAS, the City of Truth or Consequences finds it necessary to collect fees, and deposits in order to cover operational costs, and to provide on-going maintenance of the City Parks:

The following are the fees and deposits the City will charge for use of the City Parks:

Those who wish to use a park on a first come, first serve basis are not required to pay a user fee. However, private and commercial events that are expected to bring in a large number of people will be required to pay user fees.

RALPH EDWARDS PARK:

Reserving a Park Shelter: ***(Utilities Not included)***	Small Shelter - up to 2 hours: $20.00 2 hours to 4 hours: $30.00 4 hours to all day $40.00 (Refundable Deposit) per rental: $25.00 Large Shelter: up to 2 hours: $25.00 2 hours to 4 hours: $35.00 4 hours to all day: $45.00 (Refundable Deposit) per rental: $25.00
Reserving Gazebo: **(Utilities not included)**	Up to 4 hours: $30.00 4 hours to 8 hours: $50.00 (Refundable Deposit) per rental: $25.00
Use of Utilities:	Electricity: $7 per outlet per day $50 per day south pedestals Water Fees: $10 single hose bib per day $25 per event (Multiple hose bibs)

Commercial Event Application:	Event Reservation: $50.00 Electricity: $50.00 per event Water Fees: $10.00 per hose bib per day (Refundable Deposit) per reservation: $100.00 ***Does not include group shelters or Gazebo***

- Set-up and tear-down will be the responsibility of the renter.
- **JUMPING BALLOONS ARE NOT PERMITTED AT RALPH EDWARDS PARK.**

FAMILY PARK:

Reserving a Park Shelter: (***Utilities not included***)	Small Shelter - up to 2 hours: $20.00 2 hours to 4 hours: $30.00 4 hours to all day $40.00 (Refundable Deposit) per rental: $25.00 Large Shelter - up to 2 hours: $25.00 2 hours to 4 hours: $35.00 4 hours to all day $45.00 (Refundable Deposit) per rental: $25.00
Use of Utilities:	Electricity: $7 per outlet per day
Commercial Event Application:	Event Reservation: $50.00 Electricity: $35.00 per event (Refundable Deposit) per reservation: $100.00 ***Does not include group shelters***

- Set-up and tear-down will be the responsibility of the renter.
- Jumping balloons for commercial use require a Commercial Event Application, Business License, and proof of Liability Insurance.

HEALING WATERS PLAZA:

Reserving the Pergola: (***Utilities not included***)	Up to 2 hours: $25.00 2 hours to 4 hours: $35.00 4 hours to all day: $45.00
Deposit (Non-Commercial Events)	**Refundable Deposit fee Per Rental:**
Use of Utilities:	Electricity: $7 per outlet per day

Commercial Event Application:	Event Reservation: $50.00 (**Does not include pergola**) Electricity: $50.00 per event (Refundable Deposit) per reservation: $100.00

- Set-up and tear-down will be the responsibility of the renter.

EVELYN RENFRO PARK:

USE OF UTILITIES:	Electricity: $7 per outlet per day Water Fees: $10 single hose bib per day

LOUIS ARMIJO SPORTS COMPLEX :

Use of Field Lights:	$25.00 per day
Men/Women Sports Leagues:	$150.00 per team per season (includes Field Lights)
Youth League Teams:	$100.00 per team per season (includes Field Lights)
Guest Tournaments (Men/Women):	$200.00 (Up to 3 consecutive days)
Refundable Deposit:	$50.00 per event
Use of Conference Room:	$15.00 per hour up to 3 hours $50.00 over 3 hours (Refundable Deposit) per rental $25.00

- Adult Sports Leagues must submit By-Laws with application for season use.
- A season being: spring, summer, fall, winter (3-4 Months).
- All leagues must provide a season schedule at the time event is booked.
- Set-up and tear-down will be the responsibility of the renter.

ROTARY PARK:

Reserving a Park Shelter:	Small Shelter - up to 2 hours: $20.00 2 hours to 4 hours: $30.00 4 hours to all day $40.00 (Refundable Deposit) per rental: $25.00 Large Shelter - up to 2 hours: $25.00 2 hours to 4 hours: $35.00 4 hours to all day $45.00

(Refundable Deposit) per rental: $25.00

Use of Utilities:	Electricity: $7 per outlet per day
Commercial Event Application:	Event Reservation: $50.00 Electricity: $35.00 per event (Refundable Deposit) per reservation: $100.00 ***Does not include group shelters***

- Set-up and tear-down will be the responsibility of the renter.

TENNIS COURTS:

Use of tennis court lights:	$10.00 per use (no later than 11 PM)
Reserving the tennis courts:	two court enclosure- $20.00 per day (Refundable Deposit) per rental: $25.00

RODEO ARENA:

Use of Arena Lights:	$25.00 per day
Use of Arena:	$100 per event $40 Local Youth Group
Refundable Deposit	$100.00 per event
PA System:	$25.00 per day (if available)
Additional Tractor Work:	$100.00 per day
Overnight use of stalls:	$10 per stall per night + $25 single fee deposit
RV Hookup:	$20 per RV Hookup per day (electricity and water)

Liability Insurance Certificate: Renters may be required to submit a Certificate of Liability Insurance naming the City of Truth or Consequences as additional insured for a minimum of $1,000,000 Per Occurrence. A Hold Harmless Agreement is required to be signed by all applicants.

Additional Items:

Bleachers:	$50.00 per set (includes delivery)
Folding Chairs:	$1.00 per chair
Tables:	$5.00 per table

(Refundable Deposit) per rental $50.00

A Commercial Event Application: is for the use of a portion of a park for events that are expected to draw a large number of people due to their nature, interest, location, promotion, or any combination of similar influences that are to be held in a City Park. This includes but not necessarily limited to vendors, festivals, solicitations, or performances. Vendors selling goods on public property must have a City business license. **All Commercial Event Applications must be approved by the City Manager.**

The cleaning/damage deposit will be deposited in a City account, and will be refunded if the facility is cleaned after the event and the facility has been returned to prior condition to the satisfaction of the City. If the amount of deposit is greater than the cost of cleaning or damage, the difference will be refunded. If the cost of cleaning or damage is greater than the amount of deposit the renter will be charged accordingly.

Note: The City Manager or his/her designee may impose other use regulations as he/she may deem necessary as long as those regulations do not subvert the intent of this policy. Any complaints for public affray may affect your ability to use City Parks.

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

BE IT FURTHER RESOLVED that nothing in the Resolution shall prohibit the use or access of City Parks by the public at large for free.

PASSED, APPROVED AND ADOPTED this 22nd day of June, 2022.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By: _____
Amanda Forrister, Mayor

ATTEST:

_____
Angela A. Torres, City Clerk-Treasurer

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: H.1

SUBJECT: Approval of Purchase Requisitions Over $20,000
DEPARTMENT: Finance
DATE SUBMITTED: November 8, 2022
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager

Summary/Background:

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

Recommendation:

Approval Recommended by Finance Director

Attachments:

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

Fiscal Impact (Finance): **Yes**

As Per Total on Listing of Purchase Requisitions

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 11-16-2022

PURCHASE REQUISITION APPROVAL **2022-23 Fiscal Year**

COMMISSION MEETING 11-16-22

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
88848	WILSON & COOMPANY, INC.	LEE BELLE JOHNSON BUILDING ASSESSMENT	Traci Alvarez	CMO	$ 20,031.84	
					$ 20,031.84	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Amanda Forrister, Mayor Date

WILSON &COMPANY
HIGHER RELATIONSHIPS

4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
505 348 4000 (phone)
505 348 4055 (fax)
wilsonco.com

November 8, 2022

Bruce Swingle
City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Re: Scope & Fee Proposal – Lee Belle Johnson Building– Facility Assessment – Architectural & Engineering Design Services under the current on-call agreement #2160000300

Dear Mr. Swingle,

Thank you for reaching out to us to assist you and the City of Truth or Consequences with the Facility Assessment for the Lee Belle Johnson Center. We have outlined our understanding of your design professional needs and we appreciate the opportunity to assist the City of Truth or Consequences. This letter outlines our understanding of your expectations to best serve your needs and the needs of your community.

Understanding of the Scope:
The city has requested design professional services in the form of a facility assessment of the Lee Belle Johnson Building located at 301 S Foch St, Truth or Consequences, NM 87901. Built as part of the WPA program in 1935 and built in the Pueblo Revival style, the building now serves as the Geronimo Trail National Scenic Byway Visitor's Center and the interim Spaceport America Tour and Visitors Center.

Our understanding of the overall scope will be to visually inspect (non-destructive) and assess the general condition of the building. Our findings will be provided in a written Building Conditions Assessment Report.

The report will consist of an executive summary that describes the substructure, shell, interiors, services, equipment & furnishings, special construction, site, and notable code issues. The report will address probable short and long-term capital expenses necessary to correct structural or building integrity issues and possible cost considerations to bring the building up to current code requirements.

The codes referenced would be the 2015 New Mexico Commercial Building Codes, 2015 International Existing Building Code, 2018 Energy Conservation Code, ICC A117.1-2009 Accessible and usable buildings and facilities (ICC A117.1).

We have included services for consultation with a mechanical, electrical, and structural engineer as part of our fee. Our proposal would be to perform the work on a Time & Materials basis with a not to exceed amount shown below (NMGRT excluded).

T & M (Not to Exceed)	$	17,800.00
Estimated Reimbursables[1]	$	668.00
Subtotal	$	18,518.00
NMGRT @ 8.1875%	$	1,513.84
Total Purchase Order Amount:	$	20,031.84

Note[1]: Reimbursable Cost include the following:

Travel

Mileage: 3 Trips x 182.66 each =	$548.00
Meals: 4 Meals x $30.00 each =	$120.00
Total Travel:	$668.00

Schedule
Upon written authorization to proceed we would schedule the building site visit within 2 weeks. The draft report would be issued within 3-4 weeks after the site visit and the final report within 2-3 weeks after receipt of comments.

Exclusions:

1) Detailed measurements and as-constructed drawings such as floor plans, sections, or elevations (CAD or BIM).
2) Comprehensive code compliance review.
3) Comprehensive accessibility compliance review.
4) Detailed cost estimating.
5) Destructive testing or investigation.
6) Concealed conditions assessment.
7) These assessments do not include strategies or recommendations for green building approaches, Leadership in Energy and Environmental Design (LEED) building rating considerations, life cycle cost analysis, Department of Energy reports/analysis (DOE-2), or additional engineering services pertaining to sustainable, energy modeling or green applications.
8) Hazardous materials testing.
9) Environmental assessments.

Some of these services are available and negotiable, however, are excluded from this proposal at this time.

Please contact us should you have any questions. Our Wilson & Company design team is ready to review the services outlined in this proposal and will be available to answer any questions you may have. Please contact us directly as required. Thank you for this opportunity!

Sincerely,

Michael Wright, AIA, Principal In Charge
Associate Vice President
505-348-4079

The City of Truth or Consequences agrees with the scope as outlined above and requests that Wilson & Company proceeds with the Work without delay. The City of Truth or Consequences will issue a P.O. under the current on-call agreement ##2160000300 for these services.

Signature: _____ Title: City Manager

Name: Bruce Swingle Date: _____

REQUISITION

Requisition #: 88848

Date: 11/08/2022

Vendor #: 7982

ISSUED TO: WILSON & COMPANY, INC. ENGINEEI
4401 MASTHEAD ST NE SUITE 150
ALBUQUERQUE, NM 87109-

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

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	LEE BELLE JOHNSON BUILDING-FACILIT		0.00	101-1010-48598	18,518.00
2	0	NMGRT		0.00	101-1010-48598	1,513.84

PO Description: LEE BELLE JOHNSON BUILDING-FACILITY ASSESSMENT

Detailed Description:

Authorized By: _____

SUBTOTAL:	20,031.84
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	20,031.84

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: H.2

SUBJECT Extension on Contract with Tech 45 Airport Management (Formerly Known as Tech 45 Enterprises
DEPARTMENT: Finance
DATE SUBMITTED: October 27, 2022
SUBMITTED BY: Mindee Holguin, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

The City is working on a Request for Information and a Request for Proposals for Airport Management Services. The City currently has an airport management contract in place with Tech 45 Airport Management from 7/1/22 through 12/31/22. Until a Request for Proposals can be issued and to maintain services at the airport, the City would like to extend the Airport Management contract from January 1, 2023 until June 30, 2023. The contract from 7/1/22 through 12/31/22 was $21,000 plus gross receipts tax. This contract will also be for $21,000 plus gross receipts tax. Total contract $42,000 plus gross receipts tax. The purchase falls under small procurement of professional services.

Recommendation:
Staff recommends approval in order to continue services at the Airport.

Attachments:

- Contract extension with Tech 45 Airport Management 01/01/2023 through 06/30/2023
- Original contract with Tech 45 Enterprises 3/1/2021 through 6/30/2021

Fiscal Impact (Finance): **Yes**
$21,000 plus estimated gross receipts tax 1,837.50 for a total of $22,837.50

Legal Review (City Attorney): **Yes**

Legal Counsel has reviewed contract and extensions.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐Other: Click here to enter text.
File Name: CC Agendas 11-16-2022

EXTENSION OF
AIRPORT MANAGEMENT CONTRACT

This Extension of Airport Management Contract is entered into by and between the **CITY OF TRUTH OR CONSEQUENCES,** a Municipal Corporation (hereinafter called "City") and **TECH 45 AIRPORT MANAGEMENT (FORMERLY KNOWN AS TECH 45 ENTERPRISES)** (hereinafter called "Contractor").

RECITALS

A. The parties entered into an Airport Management Contract which sets forth a Time of Performance for a three (3) month period commencing on July 1, 2021 and ending on September 30, 2021.

B. The parties entered into an extended contract for an additional three (3) month period from October 1, 2021 through December 31, 2021.

C. The parties entered into an extended contract for one additional month from January 1, 2022 through January 31, 2022.

D. The parties entered into an extended contract for five (5) additional months from February 1, 2022 to June 30, 2022.

E. The parties entered into an extended contract for six (6) additional months from July 1, 2022 to December 31, 2022.

The parties desire to extend the Airport Management Contract for six (6) additional months beyond the December 31, 2022 expiration date.

NOW THEREFORE, both parties do mutually agree as follows:

1. The Airport Management Contract shall be extended for six (6) months commencing on January 1, 2023 and ending on June 30, 2023.

2. The same terms and conditions as set forth in the Airport Management Contract shall remain in full force and effect during the extended term.

3. Compensation: Twenty one thousand dollars ($21,000) plus NMGRT.

Termination: As stated in the original contact, the agreement can be terminated by either party with 30 day's written notice.

CITY OF TRUTH OR CONSEQUENCES
505 Sims Street
Truth or Consequences, NM 87901

_____
CITY MANAGER

_____
DATE

CONTRACTOR
TECH 45 AIRPORT MANAGEMENT

_____
CHAD ROSACKER

_____
DATE

AIRPORT MANAGEMENT CONTRACT

This Agreement for services is by and between the **City of Truth or Consequences** (hereinafter called "**City**"), and **TECH 45 SERVICES, LLC** (hereinafter called "**Contractor**").

WHEREAS the City wishes to engage the Contractor to provide management services for operation of the Truth or Consequences Municipal Airport.

NOW THEREFORE the parties do mutually agree as follows:

Scope of Services: The City agrees to engage the Contractor and the Contractor hereby agrees to perform all duties and requirements as detailed in **Exhibit 1.**

Time of Performance: The contract shall be for a four (4) month period commencing on March 1, 2021 and ending on June 30, 2021 and terminated by either party with 30 day written notice.

Compensation and Method of Payment: For performing the services specified in the Scope of Services, the City agrees to pay the Contractor:

A. $3,500.00 plus NMGRT per month to be paid on or before the 15th day of each month. Contractor will be required to submit monthly certifications that he fulfilled all of the necessary services described in Exhibit 1 with a monthly invoice for services rendered.

B. Sole use of the "Pippen" hangar at no charge to the Contractor during the four (4) month period. Thereafter, Contractor may rent the hangar for $2,000.00 per year subject to the parties' right to re-negotiate these terms at any time after January 2022.

Independent Contractor: Neither the Contractor or its employees are considered to be employees of the City of Truth or Consequences for any purpose whatsoever. The Contractor is considered an independent contractor at all times in the performance of the services described in the Scope of Services. The Contractor further understands that he is not 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 of the City as described in its Employee Personnel Manual.

Taxes: Contractor acknowledges that he is responsible for the payment of all income taxes, gross receipt taxes and other deductions by law for any compensation received by the City.

Discrimination Prohibited: In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

ADA Requirement: In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify

and hold harmless the City, its officials, agents, and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

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 in this Agreement. (additional requirements may be added)

Establishment and Maintenance of Records: Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided to the City as directed by the City Manager.

Publication, Reproduction and Use of Materials: No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

Enforcement: In case of a dispute, the Contractor and the City agree to divide all costs and expenses including reasonable attorney's fees incurred by the prevailing party in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

Worker's Compensation: The Contractor agrees to comply with state laws and rules applicable to worker's compensation benefits for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, this agreement may be terminated by the City.

Other Insurance: Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

Safety: Contractor shall abide by the policies, rules and guidelines required by the City of Truth or Consequences employees when on City property for the purposes of this Agreement.

Confidentiality: Contractor shall be bound by the confidentiality requirements of §7-1-8 NMSA, 1978. 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 prior written approval by the City Manager of the Governing Body of the City of Truth or Consequences.

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 services required by this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act. Contractor also agrees that they shall not represent any person, company or otherwise that would create a conflict of interest for the term of this Agreement.

Assignment: Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without the written consent of the City.

Amendment: This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

Entire Agreement: This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

CITY OF TRUTH OR CONSEQUENCES

505 Sims Street
Truth or Consequences, NM 87901

CITY MANAGER

CONTRACTOR

TECH 45 SERVICES, LLC

CHAD ROSACKER

EXHIBIT 1

SCOPE OF SERVICES:

- Supervises, selects, trains, directs, and evaluates department personnel; monitors all activities and operations of the department; sets goals and objectives and establishes guidelines for performance; makes recommendations for hiring and termination; prepares assignments for Airport Attendants.
- Directs and participates in the recruitment, selection, training, supervision, and development of all Airport staff, either directly of through subordinates.
- Plans, manages, and monitors the proper allocation and utilization of staff according to projected needs and directives.
- Supervises acquisition, planning, design, construction, and maintenance of airport facilities; coordinates, and shares resources with other City Departments on maintenance and special repair projects.
- Evaluates & inspects the cleanliness and effectiveness of the airport areas, facilities, and services.
- Studies local conditions, communicates with user groups, and develops immediate and long range plans to meet airport needs of all age groups.
- Responsible for following City procurement procedures when obtaining price quotes(s) as needed for requisitions, to place orders and maintain supplies and equipment, for efficient airport operations.
- Prepares and manages annual budget for the airport program functions; approves purchase of supplies and operating inventory for recreation programs; develops alternative funding sources for programs and improvements.
- Attends regular Airport Advisory Board meetings and reports recommendations and direction to the City Manager.
- Advises the City Manager of the direction of long-term strategic planning for the City Airport.
- Oversees marketing of the airport programs, including posting on the City of Truth or Consequences website.
- Researches grant opportunities and assists with grant applications for the betterment of the airport and related community facilities.
- Coordinates facilities and programs with department staff and other agencies and organizations.
- Performs public relation duties; responds to complaints; prepares news releases and information and marketing bulletins, or other publicity on airport activities; identifies and works diligently to meet the airport needs.
- Perform Economic Development to recruit business and hangar rental Property Management to ensure City/tenant relationships are maintained for the good of the City.
- Interact directly with pilots, tenants, emergency crews, and the public.
- Represents City as necessary for Airport operations.
- Performs Attendant duties as necessary.
- Fueling and minor servicing of various types of aircraft.

- Airport and aircraft services, such as: radio communications with aircraft, providing local surface weather and area traffic advisories, parking aircraft using hand signals, and logging aircraft landings.
- Sales of incidental items.
- Cash handlining operations, to include credit card cars sales, and daily reconciliation and reporting.
- Maintain fuel logs, measure fuel tanks, test fuel for contaminants, and order fuel as needed.
- Read and communicate monthly well readings.
- Responsible for performing and ensuring all equipment, tools and machinery are in clean and safe operating condition, including having a scheduled maintenance program.
- Maintain assigned vehicle(s) by inspecting, servicing, cleaning, and general housekeeping.
- Performs minor facility and grounds maintenance.
- May be required to perform other duties outside the scope of this agreement.
- On site management will be expected on Fridays, Saturdays, and/or Sundays, a minimum of three (3) weekends per month.
- Weekly hours put into the airport are minimum twenty (20) in addition to being on call on weeknights and available at all times while tending to Tech 45 Enterprises business at the airport
- On call Monday through Thursday 4:30 p.m. through 3:00 a.m.
- Work will be a combination of on-site and remote.

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: H.3

SUBJECT: Contract renewal with WHPacific, Inc.
DEPARTMENT: Finance
DATE SUBMITTED: November 10, 2022
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, 2022 thru November 16, 2023.
- -

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.
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CITY OF TRUTH OR CONSEQUENCES

PROFESSIONAL SERVICESCONTRACT

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, 2022** and ends on **November 16, 2023.** 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, ANDWARRANTIES

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. INDENMIFICATION/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' 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: (I) 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 contact 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 form 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 1016Al, 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 ANDSEVERABILITY

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 ANDDEFENSES

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 **November 16, 2022.**

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 governmentagencies.

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: November 16, 2022

Agenda Item #: H.4

SUBJECT: Chief of Police Contract
DEPARTMENT: City Manager's Office
DATE SUBMITTED: November 3, 2022
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

Approval of employment contract for Chief of Police between the City of Truth or Consequences and Luis Tavizon.

Recommendation:

Approval of contract.

Attachments:

- Police Chief Employment Contract.
  -

Fiscal Impact (Finance): **Yes**

$83,852.00

Legal Review (City Attorney): **Yes**

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 11-16-2022

POLICE CHIEF EMPLOYMENT CONTRACT

THIS CONTRACT, made and entered into this 21st day of November 2022 by and between the City of Truth or Consequences, hereinafter called *"Employer"* and Luis Tavizon hereinafter called *"Employee,"* both of who understand as follows:

RECITALS

WHEREAS, the Employer desires to employ the services of the Employee as the Chief of Police of the City as provided by City Ordinance; and

WHEREAS, it is the desire of the Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Employer to 1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, 2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, 3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and 4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to disability or incapacity or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as Chief of Police of said City;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. DUTIES

Employer hereby agrees to employ said Employee as Chief of Police of said Employer to perform the functions and duties specified in State Statute, City Ordinance, and to perform other legally permissible and proper duties and functions as established in the position description hereto attached as Exhibit "A" and other duties as the Employer shall from time to time assign.

II. TERM

A. Nothing in the Contract shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in §III, Paragraphs A and B of this Contract.

B. Nothing in this Contract shall, prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in §III, Paragraph C of this Contract.

C. The term of this contract will be for a period of two (2) years from the 21st day of November 2022 through the 31st day of October 2024. This Contract may be renewed upon the mutual consent of the parties for up to three (3) additional biennial terms.

D. Employee agrees to remain in the exclusive employ of the Employer until the termination of this agreement, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereafter provided.

III. TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the employer after the commencement of this Contract, and before expiration of the aforesaid term of employment, then, in that event, Employer agrees to pay Employee a lump sum cash payment equal to two (2) months' salary; provided, however, that in the event Employee is terminated because of his engaging in any illegal act of a serious nature or other conduct detrimental to the City, then in that event, Employer shall have no obligation to pay the aggregate severance pay designated in this paragraph.

B. In the event Employer at any time during the term of this Contract, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any provision benefiting Employee herein, or the Employee resigns following a suggestion whether formal or informal, by the Employer that he resign, then in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the severance pay provision.

C. In the event Employee voluntarily resigns his position with Employer before the expiration of the aforesaid term of his employment, then Employee shall give Employer a thirty (30) day notice in advance unless the parties otherwise agree.

IV. SALARY and COMPENSATION

A. Employer agrees to pay Employee for his services rendered pursuant hereto at the rate of eighty-three thousand eight hundred and fifty two dollars ($83,852.00), plus standard employee benefits, payable in installments at the same time as other employees of the Employer are paid.

V. PERFORMANCE EVALUATION

A. The Employer shall review and evaluate the performance of the Employee at least twice annually. Said review and evaluations shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to, or deleted from, as the Employer may, from time to time determine, in consultation with the Employee. The City Manager, will, as a joint effort compile an evaluation of the employee. The City Manager

shall then communicate with the employee and provide him with a copy of the written evaluation.

B. Annually, the Employer and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Employer's policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced in writing. They shall be generally obtainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In affecting the provisions of this Section, the Employer and Employee mutually agree to abide by the provisions of applicable law.

VI. AUTOMOBILE

Employee's duties require that he shall have the exclusive and unrestricted use, for official business, at all times during his employment with Employer of an automobile provided to him by the Employer. Employer shall be responsible for paying for liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair and regular replacement of said automobile.

VII. VACATION, SICK and OTHER LEAVE

A. Employee shall accrue, and have accredited to his personal account, vacation and sick leave at the same rate as other general employees of the Employer. It is acknowledged that Employee shall be entitled to the paid holidays as other general employees.

B. Employee shall be entitled to other leave time, such as military reserve leave time, pursuant to State Law, City Ordinance and/or Employer policy.

VIII. RETIREMENT

Employee, by virtue of his employment, will be required to participate in the State Public Employees Retirement Association program and payments for Employee will be deducted from his salary, the same as provided other employees of the City.

IX. DUES and SUBSCRIPTIONS

Employer agrees to budget as feasible, for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

X. PROFESSIONAL DEVELOPMENT

A. Employer agrees to budget for and to pay the mileage and per diem expenses of Employee for professional official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer. These events include national, regional, state and local governmental groups and committees of which Employee serves as a member, or which would be beneficial to the Employer. Employee will be paid said expenses pursuant to the City's Travel or Mileage and Per Diem Regulation (As to state policy on subject, see DFA Rule 92-1).

B. Employer also agrees to budget and to pay for mileage and per diem expenses of Employee for courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

XI. INDEMNIFICATION

Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of Police, Employer, or its insurer, will comprise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

XII. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law, ordinance or policy.

XIII. OTHER TERMS and CONDITIONS OF EMPLOYMENT

A. The Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, City Ordinance or any other law.

B. All provisions of City Ordinances, Resolutions, Rules and Regulations of the Employer relating to vacation, sick leave and other authorized leaves, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist, or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment.

XIV. NO REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Contract reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

XV. NOTICES

Notices pursuant to this Contract shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer	*Employee*
City Manager, City of Truth or Consequences 505 Sims Street Truth or Consequences, NM 87901	Luis Tavizon 1480 Solana Rd SW Deming, NM 88030

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

XVI. GENERAL PROVISIONS

A. The text herein shall constitute the entire Contract between the parties.

B. This Contract shall be binding upon, and insure to the benefit of, the heirs at law and executors of Employee.

C. The Contract will be effective commencing the _____.

D. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Signed and executed on this ___ day of November 2022.

_____	_____
Bruce Swingle, City Manager	Luis Tavizon, Employee
Attest:	**Approved as to form:**
_____	_____
Angela Torres, City Clerk	Jaime F. Rubin, City Attorney

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: H.5

MEETING DATE: November 16, 2022

SUBJECT: United States Department of the Interior Bureau of Land Management Right-of-Way Grant-Serial Number NMNM076517
DEPARTMENT: City Manager's Office
DATE SUBMITTED: November 3, 2022
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

Grant offer (BLM Form 2800-14) for a right-of-way (ROW) and access road for the City of Truth or Consequences.

Recommendation:

Approval of Grant Offer.

Attachments:

- Submitted packet.
- -

Fiscal Impact (Finance): **No**

Exempt

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 11-16-2022

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Las Cruces District Office
1800 Marquess Street
Las Cruces, New Mexico 88005
https://www.blm.gov/new-mexico

In Reply Refer to:
NMNM 076517
2800 (L0310)

SURNAME
Initials/Date DM 10/20/22
Initials/Date ah 10/20/22
Initials/Date (for DW
Initials/Date
Initials/Date

CERTIFIED--RETURN RECEIPT REQUESTED
7019 0160 0000 8345 7089

City of T or C
Attn: Mr. Benny Fuentes
505 Sims St.
T or C, NM 87901

Dear Mr. Fuentes:

Enclosed are two copies of an unsigned grant offer (BLM Form 2800-14) for a right-of-way (ROW) and access road for the City of Truth or Consequences.

The subject ROW, identified in the BLM's case records as NMNM 076517, involves approximately 24.77 acres of public land located within the following Public Land Survey System subdivision:

New Mexico Principal Meridian, Sierra County, New Mexico
T. 12 S., R. 05 W.,
sec. 23, NE1/4SW1/4 and NW1/2SW1/4.
T. 12 S., R. 05 W.
Sec. 25 SWNE, N2NW, SENW, NWSE
T. 12 S., R. 05 W.,
Sec. 26, Lot 1

For purposes of the renewal, which is effectively a new grant, the right-of-way will be issued under Title V of FLPMA. Under this authority, please be aware that rental has been assessed for the subject ROW in accord with 43 CFR 2806.14(a)(2); rental for use of public land is exempt pursuant to 43 CFR 2806.14 (a)(2) which states: *"You do not have to pay rent for your use if...you are a Federal state, or local government or its agent or instrumentality..."*

The cost reimbursement provisions of 43 CFR 2804.14 and 2805.16 establish a cost recovery schedule for both the processing and monitoring fees. It was determined that your application would be exempt.

The ROW grant, and the authority to use the lands described in the document, becomes effective on the date it is signed by an authorized officer of BLM. A copy of the ROW grants will be returned to you when signed by the authorized officer.

You are allowed 30 days from receipt of this offer in which to return the executed ROW grant. If this requirement is not met, the ROW application may be denied.

If you have any questions, please contact David McCarthy, Realty Specialist, at (575) 525-4314.

Sincerely,

David L. Wallace
Assistant District Manager
Division of Multi-Resources

2 Enclosures - 2 grant packages with exhibits

L0310:DMcCarthy:10/20/22:x4314:NMNM_076517_TorC_offer_package_cover_ltr

FORM 2800-14
(August 1985)

Issuing Office
Las Cruces District Office
Renewal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

SERIAL NUMBER NMNM076517

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

The City of T or C
505 Sims St.
T or C, NM 87901-2724

receives a right to operate, maintain, and terminate an access road located on public lands within the following Public Land Survey subdivision:

New Mexico Principal Meridian, Sierra County, New Mexico
T. 12 S., R. 05 W.,
sec. 23, SWNW, N2SW, W2SE, SESE.
T. 12 S., R. 05 W.,
sec. 25, SWNE, N2NW, SENW, NWSE.
T. 12 S., R. 05 W.,
Sec. 26, Lot 1

As shown on the attached map (Exhibit A).

The grant does not authorize new improvements, structures or facilities within the right-of-way.

No underlying property interests in the public land are conveyed by this grant. The BLM has the authority under 43 CFR 2807.17(a) to suspend or terminate this grant upon failure to comply with applicable laws and regulations or any terms, conditions or stipulations set forth herein, or if the right-of-way is abandoned.

b. The right-of-way granted herein includes a 80 ft. x 2.56 mi. strip for the existing access road. Combined, the area of the subject right of way is approximately 24.77 acres.

c. This instrument shall terminate December 31, 2052, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest. The renewal application, in accordance with Federal regulations found at 43 CFR 2807.22(a), must be submitted at least 120 calendar days before your grant expires.

e. Notwithstanding the expiration of this instrument, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder,

its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.

c. The Stipulations set forth in Exhibits A, B and C attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

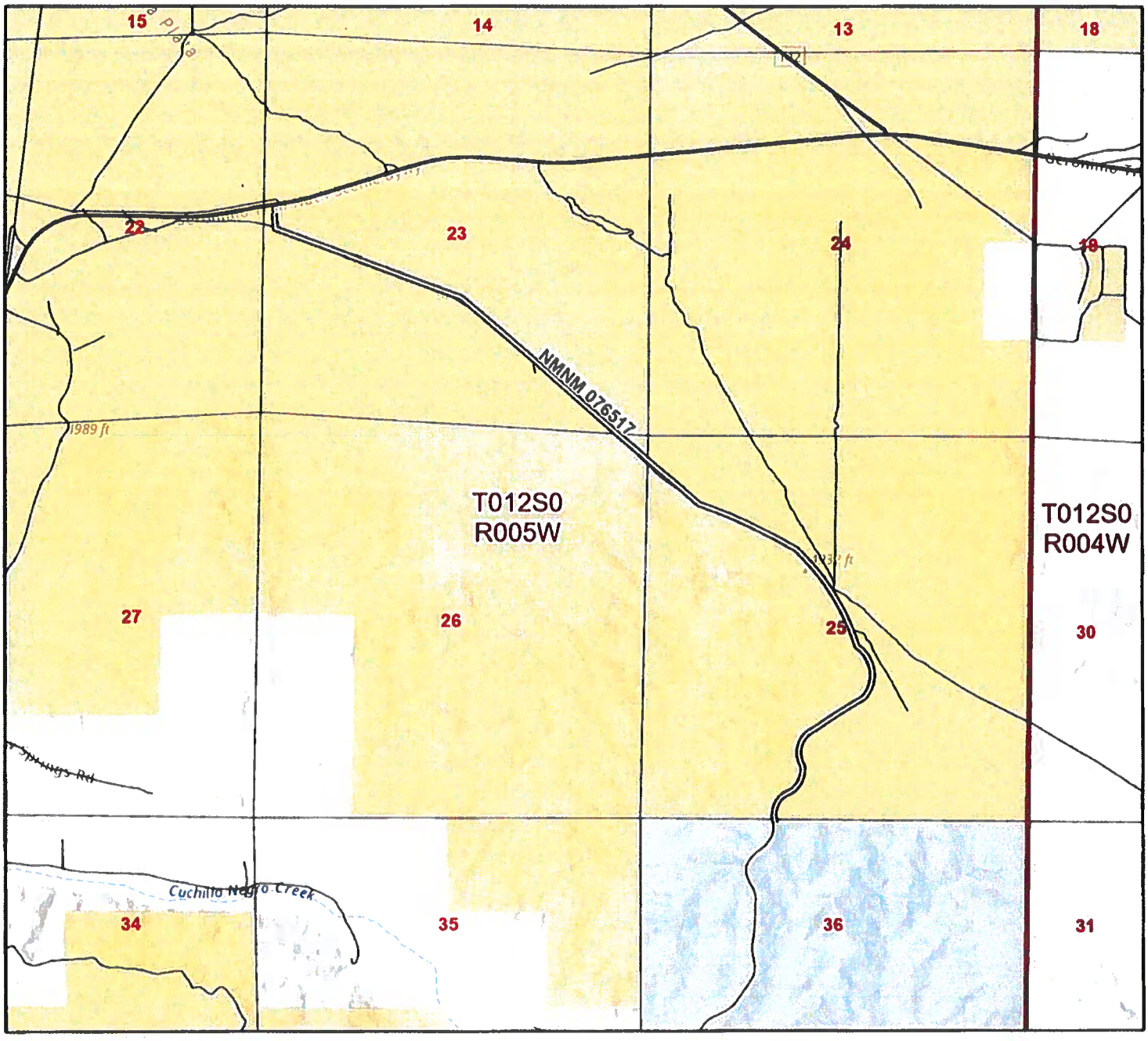
IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
(Title)	(Title)
(Date)	(Effective Date of Grant)

NMNM 076517 ROW

Bureau of Land Management- Las Cruces District Office

Sierra County



0 0.5 1 Miles

0 0.5 1 Kilometers

Right of Way Type

- Road/Highway
- Sections
- Townships

Surface Ownership

- BLM
- Private (transparent)
- State

Roads

- State Highway
- Other

Map Produced by BLM Las Cruces District Office
Coordinate System: NAD 1983 Albers
File: NMNM 076517
1:24,000
Date: 10/12/2022

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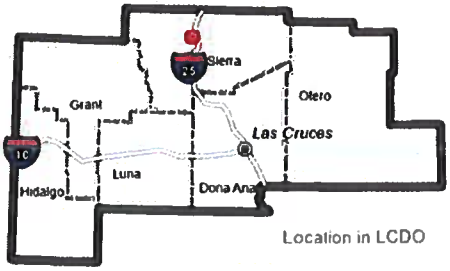


Exhibit A

BUREAU OF LAND MANAGEMENT
LAS CRUCES DISTRICT OFFICE

GENERAL PROJECT DESIGN FEATURES/GUIDE STIPULATIONS FOR RIGHTS-OF-WAY AND OTHER LAND USE AUTHORIZATION

These stipulations have been reviewed and approved by the Las Cruces District Manager, through interdisciplinary resource specialist review and should not be modified. Special stipulations may be developed for site-specific issues.

1. REALTY 1-1
2. AIR 1-5
3. CULTURAL 1-5
4. WASTE/HAZMAT 1-6
5. LIVESTOCK 1-7
6. MINERALS 1-7
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1. REALTY

a) The Holder shall construct, operate, and maintain the facilities, improvements, and structures within the authorized area in strict conformity with the guide stipulations, plan of development and the terms and conditions of the authorization. Any relocation, additional construction, or use that is not in accord with the guide stipulations, shall not be initiated without the prior written approval of the Bureau of Land Management (BLM) Authorized Officer (AO). A copy of the complete authorization, including all stipulations, shall be made available on the authorized area during construction, operation, and termination to the AO. Noncompliance with the above will be grounds for immediate temporary suspension of activities if the noncompliance constitutes a threat to public health and safety or the environment.

b) All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven applicable engineering practices, codes, specifications, and standards.

c) The Holder shall submit a plan of development that describes in detail the construction, operation, maintenance, and termination of the authorized area and its

associated improvements and/or facilities. The plan shall include drawings in sufficient detail to enable a complete evaluation of all proposed structures, facilities, and landscaping to ensure compliance with the requirements of the grant and to ensure visual compatibility with the site. These drawings shall be the construction documents and must show dimensions, materials, finishes, etc. to demonstrate compliance with all requirements. The plan will be reviewed and, if appropriate, modified and approved by the AO, to ensure conformance with the National Environmental Policy Act (NEPA) document prepared for the project. Such design features and/or mitigations measures are necessary to protect cultural and natural resources. An approved plan of development shall be made a part of the authorization.

d) The Holder shall designate a representative(s) who has the authority to act upon and implement instructions from the AO. The Holder's representative shall be available for communication with the AO within a reasonable time when construction or other surface disturbing activities are underway.

e) The Holder shall contact the AO at least 2 weeks prior to the anticipated start of construction or any surface disturbing activities. A preconstruction (pre-work) conference with the Holder prior to the Holder's commencing work and/or surface disturbing activities on the authorized area is required. The Holder and/or his representative shall attend this conference. The Holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the authorization, shall also attend this conference to review the stipulations of the grant including the plan(s) of development.

f) The Holder shall not initiate any construction or other surface disturbing activities on the authorized area without the prior written approval of the AO. Such approval shall be a written notice to proceed issued by the AO. Any notice to proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.

g) The AO may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his or her judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect public health and safety or to protect the environment.

h) The Holder shall mark work limits and control points along with work layout marking. Work layout marking shall include the centerline and/or the exterior boundaries of the authorized area with a stake and/or at industry standard intervals. The intervals may be varied at the time of staking at the discretion of the AO. The tops of the stakes and/or laths will be painted and the laths flagged in a distinctive color as determined by the Holder. The survey station numbers will be marked on the boundary stakes and/or laths at the entrance to and the exit from public land. The Holder shall maintain all boundary stakes and/or laths in place until final cleanup and

restoration is completed and approved by the AO. The stakes and/or laths will then be removed at the direction of the AO.

i) The Holder shall place slope stakes, culvert location and grade stakes, and other construction control stakes as deemed necessary by the AO to ensure construction in accordance with the plan of development. If stakes are disturbed or removed, they shall be reset before proceeding with construction.

j) Specific sites as previously identified by the AO (e.g. archeological sites, areas with threatened and endangered species, or fragile watersheds) where construction equipment and vehicles shall not be allowed shall be clearly marked onsite by the Holder before construction or surface disturbing activities begin. The Holder shall be responsible for ensuring that construction personnel are well-trained to recognize these markers and understand the equipment movement restrictions involved.

k) The Holder shall conduct all construction, operation, maintenance, and termination activities within the authorized area.

l) The Holder shall post as directed by the AO, the BLM serial number assigned to this authorization.

m) The Holder shall protect all survey monuments found within the authorized area. Survey monuments include, but are not limited to, General Land Office and BLM Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Holder shall immediately report the incident, in writing, to the AO and the respective installing authority if known. Where General Land Office or BLM monuments or references are obliterated during operations, the Holder shall secure the services of a registered land surveyor or a BLM cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the *Manual of Surveying Instructions for the Survey of the Public Lands in the United States*, latest edition. The Holder shall record such survey in the appropriate county and send a copy to the AO. If the BLM cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Holder shall be responsible for the survey cost.

n) Prior to any ground disturbing activity, the Holder will obtain any required Federal, state, or local government, and private landowner express written permission(s). This includes but is not limited to authorizations, permits, easements, and licenses. The Holder must provide copies of these permissions to the BLM prior to final issuance of the land use authorization.

o) Construction and/or maintenance related traffic shall be restricted to routes approved by the AO. New roads or cross-country vehicle travel will not be permitted unless

prior written approval is given by the AO. Authorized roads used by the Holder shall be rehabilitated or maintained as directed by the AO.

p) Except authorizations expressly for a road, after construction of the facility is completed, the Holder shall not use the authorized area as a road for purposes other than routine maintenance as determined necessary by the AO in consultation with the Holder.

q) The Holder shall permit free and unrestricted public access to and upon the authorized area for all lawful purposes except for those specific areas designated as restricted by the AO to protect the public, wildlife, livestock, or facilities constructed within the authorized area.

r) In the event that the public land underlying the authorized area encompassed in this authorization, or a portion thereof, is conveyed out of Federal ownership and administration of the authorization or the land underlying the authorized area is not being reserved to the United States in the patent/deed and/or the authorized area is not within a corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the authorization, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part [2800][2880], including any rights to have the Holder apply to the BLM for amendments, modifications, or assignments and for the BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the authorization, or portion thereof, within the conveyed land and shall be subject to applicable state and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the authorization shall be considered a civil matter between the patentee/grantee and the authorization Holder.

s) The Holder of this authorization or the Holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.

t) The Holder will reclaim disturbed areas in accordance with these stipulations, which establishes guidelines to be used during reclamation, when necessary on lands administered by the BLM.

u) Prior to termination of the authorization, the Holder shall contact the AO to arrange a joint inspection of the authorized area. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limit to, removal of facilities, drainage structures, or surface material, re-contouring, top-soiling, or seeding. The AO must approve the plan in writing prior to the Holder's commencement of any termination activities.

v) The United States, it officers and employees shall be held harmless from and indemnified against any damage, injury, or liability resulting from the operation, maintenance, or termination of this authorization; including but not limited to any liability which the United States may have as owner of the land which is the subject of the authorization.

w) The Holder shall within 30 days following completion of the facility, submit proof of construction. Said proof shall include "as built" drawings of site construction, location of building, tower, roads, utility lines, and an "as built" drawing of the building showing all changes from the approved design. Final approval and occupancy will not be allowed until these drawings are approved by the AO. At the discretion of the AO, "as built" drawings may be required to be certified by a Professional Engineer, registered in the State of New Mexico, that the facilities have been constructed in conformance with approved designs.

x) The Holder shall inform the BLM of any changes to their authorization; all information required in the SF-299 application and 2920-1 permit must be updated throughout the term of the authorization. Changes include actions, but are not limited to: change in use, name change, assignment, address change, ownership, and any data entry required in the SF-299, including supplemental documents.

y) If the authorization is renewable, a new application must be received (BLM date-stamped) within 120 days before the authorization expiration date in order to retain the existing authorization serial case number. If the authorization is renewable and an application is received after the 120-day requirement as noted above, the authorization will be adjudicated under a new serial case number.

2. AIR

a) The Holder shall meet all Federal, State of New Mexico, and local emission standards for air quality.

b) The Holder shall meet all Federal, State of New Mexico, and local standards for necessary dust control measures as approved by the AO.

c) The Holder shall implement dust abatement measures as needed to prevent fugitive dust from vehicular traffic, equipment operations, or wind events. The BLM may direct the operator to change the level and type of treatment (watering or application of various dust agents, surfactants, and road surfacing material) if dust abatement measures are observed to be insufficient to prevent fugitive dust.

3. CULTURAL

In accordance with 43 CFR § 10.4 (g), the holder shall notify the BLM AO immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony pursuant to 43 CFR §10.4 (b). The Holder shall suspend all

operations within 100 feet of such discovery until written authorization to proceed is issued by the AO. In addition, the area of discovery will be covered, stabilized, or otherwise protected from damage. An evaluation of the discovery will be made by the AO to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the AO after consulting with the Holder.

4. WASTE/HAZMAT

a) The authorized area shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.

b) All waste disposal sites on public land must be approved in writing by the AO in advance of use.

c) The Holder shall immediately clean, isolate in appropriate containers and dispose of at approved waste receiving facilities any soil, water or materials contaminated by fuels, lubricants, hydraulic fluids, engine fluids or other hazardous and potentially hazardous materials or petroleum products.

d) The Holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the Holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the authorized area or on facilities authorized under this authorization. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the AO concurrent with the filing of the reports to the involved Federal agency or State government.

e) The Holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq.) on the authorized area unless the release or threatened release is wholly unrelated to the authorization Holder's activity on the authorized area. This agreement applies without regard to whether a release is caused by the Holder, its agent, or unrelated third parties.

f) The Holder shall properly report the occurrence of any spills associated with project construction and operation, and shall report and respond to spills of potential contaminants, such as gasoline, diesel, motor oils, solvents, chemicals, toxic and corrosive substances, etc., which may be a threat to public health or the environment. A Spill Prevention Control and Countermeasure Plan, as required for compliance with the Act, shall ensure minimal impact of on-site petroleum storage.

5. LIVESTOCK

a) The Holder shall minimize disturbance to existing fences and other improvements on public land. The Holder is required to promptly repair impacted improvements to at least their former state. The Holder shall contact the owner of any improvements prior to disturbing them. When necessary to pass through a fence line, the fence shall be braced on both sides of the passageway prior to cutting of the fence. No permanent gates shall be allowed unless approved by the AO. If livestock are present in the area, ensure no cattle pass while gate is constructed.

b) Fences, gates, and brace panels shall be constructed to appropriate BLM standards and/or specifications as determined by the AO.

c) When construction activity in connection with the authorization breaks or destroys a natural barrier used for livestock control, the gap, thus opened, shall be fenced to prevent the drift of livestock. The subject natural barrier shall be identified by the AO and fenced by the Holder as per instruction of the AO.

6. MINERALS

a) Use of native minerals materials is allowed within the authorized area on land administered by the BLM. Mineral materials shall not be removed from the authorized area without the Holder obtaining the appropriate mineral materials permit.

b) All off-site borrow areas must be approved in writing by the AO in advance of excavation.

c) Excess excavated, unsuitable, or slide materials shall be disposed of as directed by the AO. Appropriate mineral materials authorization shall be obtained prior to disposal.

7. PALEONTOLOGY

The Holder shall immediately notify the BLM AO of any paleontological resources discovered as a result of operation under this authorization. The Holder shall suspend all activities in the vicinity of such discovery until notified to proceed by the AO and shall protect the discovery from damage or looting. The Holder may not be required to suspend all operations if activities can be adjusted to avoid further impacts to a

discovered locality or be continued elsewhere. The AO will evaluate, or will have evaluated, such discoveries as soon as possible, but not later than 10 working days after being notified. Appropriate measures to mitigate adverse effects to significant paleontological resources will be determined by the AO after consulting with the Holder. Within 10 days, the Holder will be allowed to continue construction through the site, or will be given the choice of either (1) following the AO's instructions for stabilizing the fossil resource in place and avoiding further disturbance to the fossil resource, or (2) following the AO's instructions for mitigating impacts to the fossil resource prior to continuing construction through the project area.

8. **SAFETY**

a) Construction excavations, holes and trenches in roadways or in areas where pedestrians or vehicular traffic is present will be flagged, plated, or appropriately marked as required.

b) The Holder shall provide for the safety of the public entering the authorized area. This includes, but is not limited to, barricades for open trenches, flagmen/women with communication systems for single-lane roads without visible turnouts, and attached gates for blasting operations.

c) The Holder shall maintain the authorized area in a safe, usable condition, as directed by the AO.

d) During conditions of extreme fire danger, operations shall be limited or suspended in specific areas, or additional measures may be required by the AO.

9. **SOILS**

a) Erosion issues shall be repaired as discovered, as directed by the AO.

b) No activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of 3 inches deep, the soil shall be deemed too wet to support construction equipment.

c) The Holder shall be responsible for the prevention and control of soil erosion, storm water runoff, stabilization, and re-vegetation on BLM-administered land covered by this authorization, and land adjacent thereto, where such erosion has resulted from construction or maintenance of this project.

d) If diversion of water from the authorized area will result in accelerated erosion in undisturbed areas, water bars shall not be constructed. Furthermore, if the authorized area has a side slope approximately one-third or more of the slope along the length of the authorized area, water bars may not be constructed. Exceptions to spacing intervals will be upon approval of the AO.

e) The Holder shall re-contour disturbed areas, or designated sections of the authorized area by grading to restore the sites to approximately the original contour of the ground, as determined by the AO.

f) The Holder shall, as directed by the AO, rectify backfill settling in the authorized area.

g) When sufficiently abundant, overburden and topsoil will be stockpiled (within the authorized area) during construction for use during reclamation. Prior to seeding, the topsoil will be re-deposited (shaped and contoured) to resemble surrounding topography. Ripping or plowing compacted soils may be necessary in some areas and will be addressed on a case-by-case basis, as directed by the AO.

h) The Holder shall uniformly spread topsoil over all unoccupied disturbed areas (outside the ditch line, fence line, or work area). Spreading shall not be done while the ground or topsoil is frozen or wet.

i) The Holder shall restore drainages, to the greatest extent possible, to the original bank concentration, stream-bottom width and channel gradient. Loose soils, rill, and culvert shall be removed from the drainage channels as directed by the AO.

j) The Holder shall construct, maintain, repair, or replace, erosion control measures (water bars, etc.), barriers, and sedimentation control devices as necessary to ensure optimum function, as directed by the AO.

10. VEGETATION

a) The Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

b) The Holder shall, as determined and directed by the AO, seed all disturbed areas, using an agreed upon method suitable for the location. Seeding shall be repeated if a satisfactory stand is not obtained as determined by the AO upon evaluation.

c) Seed-bed preparation shall be performed to provide a hospitable environment for germinating seed by breaking up impermeable soil layers that have formed and increasing void spaces for air and water. Ground shall be roughed-up prior to seeding, by raking, harrowing or other methods, especially those areas that are compacted during project construction.

d) Seeding shall be accomplished in June or July to coincide with the "rainy" season to achieve optimum results. Seed will be planted a quarter to half inch deep using a disc type or similar rangeland drill sufficient to accommodate variations in seed sizes, or if broadcast, the rates should be doubled. If broadcasted, seed shall be broadcast with a "cyclone" hand seeder or similar broadcast seeder to facilitate an even spread. After

seed is broadcast, ground shall be raked or dragged, to help bury it and improve soil contact and provide texture.

e) Mulching is required on all seeding projects to prevent loss of moisture and seed to wind. Mulch shall be free of weeds and weed seed. Rotten or molded hay is not acceptable as mulch. Mulching shall be accomplished using one of these following methods:

- Weed free straw (2 tons/ac.; kg/ha)
- Wood residues (sawdust, wood chips, bark (2 tons/ac.; kg/ha)
- Hydro-mulching (1,500 lb./ac.; kg/ha)
- Composted manure (5 tons/ac.; kg/ha)
- Excelsior blanket
- Straw jute

f) Straw mulch is not recommended if livestock potentially have access to the area. Livestock should be temporarily fenced-out of any seeded area (as determined necessary by the AO). Livestock use will reduce possibility of successful re-vegetation. Probability of successful seeding will be increased if fencing remains until reclamation is stable and plants have grown well enough to withstand grazing. Any or all fencing requirement will be determined by the AO.

g) Mulch shall be applied on the surface within one day following seeding. A soil-stabilant tack shall be applied as an overspray after seed and mulch are in place. This tack should be at a sufficient rate so as to prevent mulch from moving due to wind. The following site identifies certified weed-free mulch providers:

http://aces.nmsu.edu/ces/seedcert/certified-weed-free-fora.html. Site-specific seed mix will be reviewed and approved by the AO.

h) Any seed used on public land shall not contain noxious weed seed and must meet certified seed quality. The seed procured for use on public land will meet the Federal Seed Act criteria. All seed to be applied on public land must have a valid seed test, within 1 year of the acceptance date, from a seed analysis lab by a registered seed analyst (Association of Official Seed Analysts). The seed lab results shall show no more than 0.5 percent by weight of other weed seeds. The seed lot shall contain no noxious, prohibited, or restricted weed seeds according to state seed laws in the respective state(s). Copies of the seed lab test results, including purity and germination (viability) rate, must be forwarded to the appropriate BLM office prior to seed application. If the seed does not meet the BLM and State/Federal standards for noxious weed seed content or other crop seed allowances, it shall not be applied to public land.

i) Stabilization will occur after a minimum of two full summer growing seasons after planting.

11. VISUAL

a) All above-ground structures not subject to safety requirements shall be color treated by the Holder to blend in with the natural color of the landscape, as directed by the AO. The color treatment used shall be a color which simulates *Standard Environmental Colors* designated by the Rocky Mountain Five-State Interagency Committee.

b) No signs or advertising devices shall be placed on the premises or on adjacent public land except those posted by or at the direction of the AO.

12. WATER

a) The Holder is prohibited from discharging oil or other pollutants into or upon the navigable waters of the United States, adjoining shorelines, or the waters of the contiguous zone in violation of Section 311 of the Clean Water Act as amended, 33 U.S.C. 1321, and the regulations issued thereunder, or applicable laws of the State(s) of [user entry] and regulations issued thereunder. The Holder shall give immediate notice of any such discharge to the AO and such other Federal and State officials as are required by law to be given such notice.

b) The Holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the Holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the AO with a copy of the same. Failure to comply with this requirement shall be cause for suspension or termination of this authorization.

c) The Holder shall construct water diversions on all disturbed areas to the spacing and cross sections specified by the AO. Water diversions are to be constructed to: (1) simulate the imaginary contour lines of the slope (ideally with a grade of 1 or 2 percent); (2) drain away from the disturbed area; and (3) begin and end in vegetation or rock whenever possible. Water diversions typically will consist of water bars constructed at the following spacing intervals:

PERCENT SLOPE	SPACING INTERVAL
Less than 1%	400 feet
1-5%	300 feet
5-15%	200 feet
15-25%	100 feet
More than 25%	50 feet

13. WEEDS

a) The Holder shall be responsible for weed control on disturbed areas within the limits of the site. The Holder is responsible for consultation with the AO and/or local authorities for acceptable weed control methods, which include following the Environmental Protection Act and BLM requirements and policy.

b) Power or high-pressure clean all equipment of all mud, dirt, and plants immediately prior to moving into the project area. Any gravel or fill to be used must come from weed-free sources. Inspect gravel pits and fill sources to identify weed-free sources. No soil spoil that could potentially contain noxious weed seeds shall be transported out of the area where it is created.

c) The Holder shall be responsible for conducting a survey for and control of noxious weeds along the route proposed for construction. If during construction, noxious weeds are identified that were not originally encountered during the survey, the project applicant shall avoid driving vehicles and equipment through or over the infested area. If avoidance measures cannot be taken within the area originally cleared, construction shall cease and the AO shall be contacted.

d) Any use of herbicides/pesticides shall comply with the applicable Federal and State laws. Herbicides/pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Holder shall obtain from the AO written approval of a plan showing the type and quantity of materials to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the AO. Emergency use of pesticides shall be approved in writing by the AO prior to use.

14. WILDLIFE

a) Construction holes left open overnight shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling through and into a hole.

b) Screen caps or covers shall be install on any open-top vertical pipes less than 12 inches in diameter, to reduce wildlife mortality resulting from entrapment.

c) If Holder's construction or maintenance activities occur during the migratory bird nesting season (March 1 through September 15), the project area will be inspected for nests by a qualified biologist. Established stick nests will always be identified and avoided; stick nest locations shall be provided to the AO.

d) If during construction wildlife species (such as reptiles, amphibians, or small mammals) are encountered, they would be avoided or allowed to move out of the way.

15. SPECIAL STATUS PLANTS

For construction and maintenance activities on authorizations that are in and adjacent to occupied habitat for special status plants (endangered, threatened, BLM sensitive), the project area will be inspected by a qualified botanist prior to beginning work. Special status plants will be identified and avoided, or the AO will be contacted if this is not possible. Special status plant observations will be provided to the AO.

Special Stipulations
Exhibit C

1. The Section 106 compliance process must be conducted prior to any ground disturbing activities. As directed by BLM, and archaeological inventory and evaluation must be conducted at the Holder's expense by a BLM permitted archaeologist. The cultural resource inventory report shall be submitted to BLM for approval.

2. A 3rd party use within the limits of the authorized use granted herein is subject to issuance of a separate authorization in accordance with 43 CFR Part 2800 and Part 2880. The holder does not have the authority to authorize a 3rd party use within the limits of the authorized use.

No ground disturbance is permitted without written approval from the Authorized Officer.

BUREAU OF LAND MANAGEMENT
LAS CRUCES DISTRICT OFFICE

GENERAL PROJECT DESIGN FEATURES/GUIDE STIPULATIONS FOR RIGHTS-OF-WAY AND OTHER LAND USE AUTHORIZATION

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associated improvements and/or facilities. The plan shall include drawings in sufficient detail to enable a complete evaluation of all proposed structures, facilities, and landscaping to ensure compliance with the requirements of the grant and to ensure visual compatibility with the site. These drawings shall be the construction documents and must show dimensions, materials, finishes, etc. to demonstrate compliance with all requirements. The plan will be reviewed and, if appropriate, modified and approved by the AO, to ensure conformance with the National Environmental Policy Act (NEPA) document prepared for the project. Such design features and/or mitigations measures are necessary to protect cultural and natural resources. An approved plan of development shall be made a part of the authorization.

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f) The Holder shall not initiate any construction or other surface disturbing activities on the authorized area without the prior written approval of the AO. Such approval shall be a written notice to proceed issued by the AO. Any notice to proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.

g) The AO may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his or her judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect public health and safety or to protect the environment.

h) The Holder shall mark work limits and control points along with work layout marking. Work layout marking shall include the centerline and/or the exterior boundaries of the authorized area with a stake and/or at industry standard intervals. The intervals may be varied at the time of staking at the discretion of the AO. The tops of the stakes and/or laths will be painted and the laths flagged in a distinctive color as determined by the Holder. The survey station numbers will be marked on the boundary stakes and/or laths at the entrance to and the exit from public land. The Holder shall maintain all boundary stakes and/or laths in place until final cleanup and

restoration is completed and approved by the AO. The stakes and/or laths will then be removed at the direction of the AO.

i) The Holder shall place slope stakes, culvert location and grade stakes, and other construction control stakes as deemed necessary by the AO to ensure construction in accordance with the plan of development. If stakes are disturbed or removed, they shall be reset before proceeding with construction.

j) Specific sites as previously identified by the AO (e.g. archeological sites, areas with threatened and endangered species, or fragile watersheds) where construction equipment and vehicles shall not be allowed shall be clearly marked onsite by the Holder before construction or surface disturbing activities begin. The Holder shall be responsible for ensuring that construction personnel are well-trained to recognize these markers and understand the equipment movement restrictions involved.

k) The Holder shall conduct all construction, operation, maintenance, and termination activities within the authorized area.

l) The Holder shall post as directed by the AO, the BLM serial number assigned to this authorization.

m) The Holder shall protect all survey monuments found within the authorized area. Survey monuments include, but are not limited to, General Land Office and BLM Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Holder shall immediately report the incident, in writing, to the AO and the respective installing authority if known. Where General Land Office or BLM monuments or references are obliterated during operations, the Holder shall secure the services of a registered land surveyor or a BLM cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the *Manual of Surveying Instructions for the Survey of the Public Lands in the United States*, latest edition. The Holder shall record such survey in the appropriate county and send a copy to the AO. If the BLM cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Holder shall be responsible for the survey cost.

n) Prior to any ground disturbing activity, the Holder will obtain any required Federal, state, or local government, and private landowner express written permission(s). This includes but is not limited to authorizations, permits, easements, and licenses. The Holder must provide copies of these permissions to the BLM prior to final issuance of the land use authorization.

o) Construction and/or maintenance related traffic shall be restricted to routes approved by the AO. New roads or cross-country vehicle travel will not be permitted unless

prior written approval is given by the AO. Authorized roads used by the Holder shall be rehabilitated or maintained as directed by the AO.

p) Except authorizations expressly for a road, after construction of the facility is completed, the Holder shall not use the authorized area as a road for purposes other than routine maintenance as determined necessary by the AO in consultation with the Holder.

q) The Holder shall permit free and unrestricted public access to and upon the authorized area for all lawful purposes except for those specific areas designated as restricted by the AO to protect the public, wildlife, livestock, or facilities constructed within the authorized area.

r) In the event that the public land underlying the authorized area encompassed in this authorization, or a portion thereof, is conveyed out of Federal ownership and administration of the authorization or the land underlying the authorized area is not being reserved to the United States in the patent/deed and/or the authorized area is not within a corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the authorization, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part [2800][2880], including any rights to have the Holder apply to the BLM for amendments, modifications, or assignments and for the BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the authorization, or portion thereof, within the conveyed land and shall be subject to applicable state and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the authorization shall be considered a civil matter between the patentee/grantee and the authorization Holder.

s) The Holder of this authorization or the Holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.

t) The Holder will reclaim disturbed areas in accordance with these stipulations, which establishes guidelines to be used during reclamation, when necessary on lands administered by the BLM.

u) Prior to termination of the authorization, the Holder shall contact the AO to arrange a joint inspection of the authorized area. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limit to, removal of facilities, drainage structures, or surface material, re-contouring, top-soiling, or seeding. The AO must approve the plan in writing prior to the Holder's commencement of any termination activities.

v) The United States, it officers and employees shall be held harmless from and indemnified against any damage, injury, or liability resulting from the operation, maintenance, or termination of this authorization; including but not limited to any liability which the United States may have as owner of the land which is the subject of the authorization.

w) The Holder shall within 30 days following completion of the facility, submit proof of construction. Said proof shall include "as built" drawings of site construction, location of building, tower, roads, utility lines, and an "as built" drawing of the building showing all changes from the approved design. Final approval and occupancy will not be allowed until these drawings are approved by the AO. At the discretion of the AO, "as built" drawings may be required to be certified by a Professional Engineer, registered in the State of New Mexico, that the facilities have been constructed in conformance with approved designs.

x) The Holder shall inform the BLM of any changes to their authorization; all information required in the SF-299 application and 2920-1 permit must be updated throughout the term of the authorization. Changes include actions, but are not limited to: change in use, name change, assignment, address change, ownership, and any data entry required in the SF-299, including supplemental documents.

y) If the authorization is renewable, a new application must be received (BLM date-stamped) within 120 days before the authorization expiration date in order to retain the existing authorization serial case number. If the authorization is renewable and an application is received after the 120-day requirement as noted above, the authorization will be adjudicated under a new serial case number.

2. AIR

a) The Holder shall meet all Federal, State of New Mexico, and local emission standards for air quality.

b) The Holder shall meet all Federal, State of New Mexico, and local standards for necessary dust control measures as approved by the AO.

c) The Holder shall implement dust abatement measures as needed to prevent fugitive dust from vehicular traffic, equipment operations, or wind events. The BLM may direct the operator to change the level and type of treatment (watering or application of various dust agents, surfactants, and road surfacing material) if dust abatement measures are observed to be insufficient to prevent fugitive dust.

3. CULTURAL

In accordance with 43 CFR § 10.4 (g), the holder shall notify the BLM AO immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony pursuant to 43 CFR §10.4 (b). The Holder shall suspend all

operations within 100 feet of such discovery until written authorization to proceed is issued by the AO. In addition, the area of discovery will be covered, stabilized, or otherwise protected from damage. An evaluation of the discovery will be made by the AO to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the AO after consulting with the Holder.

4. WASTE/HAZMAT

a) The authorized area shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.

b) All waste disposal sites on public land must be approved in writing by the AO in advance of use.

c) The Holder shall immediately clean, isolate in appropriate containers and dispose of at approved waste receiving facilities any soil, water or materials contaminated by fuels, lubricants, hydraulic fluids, engine fluids or other hazardous and potentially hazardous materials or petroleum products.

d) The Holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the Holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the authorized area or on facilities authorized under this authorization. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the AO concurrent with the filing of the reports to the involved Federal agency or State government.

e) The Holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq.) on the authorized area unless the release or threatened release is wholly unrelated to the authorization Holder's activity on the authorized area. This agreement applies without regard to whether a release is caused by the Holder, its agent, or unrelated third parties.

f) The Holder shall properly report the occurrence of any spills associated with project construction and operation, and shall report and respond to spills of potential contaminants, such as gasoline, diesel, motor oils, solvents, chemicals, toxic and corrosive substances, etc., which may be a threat to public health or the environment. A Spill Prevention Control and Countermeasure Plan, as required for compliance with the Act, shall ensure minimal impact of on-site petroleum storage.

5. LIVESTOCK

a) The Holder shall minimize disturbance to existing fences and other improvements on public land. The Holder is required to promptly repair impacted improvements to at least their former state. The Holder shall contact the owner of any improvements prior to disturbing them. When necessary to pass through a fence line, the fence shall be braced on both sides of the passageway prior to cutting of the fence. No permanent gates shall be allowed unless approved by the AO. If livestock are present in the area, ensure no cattle pass while gate is constructed.

b) Fences, gates, and brace panels shall be constructed to appropriate BLM standards and/or specifications as determined by the AO.

c) When construction activity in connection with the authorization breaks or destroys a natural barrier used for livestock control, the gap, thus opened, shall be fenced to prevent the drift of livestock. The subject natural barrier shall be identified by the AO and fenced by the Holder as per instruction of the AO.

6. MINERALS

a) Use of native minerals materials is allowed within the authorized area on land administered by the BLM. Mineral materials shall not be removed from the authorized area without the Holder obtaining the appropriate mineral materials permit.

b) All off-site borrow areas must be approved in writing by the AO in advance of excavation.

c) Excess excavated, unsuitable, or slide materials shall be disposed of as directed by the AO. Appropriate mineral materials authorization shall be obtained prior to disposal.

7. PALEONTOLOGY

The Holder shall immediately notify the BLM AO of any paleontological resources discovered as a result of operation under this authorization. The Holder shall suspend all activities in the vicinity of such discovery until notified to proceed by the AO and shall protect the discovery from damage or looting. The Holder may not be required to suspend all operations if activities can be adjusted to avoid further impacts to a

discovered locality or be continued elsewhere. The AO will evaluate, or will have evaluated, such discoveries as soon as possible, but not later than 10 working days after being notified. Appropriate measures to mitigate adverse effects to significant paleontological resources will be determined by the AO after consulting with the Holder. Within 10 days, the Holder will be allowed to continue construction through the site, or will be given the choice of either (1) following the AO's instructions for stabilizing the fossil resource in place and avoiding further disturbance to the fossil resource, or (2) following the AO's instructions for mitigating impacts to the fossil resource prior to continuing construction through the project area.

8. **SAFETY**

a) Construction excavations, holes and trenches in roadways or in areas where pedestrians or vehicular traffic is present will be flagged, plated, or appropriately marked as required.

b) The Holder shall provide for the safety of the public entering the authorized area. This includes, but is not limited to, barricades for open trenches, flagmen/women with communication systems for single-lane roads without visible turnouts, and attached gates for blasting operations.

c) The Holder shall maintain the authorized area in a safe, usable condition, as directed by the AO.

d) During conditions of extreme fire danger, operations shall be limited or suspended in specific areas, or additional measures may be required by the AO.

9. **SOILS**

a) Erosion issues shall be repaired as discovered, as directed by the AO.

b) No activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of 3 inches deep, the soil shall be deemed too wet to support construction equipment.

c) The Holder shall be responsible for the prevention and control of soil erosion, storm water runoff, stabilization, and re-vegetation on BLM-administered land covered by this authorization, and land adjacent thereto, where such erosion has resulted from construction or maintenance of this project.

d) If diversion of water from the authorized area will result in accelerated erosion in undisturbed areas, water bars shall not be constructed. Furthermore, if the authorized area has a side slope approximately one-third or more of the slope along the length of the authorized area, water bars may not be constructed. Exceptions to spacing intervals will be upon approval of the AO.

e) The Holder shall re-contour disturbed areas, or designated sections of the authorized area by grading to restore the sites to approximately the original contour of the ground, as determined by the AO.

f) The Holder shall, as directed by the AO, rectify backfill settling in the authorized area.

g) When sufficiently abundant, overburden and topsoil will be stockpiled (within the authorized area) during construction for use during reclamation. Prior to seeding, the topsoil will be re-deposited (shaped and contoured) to resemble surrounding topography. Ripping or plowing compacted soils may be necessary in some areas and will be addressed on a case-by-case basis, as directed by the AO.

h) The Holder shall uniformly spread topsoil over all unoccupied disturbed areas (outside the ditch line, fence line, or work area). Spreading shall not be done while the ground or topsoil is frozen or wet.

i) The Holder shall restore drainages, to the greatest extent possible, to the original bank concentration, stream-bottom width and channel gradient. Loose soils, rill, and culvert shall be removed from the drainage channels as directed by the AO.

j) The Holder shall construct, maintain, repair, or replace, erosion control measures (water bars, etc.), barriers, and sedimentation control devices as necessary to ensure optimum function, as directed by the AO.

10. VEGETATION

a) The Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

b) The Holder shall, as determined and directed by the AO, seed all disturbed areas, using an agreed upon method suitable for the location. Seeding shall be repeated if a satisfactory stand is not obtained as determined by the AO upon evaluation.

c) Seed-bed preparation shall be performed to provide a hospitable environment for germinating seed by breaking up impermeable soil layers that have formed and increasing void spaces for air and water. Ground shall be roughed-up prior to seeding, by raking, harrowing or other methods, especially those areas that are compacted during project construction.

d) Seeding shall be accomplished in June or July to coincide with the "rainy" season to achieve optimum results. Seed will be planted a quarter to half inch deep using a disc type or similar rangeland drill sufficient to accommodate variations in seed sizes, or if broadcast, the rates should be doubled. If broadcasted, seed shall be broadcast with a "cyclone" hand seeder or similar broadcast seeder to facilitate an even spread. After

seed is broadcast, ground shall be raked or dragged, to help bury it and improve soil contact and provide texture.

e) Mulching is required on all seeding projects to prevent loss of moisture and seed to wind. Mulch shall be free of weeds and weed seed. Rotten or molded hay is not acceptable as mulch. Mulching shall be accomplished using one of these following methods:

- Weed free straw (2 tons/ac.; kg/ha)
- Wood residues (sawdust, wood chips, bark (2 tons/ac.; kg/ha)
- Hydro-mulching (1,500 lb./ac.; kg/ha)
- Composted manure (5 tons/ac.; kg/ha)
- Excelsior blanket
- Straw jute

f) Straw mulch is not recommended if livestock potentially have access to the area. Livestock should be temporarily fenced-out of any seeded area (as determined necessary by the AO). Livestock use will reduce possibility of successful re-vegetation. Probability of successful seeding will be increased if fencing remains until reclamation is stable and plants have grown well enough to withstand grazing. Any or all fencing requirement will be determined by the AO.

g) Mulch shall be applied on the surface within one day following seeding. A soil-stabilant tack shall be applied as an overspray after seed and mulch are in place. This tack should be at a sufficient rate so as to prevent mulch from moving due to wind. The following site identifies certified weed-free mulch providers:

http://aces.nmsu.edu/ces/seedcert/certified-weed-free-fora.html. Site-specific seed mix will be reviewed and approved by the AO.

h) Any seed used on public land shall not contain noxious weed seed and must meet certified seed quality. The seed procured for use on public land will meet the Federal Seed Act criteria. All seed to be applied on public land must have a valid seed test, within 1 year of the acceptance date, from a seed analysis lab by a registered seed analyst (Association of Official Seed Analysts). The seed lab results shall show no more than 0.5 percent by weight of other weed seeds. The seed lot shall contain no noxious, prohibited, or restricted weed seeds according to state seed laws in the respective state(s). Copies of the seed lab test results, including purity and germination (viability) rate, must be forwarded to the appropriate BLM office prior to seed application. If the seed does not meet the BLM and State/Federal standards for noxious weed seed content or other crop seed allowances, it shall not be applied to public land.

i) Stabilization will occur after a minimum of two full summer growing seasons after planting.

11. VISUAL

a) All above-ground structures not subject to safety requirements shall be color treated by the Holder to blend in with the natural color of the landscape, as directed by the AO. The color treatment used shall be a color which simulates *Standard Environmental Colors* designated by the Rocky Mountain Five-State Interagency Committee.

b) No signs or advertising devices shall be placed on the premises or on adjacent public land except those posted by or at the direction of the AO.

12. WATER

a) The Holder is prohibited from discharging oil or other pollutants into or upon the navigable waters of the United States, adjoining shorelines, or the waters of the contiguous zone in violation of Section 311 of the Clean Water Act as amended, 33 U.S.C. 1321, and the regulations issued thereunder, or applicable laws of the State(s) of [user entry] and regulations issued thereunder. The Holder shall give immediate notice of any such discharge to the AO and such other Federal and State officials as are required by law to be given such notice.

b) The Holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the Holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the AO with a copy of the same. Failure to comply with this requirement shall be cause for suspension or termination of this authorization.

c) The Holder shall construct water diversions on all disturbed areas to the spacing and cross sections specified by the AO. Water diversions are to be constructed to: (1) simulate the imaginary contour lines of the slope (ideally with a grade of 1 or 2 percent); (2) drain away from the disturbed area; and (3) begin and end in vegetation or rock whenever possible. Water diversions typically will consist of water bars constructed at the following spacing intervals:

PERCENT SLOPE	SPACING INTERVAL
Less than 1%	400 feet
1-5%	300 feet
5-15%	200 feet
15-25%	100 feet
More than 25%	50 feet

13. WEEDS

a) The Holder shall be responsible for weed control on disturbed areas within the limits of the site. The Holder is responsible for consultation with the AO and/or local authorities for acceptable weed control methods, which include following the Environmental Protection Act and BLM requirements and policy.

b) Power or high-pressure clean all equipment of all mud, dirt, and plants immediately prior to moving into the project area. Any gravel or fill to be used must come from weed-free sources. Inspect gravel pits and fill sources to identify weed-free sources. No soil spoil that could potentially contain noxious weed seeds shall be transported out of the area where it is created.

c) The Holder shall be responsible for conducting a survey for and control of noxious weeds along the route proposed for construction. If during construction, noxious weeds are identified that were not originally encountered during the survey, the project applicant shall avoid driving vehicles and equipment through or over the infested area. If avoidance measures cannot be taken within the area originally cleared, construction shall cease and the AO shall be contacted.

d) Any use of herbicides/pesticides shall comply with the applicable Federal and State laws. Herbicides/pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Holder shall obtain from the AO written approval of a plan showing the type and quantity of materials to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the AO. Emergency use of pesticides shall be approved in writing by the AO prior to use.

14. WILDLIFE

a) Construction holes left open overnight shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling through and into a hole.

b) Screen caps or covers shall be install on any open-top vertical pipes less than 12 inches in diameter, to reduce wildlife mortality resulting from entrapment.

c) If Holder's construction or maintenance activities occur during the migratory bird nesting season (March 1 through September 15), the project area will be inspected for nests by a qualified biologist. Established stick nests will always be identified and avoided; stick nest locations shall be provided to the AO.

d) If during construction wildlife species (such as reptiles, amphibians, or small mammals) are encountered, they would be avoided or allowed to move out of the way.

15. SPECIAL STATUS PLANTS

For construction and maintenance activities on authorizations that are in and adjacent to occupied habitat for special status plants (endangered, threatened, BLM sensitive), the project area will be inspected by a qualified botanist prior to beginning work. Special status plants will be identified and avoided, or the AO will be contacted if this is not possible. Special status plant observations will be provided to the AO.

Special Stipulations
Exhibit C

1. The Section 106 compliance process must be conducted prior to any ground disturbing activities. As directed by BLM, and archaeological inventory and evaluation must be conducted at the Holder's expense by a BLM permitted archaeologist. The cultural resource inventory report shall be submitted to BLM for approval.

2. A 3rd party use within the limits of the authorized use granted herein is subject to issuance of a separate authorization in accordance with 43 CFR Part 2800 and Part 2880. The holder does not have the authority to authorize a 3rd party use within the limits of the authorized use.

No ground disturbance is permitted without written approval from the Authorized Officer.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: H.6

MEETING DATE: November 16, 2022

SUBJECT: United States Department of the Interior Bureau of Land Management Right-of-Way Grant-Serial Number NMNM018561
DEPARTMENT: City Manager's Office
DATE SUBMITTED: November 3, 2022
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

Grant offer (BLM Form 2800-14) for a 10-inch water pipeline right-of-way (ROW) and access road for The Hot Springs Gun Club.

Recommendation:

Approval of Grant Offer

Attachments:

- Submitted Packet
- -

Fiscal Impact (Finance): **Yes**

$988.21

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 11-16-2022

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Las Cruces District Office
1800 Marquess Street
Las Cruces, New Mexico 88005
https://www.blm.gov/new-mexico

In Reply Refer to:
NMNM 018561
2800 (L0310)

OCT 19 2022

CERTIFIED--RETURN RECEIPT REQUESTED
7019 0160 0000 8345 7102

City of T or C
Attn: Mr. Jesse Cole
505 Sims St.
T or C, NM 87901-2724

Dear Mr. Cole:

Enclosed are two copies of an unsigned grant offer (BLM Form 2800-14) for a 10-inch water pipeline right-of-way (ROW) and access road for The Hot Springs Gun Club.

The subject ROW, identified in the BLM's case records as NMNM 018561, involves approximately 0.266 acres of public land located within the following Public Land Survey System subdivision:

New Mexico Principal Meridian, Sierra County, New Mexico
T. 12 S., R. 4 W.,
sec. 20, NE1/4SW1/4 and NW1/2SW1/4.

The original grant was approved under the Public Law 94-579 (October 21, 1976) Title V, 90 Stat. 2743, which was repealed by the Federal Land Policy and Management Act (FLPMA) of October 21, 1976. For purposes of the renewal, which is effectively a new grant, the right-of-way will be issued under Title V of FLPMA. Therefore, we will convert your ROW grant to FLPMA. Under this authority, please be aware that rental has been assessed for the subject ROW in accord with 43 CFR 2806.14(2)ii; whereby, a municipal utility or cooperative whose principal source of revenue is customer charges is NOT exempt from paying rent. Back rent for prior years of operation under the former right-of-way grant (i.e. BLM ROW Serial No. NMNM 018561) has not been assessed since the BLM likely erred in its original decision to waive the rental.

The cost reimbursement provisions of 43 CFR 2804.14 and 2805.16 establish a cost recovery schedule for both processing and monitoring fees. It has been estimated that your application falls under the **Processing Fee Category 2**. Under this category, you are required to pay an application processing fee in the amount of **$480.00**. The monitoring fee required by the BLM for the costs and the number of work hours necessary to monitor your grant is estimated as

Monitoring Category 2, in the amount of **$480.00**. You are also required to pay the initial rent for rights of way for Sierra County, in the amount of **$28.21**, which covers the time period of September 22, 2022, to December 31, 2032. Your next bill for the term will be issued on January 1, 2033 for the period of January 1, 2033 to December 31, 2052. The rent for the subsequent 10-year periods will be subject to the rental rates and the regulations existing at the time of its issue.

The processing and monitoring fees, totaling **$988.21**, must be paid prior to issuance of the grant. Processing and monitoring fees are not refundable in accordance with Federal regulations found at 43 CFR 2805.16. See enclosed Courtesy Statement.

Rental for use of public lands must be paid in advance and prior to issuance of a ROW grant. Rent for a linear ROW is based on a schedule that is adjusted annually based on the Implicit Price Deflator, an inflation index. You may obtain a copy of the rent schedule from this office or by accessing our web site at:

https://www.blm.gov/policy/im-2016-008

A final rental determination will be made upon issuance of the ROW grant in accordance with 43 CFR 2806.16.

Payments due to the United States for this use must be received at the Bureau of Land Management, 1800 Marquess St., Las Cruces, NM 88005, in the form of a check or money order payable to the Bureau of Land Management with the ROW case number (NMNM 008136) clearly marked and clearly labeled as Processing Fee, Monitoring Fee, and Rent. Or a copy of the inclosed Courtesy Statement. If your check or money order does not identify the ROW number, we will return it to your company. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone at (575) 525-4300.

The ROW grant, and the authority to use the lands described in the document, becomes effective on the date it is signed by an authorized officer of BLM. A copy of the ROW grants will be returned to you when signed by the authorized officer.

You are allowed 30 days from receipt of this offer in which to return the executed ROW grant. If this requirement is not met, the ROW application may be denied.

If you have any questions, please contact David McCarthy, Realty Specialist, at (575) 525-4314.

Sincerely,

David L. Wallace
Assistant District Manager
Division of Multi-Resources

1 Enclosures- 1 grant package with exhibits

L0310:DMcCarthy:10/13/22:x4314:NMNM_018561_TorC_offer_package_cover_ltr

FORM 2800-14
(August 1985)

Issuing Office
Las Cruces District Office
Renewal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

SERIAL NUMBER NMNM018561

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

The City of T or C
505 Sims St.
T or C, NM 87901-2724

receives a right to operate, maintain, and terminate an existing 10-inch diameter water pipeline, and an existing access road located on public lands within the following Public Land Survey subdivision:

New Mexico Principal Meridian, Sierra County, New Mexico
T. 12 S., R. 4 W.,
sec. 20, NE1/4SW1/4 and NW1/4SW1/4.

As shown on the attached map (Exhibit A).

The grant does not authorize new improvements, structures or facilities within the right-of-way.

No underlying property interests in the public land are conveyed by this grant. The BLM has the authority under 43 CFR 2807.17(a) to suspend or terminate this grant upon failure to comply with applicable laws and regulations or any terms, conditions or stipulations set forth herein, or if the right-of-way is abandoned.

b. The right-of-way granted herein includes a 10 ft. x 1,161.6 ft. strip for the existing water pipeline. Combined, the area of the subject right of way is approximately 0.266 acres.

c. This instrument shall terminate December 31, 2052, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest. The renewal application, in accordance with Federal regulations found at 43 CFR 2807.22(a), must be submitted at least 120 calendar days before your grant expires.

e. Notwithstanding the expiration of this instrument, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.

c. The Stipulations set forth in Exhibits A, B and C attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

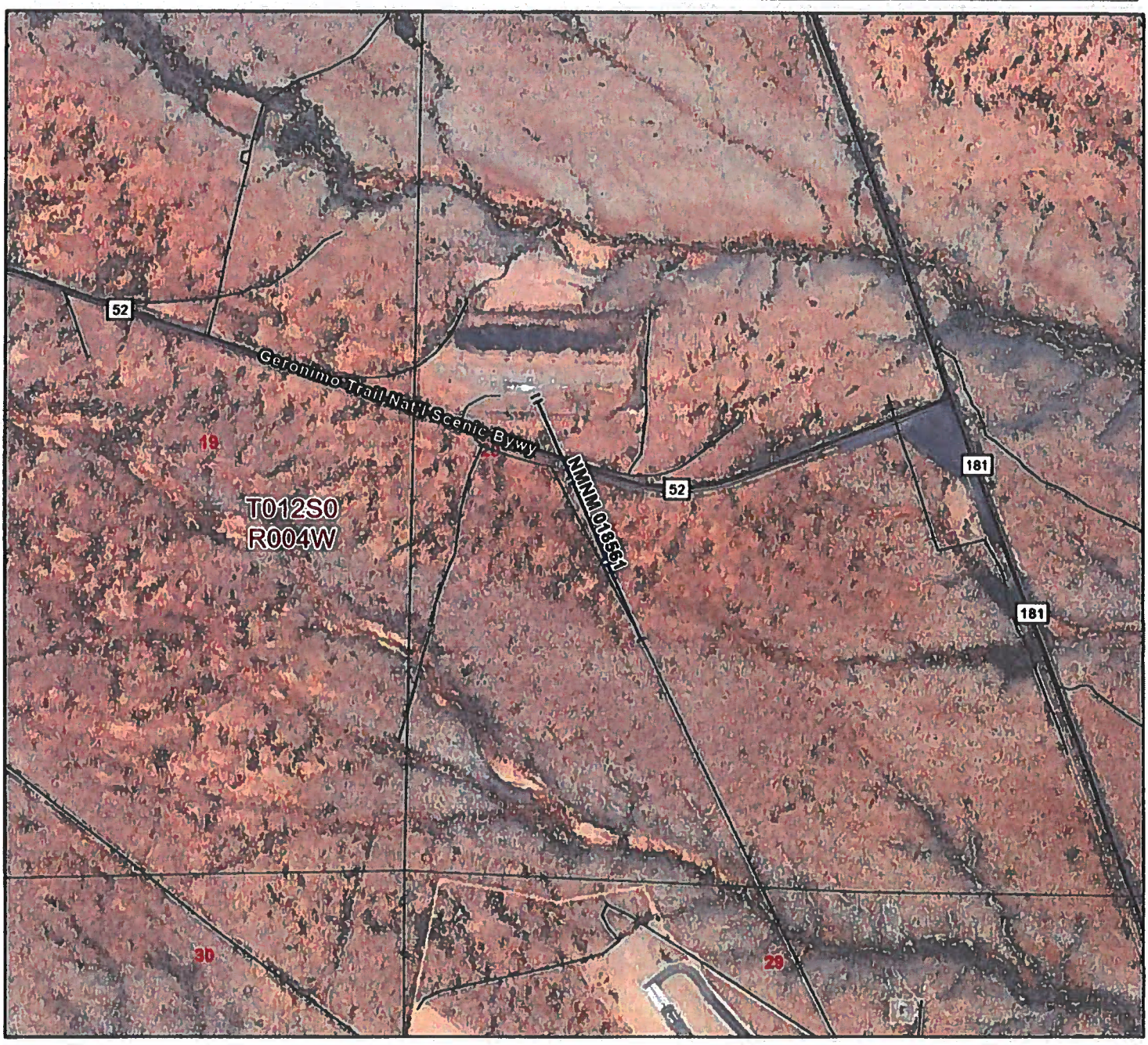
IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
(Title)	(Title)
(Date)	(Effective Date of Grant)

NMNM 018561 Renewal

Bureau of Land Management- Las Cruces District Office

Sierra County



0 0.25 0.5 Miles

0 0.25 0.5 Kilometers

Right of Way Type

- Water Transmission
- Sections
- Townships

Surface Ownership

- Private (transparent)

Roads

- State Highway
- Other

Map Produced by: BLM Las Cruces District Office
Coordinate System: NAD 1983 Albers
File: NMNM 018561
1:10,000
Date: 7/20/2022

N

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data, or for purposes not intended by the BLM. Spatial information may not meet National Map Accuracy Standards. This information is subject to change without notification.

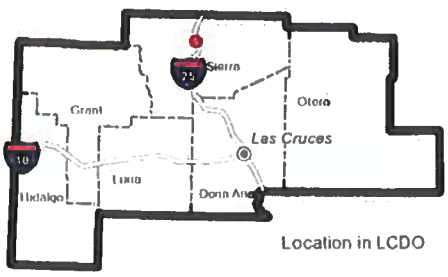


Exhibit A

BUREAU OF LAND MANAGEMENT
LAS CRUCES DISTRICT OFFICE

GENERAL PROJECT DESIGN FEATURES/GUIDE STIPULATIONS FOR RIGHTS-OF-WAY AND OTHER LAND USE AUTHORIZATION

These stipulations have been reviewed and approved by the Las Cruces District Manager, through interdisciplinary resource specialist review and should not be modified. Special stipulations may be developed for site-specific issues.

1. REALTY 1-1
2. AIR 1-5
3. CULTURAL 1-5
4. WASTE/HAZMAT 1-6
5. LIVESTOCK 1-7
6. MINERALS 1-7
7. PALEONTOLOGY 1-7
8. SAFETY 1-8
9. SOILS 1-8
10. VEGETATION 1-9
11. VISUAL 1-11
12. WATER 1-11
13. WEEDS 1-12
14. WILDLIFE 1-12
15. SPECIAL STATUS PLANTS 1-13

1. REALTY

a) The Holder shall construct, operate, and maintain the facilities, improvements, and structures within the authorized area in strict conformity with the guide stipulations, plan of development and the terms and conditions of the authorization. Any relocation, additional construction, or use that is not in accord with the guide stipulations, shall not be initiated without the prior written approval of the Bureau of Land Management (BLM) Authorized Officer (AO). A copy of the complete authorization, including all stipulations, shall be made available on the authorized area during construction, operation, and termination to the AO. Noncompliance with the above will be grounds for immediate temporary suspension of activities if the noncompliance constitutes a threat to public health and safety or the environment.

b) All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven applicable engineering practices, codes, specifications, and standards.

c) The Holder shall submit a plan of development that describes in detail the construction, operation, maintenance, and termination of the authorized area and its

associated improvements and/or facilities. The plan shall include drawings in sufficient detail to enable a complete evaluation of all proposed structures, facilities, and landscaping to ensure compliance with the requirements of the grant and to ensure visual compatibility with the site. These drawings shall be the construction documents and must show dimensions, materials, finishes, etc. to demonstrate compliance with all requirements. The plan will be reviewed and, if appropriate, modified and approved by the AO, to ensure conformance with the National Environmental Policy Act (NEPA) document prepared for the project. Such design features and/or mitigations measures are necessary to protect cultural and natural resources. An approved plan of development shall be made a part of the authorization.

d) The Holder shall designate a representative(s) who has the authority to act upon and implement instructions from the AO. The Holder's representative shall be available for communication with the AO within a reasonable time when construction or other surface disturbing activities are underway.

e) The Holder shall contact the AO at least 2 weeks prior to the anticipated start of construction or any surface disturbing activities. A preconstruction (pre-work) conference with the Holder prior to the Holder's commencing work and/or surface disturbing activities on the authorized area is required. The Holder and/or his representative shall attend this conference. The Holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the authorization, shall also attend this conference to review the stipulations of the grant including the plan(s) of development.

f) The Holder shall not initiate any construction or other surface disturbing activities on the authorized area without the prior written approval of the AO. Such approval shall be a written notice to proceed issued by the AO. Any notice to proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.

g) The AO may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his or her judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect public health and safety or to protect the environment.

h) The Holder shall mark work limits and control points along with work layout marking. Work layout marking shall include the centerline and/or the exterior boundaries of the authorized area with a stake and/or at industry standard intervals. The intervals may be varied at the time of staking at the discretion of the AO. The tops of the stakes and/or laths will be painted and the laths flagged in a distinctive color as determined by the Holder. The survey station numbers will be marked on the boundary stakes and/or laths at the entrance to and the exit from public land. The Holder shall maintain all boundary stakes and/or laths in place until final cleanup and

restoration is completed and approved by the AO. The stakes and/or laths will then be removed at the direction of the AO.

i) The Holder shall place slope stakes, culvert location and grade stakes, and other construction control stakes as deemed necessary by the AO to ensure construction in accordance with the plan of development. If stakes are disturbed or removed, they shall be reset before proceeding with construction.

j) Specific sites as previously identified by the AO (e.g. archeological sites, areas with threatened and endangered species, or fragile watersheds) where construction equipment and vehicles shall not be allowed shall be clearly marked onsite by the Holder before construction or surface disturbing activities begin. The Holder shall be responsible for ensuring that construction personnel are well-trained to recognize these markers and understand the equipment movement restrictions involved.

k) The Holder shall conduct all construction, operation, maintenance, and termination activities within the authorized area.

l) The Holder shall post as directed by the AO, the BLM serial number assigned to this authorization.

m) The Holder shall protect all survey monuments found within the authorized area. Survey monuments include, but are not limited to, General Land Office and BLM Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Holder shall immediately report the incident, in writing, to the AO and the respective installing authority if known. Where General Land Office or BLM monuments or references are obliterated during operations, the Holder shall secure the services of a registered land surveyor or a BLM cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the *Manual of Surveying Instructions for the Survey of the Public Lands in the United States*, latest edition. The Holder shall record such survey in the appropriate county and send a copy to the AO. If the BLM cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Holder shall be responsible for the survey cost.

n) Prior to any ground disturbing activity, the Holder will obtain any required Federal, state, or local government, and private landowner express written permission(s). This includes but is not limited to authorizations, permits, easements, and licenses. The Holder must provide copies of these permissions to the BLM prior to final issuance of the land use authorization.

o) Construction and/or maintenance related traffic shall be restricted to routes approved by the AO. New roads or cross-country vehicle travel will not be permitted unless

prior written approval is given by the AO. Authorized roads used by the Holder shall be rehabilitated or maintained as directed by the AO.

p) Except authorizations expressly for a road, after construction of the facility is completed, the Holder shall not use the authorized area as a road for purposes other than routine maintenance as determined necessary by the AO in consultation with the Holder.

q) The Holder shall permit free and unrestricted public access to and upon the authorized area for all lawful purposes except for those specific areas designated as restricted by the AO to protect the public, wildlife, livestock, or facilities constructed within the authorized area.

r) In the event that the public land underlying the authorized area encompassed in this authorization, or a portion thereof, is conveyed out of Federal ownership and administration of the authorization or the land underlying the authorized area is not being reserved to the United States in the patent/deed and/or the authorized area is not within a corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the authorization, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part [2800][2880], including any rights to have the Holder apply to the BLM for amendments, modifications, or assignments and for the BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the authorization, or portion thereof, within the conveyed land and shall be subject to applicable state and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the authorization shall be considered a civil matter between the patentee/grantee and the authorization Holder.

s) The Holder of this authorization or the Holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.

t) The Holder will reclaim disturbed areas in accordance with these stipulations, which establishes guidelines to be used during reclamation, when necessary on lands administered by the BLM.

u) Prior to termination of the authorization, the Holder shall contact the AO to arrange a joint inspection of the authorized area. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limit to, removal of facilities, drainage structures, or surface material, re-contouring, top-soiling, or seeding. The AO must approve the plan in writing prior to the Holder's commencement of any termination activities.

v) The United States, it officers and employees shall be held harmless from and indemnified against any damage, injury, or liability resulting from the operation, maintenance, or termination of this authorization; including but not limited to any liability which the United States may have as owner of the land which is the subject of the authorization.

w) The Holder shall within 30 days following completion of the facility, submit proof of construction. Said proof shall include "as built" drawings of site construction, location of building, tower, roads, utility lines, and an "as built" drawing of the building showing all changes from the approved design. Final approval and occupancy will not be allowed until these drawings are approved by the AO. At the discretion of the AO, "as built" drawings may be required to be certified by a Professional Engineer, registered in the State of New Mexico, that the facilities have been constructed in conformance with approved designs.

x) The Holder shall inform the BLM of any changes to their authorization; all information required in the SF-299 application and 2920-1 permit must be updated throughout the term of the authorization. Changes include actions, but are not limited to: change in use, name change, assignment, address change, ownership, and any data entry required in the SF-299, including supplemental documents.

y) If the authorization is renewable, a new application must be received (BLM date-stamped) within 120 days before the authorization expiration date in order to retain the existing authorization serial case number. If the authorization is renewable and an application is received after the 120-day requirement as noted above, the authorization will be adjudicated under a new serial case number.

2. AIR

a) The Holder shall meet all Federal, State of New Mexico, and local emission standards for air quality.

b) The Holder shall meet all Federal, State of New Mexico, and local standards for necessary dust control measures as approved by the AO.

c) The Holder shall implement dust abatement measures as needed to prevent fugitive dust from vehicular traffic, equipment operations, or wind events. The BLM may direct the operator to change the level and type of treatment (watering or application of various dust agents, surfactants, and road surfacing material) if dust abatement measures are observed to be insufficient to prevent fugitive dust.

3. CULTURAL

In accordance with 43 CFR § 10.4 (g), the holder shall notify the BLM AO immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony pursuant to 43 CFR §10.4 (b). The Holder shall suspend all

operations within 100 feet of such discovery until written authorization to proceed is issued by the AO. In addition, the area of discovery will be covered, stabilized, or otherwise protected from damage. An evaluation of the discovery will be made by the AO to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the AO after consulting with the Holder.

4. **WASTE/HAZMAT**

a) The authorized area shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.

b) All waste disposal sites on public land must be approved in writing by the AO in advance of use.

c) The Holder shall immediately clean, isolate in appropriate containers and dispose of at approved waste receiving facilities any soil, water or materials contaminated by fuels, lubricants, hydraulic fluids, engine fluids or other hazardous and potentially hazardous materials or petroleum products.

d) The Holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the Holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the authorized area or on facilities authorized under this authorization. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the AO concurrent with the filing of the reports to the involved Federal agency or State government.

e) The Holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq.) on the authorized area unless the release or threatened release is wholly unrelated to the authorization Holder's activity on the authorized area. This agreement applies without regard to whether a release is caused by the Holder, its agent, or unrelated third parties.

f) The Holder shall properly report the occurrence of any spills associated with project construction and operation, and shall report and respond to spills of potential contaminants, such as gasoline, diesel, motor oils, solvents, chemicals, toxic and corrosive substances, etc., which may be a threat to public health or the environment. A Spill Prevention Control and Countermeasure Plan, as required for compliance with the Act, shall ensure minimal impact of on-site petroleum storage.

5. LIVESTOCK

a) The Holder shall minimize disturbance to existing fences and other improvements on public land. The Holder is required to promptly repair impacted improvements to at least their former state. The Holder shall contact the owner of any improvements prior to disturbing them. When necessary to pass through a fence line, the fence shall be braced on both sides of the passageway prior to cutting of the fence. No permanent gates shall be allowed unless approved by the AO. If livestock are present in the area, ensure no cattle pass while gate is constructed.

b) Fences, gates, and brace panels shall be constructed to appropriate BLM standards and/or specifications as determined by the AO.

c) When construction activity in connection with the authorization breaks or destroys a natural barrier used for livestock control, the gap, thus opened, shall be fenced to prevent the drift of livestock. The subject natural barrier shall be identified by the AO and fenced by the Holder as per instruction of the AO.

6. MINERALS

a) Use of native minerals materials is allowed within the authorized area on land administered by the BLM. Mineral materials shall not be removed from the authorized area without the Holder obtaining the appropriate mineral materials permit.

b) All off-site borrow areas must be approved in writing by the AO in advance of excavation.

c) Excess excavated, unsuitable, or slide materials shall be disposed of as directed by the AO. Appropriate mineral materials authorization shall be obtained prior to disposal.

7. PALEONTOLOGY

The Holder shall immediately notify the BLM AO of any paleontological resources discovered as a result of operation under this authorization. The Holder shall suspend all activities in the vicinity of such discovery until notified to proceed by the AO and shall protect the discovery from damage or looting. The Holder may not be required to suspend all operations if activities can be adjusted to avoid further impacts to a

discovered locality or be continued elsewhere. The AO will evaluate, or will have evaluated, such discoveries as soon as possible, but not later than 10 working days after being notified. Appropriate measures to mitigate adverse effects to significant paleontological resources will be determined by the AO after consulting with the Holder. Within 10 days, the Holder will be allowed to continue construction through the site, or will be given the choice of either (1) following the AO's instructions for stabilizing the fossil resource in place and avoiding further disturbance to the fossil resource, or (2) following the AO's instructions for mitigating impacts to the fossil resource prior to continuing construction through the project area.

8. SAFETY

a) Construction excavations, holes and trenches in roadways or in areas where pedestrians or vehicular traffic is present will be flagged, plated, or appropriately marked as required.

b) The Holder shall provide for the safety of the public entering the authorized area. This includes, but is not limited to, barricades for open trenches, flagmen/women with communication systems for single-lane roads without visible turnouts, and attached gates for blasting operations.

c) The Holder shall maintain the authorized area in a safe, usable condition, as directed by the AO.

d) During conditions of extreme fire danger, operations shall be limited or suspended in specific areas, or additional measures may be required by the AO.

9. SOILS

a) Erosion issues shall be repaired as discovered, as directed by the AO.

b) No activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of 3 inches deep, the soil shall be deemed too wet to support construction equipment.

c) The Holder shall be responsible for the prevention and control of soil erosion, storm water runoff, stabilization, and re-vegetation on BLM-administered land covered by this authorization, and land adjacent thereto, where such erosion has resulted from construction or maintenance of this project.

d) If diversion of water from the authorized area will result in accelerated erosion in undisturbed areas, water bars shall not be constructed. Furthermore, if the authorized area has a side slope approximately one-third or more of the slope along the length of the authorized area, water bars may not be constructed. Exceptions to spacing intervals will be upon approval of the AO.

e) The Holder shall re-contour disturbed areas, or designated sections of the authorized area by grading to restore the sites to approximately the original contour of the ground, as determined by the AO.

f) The Holder shall, as directed by the AO, rectify backfill settling in the authorized area.

g) When sufficiently abundant, overburden and topsoil will be stockpiled (within the authorized area) during construction for use during reclamation. Prior to seeding, the topsoil will be re-deposited (shaped and contoured) to resemble surrounding topography. Ripping or plowing compacted soils may be necessary in some areas and will be addressed on a case-by-case basis, as directed by the AO.

h) The Holder shall uniformly spread topsoil over all unoccupied disturbed areas (outside the ditch line, fence line, or work area). Spreading shall not be done while the ground or topsoil is frozen or wet.

i) The Holder shall restore drainages, to the greatest extent possible, to the original bank concentration, stream-bottom width and channel gradient. Loose soils, rill, and culvert shall be removed from the drainage channels as directed by the AO.

j) The Holder shall construct, maintain, repair, or replace, erosion control measures (water bars, etc.), barriers, and sedimentation control devices as necessary to ensure optimum function, as directed by the AO.

10. VEGETATION

a) The Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

b) The Holder shall, as determined and directed by the AO, seed all disturbed areas, using an agreed upon method suitable for the location. Seeding shall be repeated if a satisfactory stand is not obtained as determined by the AO upon evaluation.

c) Seed-bed preparation shall be performed to provide a hospitable environment for germinating seed by breaking up impermeable soil layers that have formed and increasing void spaces for air and water. Ground shall be roughed-up prior to seeding, by raking, harrowing or other methods, especially those areas that are compacted during project construction.

d) Seeding shall be accomplished in June or July to coincide with the "rainy" season to achieve optimum results. Seed will be planted a quarter to half inch deep using a disc type or similar rangeland drill sufficient to accommodate variations in seed sizes, or if broadcast, the rates should be doubled. If broadcasted, seed shall be broadcast with a "cyclone" hand seeder or similar broadcast seeder to facilitate an even spread. After

seed is broadcast, ground shall be raked or dragged, to help bury it and improve soil contact and provide texture.

e) Mulching is required on all seeding projects to prevent loss of moisture and seed to wind. Mulch shall be free of weeds and weed seed. Rotten or molded hay is not acceptable as mulch. Mulching shall be accomplished using one of these following methods:

- Weed free straw (2 tons/ac.; kg/ha)
- Wood residues (sawdust, wood chips, bark (2 tons/ac.; kg/ha)
- Hydro-mulching (1,500 lb./ac.; kg/ha)
- Composted manure (5 tons/ac.; kg/ha)
- Excelsior blanket
- Straw jute

f) Straw mulch is not recommended if livestock potentially have access to the area. Livestock should be temporarily fenced-out of any seeded area (as determined necessary by the AO). Livestock use will reduce possibility of successful re-vegetation. Probability of successful seeding will be increased if fencing remains until reclamation is stable and plants have grown well enough to withstand grazing. Any or all fencing requirement will be determined by the AO.

g) Mulch shall be applied on the surface within one day following seeding. A soil-stabilant tack shall be applied as an overspray after seed and mulch are in place. This tack should be at a sufficient rate so as to prevent mulch from moving due to wind. The following site identifies certified weed-free mulch providers:

http://aces.nmsu.edu/ces/seedcert/certified-weed-free-fora.html. Site-specific seed mix will be reviewed and approved by the AO.

h) Any seed used on public land shall not contain noxious weed seed and must meet certified seed quality. The seed procured for use on public land will meet the Federal Seed Act criteria. All seed to be applied on public land must have a valid seed test, within 1 year of the acceptance date, from a seed analysis lab by a registered seed analyst (Association of Official Seed Analysts). The seed lab results shall show no more than 0.5 percent by weight of other weed seeds. The seed lot shall contain no noxious, prohibited, or restricted weed seeds according to state seed laws in the respective state(s). Copies of the seed lab test results, including purity and germination (viability) rate, must be forwarded to the appropriate BLM office prior to seed application. If the seed does not meet the BLM and State/Federal standards for noxious weed seed content or other crop seed allowances, it shall not be applied to public land.

i) Stabilization will occur after a minimum of two full summer growing seasons after planting.

11. VISUAL

a) All above-ground structures not subject to safety requirements shall be color treated by the Holder to blend in with the natural color of the landscape, as directed by the AO. The color treatment used shall be a color which simulates *Standard Environmental Colors* designated by the Rocky Mountain Five-State Interagency Committee.

b) No signs or advertising devices shall be placed on the premises or on adjacent public land except those posted by or at the direction of the AO.

12. WATER

a) The Holder is prohibited from discharging oil or other pollutants into or upon the navigable waters of the United States, adjoining shorelines, or the waters of the contiguous zone in violation of Section 311 of the Clean Water Act as amended, 33 U.S.C. 1321, and the regulations issued thereunder, or applicable laws of the State(s) of [user entry] and regulations issued thereunder. The Holder shall give immediate notice of any such discharge to the AO and such other Federal and State officials as are required by law to be given such notice.

b) The Holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the Holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the AO with a copy of the same. Failure to comply with this requirement shall be cause for suspension or termination of this authorization.

c) The Holder shall construct water diversions on all disturbed areas to the spacing and cross sections specified by the AO. Water diversions are to be constructed to: (1) simulate the imaginary contour lines of the slope (ideally with a grade of 1 or 2 percent); (2) drain away from the disturbed area; and (3) begin and end in vegetation or rock whenever possible. Water diversions typically will consist of water bars constructed at the following spacing intervals:

PERCENT SLOPE	SPACING INTERVAL
Less than 1%	400 feet
1-5%	300 feet
5-15%	200 feet
15-25%	100 feet
More than 25%	50 feet

13. WEEDS

a) The Holder shall be responsible for weed control on disturbed areas within the limits of the site. The Holder is responsible for consultation with the AO and/or local authorities for acceptable weed control methods, which include following the Environmental Protection Act and BLM requirements and policy.

b) Power or high-pressure clean all equipment of all mud, dirt, and plants immediately prior to moving into the project area. Any gravel or fill to be used must come from weed-free sources. Inspect gravel pits and fill sources to identify weed-free sources. No soil spoil that could potentially contain noxious weed seeds shall be transported out of the area where it is created.

c) The Holder shall be responsible for conducting a survey for and control of noxious weeds along the route proposed for construction. If during construction, noxious weeds are identified that were not originally encountered during the survey, the project applicant shall avoid driving vehicles and equipment through or over the infested area. If avoidance measures cannot be taken within the area originally cleared, construction shall cease and the AO shall be contacted.

d) Any use of herbicides/pesticides shall comply with the applicable Federal and State laws. Herbicides/pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Holder shall obtain from the AO written approval of a plan showing the type and quantity of materials to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the AO. Emergency use of pesticides shall be approved in writing by the AO prior to use.

14. WILDLIFE

a) Construction holes left open overnight shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling through and into a hole.

b) Screen caps or covers shall be install on any open-top vertical pipes less than 12 inches in diameter, to reduce wildlife mortality resulting from entrapment.

c) If Holder's construction or maintenance activities occur during the migratory bird nesting season (March 1 through September 15), the project area will be inspected for nests by a qualified biologist. Established stick nests will always be identified and avoided; stick nest locations shall be provided to the AO.

d) If during construction wildlife species (such as reptiles, amphibians, or small mammals) are encountered, they would be avoided or allowed to move out of the way.

15. SPECIAL STATUS PLANTS

For construction and maintenance activities on authorizations that are in and adjacent to occupied habitat for special status plants (endangered, threatened, BLM sensitive), the project area will be inspected by a qualified botanist prior to beginning work. Special status plants will be identified and avoided, or the AO will be contacted if this is not possible. Special status plant observations will be provided to the AO.

Special Stipulations
Exhibit C

1. The Section 106 compliance process must be conducted prior to any ground disturbing activities. As directed by BLM, and archaeological inventory and evaluation must be conducted at the Holder's expense by a BLM permitted archaeologist. The cultural resource inventory report shall be submitted to BLM for approval.

2. A 3rd party use within the limits of the authorized use granted herein is subject to issuance of a separate authorization in accordance with 43 CFR Part 2800 and Part 2880. The holder does not have the authority to authorize a 3rd party use within the limits of the authorized use.

No ground disturbance is permitted without written approval from the Authorized Officer.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: H.7

SUBJECT: Adoption of Recommendation and Report from the Municipal Ordinance Jurisdiction Advisory Committee
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 10, 2022
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

This is for the Approval and recommendation of the Municipal Ordinance Jurisdiction Advisory Committee Report and request to proceed with an Ordinance to allow the City to transition to Magistrate Court as the Court of jurisdiction over City Ordinances.

Recommendation:

Approval of Report and Approval to move forward with ordinance.

Attachments:

- Jurisdiction Advisory Committee Report
- Special Public Hearing Minutes
- Resolution No. 69 21/22

-

Fiscal Impact (Finance): **N/A**

$0.00

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

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 11-16-2022

November 7, 2022

REPORT FROM THE MUNICIPAL ORDINANCE JURISDICTION ADVISORY COMMITTEE

From: Municipal Ordinance Jurisdiction Advisory Committee ("Committee")

To: City of Truth or Consequences City Commission ("City")

This report is prepared, approved and submitted by the Committee to the City to satisfy the statute requirements set forth in §35-14-1, N.M.S.A. (1978).

RECITALS

1. On June 22, 2022, the City Commission of the City of Truth or Consequences met in regular session and adopted a Resolution whereby the City Commission of the City of Truth or Consequences Hereby Expressed its Intent to Designate the Sierra County Magistrate Court as the Court having Jurisdiction over the City of Truth or Consequences Code of Municipal Ordinances ("Resolution"). A copy of the Resolution is attached hereto as **EXHIBIT A**.
2. On July 13, 2022, the City Commission met in regular session, and pursuant to the requirements of §35-14-1 (B), appointed the following Seven (7) Members to this Committee:
    A. Mayor Amanda Forrister
    B. City Commissioner Rolf Hechler
    C. Municipal Judge Beatrice Sanders

D. Chief of Police Victor Rodriguez (Victor Rodriguez subsequently resigned from the Police Department and was replaced by Acting Chief of Police Donald Venable.

E. Frances Luna, Public Member

F. Klarene Rich, Public Member

G. Bruce Swingle, City Manager and Public Member

3. The Committee met on August 8, 2022 and agreed upon the appropriate procedure for the Committee actions and also scheduled a Public Hearing.
4. After due notice to the public and proper and timely advertisement, a Public Hearing was held on September 26, 2022 at the City Commission Chambers.
5. At the Public Hearing, the Committee received testimony from all interested persons. A copy of the minutes of the Public Hearing are attached hereto as **EXHIBIT B**.

RECOMMENDATION

On October 24, 2022, this Committee met at the City Commission Chambers. A Motion was made and seconded that the Committee recommend to the City Commission that it designate the Sierra County Magistrate Court as the Court having jurisdiction over the City of Truth or Consequences Code of Municipal Ordinances. The Motion passed by a Four (4) to One (1) vote. The specific voting breakdown was as follows:

1. Mayor Amanda Forrister – For
2. City Commissioner Rolf Hechler – For
3. Public Member Bruce Swingle – For
4. Acting Chief of Police Donald Venable – For

5. Municipal Judge Beatrice Sanders – Against
6. Public Member Frances Luna- Absent
7. Public Member Klarene Rich – Absent

Pursuant to the requirements of §35-14-1 (C) (3), N.M.S.A. (1978), this Report is hereby submitted to the City Commission.

Respectfully Submitted,

AMANDA FORRISTER

ROLF HECHLER

BRUCE SWINGLE

BEATRICE SANDERS

DONALD VENABLE

FRANCES LUNA

ABSENT

KLARENE RICH

MUNICIPAL ORDINANCE JURISDICTION ADVISORY COMMITTEE
MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
MONDAY, SEPTEMBER 26, 2022

SPECIAL PUBLIC HEARING

A. CALL TO ORDER:

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

A. CALL TO ORDER

1. ROLL CALL:

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

Amanda Forrister, Mayor **was absent**
Victor Rodriguez, Chief of Police
Rolf Hechler, Mayor Pro Tem
Bobbie Sanders, Municipal Judge
Frances Luna, City Appointee
Klarene Rich, Judge Appointee **was absent**
Bruce Swingle, City Appointee

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

B. INTRODUCTION & PURPOSE:

The purpose of this Public Hearing is to determine whether designating the Sierra County Magistrate court as having jurisdiction over the City of Truth or Consequences Municipal Code of Municipal Ordinances is in the best interest of the City of Truth or Consequences and its citizens:

Mayor Pro-Tem Hechler gave his introduction. Complete copy of introduction attached hereto and made a part hereof.

C. PUBLIC HEARING:

This shall include testimony from all interested persons, including the mayor, the governing body and the Municipal Judge pursuant to §35-14-1 (c)(2), N.M.S.A. 1978 (2019 amended):

Mayor Pro-Tem Hechler opened the public hearing.

Mayor Pro-Tem Hechler: I guess we'll wait for our panel to speak at the end.

City Attorney Rubin: I agree. Looking at the statute, what we're doing is combing C1 and C2. C1 is a public hearing, and C2 is hearing testimony from all interested persons including the Mayor of the Governing Body. I would agree to let the public speak first.

Mayor Pro-Tem Hechler: This is a public Hearing. We aren't going to be sworn in. You will have 5 minutes to speak or make your presentation. Everything will be recorded, and will be part of the report that we submit to the Supreme Court.

Kathleen Sloan: Kathleen Sloan, 708 Olivo, Williamsburg. I must be blunt because you have limited me to 5 minutes. The city's independent judicial branch should not be dissolved because the city has already erased several checks and balances, becoming less democratic. You know the chart. Legislative executive and judicial branches that are supposed to be a check and balance on each other, co-equal, with not a King, Queen, or Patron at the top, but the people who have a duty to be a check and balance on their government. The press next door to the people that is supposed to speak truth to power. The city's police department is under the executive branch, not the people, as is the sheriff's office, making it vulnerable to political pressure. The city has already taken steps to ensure that the municipal court is dissolved, pre-determining the outcome of these proceedings. She asked that the following be "*entered into evidence*."

- **Enter into evidence #1:** The City Commission passed a resolution to form this committee when the municipal judge still had a year and a half of her term left in order to reduce the municipal court's case load. Case load is the basis of the New Mexico Supreme Court's decision whether to dissolve the court or not.
- **Enter into evidence #2:** The Mayor, and the City Commission chose who would be the public representatives. They chose the City Manager who is head of the executive branch, and an ex-City Commissioner who was part of the legislative branch, and who is the head of the local press, to act as the people's representative. Both have also expressed their desire to do away with the court in city commission meetings.
- **Enter into evidence #3:** Chief of Police, Victor Rodriguez announced that the Truth or Consequences police department had been instructed to cite cases into magistrate court. Probably also to reduce the municipal court case load. This not only takes away officer discretion. It demonstrates the lack of the police force's independence from political pressure, generated by the legislative and executive branches.
- **Enter into evidence #4:** This public hearing is being run according to city commission rules, not giving the committee its head, usurping their independence.
- **Enter into evidence #5:** This public hearing is being held without prior presentation of research or fact findings, making it impossible for the public to make informed decisions, or give informed testimony unless they spend hours doing their own research.
- **Enter into evidence #6:** I quote Mayor Pro-Tem Rolf Hechler saying "clearly we are not getting what we want from the municipal court" reflecting the city's general attitude that the court is not independent and co-equal, but inferior. I request that this committee do what the City Commission should have seemed to before forming this committee, research and findings of fact presented to the public, and then hold another public hearing. I suggest the following be investigated.

- #1: How many New Mexico cities have dissolved their municipal courts? I could find two. Elephant Butte being one of them. I asked for documents in their research, and none were found. Before and after impact in cost to the city, cost to the accused, as well as social justice should be compared. I looked at Aztec's municipal court costs. A city of similar size. They spend about $200,000 on their municipal court. Similar to the city's cost, minus state grants, and they receive about $35,000 in fines, $15,000 more than our municipal court, but we are poorer, less educated, bolder, and have greater drug problems, mental illness, and emotional disturbance. Judge Sanders understands these problems. She has said during her budget explanation that she saves the city a lot of money by working out problems without sending older drug addicted and mentally ill people to jail. Mr. Swingle reported during a May 2020 budget session that the city owed Sierra Vista hospital $100,000 for medical services for jailed people.

Ron Fenn: 316 N. Foch in T or C. I have been arrested in the town five times, and I have run for city commissioner in this town five times. The only time that I was ever convicted in this town was by Judge Sanders in the municipal court. The four in magistrate court were all dismissed. That says something. Fortunately, the case that I was prosecuted by Mr. Rubin, and was found guilty for was later dismissed with prejudice by the replacement City Attorney. That says something. It was the only time the ordinance I was convicted of was ever charged to anyone. This indicates the kind of thing that goes on, and by the way the four arrests that he had made were all done either by the Deputy Chief or the Chief of Police, never by his city officer. There is something wrong here. I think that the big problem here is the City Commission and the city who hires the City Manager, who hires the Chief of Police is not doing their homework, and hiring the proper people who will serve not the commission, not the city workers, but the people. Protect and serve has lost its meaning. It now means protect and serve those who run the city. Ms. Luna here who has no business being on this commission as far as I'm concerned, who publishes every arrest, and puts people like myself on the front page for crimes that are dismissed, and never reports the dismissals, thereby hurting peoples reputations. There is nothing of value in that kind of justice. People get harmed. Many people. I have been harmed many times, which is why I lost five elections. Thanks to Ms. Luna and her newspaper. These are problems. We have big problems in this town, but getting rid of the municipal court is not going to fix our streets, our water, our sewers or our electric. It's going to do nothing, but create more problems. Recently a case that should have been brought to municipal court was taken to magistrate court as a court case. A crime that I reported, committed against me in an election. It was the violation of my election property of someone stealing signs and defacing them. The city would do nothing about it even though the signs themselves were clearly displayed on a business property. Secondly, a man who is a disabled veteran was charged with throwing some water paint on a couple of campaign signs. He went to magistrate court, and they found him guilty with a $100 fine, plus $67 or $80 in court fees. How much is the city going to get out of that? I don't know, but this is a clear indication of the kind of policing and justice that are here. If you are the wrong person, and if you don't have the ability to stand up and fight, you get fined. If you fight, then you find that you have to make your own justice, and having Mr. Rubin here as a City Attorney for over 25 years is ludacris, and counterproductive as far as I'm concerned. He isn't even a legal aid.

D. CLOSE PUBLIC HEARING:

With no further presentations from the public, Mayor Pro-Tem Hechler closed the public hearing.

E. MEMBER FINAL COMMENTS:

City Manager Swingle: Looking at the data we have received from the courts, I think what the Police Department is trying to do is move cases to the magistrate court to not extend the period of time the cases are held, and if this goes forward, we do the transition, there would be less cases to transfer at that time. I am looking at the data, and it is a bit confusing to me. I think maybe the Judge can clarify a lot of it, and what it means, but looking at the years from 1998 to 2010, 2010 to 2021, and 2021 to 2022... I think fiscal year 2022 is really June 15, 2022 to September 22, 2022. The numbers are kind of all over the map, and I just have a hard time understanding what I'm looking at. In 2021 to 2022 it has 501 cases closed, 35 cases disposed, 39 suspended DL's, 85 deferred on probation, 5 DWI warrants or suspensions, 5 warrants, 8 agreements, and I think probably the most important one is the 76 cases that are pending hearings. June 15, 2022 through September 22, 2022 it looks like there are 61 cases pending from that period. So is it fair to say that we have more the newer cases pending vs. those having had some type of Judaification?

Judge Sanders: Yes, and this is the only way that the software could break it down without giving you just a solid number. That is what Margaret has been working on. It is to see what would be the best format to provide you with. We did go through it while we were preparing the report, and I found it best to go ahead and shorten the deferred time on some of the probationers. They had done very well, and I have the right to do that. On some that had been deferred for 6 months on probation I went and closed some of those out. Going through the files individually, and making sure that we are 100% accurate in what we are doing took a little bit more time, because these are people after all.

City Manager Swingle: Your honor, from 1994 to July 27, 2022 there are 86 outstanding warrants that are in the system currently.

Chief Rodriguez: The only comments I have regarding municipal court is realistically, yes, we did move the cases to magistrate court. I will tell you that the majority of municipal courts in the entire State of New Mexico handle mostly traffic city ordinances. Every so often they get a criminal city ordinance. The majority of the cases that are filed in criminal matters usually always windup in magistrate court for various reasons. They do handle Animal Control, Code Enforcement and traffic violations. The municipal court is handling most of the Animal Control and Code Enforcement cases since we've made the switch over to magistrate court with all of our traffic cases.

Mayor Pro-Tem Hechler: Our Mayor Forrister is not here today. However, since she is a committee member, she will be able to respond at a later date, and that will be included in the packet. We are also accepting a letter from member Klarene Rich who is the Judge's appointee, and that will also be made part of the packet. As far as my final comments go, this is a monetary decision. We pay approximately $267,000 a year for municipal services and the Municipal Judge. When I made the comment that "clearly we are not getting what we want from the municipal court" I was trying to weight the

services that we receive from the municipal court, and the monetary value of those services. I am not convinced that $267,000 will cover that. I believe personally that, those funds can be best used for the City of Truth or Consequences in other areas that are needed. That's not to say anything derogative towards Judge Sanders. I have a lot of respect for her. She served this community well, and she's done a good job for this community, and I appreciate her service.

City Manager Swingle: Mayor Pro-Tem, I failed to mention that I have spoken with Judge Brown, and went over kind of what the ballpark caseload was. He is pretty familiar with the case load to some extent, and he felt that his court would have no trouble handling the additional cases that the city would be transitioning over to the magistrate court. He didn't feel like he would need additional staff to do that. He did also indicate an interest in bringing the employee we have in the courts over to magistrate court if that would be necessary.

Judge Sanders: We're talking about the end of my term. Judge Brown will no longer be there. I believe that Judge Lee will be there, and with the way administrative offices of the court work, Judge Brown doesn't have the sole say so as to who is hired. The Administration Office of the Courts (AOC) does. We're talking about something that Judge Brown is certainly in favor of, and he has spoken to me about it as well. He would love to do this, but he will not be the Presiding Judge at that time. In fact, his term is up this December. Let me respond to the comment that was made in quote of "not being happy with the services received so far." Let me say that there is only 1% in this room right now that can go back as far as I can, and that is Mr. Rubin. Mr. Rubin has been the City Attorney as far as I know, and I have been with the court for 31 years. He can attest or not. It is not necessary. There are public records. The court has made decisions in the past that then required the city to take over and follow through. There was money paid for legal representation filed to district court, and at that point something happened. City Managers changed, and City Commissioners changed. There was a shuffling of agendas and priorities, and these cases went stagnant, even so far to develop resolutions and some activity in following up, but then it was dropped. There are about 7 very big cases that went to district court on appeal, and nothing came of it for whatever reason. I am not entitled to know that. I can ask I suppose, for the city or Mr. Rubin to give me some information, but the last one I called Mr. Rubin about happened to be on a citizen who happened to be filed on for a huge mess. Garbage automobiles, etc., and the neighborhood was upset, and rightfully so, because they were trying to sell a property, and that property could not sell because of the neighbors condition. Well anyway, I asked Mr. Rubin what happened there. I had adjudicated this case years ago, and Mr. Rubin informed me that he would have to look into it because that happened at a time when his contract was not renewed, and we had a quite lucrative law firm out of Las Cruces come in, and they didn't know about city ordinances. They were very clear to me that they were not aware that they were going to be representing the city, and the municipal court. They were not familiar with ordinances, and on, and on. To make a long story short, when the public comes into the city to discuss these issues, why are the citizens not being informed that it is public record? They can go to me. I am open to discussing whatever you want to discuss on these cases, but not providing the services is certainly not a valid reason for belief. It isn't. Legal money has been spent by the city to process some of these things, but then there hasn't been any follow up, and that's why we have these cases the way we have them right now. I was told that we have to start over, so here we go. The municipal court has the shortest case processing time possible. We go by the clock, by the statute, by the law, and by the ordinance. Cases

have to be processed within a certain amount of time, and if there are continuances, we have to grant those many times, and we have to grant extensions. COVID really made a big change. We weren't allowed to have the court open to the public. Things had to be done via phone, and a lot of people didn't have a phone etc. etc., so no, the cases that go through municipal court have the shortest time process. I like everything that was said in public comment. It is so accurate, and to the point. I am just not used to defending myself. When Section 35-14-1 and the consolidation of the municipal court to magistrate was pushed, it was pushed so hard that there was no time to develop a real tangible process. I'm going to tell you what my concerns are right now, and nobody knows the answers. That's the problem. When you call around, and they are misinformed, or they don't know, and they are guessing, my concern is the transition of the data, and my concern is the public treatment in magistrate. It will be the end of my term so there is no concern for myself, but it is a concern for my staff, and it is a concern for the public, and how they will be attended to in the magistrate court. Judge Brown would not be the person that would be there to accept these transition processes. You've already invested money in me, and you invested money in the municipal court. I've got 31 years with mandatory annual training, and 93 CEU certifications. The only one who has been here as long as I have is Mr. Rubin. There have been 19 Chief of Police, or their Interims. 7 City Managers, or their Interims. There have also been 7 different City Commissions. It seems odd to me that this is just thrown on the table and said that we're doing this, and nobody can provide information that we can pick up and go with, and that's because it hasn't been done in a court our size. Elephant Butte already had the ability to file in magistrate court. Officers have done that for years until they started developing their city codes, and that's when they had a little bit of a change, but nobody knows what happened, or the process. I am only quoting what I hear, and that is that. Their police department folded up, and they didn't feel that they needed to follow through with the municipal court, but that is here say. I would love to see some tangible records of documents that say here are the courts that have done it, but there's nothing. No cost of what it's going to be. No procedurals, nothing. Even this committee is kind of thrown together based on a very open statute. The statute is not very clear, and I can attest to something. It was pushed through in a hurry. The first time it tried to go through, it tabled, and then it came back with a little more process or procedural instruction that was put in, and I suggest to you that we do the same thing. We need to do some research because the court was never designed to be revenue for the city. We've got hard times in this town. The gun business is thriving, but everything else if you think about it, is not. Look around you, everything such as rent, housing, everything, is struggling. Banks are struggling because of the situation that is happening right now in our community. Drugs are up. Mental health issues are up, and it is not a good place to be. Defunding and dismantling service that works directly with these people can't actually be of service to the public.

Member Luna: I believe this committee, and the function of this public hearing is merely a formality. I believe we all know that the reality of it is that the municipal court is going to close. You have spoken Judge Sanders with the Municipal League, and the Administration Office of the Courts (AOC), as has City Manager Swingle, and this is a formality. The statute was designed for this procedure. I've sat on this Commission as a Commissioner, and when we came to a budget hearing and asked for you to present to us, you presented the needs for your budget during a commission meeting because you could not come to a budget hearing. When we asked you questions about it, you told us the exact same thing. You were not there to answer to the Commission, and you were not there to generate revenue for the city. However, no offence to you, but the

predecessors you are talking about were like family to me. It is the nature to spend. However, this city has blead for too long. There is another means for the law enforcement to adjudicate cases, and that is through magistrate court. You are a resident in this community. There are water leaks right in front of your home, and in your neighborhood, and that $200,000 may not fix all of the problems, but they will go a long way to solving problems. I think we can beat the horse, but it's dead, and I think we need to put our comments on paper, submit the documents, and move forward so this transition can be as smooth as possible. I have not been here 31 years only because I was a little late, but I have worked with your courts, with you, and with the City Attorney for 25 years in my capacity in the print, and I was honored when the Commission chose me to sit here because I have been on both sides of your bench behind getting the reports for the paper. I have been in teen court. I have seen what the court does, but I think it's time we stop the bleeding, and save the $260,000.

Judge Sanders: I want to point out to you Frances that no, it is not a done deal. In my wanting to know who had done this before, how did it go, how it worked, and what was the cost, I happened to walk up to Artie Pippen, the Director of AOC, and the President of the Judges Association at the Municipal League. It was a group of people, and I didn't recognize them. They were conversing, and Artie Pippen made the comment that T or C is done, and Judge Allen said "no, the Supreme Court states if this can't even be done after the Judges term is over, and she's got a year and half" then low and behold there in the group was Supreme Court Justice Bacon, and she said "that's right. This is a little premature, but it's not going to happen until her term is up," so it's not done. It was pointed out to me that the decision that the Supreme Court makes is not based on our comments. The comments are mostly for the Commission to know whether they are moving forward or not. What the Supreme Court is going to look at is the situation with magistrate at the time, and if they can handle the case financially, manpower wise, etc., etc. That's what they are going to be looking at before they even do this, so no Jay, you will not have to be there with a brief. So when the public hears you say it's done, no it's not done. You don't have the final say so. The Supreme Court Justice has the final say so, and that will not happen until I'm gone unless you know something about me that I don't. Maybe you know I'm fixing to be squashed or something, but at any rate when the public hears you say this, it's not facts. You told me you operate only on facts, and this is not facts Frances. What we should say is that we are meandering our way into it, but the final say so will be the Justice of the Supreme Court. They have a totally different view of what the municipal court should be, and could be doing. I felt much better after speaking to people at that level. It was really assuring that it is not a matter of you're done because we need the money for the water leaks or for the failing electrical system. I think we've had 31 plus years of these things coming on, and nothing was done. That's what the issue is.

Mayor Pro-Tem Hechler: I would like to give City Attorney Rubin the chance to speak since his name was mentioned several times.

City Attorney Rubin: I am looking at Paragraph C which really governs what we are doing here. We are taking care of number 1 & 2 right now. We are having the public hearing, and hearing testimony. Paragraph 3 states that the advisory committee has to submit a support document which includes recommendation directed to the governing body, so I am anticipating that there will need to be another get together to agree on the report, and the recommendation that will be submitted to the governing body, so I don't know if I really need to weigh in on my legal opinion about the comments that are being

made right now. That will happen when we get together again for our report and recommendations. I have been however taking notes of what has been said from the interested people in the audience, and I appreciate them being here. I am also taking notes from the committee. It may very well be when we come back that I will be responding to some of the comments that have been made.

Chief Rodriguez: I just need to get a couple of things on the record. You are absolutely right Judge. There is nothing that is done until the Supreme Court says it's done, but I am an individual who looks at the statutes, and the intent of that statute gave the governing body a lot. You are absolutely right. It's vague, but you were a part of that, and you've been in New Mexico long enough to know that they change their statutes, all the time and we follow them. That's our job to follow the statute the way it's written, and the way it is written is the way we are following it. A couple of other things I want to talk about is magistrate court. I've dealt with magistrate court not only in this county, but throughout the state, and to hear about public treatment in the magistrate court is completely absurd. Magistrate court has always been to me, a court that has been very respectful to the community. As a matter of fact, that's where a majority of cases start with both misdemeanor and the federal level. That is who you have to see, so to imply that if we were to close the municipal court, the magistrate court would somewhat treat the public differently is absurd. That is absolutely absurd because he has never seen any issues here or throughout New Mexico with magistrate court. We have had all of our traffic cases, a majority of our misdemeanor cases, and our felony cases over there. So, to hear any implication that magistrate court is going to be somewhat less to hold somebody's constitutional rights different than the municipal court is completely absurd. I want to also comment on what was said earlier about the balance of powers. The municipal court is a judicial branch, but just because it is gone, doesn't mean that there isn't a balance of power. You still have the district court who over sees the entire state. If there was an issue with an executive or legislative branch, and somebody felt that they had broken some type of procedural process or there was an issue, municipal court wouldn't even have jurisdiction over that anyway. They are a court of limited jurisdiction on certain things. So, to say if the municipal court were to go, and those remedies would be gone is incorrect. That is not true because district court is still out there, and there are some matters that magistrate court could hear as well. I can tell you right now, the time that I have been the Chief of Police for the City of Truth or Consequences, and speaking to officers who have been here longer than I have, the effectiveness of the municipal court is not to par with magistrate court. If you guys know me, you know that I am a traffic writing individual. I like going out there and enforce traffic laws. We have written thousands of citations to go to the municipal court, and the magistrate court, and the level of effectiveness on how quickly cases go through the system is day and night in comparison to magistrate court and municipal court. There is no if, ands, or buts about it. The cases are getting adjudicated and being processed. Not only for the benefit of the defendant, because I firmly believe in defendants' rights, but for the defendant not having to sit around and wait months to hear from the court. I look at the numbers, and I know where the numbers are at. I want to also make it clear that it is very difficult when people talk about data, and ask why we don't have this data, and where is it at? Well, it is very difficult to get the data when you can't access it. I have always had what I consider to be a positive relationship with Judge Sanders, but she is the Queen of her castle. She is an elected official, and she runs municipal court. We can only get the data that she allows us to get. We've asked for it. We spoke to her, and she stated that there was a software issue with the conversion of the data. I have yet, or anybody in the city has yet to step into municipal court and review that data, and

go through it. I just want to make it clear that we have attempted to get this data. We've asked for it. This is what was provided to us. It is in the format based on the software that the Judge stated was what they could produce. It is not that we have not asked for it. I will tell you right now that we have code enforcement cases from last year in municipal court so this perception that the court is going through this six-month rule is inaccurate. People got notices for some of these cases, and were calling the police department to ask why they are barely going to court on this when they got a citation in August or even last year. It is inaccurate to say that people are going through the system as effectively as they are in magistrate court, and that's the way I look at it. I look at it as if this is in fact approved by the Supreme Court. This is a better efficient use of public monies, and it speeds up the system to allow these cases to go through the system and get heard. We have not had any issues in magistrate court, and yes Judge Brown is not going to be there, but I think the Judge answered her own question. It doesn't matter if it is Judge Brown or Judge Lee. It is ultimately going to be up to the Supreme Court to decide, so at the end of the day I think that it is in the best interest of public monies, and the best interest of the residents of Truth or Consequences, or anybody who comes into contact that the municipal court close, and everything go to the magistrate court. It only makes sense. We are too small of a community to have two courts. It just doesn't make sense to have them both.

City Manager Swingle: I have to agree with Chief Rodriguez on the treatment of magistrate court. The magistrate court judges are from here. They too are in tuned with the community. Magistrate court has been a fine court in all jurisdictions of New Mexico. With respect of the financial side of it. We only have a set pot of money. It is a limited pot of money, and the city has to use that money in the best means possible, and if we can save $267,000 a year, or thereabout, and we can defer these cases to another court, and use this money elsewhere, its proven to do so. It's proven to look at this organization. We have growing needs in this community, and our revenues are not growing in sync with the needs that are out there, so we have to decide as an organization how that money is best to be used, and from my perspective, it is a pretty simple step if you can get a court of record to hear your cases, and it doesn't cost you anything, then you can use that money for better uses in the city. That is absolutely the thing to do.

Judge Sanders: One thing in response to Mr. Swingle, do we know what it is going to cost? My information is that there is going to be a cost that the city is going to have to pick up. It may not be the cost that you have now, but there is going to be a cost. How much? We don't know, because nobody has researched that. Are you familiar with the request of public records process Chief Rodriguez?

Chief Rodriguez: Yes I am.

Judge Sanders: Have you filed one with me to come in and go through records? I offered that before. I said that you are welcome to file a records request, and I can let you in the system, or I can let you print out whatever you want. I haven't received that, so we are struggling to give you this early on in the process, and give you a ball park figure. That is why this was sent to you the way it was. Now let me explain something, and I did this at the commission meeting that you are speaking about Frances. There are cases that we have that were docketed by one of our newer clerks. She was not aware that the cases were not processable. Why? Because Code Enforcement took the file, filed the necessary paperwork for it to come into Municipal Court to be docketed.

That's all the girl looked at, and she was not aware of the attachment that supported what she was seeing. Yes, we saw the returned receipt, and we visited with the individual and warned them about property issues, but those documents were signed and put away in the prior Code Enforcement Officers file. They were dated 2019 and 2021, and nobody did a follow up to say, ok I'm filing now. I need to do the whole packet. I'm not disparaging magistrate court. What I'm saying are facts. You're a newbie here. I operate next with magistrate pretty closely, and I watch what they do. Do you think for a moment that they are going to do what we do and call your office and say, will Code Enforcement please take a look at these documents, and either correct them or dismiss them. We're in the middle right now. We have these files that we've asked Code Enforcement what they want to do with them. Magistrate court will close it. There's no call or consideration for the time, effort, and money that has been spent to get this re-done. Understand, that I am not disparaging magistrate court, but when it comes to being in a meeting, and understanding what has happened because its being spoken about, no, they don't have the time to do the extra conversation with the individuals and consideration. Nothing like that. That's her concern. She comes from old school. When she started in municipal court Judge Hawkins would not allow someone to come through that front door without them being given the best service possible, and that's where I'm at. Maybe that's gone with defunding and dismantling. You are used to working in Metropolitan areas like Santa Fe, and Albuquerque. We're in T or C. I have experience. Very different experience from yours. Mine are more alongside of the community that we have right now, and the citizens in this community. That's where I am at. I don't have a foot out the door and give elaborate words for things that I'm not familiar with. What I tell you, you can check over. So, like I said, six months yes, those are the records I told you were in my possession at the court waiting for somebody to decide if you are really filling or not. I'm not accepting something that was filed two months ago with the supporting data of a year and a half ago. I'm not going to do it. Sorry. Call it whatever you want to, but that's not going to happen.

Mayor Pro-Tem Hechler: Thank you Judge Sanders.

Chief Rodriguez: The IPRA wasn't made by me. It was made through Ms. Alvarez when we asked for these documents. As far as magistrate court, they do that all the time with the officers. They do call the officers all the time if there are any errors or anything they believe needs to be fixed. I just want to make it clear. What I was talking about with code enforcement has nothing to do with the old Code Enforcement Officer. It has to do with our current Code Enforcement Officer, but besides that, magistrate court here in Sierra County provides excellent customer service to both the defendant, and the plaintiff. They are approachable, and they have access to it. According to statute, you mentioned about how we were going to pay for this, but if you look at Subsection f, and if in fact this is passed, it clearly states on there the fees for each municipal ordinance violation. It states very clearly as to what is remitted to the state, and the judicial fees. The only thing that the municipalities get is the correction fees, and that is in the statute under Subsection f, unless you are aware of any other statutes, but I have not seen any.

Judge Sanders: There has been no research. I'm not talking about the fees that have already been made by statute. I'm talking about the transitional fees. The software. The staff. We don't know what's going to happen. We don't know what fees the city is will be responsible for. I talked to the administrator of the jail about what the contract involved between the city and the jail, and she said that the city pays the bill for every file that the municipal police department does, and every arrest that they make and process, and

they also pay the hospital bill that comes with that. Do you know how many people on that list belong to municipal court, about 1%.

Chief Rodriguez: Just for clarification purposes Judge, that is incorrect. Our contract with the county is very clear, and it is by state statute, and covered by Attorney General Opinion that the municipality only pays for inmates who are arrested on municipal charges. If you charge somebody under magistrate court for any state charge, the county is responsible for that charge, and that is the majority of our filings, arrests, and warrants that come out of a state court. The county by statute is required to pay that, not the municipality, and that is the way that it has always been. So, for instance assault and battery, municipal court has an ordinance for that, but so does the state statute, which is the reason a majority of the cases do not go to municipal court. 9 times out of 10 the state statute is used, which therefore it will go to magistrate court, and the state covers the cost of it. That's how it works, and that's how it always has worked throughout the entire state. It's been like that since 1960.

City Attorney Rubin: I think we should discuss how we want to move forward. I know we can't go into specifics, but the next responsibility is to submit the report, including the recommendations. Do we want to schedule another time for the committee to get together? What is the pleasure of the committee?

Mayor Pro-Tem Hechler: I suggest that we confer with the members that are not here, as well as the City Manager, and come up with a time and date that we want to meet again. It seems like we had some difficulties the last time, and we had to change dates a few times, so what we will do is talk with everybody to see what is most convenient, and we will publish the date and meet again to take the next step.

Judge Sanders: I am struggling with information that is not factual, and in front of me, saying this is what I'm talking about. I would like to have this next meeting scheduled when that information is provided, and it is facts. I know that Chief has said that he's worked all over the state, and he knows that all of the magistrate courts are the same, and he knows that cases are moving, but I'd like to see facts. That's what I operate on. Not here say, or personal opinion. It has to be something that I get. Anything that says look here it is.

Mayor Pro-Tem Hechler: If I recall the process, we are to hold one public hearing which we've had. I don't anticipate another public hearing. At the conclusion of this hearing, we will submit a report to the governing body which will be the City Commission. We will gather this information that we have today, and now, and we will present that to the Commission for a final disposition on whether or not we are going to go the Supreme Court. We will try and represent the facts as best as we can, but I don't know if there will be further research done in order to do that or not. We will figure that out, and see how the report looks.

City Manager Swingle: What facts are we talking about?

Judge Sanders: Things that are being quoted. For example, the things that the Chief is stating timewise. Things that are putting the court in some people's opinion that we are not providing the service to the city in a manner that is expected by the city. That's an accusation that technically falls under standards, but if there are those accusations, I think that I am entitled to see it.

Mayor Pro-Tem Hechler: Judge Sanders if I may, this is not a formal hearing. We didn't get sworn in. Many people represented themselves here whether they did the research to get the facts or not. They represented themselves to what they believe is true. I don't think anybody here lied or made any fabrications. We all tried to give the best information that we had based upon the opinions that we had, and that's what this was about today. If we need to do further research, I guess we can determine that with our Attorney, but other than that I think that we should put our report together.

Chief Rodriguez: Just for record purposes since my last day is Friday, and the Police Chief is part of the Committee, I have Lt. Venable here who will be serving as the interim Police Chief and he is here for any hearings that occur after that.

F. ADJOURNMENT:

Mayor Pro-Tem Hechler adjourned the meeting at 10:06 a.m.

RESOLUTION NO. 69 21/22

A RESOLUTION WHEREBY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES HEREBY EXPRESSES ITS INTENT TO DESIGNATE THE SIERRA COUNTY MAGISTRATE COURT AS THE COURT HAVING JURISDICTION OVER THE CITY OF TRUTH OR CONSEQUENCES CODE OF MUNICIPAL ORDINANCES

WHEREAS, the Governing Body of the City Truth or Consequences, met in a regular meeting on June 22, 2022, at 9:00 am, in the Commission Chambers at 405 West 3rd Street in Truth or Consequences, New Mexico 87901; and

WHEREAS, the purpose of this Resolution is to comply with the provisions of New Mexico State Statute §35-14-1, N.M.S.A. (1978); and

WHEREAS, the City of Truth or Consequences has enacted and maintained a body of ordinances known as the Code of Ordinances, City of Truth or Consequences, New Mexico (See Ordinance Section 1-1); and

WHEREAS, New Mexico State Statute §35-14-1(B) N.M.S.A. (1978) permits the governing body of a municipality to pass a Resolution whereby the governing body expresses its intent "to designate the Magistrate Court in which the municipality is located as the court having jurisdiction over municipal ordinances", and

WHEREAS, upon adoption of this Resolution, the City Commission intends to follow the procedures described in §35-14-1, N.M.S.A. (1978), which may ultimately allow the City Commission to adopt an Ordinance to designate the Sierra County Magistrate Court as the court having jurisdiction over municipal ordinances.

NOW THEREFORE, be it resolved that the City Commission of the City of Truth or Consequences hereby expresses its intent to designate the Sierra County Magistrate Court as the court having jurisdiction over the City of Truth or Consequences Code of Municipal Ordinances.

PASSED, APPROVED AND ADOPTED this 22nd day of June, 2022.

ATTEST:

Amanda Forrister, Mayor

Angela A. Torres, City Clerk

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: November 16, 2022

Agenda Item #: H.8

SUBJECT: Library Board recommendation for the re-appointment of Teresa "Terie" Hafner.
DEPARTMENT: Clerk's Office
DATE SUBMITTED: November 10, 2022
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

On October 31, 2022 the Library Advisory Board recommended the re-appointment of Member Teresa (Terie) Hafner to serve another 3 year term on the Library Advisory Board.

Recommendation:

Re-appointment of Teresa (Terie) Hafner to the Library Advisory Board.

Attachments:

- Application
- Board Minutes

Fiscal Impact (Finance): **No**

Click here to enter text.

Legal Review (City Attorney): **No**

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 11-16-2022

City of Truth or Consequences
City Board Application

Name: Teresa (Terie) Hafner

Address: 613 Coleman St
TorC NM 87901

Phone: (575) 740-5292

I am interested in serving as a member of Library Board.

My qualifications are:

Board experience with churches & Library

Reason why you are interested in serving on this Board:

General interest in the Library and the City of TorC

Additional Comments:

Signature: Teresa (Terie) Hafner

Minutes of the Library Advisory Board Meeting, Monday, October 31, 2022

The meeting was called to order at 5:35 p.m. by Vice-Chairman Michael Bankson. A quorum being present, it was decided that the meeting should proceed.

Present were: Vice-Chairman Michael Bankson, Board Members Terie Hafner and Brendan Tolley, and Library Director Pat O'Hanlon. Board Chair Angie Torres had called in, and is excused. The agenda for the meeting was approved; motion to approve was made by Brendan Tolley, and seconded by Terie Hafner. The minutes of the July 25, 2022 regular meeting were approved as read, motion to approve made by Brendan Tolley, and seconded by Mike Bankson. The affirmative votes on both motions were unanimous.

COMMENTS FROM THE PUBLIC:

- None

REPORTS:

- Board members: None
- Friends of the Library: No report.
- Library Foundation: The current value as shown on the September 30, 2022 statement is $21,335.27.
- Director's report:

1. Water damage at the Lee Belle Johnson building is making it necessary to move the Downtown Branch Library. A preliminary survey done by the Corps of Engineers has resulted in their recommendation for the evacuation of the entire building. The groundwater that has seeped under and into the building has caused some of the floors to become uneven, baseboards to separate from walls, and some of the walls to shift. The full extent of the damage is not yet known, and a full evaluation will have to be done. At this time the City has tentative plans to move the Library Branch into the Nadyne Gardner Building on Sunset Street. The City is still looking at spaces for the Visitors Center and for the Geronimo Trails offices. We do not, as yet, have a timeline for the move.

OLD/UNFINISHED BUSINESS:

We have an application for an Advisory Board three-year term renewal for Teresa "Terie" Hafner.

NEW BUSINESS:

1. We are looking for ideas for a memorial for our (recently deceased) board member, Bonnye Warwick. The board has a few possibilities to consider, including joining in with other organizations she served with, including the American Legion Auxiliary, and the Geronimo Trails Museum. Suggestions will be welcome.
2. Donna from Edward Jones is collecting information needed to get new signature cards for our Library Foundation account.

There being no further business to come before the Board, the motion to adjourn was made by Terie Hafner and seconded by Brendan Tolley. The motion was approved unanimously, and the meeting was adjourned at 5:49 p.m. The Board's next regular meeting is scheduled for Monday, January 30, 2023.

Respectfully submitted,

Angela D. Torres, Chairman
Pat O'Hanlon, Library Director